**CITY COUNCIL OF MONTEREY PARK**
**THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY, THE HOUSING AUTHORITY, THE MONTEREY PARK FINANCING AUTHORITY AND THE MONTEREY PARK GEOLOGIC HAZARD ABATEMENT DISTRICT**
**AGENDA**

**REGULAR CITY COUNCIL MEETING**
**MONTEREY PARK CITY HALL COUNCIL CHAMBERS**
**320 W. NEWMARK AVENUE, MONTEREY PARK, CA 91754**

**Wednesday**
**April 5, 2023**
**6:30 p.m.**

**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.

## GENERAL INFORMATION

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 http://www.montereypark.ca.gov/AgendaCenter/City-Council-17.

The public may watch the meeting live on the city's cable channel MPKTV (AT&T U-verse, channel 99 or Charter Communications, channel 182) or by visiting the city's website at http://www.montereypark.ca.gov/133/City-Council-Meeting-Videos.

## PUBLIC PARTICIPATION

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. Written Communication will be accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov.

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.

| | |
|---|---|
| **CALL TO ORDER** | **Mayor** |
| **FLAG SALUTE** | **The Monterey Park Fire Explorers** |
| **ROLL CALL** | **Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Yvonne Yiu** |

**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.

## STAFF COMMUNICATIONS:

- Recreation and Community Services
- Community Development
- Economic Development
- Library
- Public Works

## [1.] PRESENTATION

### 1-A. SAN GABRIEL VALLEY REGIONAL HOUSING TRUST OVERVIEW

### 1-B. CITY MANAGER UPDATE ON SB 710

## [2.] OLD BUSINESS

### 2-A. SUPPORT FOR AB 28

It is recommended that the City Council consider:

(1) Receiving and filing this report;

(2) If desirable, direct the City Manager and City Attorney to express the City Council's support of AB 28 with the California Legislature; and

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

### 2-B. EXTENDING A LOCAL EMERGENCY FOR THE GOODVIEWS ABATEMENT PROJECT ("GAP"); APPROVING COLOR SCHEME FOR RETAINING WALL

It is recommended that the City Council consider:

(1) Extending the local emergency for the GAP pursuant to Section 3 of Resolution No. 2022-R101 (adopted December 21, 2022) to June 1, 2023;

(2) Selecting a color scheme for the new retaining wall constructed as part of the GAP; and

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

## [3.] CONSENT CALENDAR ITEM NOS. 3A-3K

All items under the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion. Specific items may be removed from the Consent Calendar at the request of any member of the City Council for separate consideration.

## 3-A. MINUTES

It is recommended that the City Council consider:

(1) Approving the minutes from the special and regular meetings of March 1, 2023, the special meeting of March 8, 2023, and the regular meeting of March 15, 2023; and

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

## 3-B. REPORT ON LOCAL EMERGENCIES PURSUANT TO GOVERNMENT CODE § 8630; RATIFICATION OF ACTIONS TAKEN BY THE DIRECTOR OF EMERGENCY SERVICES; EXTENSION OF WINTER STORMS AND LOCAL SHOOTING EMERGENCIES

It is recommended that the City Council consider:

(1) Receive and file this report pursuant to Government Code § 8630;

(2) Ratify certain actions taken by the Director of Emergency Services including, without limitation, extending the effective date for issuing building permits for the Rykadan 005, LLC project (aka "Celadon") pursuant to Development Agreement (DA-21-XX); and

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

## 3-C. RENEWAL OF THE ASSESSMENT DISTRICT FOR FISCAL YEAR 2023-24 AND SCHEDULE A PUBLIC HEARING PURSUANT TO STREETS AND HIGHWAYS CODE §§ 22500, *ET SEQ.*

It is recommended that the City Council consider:

(1) Adopting a resolution declaring the City Council's intent to levy and collect assessments for Fiscal Year 2023-24 in Citywide Maintenance District No. 93-1 pursuant to Streets and Highways Code §§ 22500, *et seq*. and setting a time and place for a public hearing; and

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

CEQA (California Environmental Quality Act):

The proposed action is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq*.; "CEQA") and CEQA Guidelines (Cal. Code Regs. tit. 14, §§ 15000, *et seq*.) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. The proposed action, therefore, is categorically exempt from further CEQA review under CEQA Guidelines § 15273.

## 3-D. SUMMARY REPORT OF THE CLASSIFICATION AND COMPENSATION STUDY

It is recommended that the City Council consider:

(1) Receiving and filing this report; and

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

## 3-E. NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK RESOLUTION

It is recommended that the City Council consider:

(1) Adopting a Resolution Declaring the week of April 09 through 15, 2023 to be National Public Safety Telecommunicators Week in the City of Monterey Park; and

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

## 3-F. CALIFORNIA STATE LIBRARY PARKS PASS GRANT FISCAL YEAR 2022-2023

It is recommended that the City Council consider:

(1) Accepting grant funds from the California State Library in the amount of $32,596.00 for State Parks programming at the Library;

(2) Authorizing an allocation of $32,596.00 in grant funding to the FY 22-23 budget; and

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

## 3-G. 2020 STATE HOMELAND SECURITY GRANT PROGRAM – COST SAVINGS

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute an agreement amendment with CounterRisk Inc., in a form approved by the City Attorney, to CounterRisk Inc. for amount of $64,360;

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

## 3-H. ACCEPTANCE OF SGVMWD GRANT FOR CALSENSE SYSTEMS

It is recommended that the City Council consider:

(1) Accepting grant funding in the amount of $50,000 from the San Gabriel Valley Municipal Water District (SGVMWD) for Calsense Irrigation Control Systems for City Hall and Barnes Park;

(2) Authorizing the City Manager to execute the Grant Agreement, in a form approved by the City Attorney, with SGVMWD for this grant program;

(3) Authorizing the Finance Department to allocate $50,000 in grant funding to the FY2022-2023 budget; and

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

## 3-I. LICENSE AGREEMENT WITH THE SALVATION ARMY FOR USE OF SPACE AT THE CITY'S COMMUNITY CLEAN-UP EVENTS

It is recommended that the City Council consider:

(1) Authorizing the City Manager, or designee, to execute a license agreement, in a form approved by the City Attorney with the Salvation Army to utilize space within the City's Community Clean-up events to collect unwanted items from the public; and

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

## 3-J. PIPE SUPPLY PURCHASE FOR PHASE III WATER MAIN REPLACEMENT PROJECT – AWARD OF CONTRACT TO PPI AMERICA INC.

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a contract, in a form approved by the City Attorney, with PPI America Inc. in an amount not to exceed $165,000 for pipe supplies for the Phase III Water Main Replacement Project; and

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

CEQA (California Environmental Quality Act):

The Project is Categorically Exempt as a Class 1 (Existing Facilities) project (CEQA Guidelines § 15301). Additional environmental review is not required because the Project is a minor alteration to an existing public facility.

## 3-K. 2023 SLURRY SEAL AT VARIOUS LOCATIONS – 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 Onyx Paving Company Inc. of Anaheim, CA in the contract amount of $727,000 for the 2023 Slurry Seal at Various Locations;

(2) Authorizing the Director of Public Works to approve change orders and contingency up to $109,050, or 15% of the contract amount;

(3) Appropriating $486,646 from Street Bond Fund 621 to FY 22-23 for Project No. 96030; and

(4) Taking 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).

## [4.] PUBLIC HEARING

### 4-A. A PUBLIC HEARING TO CONSIDER THE FOLLOWING: 1) ZONING CODE AMENDMENT (ZCA-22-02) TO ADOPT THE MARKET PLACE SPECIFIC PLAN (SP-22-01); 2) ZONE CHANGE (ZA-22-01) TO RE-ZONE PROPERTIES FROM THE REGIONAL SPECIALTY CENTER (R-S) ZONE WITH THE PLANNED DEVELOPMENT OVERLAY (P-D) ZONE TO THE MARKET PLACE SPECIFIC PLAN (MPSP) ZONE; AND 3) DEVELOPMENT AGREEMENT (DA-22-01) TO AMEND IN ITS ENTIRETY A DEVELOPMENT AGREEMENT BETWEEN MONTEREY PARK RETAIL PARTNERS, LLC AND THE CITY OF MONTEREY PARK FOR PROPERTIES COLLECTIVELY OPERATING AS THE MONTEREY PARK MARKET PLACE, LOCATED AT 2300 GREENWOOD AVENUE AND 2000-5500 MARKET PLACE DRIVE, ALSO IDENTIFIED BY ASSESSOR'S PARCEL NUMBERS 5275-003-024, 025, 027, 029, 030, 031, 037, AND 038

It is recommended that the City Council consider:

(1) Opening a public hearing and taking testimonial and documentary evidence;

(2) After closing the public hearing and considering the evidence submitted during that public hearing:
   a. Introducing and waiving first reading of an Ordinance implementing a Zone Change (ZA-22-01) from the Regional Specialty Center (R-S) zone with the Planned Development Overlay (P-D) zone to the Market Place Specific Plan ("MPSP") zone (Exhibit B);
   b. Introducing and waiving first reading of an Ordinance approving a Development Agreement (DA-22-01) for the subject property (Exhibit C); and

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

CEQA (California Environmental Quality Act):

The Project is consistent with the Supplemental Environmental Impact Report ("SEIR") and Statement of Overriding Considerations certified (and adopted) by the City Council on December 19, 2012 via Resolution No. 11548 (State Clearinghouse No. 1999051058). None of the elements set forth in Public Resources Code § 21166 or CEQA Guidelines § 15162 exists. Accordingly, no subsequent or supplemental Environmental Impact Report, Mitigated Negative Declaration or Addendum is required to be prepared before adopting the Project. The Notice of Consistency is attached as Exhibit "B" to the draft Ordinances. Implementation of mitigation measures identified in the SEIR will be monitored as called for in the Mitigation Monitoring and Reporting Program adopted on December 19, 2012.

## [5.] NEW BUSINESS

### 5-A. RECEIVE AND FILE STAFF REPORT SUMMARIZING THE PRESIDENT OF THE UNITED STATES VISIT TO MONTEREY PARK

It is recommended that the City Council consider:

(1) Receiving and filing this staff report summarizing the President of the United States visit to Monterey Park;

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

## [6.] CITY COMMUNICATIONS (CITY COUNCIL)

### 6-A. REQUEST FOR FUTURE AGENDA ITEM REGARDING GUN VIOLENCE RESTRAINING ORDERS ("GVRO") AND POTENTIAL ACTIONS FOR REDUCING WEAPONS WITHIN THE CITY'S JURISDICTION

It is recommended that the City Council consider:

(1) Receive and file this report;

(2) Direct the City Manager and City Attorney to propose potential actions on a future meeting agenda regarding what the City can do to increase public awareness regarding GVROs and/or take action to reduce the number of guns within the City's jurisdiction; and

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

## [7.] FUTURE AGENDA ITEMS

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

## ADJOURN

# City Council Staff Report

**DATE:** April 5, 2023

**AGENDA ITEM NO:** Old Business - 2A

**TO:** The Honorable Mayor and City Council

**FROM:** Ron Bow, City Manager

**SUBJECT:** Support for AB 28

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing this report;
2. If desirable, direct the City Manager and City Attorney to express the City Council's support of AB 28 with the California Legislature; and
3. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

On March 15, 2023, the City Council requested that support of AB 28 be placed on a future City Council agenda. Attached for reference is AB 28. The summary of AB 28 may be expressed in the entirety of its text: "It is the intent of the Legislature to enact legislation that would enact a tax to fund measures to protect against gun violence on firearms and ammunition purchased." Unless otherwise directed, the City will add AB 28 to the list of gun-related legislation being endorsed by the City of Monterey Park.

## FISCAL IMPACT:

There is no significant fiscal impact associated with this action. As previously noted in staff reports, an exact impact is difficult to quantify but will require, minimally, staff time to draft letter supporting the proposed legislation.

Respectfully submitted by:

Ron Bow, City Manager

Reviewed by:

Karl H. Berger, City Attorney

## ATTACHMENTS:

1. AB 28

# ATTACHMENT 1
# AB 28

**AB-28 Firearms: gun violence protection tax.** (2023-2024)

SHARE THIS:

Date Published: 12/05/2022 09:00 PM

CALIFORNIA LEGISLATURE— 2023–2024 REGULAR SESSION

**ASSEMBLY BILL** **NO. 28**

**Introduced by Assembly Member Gabriel**
**(Coauthors: Assembly Members Berman, McCarty, Santiago, and Wicks)**
**(Coauthor: Senator Wiener)**

**December 05, 2022**

An act relating to firearms.

## LEGISLATIVE COUNSEL'S DIGEST

AB 28, as introduced, Gabriel. Firearms: gun violence protection tax.

Existing law imposes various taxes, including taxes on the privilege of engaging in certain activities. The Fee Collection Procedures Law, the violation of which is a crime, provides procedures for the collection of certain fees and surcharges.

This bill would state the intent of the Legislature to enact legislation that would enact a tax to fund measures to protect against gun violence on firearms and ammunition.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.** It is the intent of the Legislature to enact legislation that would enact a tax to fund measures to protect against gun violence on firearms and ammunition purchased.

# City Council Staff Report

**DATE:** April 5, 2023

**AGENDA ITEM NO:** Old Business - 2B

**TO:** The Honorable Mayor and City Council

**FROM:** Ron Bow, City Manager & Director of Emergency Services
Karl H. Berger, City Attorney

**SUBJECT:** Extending a Local Emergency for the Goodviews Abatement Project ("GAP"); Approving Color Scheme for Retaining Wall

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Extending the local emergency for the GAP pursuant to Section 3 of Resolution No. 2022-R101 (adopted December 21, 2022) to June 1, 2023;
2. Selecting a color scheme for the new retaining wall constructed as part of the GAP; and
3. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

On December 21, 2022, the City Council adopted Resolution No. 2022-R101 that extended the GAP local emergency until March 1, 2023; on March 1, 2023, the City Council – by minute order – further extended the GAP emergency until May 1, 2023.

Since March 1st, the City (and the State) continued to experience multiple "atmospheric river" storms that caused additional delay to completion of the GAP. The engineer's estimate for completion is now mid-May.

Part of the "wrap-up" for the GAP is selecting a color scheme for the retaining wall. The 1688 West Garvey Specific Plan – approved by the City Council in 2021 – allowed for three types of wall finishes (see attached Exhibit "A"). The GAP utilized "Wall Finish Option 1" as part of the bid package. The question is whether the City Council prefers the stained look or the unstained look:

**BACKGROUND:**

Pursuant to Resolution Nos. (collectively, the "Emergency Resolutions") 12255 (adopted June 16, 2021); 2022-R22 (adopted April 20, 2022); 2022-R34 (adopted May 18, 2022); 2022-R63 (adopted August 1, 2022); 2022-R101 (adopted December 21, 2022); and by minute order from March 1, 2023, the City Manager and City Attorney are exercising emergency powers to abate a public nuisance in accordance with the Settlement Agreement in the civil case captioned *The People of the State of California, ex rel., Mark D. Hensley, City Attorney for the City of Monterey Park v. Center Int'l Investments, Inc.*, *et al.* (filed December 31, 2015) LASC Case No. BC605788. This is identified as the Goodviews Abatement Project ("GAP"). The Emergency Resolutions allow the City Council to extend the local emergency by minute order, i.e., without the need for a written resolution.

Since the last extension of the GAP emergency (March 1, 2023), the City experienced several additional storms which further delayed completion of construction. The engineer's estimate for completion is now mid-May; it is recommended that the emergency be extended until June 1, 2023.

As noted in the March 1st staff report, the retaining wall is ready for its aesthetic "look." The GAP proposal included completion of the Wall Finish Option 1 which simulates a rock wall. The project team would like City Council direction regarding whether that look should be stained. Pictures showing the stained versus unstained look are above. There is no difference in cost.

**FISCAL IMPACT:**

There is no additional fiscal impact directly associated with the recommended action. All costs associated with the GAP are well document including, without limitation, in the abatement liens recorded against the real property.

Respectfully Submitted by:

Ron Bow
City Manager

Respectfully Submitted by:

Karl H. Berger
City Attorney

Owner/Developer from one of the City Council approved options below. No further City approval of the wall finish will be required so long as the Lower Site Retaining Wall substantially conforms with the following options:

***Wall Finish Option 1***: Rock Finish (Sculpted and stained)

***Wall Finish Option 2***: Rock Finish (Sculpted and stained)

***Wall Finish Option 3***: Quarry Finish (Score lines, acid etching, and/or sandblasted finish)

# City Council Staff Report

**DATE:** April 5, 2023
**AGENDA ITEM NO:** Consent Calendar - 3A

**TO:** The Honorable Mayor and City Council
**FROM:** Maychelle Yee, City Clerk
**SUBJECT:** Minutes

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the minutes from the special and regular meetings of March 1, 2023, special meeting of March 8, 2023, regular meeting of March 15, 2023; and

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

## EXECUTIVE SUMMARY:
None.

## BACKGROUND:
None.

## FISCAL IMPACT:
None.

Respectfully submitted,

Maychelle Yee
City Clerk

Prepared by:

Christine Sakata
Senior Clerk Typist

Approved By:

Ron Bow
City Manager

## ATTACHMENT(S):
1. Draft Minutes

# ATTACHMENT 1
Draft Minutes

# MINUTES
# MONTEREY PARK CITY COUNCIL
# FINANCING AUTHORITY (MPFA)
# HOUSING AUTHORITY (MPHA)
# GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
# SUCCESSOR AGENCY (SA)
# SPECIAL MEETING
# MARCH 1, 2023

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, March 1, 2023 at 5:30 p.m.

**CALL TO ORDER:**
Mayor Sanchez called the meeting to order at 5:30 p.m.

**ROLL CALL:**
Mayor Sanchez called the roll:

| | |
|---|---|
| Council Members Present: | Henry Lo, Vinh Ngo, Thomas Wong, Jose Sanchez, Yvonne Yiu |
| Council Members Absent: | None |

**ALSO PRESENT:** City Attorney Karl Berger, City Manager Ron Bow, Assistant City Manager Inez Alvarez, Director of Finance Martha Garcia, and Deputy City Clerk Cindy Trang. Representing Kidder Matthews, Negotiation Party for Item No. 2A, Bill Boyd Executive Vice President and Linda Lee Executive Vice President

**ORAL AND WRITTEN COMMUNICATIONS:** None.

## 1. OPEN SESSION

### 1-A. EXTENDING A LOCAL EMERGENCY FOR THE GOODVIEWS ABATEMENT PROJECT ("GAP")

On December 21, 2022, the City Council adopted Resolution No. 2022-R101 that extended the GAP local emergency until March 1, 2023. Since it adopted Resolution No. 2022-R101, the City experienced multiple rain storms in 2023 which led the City Council to declare an additional local emergency to address the 2023 Winter Storms (Resolution No. 2023-R5, adopted January 18, 2023). These ongoing Winter Storms are delaying the completion date for the GAP. The engineer's estimate for a completion date is now on or about April 30, 2023.

**Discussion:** City Attorney Berger presented a before and after video on the progress of the slope rehabilitation. The City Council directed staff to make the video part of the administrative records and to upload the video to the City's website.

**Action Taken:** The City Council extended the local emergency for the GAP pursuant to Section 3 of Resolution No. 2022-R101 (adopted December 21, 2022) to May 1, 2023.

**Motion:** Moved by Mayor Pro Tem Wong and seconded by Councilmember Lo motion carried by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Lo, Yiu, Ngo, Wong, Sanchez |
| Noes: | Council Members: | None |
| Absent: | Council Members: | None |
| Abstain: | Council Members: | None |

**2. CLOSED SESSION**

The City Council adjourned to Closed Session at 5:44 p.m.

**2-A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS- GOVERNMENT CODE §54956.8: two items**

| | |
|---|---|
| Properties: | 601 Potrero Grande Drive, AIN 5265-025-058; and<br>2100 Saturn Street, AIN 5265-026-055 |
| City Negotiators: | Ron Bow, City Manager<br>Karl H. Berger, City Attorney<br>Inez Alvarez, Assistant City Manager<br>Martha Garcia, Management Services Director |
| Negotiating Party: | 601 Potrero Grande Drive - BHE 601 Potrero Grande LLC/BH Properties, LLC<br>2100 Saturn Street – BHE 601 Potrero Grande LLC/BH Properties, LLC |
| Under Negotiation: | Lease terms, purchase price, and terms of payment |

**RECONVENE & ADJOURNMENT**

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:18 p.m.

**Action Taken:** No reportable action taken.

_____
Maychelle Yee
City Clerk

# MINUTES
# MONTEREY PARK CITY COUNCIL
# FINANCING AUTHORITY (MPFA)
# HOUSING AUTHORITY (MPHA)
# GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
# SUCCESSOR AGENCY (SA)
# REGULAR MEETING
# MARCH 1, 2023

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) 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, March 1, 2023 at 6:30 p.m.

**CALL TO ORDER:**
Mayor Sanchez called the meeting to order at 6:32 p.m.

**FLAG SALUTE:**
The Monterey Park Police Explorers

**ROLL CALL:**
City Clerk Maychelle Yee called the roll:

| | |
|---|---|
| Council Members Present: | Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Yvonne Yiu |
| Council Members Absent: | None |

**ALSO PRESENT:** City Attorney Karl Berger, City Manager Ron Bow, City Treasurer Amy Lee, Assistant City Manager Inez Alvarez, Police Chief Scott Wiese, City Librarian Diana Garcia, Director of Public Works Shawn Igoe, Director of Recreations and Community Services Robert Aguirre, Director of Finance Martha Garcia, Interim Planning Director Jessica Serrano, Finance Manager Laura Borjon, Economic Development Manager Joseph Torres, Battalion Chief Chris Thompson, Senior Planner Beth Chow, Recreation Program Coordinator Alejandra Espinosa

**VIRTUALLY PRESENT:** Director of Human Resources Christine Tomikawa

**AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS**
None

**PUBLIC COMMUNICATIONS**

- Sarkis Antonian, resident, voiced his concern of vehicles not stopping properly at designed stop signs throughout the city. He spoke about the amount of time it takes to cross at a crosswalk and recommended that the time be extended to accommodate individuals who may need more time.

- Larry and Carol Sullivan, residents, thanked the Police Department for their event, Cookies with the Rookies. Larry mentioned that he is a member of the Bruggemeyer Library Board of Trustees and Carol is a member of the Library Foundation. They spoke on their efforts to support the Bruggemeyer Library by conducting community outreach to provide more books, ebooks, computers, etc. Carol spoke about the various upcoming events; Novel-Tea at the Bruggemeyer Library, Monterey Park Women's Club Annual Fashion Show, Cherry Blossom Festival, Library Gala, and the Lions Club Annual Pancake Breakfast.

- Maychelle Yee, resident, addressed complaints she stated she received regarding the 24-hour deadline for City Council written communications. She suggested to have the deadline extended to noon on the day of the Council meeting. She spoke about the closed session items from the March 1, 2023 City Council's Special meeting. She relayed her concerns on the lack of information related to the funding source and inquired when the funding information could be provided to the public as well as the need for the purchase and/or lease of the property.

- Adam Malouf, Monterey Park Firefighter Association, invited everyone to a BBQ fundraiser on March 25, 2023 at Barnes Park. He said all proceeds will go to the Monterey Park Lunar New Year's victims' fund.

- Dan Cline, representing Monterey Park Firefighter Association, voiced their opposition to the Taxpayer Protection and Government Accountability Act for Agenda Item No. 3B.

- Teresa Real Sebastian, resident, announced happy first day of Women's History Month. She recommended that the City Council consider presenting a resolution or agenda item supporting Women's History Month. She voiced her concern on the need to repair potholes throughout the city. She requested that the City Council disclose the funding for Agenda Item 2A from the March 1, 2023 Special meeting.

**STAFF COMMUNICATIONS**

- City Clerk: City Clerk Yee provided the City Council with a progress report on the efforts made by the City Clerk's office to provide more information to the public on how to volunteer on a city commission/board.

- Economic Development: Economic Development Manager Torres informed residents and small businesses on resources for Los Angeles County Small Business Grants, SoCal Gas Assistance Fund, and Restaurants Care Resilience Fund. He said that qualifying microbusinesses, small companies, and nonprofits can apply for grants under the Los Angeles County Economic Opportunity Grant Program.

- Fire Department: Battalion Chief Thompson announced upcoming events hosted by the Fire Department; Community Preparedness Clinic on April 22, 2023 from 10:00 am – 12:00 p.m. and Fire Service Day Pancake Breakfast on May 20, 2023 from 8:00 am- 2:00 p.m.

- Recreation and Community Services Department: Recreation Program Coordinator Espinosa updated the city on the upcoming events for the month of March; Alzheimer's Workshop on Tuesday, March 7th, 2023 from 1:00 p.m. – 2:00 p.m., Shamrock Ball on Tuesday, March 16th from 1:00 p.m. – 3:00 p.m., Electric Park on Saturday, March 18th from 4:00 – 10:00 p.m., Karaoke Contest on Thursday, March 23rd 1:00 p.m. – 5:00 p.m., and Spring Egg Hunt on Thursday, March 30th from 5:00 p.m. – 7:00 p.m.

**1. PRESENTATION**

Matters listed under presentation are informational content and for discussion only.

**1-A. MONTEREY PARK COMMUNITY HEALING FUND UPDATE**

City Treasurer Lee, Fund Administrator for the Monterey Park Community Healing Fund in partnership with the California Community Fund provided an update on the amount of funds raised to date, $31,000.

**2. OLD BUSINESS** - None.

**3. CONSENT CALENDAR ITEMS NOS. 3A-3H**

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

**Action Taken:** Mayor Pro Tem Wong did not participate on Agenda Item No. 3G due to a potential conflict of interest as his employer, Southern California Edison may have properties listed on the weed abatement declaration list. The City Council approved and adopted Agenda Item No. 3A, 3C, 3F, 3G, and 3H on consent calendar, excluding item No. 3B, 3D, & 3E which were pulled for discussion, separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof.

**Motion:** Moved by Councilmember Ngo and seconded by Councilmember Yiu, motion carried by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Lo, Yiu, Ngo, Wong, Sanchez |
| Noes: | Council Members: | None |
| Absent: | Council Members: | Wong (Item No. 3G) |
| Abstain: | Council Members: | None |

## 3-A. MINUTES

Approving the minutes from the special and regular meetings of December 7, 2022 and January 18 2023.

**Action Taken:** The City Council approved the minutes from the special and regular meetings of December 7, 2022, and the special meeting of January 18, 2023 on Consent Calendar.

## 3-B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, OPPOSING INITIATIVE NO. 21-0042A1, THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT

The Taxpayer Protection and Government Accountability Act would amend the California Constitution with provisions that limit voters' authority and input, adopt new and stricter rules for raising taxes and fees, and may make it more difficult to impose fines and penalties for violation of state and local laws. The proposed constitutional initiative is sponsored by the California Business Roundtable.

The measure puts billions of local government tax and fee revenues at risk statewide with related core public service impacts. The measure would have significant negative impacts on the City of Monterey Park's operations and core service delivery by reversing the recent voter enacted Measure MP that was approved in November 2022.

Public Speakers:

- Teresa Real Sebastian asked for the staff report to be read and conveyed her support in opposition of this bill.

**Action Taken:** The City Council adopted Resolution No. 2023-R12 opposing Initiative No. 21-0042A1, the Taxpayer Protection and Government Accountability Act.

**Motion:** Moved by Councilmember Lo and seconded by Councilmember Ngo, motion carried by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Lo, Yiu, Ngo, Wong, Sanchez |
| Noes: | Council Members: | None |
| Absent: | Council Members: | None |
| Abstain: | Council Members: | None |

**Resolution No. 2023-R12**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK TO OPPOSE INITIATIVE 21-0042A1, THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT

## 3-C. AUTHORIZE TRANSFER OF UNCLAIMED MONIES TO THE GENERAL FUND PURSUANT TO GOVERNMENT CODE §§ 50050-50056

The City's Finance Department maintains a listing of various deposits held by the City. If the monies remain unclaimed after three years, the City Council may transfer such funds to the General Fund.

**Action Taken:** The City Council approved Resolution No. 2023-R13 and authorized the transfer of permanently escheated unclaimed funds pursuant to Government Code Sections 50050-50056 and the City's Administrative Policy No. 20-26 on Consent Calendar.

**Resolution No. 2023-R13**
A RESOLUTION ESTABLISHING UNCLAIMED MONIES BE RECOGNIZED AS PROPERTY OF THE CITY OF MONTEREY PARK AND ORDERING ITS TRANSFER TO THE CITY'S GENERAL FUND PURSUANT TO GOVERNMENT CODE § 50053

## 3-D. FY 2022-2023 MID-YEAR FINANCIAL REPORT

The City's Mid-Year Report compares the revenues and expenditures occurring during the first six months of the fiscal year against budgeted amounts to determine appropriate adjustments; provides links between the City budget, the financial records, and the independent financial audit and; compares revenues earned and expenses made during the first six months of the Fiscal Year (FY) 2022-2023 against the FY 2021-2022 figures.

**Discussion:** Finance Manager Borjon presented a PowerPoint presentation on the Mid-Year Financial Report. She spoke on the general fund revenues and expenditures, budget augmentation requests, and general fund balance. Finance Director Garcia accompanied Finance Manager Borjon and answered questions from the dais. Mayor Pro Tem Wong mentioned a typo on the Mid-Year Budget Report on page 10 of the staff report. He said on the first bullet point, the date

should be corrected to April 1, 2023. He asked questions based on page 11 of the staff report on the mid-year staffing changes. Finance Manager Borjon clarified the salary Full-Time Finance Analyst is the combination for two positions.

**Action Taken:** The City Council (1) received and filed the FY 2022-2023 Mid-Year Financial Report, (2) authorized the increase of Committed Catastrophic-Event by up to $500 thousand from $4.84 million to up to $5.34 million, (3) and authorized an additional budget appropriated of $1,088,719 from American Rescue Plan Act, Water, and Sewer funds.

**Motion:** Moved by Mayor Pro Tem Wong to adopt the recommendation as noted and seconded by Councilmember Ngo, motion carried by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Lo, Yiu, Ngo, Wong, Sanchez |
| Noes: | Council Members: | None |
| Absent: | Council Members: | None |
| Abstain: | Council Members: | None |

## 3-E. 2022 MONTEREY PARK GENERAL PLAN AND HOUSING ELEMENT ANNUAL PROGRESS REPORT

This report is prepared in compliance with the California Government Code § 65400(a)(2), which mandates that each city and county prepare an annual report on the status and implementation of its General Plan. The report must be submitted by April 1st of each year to the City Council, OPR and HCD.

The 2022 General Plan Annual Progress Report summarizes the City's progress towards implementing the Monterey Park General Plan from January 1 to December 31, 2022. Through calendar year 2022, the City has been continuously implementing the policies and programs that help achieve goals contained within the General Plan.

**Discussion:** Senior Planner Chow presented a PowerPoint presentation on the General Plan and Housing Element Annual Progress Report and summarized activities in calendar year 2022.

**Action Taken:** The City Council received and filed the 2022 General Plan and Housing Element Annual Progress Report and directed staff to forward a copy of the report to the Governor's Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD) before April 1, 2023.

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

| | | |
|---|---|---|
| Ayes: | Council Members: | Lo, Yiu, Ngo, Wong, Sanchez |
| Noes: | Council Members: | None |
| Absent: | Council Members: | None |
| Abstain: | Council Members: | None |

**3-F. WAIVE FURTHER READING AND ADOPT AN ORDINANCE (ZONING CODE NO. 22-03) AMENDING TITLE 21 OF THE MONTEREY PARK MUNICIPAL CODE TO CLARIFY AND COMPLETE IMPLEMENTATION OF THE 2020 MONTEREY PARK BUSINESS RECOVERY PROGRAM GOVERNING OUTDOOR DINING AND ISSUING OR CERTIFICATES OF OCCUPANCY**

The Ordinance was introduced and received first reading at the February 15, 2023 City Council meeting. The original staff report (from February 15, 2023) is attached for reference. Second reading and adoption of this Ordinance is recommended. If adopted, the ordinance will take effect in 30 days.

**Action Taken:** The City Council waived the second reading and adopted Ordinance No. 2228 on Consent Calendar.

**Ordinance No. 2228**
AN OMNIBUS ORDINANCE AMENDING TITLE 21 OF THE MONTEREY PARK MUNICIPAL CODE TO CLARIFY AND COMPLETE IMPLEMENTATION OF THE 2020 MONTEREY PARK BUSINESS RECOVERY PROGRAM GOVERNING OUTDOOR DINING

**3-G. ANNUAL WEED ABATEMENT DECLARATION LIST**

The County of Los Angeles Department of Agriculture Commissioner/Weights and Measures (Weed Abatement Division) has submitted the annual Weed Abatement Declaration List to the City. (The Weed Abatement Declaration List ("Declaration List") is a list of parcels in Monterey Park which have been identified by inspection to contain, or have the potential to contain, weeds, brush or other flammable materials sufficient to be considered a fire hazard.) The accompanying Resolution seeks City Council approval to declare the properties on the annual Weed Abatement Declaration List to be public nuisances which may be abated. The authority to remove properties from the Declaration List, upon request and after investigation, will be assigned to the City Manager or designee.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):
Adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines § 15061(b)(3) because it can be seen with certainty that there is no possibility that the Resolution may have a significant effect on the environment.

**Action Taken:** Mayor Pro Tem Wong did not participate on Agenda Item No. 3G and left the dais due to a potential conflict of interest as his employer, Southern California Edison may have properties listed on the weed abatement declaration list. The City Council adopted Resolution No. 2023-R14 with the Declaration List on Consent Calendar.

**Resolution No. 2023-R14**
A RESOLUTION ADOPTED PURSUANT TO GOVERNMENT CODE § 39561 DECLARING THAT WEEDS, BRUSH, RUBBISH, REFUSE AND DIRT UPON AND IN FRONT OF CERTAIN PUBLIC AND PRIVATE PROPERTY IN THE CITY ARE A PUBLIC NUISANCE, AND DECLARING ITS INTENTION TO PROVIDE FOR ABATEMENT

## 3-H. NORTHEAST AREA WATER MAIN IMPROVEMENTS PHASE III – AWARD OF CONTRACT

Per Resolution No. 2022-R32, the Public Works Director solicited bids for the Northeast Area Water Main Improvements Phase III, Capital Improvement Project No. 99023. The public bid opening for this project was held on January 31, 2023. Three bids were received: Big Ben, Inc.; Bonadiman Water Inc.; and Palp Inc. dba Excel Paving Company. Staff recommends that the City Council authorize the City Manager to execute a Public Works contract with Big Ben, Inc. for the Northeast Area Water Main Improvements Phase III project in the amount of $2,251,660, plus 10% contingency.

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

**Action Taken:** The City Council (1) authorized the City Manager to execute a public works contract, in a form approved by the City Attorney, with Big Ben, Inc., in the amount of $2,251,660 for the Northeast Area Water Main Improvements Phase III, Specification No. 2022-012, (2) authorized the Director of Public Works to approve change orders and contingency up to $225,166 or 10% of the contract amount; and (3) authorized a Second Amendment to Agreement 2342-AF with Terracon Consultants, Inc. for Geotechnical and testing services for this project in the amount of $30,290 on Consent Calendar.

**4. PUBLIC HEARING** – None.

**5. NEW BUSINESS**

**5-A. RESOLUTION REGARDING FIREARMS LEGISLATION AND LOCAL REGULATION**

On January 21, 2023, the City of Monterey Park experienced a MCI where 20 people were shot. Eleven of those community members died.

As our community struggles with the challenge of preserving through this tragedy, fellow citizens and residents in California and the rest of the country were almost immediately confronted with substantially similar MCIs. Indeed, just two days after Monterey Park's MCI, the communities of Half Moon Bay and Oakland suffered similar shootings. In all, since January 2023, there were 73 MCIs in the United States (as of the date of this writing).

On February 15, 2023, the City Council directed that this matter be placed on the agenda for consideration.

**Discussion:** Council Member Lo stated for the record that he does not have any legal conflict of interest pertaining to this item but did disclose that he currently works for the California State Assembly.

**Action Taken:** The City Council adopted Resolution No. 2023-R15 supporting certain federal and state legislation regulation firearms and directed the City Manager and City Attorney to propose amendments to the Monterey park Municipal Code ("MPMC") to protect public health and safety from future Mass Casualty Incidents ("MCI") as defined as amended to add language in support of AB732 authored by Assemblymember Mike Fong: Relinquishment of firearms following conviction under the Penal Code. Mayor Pro Tem Wong also directed staff to track AB733 for future discussion.

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

| | | |
|---|---|---|
| Ayes: | Council Members: | Lo, Yiu, Ngo, Wong, Sanchez |
| Noes: | Council Members: | None |
| Absent: | Council Members: | None |
| Abstain: | Council Members: | None |

**Resolution No. 2023-R15**
A RESOLUTION ADOPTED BY THE CITY COUNCIL SUPPORTING CERTAIN PROPOSED FEDERAL AND STATE LEGISLATION REGULATING THE SALE AND AVAILABILITY OF FIREARMS AND DIRECTING THE CITY MANAGER AND CITY ATTORNEY TO PROVIDE OPTIONS FOR THE CITY REGULATIONS NEEDED TO PROTECT PUBLIC HEALTH AND SAFETY FROM MASS CASUALTY INCIDENT (AS DEFINED)

## 6. CITY COMMUNICATIONS (CITY COUNCIL)

Councilmember Lo said he attended the Monterey Park Pony Little League Softball opening at Garvey Ranch Park. He wished all the teams best of luck. He mentioned that he attended the California Contract City's Association's (CCCA's) monthly Board of Directors meeting. He said for this specific meeting it was used as a fundraiser event for the Monterey Park victims' assistance. He thanked CCCA for having the event at Monterey Park's Service Clubhouse and working with Chinatown Service Center as the non-profit fiscal agent and recognizing Brandon Tsay heroism. He thanked all the various organizations that have showed their support to Monterey Park this past month in the wake of the recent mass casualty incident. Council member Lo expressed his support of Mayor Pro Tem Wong's request to draft a letter or statement regarding Congresswomen Judy Chu's loyalty to the United States.

Councilmember Yiu announced her attendance at Congresswoman Judy Chu's roundtable with Secretary of Health along with other community leaders to discuss the need for mental health resources and funding. She said she also attended a small business walk-in tour with Small Business Administration (SBA) Administrator, Isabella Guzman, hosted by Congresswomen Judy Chu in Downtown Monterey Park. She said she also attended the Women's Club Tea party and looks forward to the fashion show. She mentioned she also attend the Doushan and Tai Shan Associations New Year celebrations and the Top Golf groundbreaking ceremony at Quiet Cannon in Montebello.

Councilmember Ngo said he attended the United States Health and Human Services Cabinet Meeting hosted by Secretary Xavier Becerra. He mentioned he attended at the SBA meeting, Doushan's Spring Festival, and Top Golf event. He wanted to thank the Fire Chief and Police Chief for the Townhall Public Safety Meeting that was held on February 16, 2023. He also said he attended the Senior Defense Seminar on February 19th and thanked the City Manager for working with multiple organizations in planning the event. He also thanked Mayor Sanchez for attending Diversion & Inclusion Panel for Bank of America at NBC Seafood Restaurant on February 22, 2023. He said that Bank of America made a pledge to match dollar for dollar all contributions made to Asian Americans Advancing Justice, as well as Chinatown Service Center on the victims' funds.

Mayor Pro Tem Wong said he attended the roundtable organized by Congresswomen Judy Chu, Health and Community Services Cabinet Meeting hosted by Secretary Xavier Becerra, and SBA meeting with Administrator Isabella Guzman. He asked if staff could draft a letter or statement in support of Congresswomen Judy Chu due to xenophobic remarks made by her fellow congress member questioning her loyalty to the United States. He appointed Jacob Kato to the Traffic Commission. He mentioned he would like to invite the San Gabriel Valley Regional Housing Trust to give a briefing to the City Council about their efforts on building housing.

Mayor Sanchez said he is thankful for the Town Hall Meeting that was held by the Police Chief and Fire Chief. He also said he attended the Cookie with the Rookie event. He mentioned he was able to attend an awards banquet at Quiet Cannon in Montebello for Mark Keppel Highschool Academic Decathlon Team, that placed first in Los Angeles County for the fourth time in a row. He requested that the Mark Keppel Decathlon Team be recognized at a future City Council meeting for their achievements.

**6-A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK IN SUPPORT OF ACA 5, CONSTITUTIONAL AMENDMENT TO REPEAL PROPOSITION 8 LANGUAGE AND PROTECTS SAME-SEX MARRIAGE (REQUESTED BY MAYOR PRO TEM WONG)**

**Action Taken:** The City Council adopted Resolution No. 2023-R16 of the City Council of the City of Monterey Park in support of ACA 5, constitutional amendment to repeal Proposition 8 language and protects same-sex marriage.

**Motion:** Moved by Mayor Pro Tem Wong and seconded by Councilmember Lo, motion carried by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Lo, Yiu, Ngo, Wong, Sanchez |
| Noes: | Council Members: | None |
| Absent: | Council Members: | None |
| Abstain: | Council Members: | None |

**Resolution No. 2023-R16**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK IN SUPPORT OF ACA 5, CONSTITUTIONAL AMENDMENT TO REPEAL PROPOSITION 8 LANGUAGE AND PROTECTS SAME-SEX MARRIAGE

**7. FUTURE AGENDA ITEMS** – None.

**8. CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE)**
None.

**ADJOURNMENT**

There being no further business for consideration, the meeting was adjourned at 9:15 p.m.

_____
Maychelle Yee
City Clerk

# MINUTES
# MONTEREY PARK CITY COUNCIL
# FINANCING AUTHORITY (MPFA)
# HOUSING AUTHORITY (MPHA)
# GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
# SUCCESSOR AGENCY (SA)
# SPECIAL MEETING
# MARCH 8, 2023

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall located at 320 West Newmark Avenue in the City of Monterey Park, Tuesday, March 8, 2023 at 5:30 p.m.

**CALL TO ORDER:**
Mayor Pro Tem called the meeting to order at 5:35 p.m.

**ROLL CALL:**
Mayor Pro Tem called the roll:

| | |
|---|---|
| Council Members Present: | Henry Lo, Vinh Ngo, Jose Sanchez arrived at 5:38 p.m., Yvonne Yiu |
| Council Members Absent: | None |

**ALSO PRESENT:** City Attorney Karl Berger, City Manager Ron Bow, Assistant City Manager Inez Alvarez, Director of Finance Martha Garcia, Director of Human Resources Christine Tomikawa, and Deputy City Clerk Cindy Trang

**ORAL AND WRITTEN COMMUNICATIONS:** None.

## 1. OPEN SESSION

## 1-A. APPOINT LABOR NEGOTIATORS

**Action Taken:** The City Council appointed Steve Berliner, Esq. from Liebert Cassidy & Whitmore (the City's special counsel for labor matters) and Christine Tomikawa, Director of Human Resources and Risk Management as the City's Labor Negotiators for: Confidential Employees' Association, Firefighters' Association, Mid-Management Association, Police Captains' Association, Police Officers' Association, Police Officers' Mid-Management Association, Professional Chief Officers' Association, and Service Employees International Union Local 721.

**Motion:** Moved by Councilmember Ngo and seconded by Councilmember Yiu motion carried by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Lo, Yiu, Ngo, Wong |
| Noes: | Council Members: | None |
| Absent: | Council Members: | Sanchez |
| Abstain: | Council Members: | None |

**2. CLOSED SESSION**

The City Council adjourned to Closed Session at 5:38 p.m.

**2-A. CONFERENCE WITH CITY'S LABOR NEGOTIATORS, PURSUANT TO CALIFORNIA GOVERNMENT CODE §54957.6)**

| | |
|---|---|
| City Negotiators: | Steve Berliner and Christine Tomikawa |
| Employee Organizations: | Confidential Employees' Association, Firefighters' Association, Mid-Management Association, Police Captains' Association, Police Officers' Association, Police Officers' Mid-Management Association, Professional Chief Officers' Association, and Service Employees International Union, Local 721 |

**RECONVENE & ADJOURNMENT**

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:43 p.m.

**Action Taken:** No reportable action taken.

_____
Maychelle Yee
City Clerk

# MINUTES
# MONTEREY PARK CITY COUNCIL
# FINANCING AUTHORITY (MPFA)
# HOUSING AUTHORITY (MPHA)
# GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
# SUCCESSOR AGENCY (SA)
# REGULAR MEETING
# MARCH 15, 2023

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) 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, March 15, 2023 at 6:30 p.m.

**CALL TO ORDER:**
Mayor Sanchez called the meeting to order at 6:34 p.m.

**FLAG SALUTE:**
Mayor Sanchez called the flag salute.

**ROLL CALL:**
City Clerk Maychelle Yee called the roll:

| | |
|---|---|
| Council Members Present: | Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Yvonne Yiu |
| Council Members Absent: | None |

**ALSO PRESENT:** City Attorney Karl Berger, City Treasurer Amy Lee, Assistant City Manager Inez Alvarez, Police Chief Scott Wiese, Fire Chief Matt Hallock, City Librarian Diana Garcia, Director of Public Works Shawn Igoe, Director of Recreations and Community Services Robert Aguirre, Director of Finance Martha Garcia, Interim Planning Director Jessica Serrano, Police Captain Bill Cuevas, Police Captain Gustavo Jimenez, Finance Manager Laura Borjon, Senior Planner Beth Chow, CivicSparks Fellow Olivia Williams, Assistant Deputy City Clerk Helena Cho, Senior Clerk Typist Christine Sakata

**VIRTUALLY PRESENT:** Karina Narvaez, Los Angeles County Agricultural Commissioner/Weights & Measures

**AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS**
Assistant City Manager Alvarez announced the addition of Public Works Department under Staff Communications.

**PUBLIC COMMUNICATIONS**

- Sarkis Antonian, resident, voiced his concerns regarding illegal drug use throughout the States and President Biden's visit to Monterey Park.

- Byron de Arakal, Consulting Director Entitlement Planning, TRC Retail, voiced his concerns regarding Raising Cane's on Atlantic Blvd and provided the City Council with documents supporting his concerns.

- Nancy Arcuri, resident, thanked City of Monterey Park for declaring March as Women's History month. She also asked on the status of the drought issue based on the amount of rain we received. She wished everyone a Happy St. Patrick's Day.

- Joseph Leon, San Gabriel Valley Mosquito Vector Control Board member, reported there are currently no West Nile virus cases in the community. He reminded the community with the recent amount of rain to be mindful of standing water, which mosquitos like to breed in.

- Ed Chen, Athens Services, invited the community to the Compost Giveaway which will be held at Garvey Ranch Park on March 25, 2023, from 9:00 a.m. – 12:00 p.m. He mentioned that there is a 30-gallon limit per household for the first hour, and the last two hours are unlimited while supplies last.

- Jennifer Tang, on behalf of Assembly Member Mike Fong, said they partnered with City of Monterey Park to host California Healthy Beautification Day at Garvey Ranch Park picnic shelter from 8:00 a.m. – 12:00 p.m. on Saturday, March 25, 2023. She congratulated the Mark Keppel Decathlon team and their coach Tim Tran.

- Jesse Chang, resident, voiced his idea on a community center to bring people together in ways that can be creative and generative.

- Johnny Phun, resident, expressed his support for a community center.

- Dr. Julie Phun, resident, shared the history and landmarks of Monterey Park that she remembered growing up. She voiced the idea of creating a community space for the public to share and celebrate diversity. She mentioned if this idea can be considered in their strategic planning as the city navigates away from January's tragedy.

## STAFF COMMUNICATIONS

This was heard after Agenda Item 1A.

- Library Services: City Librarian Garcia gave updates for the month of March. She shared information about an exhibit on the legal history of Chinese American Women called HERSTORY 2. She also mentioned a program featuring the Women's Leadership Panel in honor of Women's History month. She reminded the community of Drop-in Counseling, VITA Clinic, and the upcoming Novel-Tea fundraiser.

- Recreation and Community Services Department: Director of Recreation and Community Service Aguirre reminded the community of upcoming events: Shamrock Ball, Electric Park, Spring Egg Hunt, Cherry Blossom Festival, Earth Day, and Mardi Gras. He mentioned there will be a large banner at the Electric Park festival in several different languages saying, "United We Dance". He said based on the recent tragedy at the local dance studio, this banner is to remind everyone to not stop dancing and not to stop enjoying what they do.

- Public Works: Public Works Director Igoe shared upcoming events. He said the Free Compost event is in partnership with Athens Disposal and will be held on March 25th, 2023 from 9:00 am – 12:00 p.m. Bulky Item Spring Cleaning Event on April 8, 2023 from 8:00 am – 1:00 p.m. He reminded the community to be connected to the GoMPK app. He encouraged people to sign up for Nixle, an app that notifies residents with public safety matters.

## 1. PRESENTATION

Matters listed under presentation are informational content and for discussion only.

## 1-A. MARK KEPPEL HIGH SCHOOL DECATHLON TEAM

This was heard after public communications.

The Monterey Park City Council provided certificates and showed their sincere congratulations to the Mark Keppel High School Decathlon team.

Tin Tran has been the Academic Decathlon coach at Mark Keppel High School for the last 10 years. The Decathlon team has held the championship title for the last four years.

The Mark Keppel High School Decathlon team consists of: Ryan Chan, Yuliao Fan, Sandra Liang, Pammy Lin, Ryan Lin, Karen Shi, Janet You, Jack Zhao, and Zechuan Zhou

## 1-B. MONTEREY PARK COMMUNITY HEALING FUND UPDATE

This item was heard after Staff Communications.

City Treasurer Lee, Fund Administrator for the Monterey Park Community Healing Fund reported that the fund balance is $45,500. She mentioned that they will be starting their community outreach at the Electric Park event. She also reminded the public about the Monterey Park's Fire Department fundraiser event on March 25, 2023, and all proceeds will be donated to the Monterey Park Community Healing Fund.

## 1-C. GOING GREEN OUTREACH & SURVEY RESULTS

Olivia Williams, CivicSparks fellow, shared timeline updates on the Going Green Program.

## 1-D. AUTISM AWARENESS MONTH

Police Captain Jimenez gave a brief history of the Autism Awareness Patch. He said all proceed from the sale of the patches with be donated to the MERCI Center located in Monterey Park.

## 2. OLD BUSINESS - None.

## 2-A. SIGNING HEALTHY WORKPLACE ENVIRONMENT PLEDGES IN ACCORDANCE WITH THE MONTEREY PARK CODE OF CONDUCT

A review of the City's records shows that officials elected in November 2022 have not yet signed Healthy Workplace Environment pledge in accordance with Resolution No. 12184 (Council Members Lo and Yiu previously signed these pledges). As noted in the attached staff reports from 2019, 2020, and 2022 (all without attachments), the Code of Conduct applies to every elected and appointed public official and may be enforced in the manner stated within Resolution No. 12184.

Signing the attached pledge also demonstrates the officials' voluntarily desire to comply with the Code of Conduct. Such action helps promote a healthy and professional work environment for all of us serving the City of Monterey Park.

**Action Taken:** The City Council received and filed this report; and Mayor Sanchez, Mayor Pro Tem Wong, Councilmember Ngo, City Clerk Yee, and City Treasurer Lee signed the Healthy Workplace Environment Pledge.

## 3. CONSENT CALENDAR ITEMS NOS. 3A-3K

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

**Action Taken:** The City Council approved and adopted Agenda Item No. 3A, 3B, 3C, 3E, 3F, 3G, 3I, and 3J on Consent Calendar, excluding item No. 3D and 3H which were pulled for discussion, separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof. As amended to correct a typo on Item No. 3A, Minutes, the special meeting of January 31, 2023, under Council Communications for Mayor Pro Tem Wong, the last sentence stated SP-1339, it should be corrected to SB 1439.

**Motion:** Moved by Councilmember Ngo and seconded by Councilmember Yiu, motion carried by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Lo, Yiu, Ngo, Wong, Sanchez |
| Noes: | Council Members: | None |
| Absent: | Council Members: | None |
| Abstain: | Council Members: | None |

## 3-A. MINUTES

Approving the minutes from the special of January 31, 2023, and special and regular meetings of February 15, 2023.

**Action Taken:** The City Council approved the meeting minutes from the special meeting of January 31, 2023 and the special and regular meeting minutes of February 15, 2023 as amended to correct a typo on Item No. 3A, Minutes, the special meeting of January 31, 2023, under Council Communications for Mayor Pro Tem Wong, the last sentence stated SP-1339, it should be corrected to SB 1439.

## 3-B. MONTHLY INVESTMENT REPORT – FEBRUARY 2023

As of February 28, 2023 invested funds for the City of Monterey Park is $76,629,652.39.

**Action Taken:** The City Council received and filed the monthly investment report for February 2023 on Consent Calendar.

**3-C. CONSIDERATION AND POSSIBLE ACTION TO ADOPT A RESOLUTION TO RECORD A NOTICE OF NUISANCE ABATEMENT LIEN AGAINST CERTAIN REAL PROPERTY IN THE CITY (APN 5254-002-031)**

Adopting the attached resolution will allow the City to recover costs, including attorney's fees, incurred the City's abatement of the public nuisance present on certain real property located in the City (Lot 1 of Tract No. 34875—APN 5254-002-031) (the "Property") owned by Center Int'l Investments, Inc. ("CII"). The Resolution authorizes recording the associated Notice of Nuisance Abatement Lien in the amount of $2,012,197.41. This will be the fourth lien placed on the Property and covers expenses that the City incurred between October 1, 2022, and December 31, 2022. After recording this lien, the liens against the Property will total $10,321,660.21.

CEQA (California Environmental Quality Act):
Adoption of the Resolution is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines § 15061(b)(3) because it can be seen with certainty that there is no possibility that the action proposed by the proposed resolution would have a significant effect on the environment.

**Action Taken:** The City Council adopted Resolution No. 2023-R17 to record a Notice of Nuisance Abatement Lien on Consent Calendar.

**Resolution No. 2023-R17**
A RESOLUTION AUTHORIZING THE RECORDATION OF A NUISANCE ABATEMENT LIEN AGAINST CERTAIN REAL PROPERTY LOCATED IN THE CITY (APN 5254-002-031)

**3-D. REINSTATING WATER SHUTOFFS IN ACCORDANCE WITH SENATE BILL 998 AND MUNICIPAL CODE 14.12.240**

By executive order issued on April 2, 2020, Governor Newsom prohibited local agencies from shutting off water to residential and certain commercial establishments for failure to pay potable water invoices. The City complied. Additionally, while not required by the Governor's order, the City also stopped applying late fee costs to delinquent accounts.

On June 3, 2020, the City Council adopted Ordinance No. 2175 which amended the MPMC to bring it into compliance with Health and Safety Code § 116900-116925 (added by Senate Bill 998). Among other things, Ordinance No. 2175 amended MPMC §14.12.240 which requires the City to wait at least 60 days before terminating water Service. Additionally, MPMC § 14.12.340 requires the City to notify low-income households with delinquent accounts regarding financial assistance programs that may assist in paying outstanding balances. All final shutoff notices must be in writing and affixed (usually with a door hanger) to the door of the property with a water account.

While the Governor's order expired September 30, 2021, and the local emergency terminated in April 2022, the City has nevertheless extended the shutoff moratorium described above. Based upon the Governor's proclamation terminating the statewide emergency on February 28, 2023, the City is now ready to resume shutoffs and collections in accordance with the MPMC.

**Action Taken:** The City Council received and filed this report and notified the City Council and public that the City will resume water shut-offs and late fees pursuant to Monterey Park Municipal Code § 14.12.240.

**Motion:** Moved by Mayor Pro Tem Wong and seconded by Councilmember Ngo, motion carried by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Lo, Yiu, Ngo, Wong, Sanchez |
| Noes: | Council Members: | None |
| Absent: | Council Members: | None |
| Abstain: | Council Members: | None |

**3-E. AUTHORIZE THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH CHINATOWN SERVICE CENTER TO UTILIZE SPACE WITHIN THE BRUGGEMEYER LIBRARY TO PROVIDE MENTAL HEALTH AND WELLNESS SERVICES**

Beginning in January 2023, Chinatown Service Center has provided multilingual counselors and caseworkers in the Monterey Park Bruggemeyer Library to support the mental health and wellness of community members following the January 21 mass shooting. This partnership serves an ongoing need of the City which is expected to continue for the next several months or longer.

The City would like to execute a license agreement with Chinatown Service Center to document the usage of the space. As part of the license agreement, the City will continue to provide space for Chinatown Service Center to table and to provide on-site counseling. Chinatown Service Center will continue to be responsible for maintaining active status and good standing as a non-profit organization and ensuring the area stays clean and in usable condition.

Staff is recommending City Council authorize the City Manager, or designee, to execute a license agreement, in a form approved by the City Attorney to use designated space within the Library to provide outreach services.

**Action Taken:** The City Council authorized the City Manager, or designee to execute a license agreement in a form approved by the City Attorney with Chinatown Service Center to utilize space within the Bruggemeyer Library to provide mental health and wellness services to the community on Consent Calendar.

**3-F. CALIFORNIA STATE LIBRARY 2023-2024 LIBRARY SERVICES TECHNOLOGY ACT (LTSA) LOCAL AND COLLABORATIVE GRANT**

The California State Library's LSTA Local and Collaborative Grant is an opportunity that provides competitive grants of up to $100,000 to local libraries to strengthen the ability of California libraries to design equitable programs and services in collaboration with their local communities.

If adopted, the proposed resolution would authorize the City Manager, or designee, to apply for the Local and Collaborative Grant and to implement a budget amendment if the City is awarded funds. The deadline to apply is March 28, 2023, funds will be awarded in the summer of 2023 and the project completion date is June 30, 2024.

**Action Taken:** The City Council adopted Resolution No. 2023-R18 authorized the City Manager, or designee, to apply for, receive, and appropriate grant funds for the California State Library's 2023-2024 LSTA Local and Collaborative Grant on Consent Calendar.

**Resolution No. 2023-R18**
A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE, AND APPROPRIATE GRANT FUNDS FOR THE CALIFORNIA STATE LIBRARY'S LIBRARY SERVICES AND TECHNOLOGY ACT LOCAL AND COLLABORATIVE GRANT

**3-G. AUTHORIZE THE CITY MANAGER TO EXECUTE LICENSE AGREEMENTS WITH YOUTH ATHLETIC ORGANIZATIONS FOR THEIR USAGE OF DESIGNATED STORAGE UNITS AND SNACK BARS IN CITY PARKS**

The City of Monterey Park has a long history of providing the community with access to a variety of youth sports with the assistance of local non-profit organizations. These local non-profit organizations utilize City facilities to manage sports leagues, clinics and competitions focused on the development of young athletes. The City would like to continue working with the athletic organizations to provide recreational and competitive sports opportunities. To manage each of these sports the organizations store maintenance and athletic equipment that is housed in storage units located at each park for easy and consistent access. Some of the organizations also utilize designated snack bars to help raise funding to support their non-profit.

The City will continue to provide dedicated spaces for the storage units to be housed and maintain the area around each unit and provide access to designated snack bars for permitted use. Each organization will continue to be responsible for securely storing their equipment; maintaining active status and in good standing as a non-profit organization; and ensuring the site stays clean and in usable

condition. The City is not responsible for the storage unit or its contents. Organizations operating a snack bar will be responsible for and in compliance with all County of Los Angeles Public Health Department's health and safety standards. Even though these organizations have been active for many years and have stored equipment in City parks, the City would like to establish a license agreement with each organization to document the usage of the spaces.

Staff is recommending City Council authorize the City Manager, or designee, to execute license agreements, in a form approved by the City Attorney to use designated storage units and snack bars in City parks.

**Action Taken:** The City Council authorized the City Manager, or designee, to execute license agreements, in a form approved by the City Attorney with the MPK Baseball and Softball Inc, and SoCal Elite Soccer Club to utilize designated storage units and snack bars in City Parks on Consent Calendar.

## 3-H. FY 2022-23 SIDEWALK REPAIR PROJECT (SPEC NO. 2022-011)

Staff prepared a bid specification for the 2022-23 Sidewalk Repair project and requests the City Council's authorization to add the proposed project to the City's FY 22-23 Capital Improvement Plan (CIP). A budget appropriation of $52,182 from Prop A Funds, $174,946 from TDA 3 Fund, and $122,671 from Gas Tax Fund to the FY 22-23 Budget is requested to proceed with this project. This project will repair existing concrete infrastructure throughout the City.

CEQA (California Environmental Quality Act)
The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The Project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The Project is not anticipated to have any significant impacts regarding traffic, noise, air quality or water quality.

**Action Taken:** The City Council adopted Resolution No. 2023-R19 to add the FY 2022-23 Sidewalk Repair to the Capital Improvement Plan ("CIP"), and appropriated $52,182 from Prop A Funds, $174,946 from TDA 3 Fund, and $122,672 from Gas Tax Fund to the FY 22-23 Budget to proceed with this project,

**Motion:** Moved by Mayor Pro Tem Wong and seconded by Councilmember Ngo, motion carried by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Lo, Yiu, Ngo, Wong, Sanchez |
| Noes: | Council Members: | None |
| Absent: | Council Members: | None |
| Abstain: | Council Members: | None |

**Resolution No. 2023-R19**
A RESOLUTION AMENDING RESOLUTION NO. 2022-R32 TO ADD THE 2022-23 SIDEWALK REPAIR PROJECT AS PROJECT NO. 96039 TO THE CAPITAL IMPROVEMENT PLAN ("CIP") AND FINDING SUCH AMENDMENT CONFORMS WITH THE GENERAL PLAN

## 3-I. RECEIVE AND FILE STAFF REPORT SUMMARIZING THE STATUS OF EMERGENCY REPAIRS OF THE MONTEREY PASS ROAD WATER LINE

On August 17, 2022, City Council adopted Resolution No. 2022-R69 authorizing the City Manager to take necessary measures for emergency repair of a water main line on Monterey Pass Road. Recurring water main leaks in several areas within Monterey Pass Road between the intersections of Vagabond Drive and Brightwood street resulted in extensive infrastructure damage to the roadway and necessary water main pipe repairs to ensure continued water service to residences and businesses in the area.

**Action Taken:** The City Council received and filed the staff report that summarized the status of emergency repairs of the Monterey Park Pass Road water line on Consent Calendar.

## 3-J. TASK ORDER TO RKA CONSULTANTS FOR PUBLIC WORKS INSPECTION SERVICES

On January 19, 2022, City Council approved Agreement No. 2283-A with RKA Consulting Group for on-call Engineering Services. Staff requests approval to execute a Task Order to this Agreement for public works inspection services, not to exceed $218,000 annually.

**Action Taken:** The City Council authorized the City Manager to execute a Task Order, per Agreement 2283-A with RKA Consulting Group for Public Works inspections services, in a form approved by the City Attorney, not to exceed $218,000 annually on Consent Calendar.

## 4. PUBLIC HEARING

## 4-A. ANNUAL WEED ABATEMENT PROTEST HEARING

The County of Los Angeles Department of Agriculture Commissioner and Weights and Measures submitted to the City the annual Weed Abatement Declaration List and resolution declaring that weeds, brush, rubbish, refuse, and dirt maintained on certain private properties in the City, are a public nuisance. At the regular City Council meeting on March 1, 2023, the Council adopted Resolution No. 2023-R14 approving the 2023 Weed Abatement Declaration List as posted by the County. By adopting the Resolution, the Council declared its intention to provide for the

abatement of said public nuisances. To complete the process, the Council must hold a protest hearing to allow parcel owners identified on the Declaration List an opportunity to object to their inclusion thereon.

CEQA (California Environmental Quality Act) Discussion:
Adoption of the Resolution is exempt for the California Environmental Quality Act ("CEQA") under CEQA Guidelines § 15061(b) (3), because it can be seen with certainty that there is no possibility that the Resolution may have a significant effect on the environment.

**Action Taken:** Mayor Pro Tem Wong did not participate on Agenda Item No. 4A due to potential conflict of interest and left the dais as his employer, Southern California Edison has properties listed on the weed abatement declaration list. The City Council opened the public hearing at 8:23 p.m. to receive testimonial and documentary evidence; and closed the public hearing at 8:24 p.m. with no registered speakers; and adopted Resolution No. 2023-R20 with the Declaration List.

**Motion:** Moved by Councilmember Ngo and seconded by Councilmember Lo, motion carried by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Lo, Yiu, Ngo, Sanchez |
| Noes: | Council Members: | None |
| Absent: | Council Members: | Wong |
| Abstain: | Council Members: | None |

**Resolution No. 2023-R20**
A RESOLUTION ADOPTED PURSUANT TO GOVERNMENT CODE § 39561 DECLARING THAT WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DECLARING ITS INTENTION TO PROVIDE FOR ABATEMENT

**5. NEW BUSINESS** – None.

**6. CITY COMMUNICATIONS (CITY COUNCIL)**

Councilmember Lo thanked the Police Department and city staff for their preparation of President Biden's visit to Monterey Park on Tuesday, March 14, 2023, to addressed gun violence. He also shared that he was invited to speak at the National Asian American Pacific Islander Chamber of Commerce Entrepreneurship Round Table held at the San Gabriel Hilton. He said he had the opportunity to attend the Southern California Swearing-in ceremony for Attorney General Rob Bonta.

Councilmember Yiu said she greatly appreciated President Biden's visit and that it was a great honor to be able to meet and talk with him in person.

Councilmember Ngo acknowledged the Fire and Police for organizing the Presidential visit. He mentioned his tour with the Police and Fire Department to see what goes on behind the scenes and thanked both chiefs for the visit.

Mayor Pro Tem Wong said he also toured the Fire and Police Department. He thanked the chiefs for their guidance and the issues and concerns within the community. He said he looks forward to future tours with other departments and briefings. He mentioned that he attended the League of California Cities Division dinner on March 2, 2023, in Downtown Los Angeles. He reported they talked about upcoming measures and addressed homelessness and housing in Los Angeles. He mentioned he attended State Attorney General Rob Bonta's Swearing-in ceremony in Los Angeles Little Tokyo. He talked about his attendance to President Biden's visit to help the community heal and bring them together on additional gun violence prevention measures at a federal level. He appreciates all City departments for making that visit happen smoothly. He spoke on the State Grant Application for the Library Book Mobile and suggested the library reach out to our Legislators for support. He spoke on the last council meeting's resolution on gun control regulations and asked if a letter of support could be drafted and sent to the Senate Appropriation Committee.

Mayor Sanchez echoed Mayor Pro Tem Wong's last statement regarding a support letter of gun control regulations and added two other bills for consideration. He said the first bill is CA AB28, gun violence prevention act. He reported it would create an excess tax on the revenue being made from gun sales and ammunition and the money would be used for gun prevention programs in the state. He said the second bill is SB2, public carry law, in response to Supreme Court's Bruen ruling. He also expressed his appreciation towards the city staff on the effort made behind the scenes to create President Biden's visit. He also mentioned on March 10, 2023, he joined City Treasurer Lee to talk about public service to the Cub Scouts. He also thanked Police Chief Wiese and Fire Chief Hallock for the tours of the Police and Fire Departments. He said he was invited by Moms Demand Action, a nationwide gun violence prevention group to the State Capital last weekend.

**6-A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA DECLARING THE MONTH OF MARCH AS WOMEN'S HISTORY MONTH, A NATIONAL CELEBRATION THAT HIGHLIGHTS THE CONTRIBUTIONS OF WOMEN TO EVENTS IN HISTORY AND CONTEMPORARY SOCIETY (REQUESTED BY MAYOR SANCHEZ)**

**Action Taken:** The City Council adopted Resolution No. 2023-R21 of the City of Monterey Park, California declared the month of March as Women's History

Month, a national celebration that highlights the contributions of women to events in history and contemporary society.

**Motion:** Moved by Mayor Pro Tem Wong and seconded by Councilmember Yiu, motion carried by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Lo, Yiu, Ngo, Wong, Sanchez |
| Noes: | Council Members: | None |
| Absent: | Council Members: | None |
| Abstain: | Council Members: | None |

**Resolution No. 2023-R21**
A RESOLUTION OF THE CITY OF MONTEREY PARK, CALIFORNIA DECLARING THE MONTH OF MARCH AS WOMEN'S HISTORY MONTH, A NATIONAL CELEBRATION THAT HIGHLIGHTS THE CONTRIBUTIONS OF WOMEN TO EVENTS IN HISTORY AND CONTEMPORARY SOCIETY

## 7. FUTURE AGENDA ITEMS

Mayor Sanchez proposed a land acknowledgement to be utilized at the start of City Council meetings.

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

None.

## ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 8:43 p.m.

_____
Maychelle Yee
City Clerk

# City Council Staff Report

**DATE:** April 5, 2023
**AGENDA ITEM NO:** Consent Calendar - 3B

**TO:** The Honorable Mayor and City Council
**FROM:** Ron Bow, City Manager
Shawn Igoe, Public Works Director
**SUBJECT:** Report on Local Emergencies pursuant to Government Code § 8630; Ratification of actions taken by the Director of Emergency Services; Extension of Winter Storms and Local Shooting Emergencies.

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Receive and file this report pursuant to Government Code § 8630;
2. Ratify certain actions taken by the Director of Emergency Services including, without limitation, extending the effective date for issuing building permits for the Rykadan 005, LLC project (aka "Celadon") pursuant to Development Agreement (DA-21-XX); and
3. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

On January 8, 2023 (as ratified by Resolution No. 2023-R5, adopted January 18, 2023) and, separately, on January 31, 2023 (Resolution No. 2023-R7), the City declared local emergencies. The first local emergency was in response to the 2023 Winter Storms that continue to stretch the City's resources; the second was in response to the Mass Casualty Incident resulting in the death of 11 people on January 21, 2023 (collectively, the "2023 Emergencies").

The City Manager, acting in his capacity as the Emergency Services Director, undertook various actions to prioritize the use of public resources to manage the 2023 Emergencies. Among other things, public safety and public works personnel were mobilized in response to visits by the President and Vice-President of the United States; the Governor of California; and multiple, additional, dignitaries.

This report is submitted to the City Council in compliance with Government Code § 8630. It also requests that the City Council ratify several actions taken by the City Manager in accordance with his emergency powers under the 2023 Emergencies and that the 2023 Emergencies by extended to May 1, 2023.

**BACKGROUND:**

A consequence of responding to the 2023 Emergencies is that the City's resources are stretched thin. While the Police and Fire Departments were the most affected, the Public Works Department – which responds to storm damage, infrastructure needs, and street closures (for example, in response to POTUS's visit) – is also significantly affected. Among other things, the 2023 Emergencies interfered with the Public Works Department's ability to process building plans for various pending projects that were approved by the City Council in 2022.

On January 1, 2023, various uniform codes imposed by the State of California became effective. Ordinance No. 2224 (adopted November 16, 2022) implements the uniform codes within the City of Monterey Park. Section 23 of Ordinance No. 2224 provides

> "[p]rojects for which a building permit application and building plans were submitted before the effective date of this Ordinance, and for which building permits are obtained within 90 days from the effective date … are exempt from the regulations in the 2022 [uniform] code update including the [uniform] codes adopted by reference…."

The Celadon project was approved by the City Council in 2021 via Ordinance No. 2215 (adopted October 20, 2021). Among other things, Ordinance No. 2215 approved a development agreement ("DA") between the City and Rykadan. Section 4.2 of the DA provides, in part, that the City "will not unreasonably withhold … any [permits] that may be issued by City in order for the [Celadon] Project to proceed…." Although the DA contains a specific exemption from this general requirement for the uniform codes adopted by Ordinance No. 2224, the 2023 Emergencies also activated Section 10.22 of the DA which is captioned "Unavoidable Delays or Events." Among other things, that section provides that the time for performing under the DA will be excused during a delay caused by "terrorism … floods … governmental restrictions … or similar bases…."

Rykadan filed all processing fees and paperwork in 2022 to secure a building permit before April 1, 2023 (the deadline established by Ordinance No. 2224). The 2023 Emergencies, however, delayed the City's review (and response to corrections) by at least three weeks. Indeed, the Police Department is just now conducting its initial review of the Rykadan plans; the Fire Department is undergoing its second review of the plans. Overall, the City's project manager for Celadon estimates that building permits may be issued by May 1, 2023. Based upon the foregoing, the City Manager utilized his emergency powers to extend the deadline for Celadon obtaining a building permit from April 1, 2023 to May 1, 2023. The City Council is asked to ratify this action.

Permits for other Celadon project related work are being issued before the April 1st deadline established by Ordinance No. 2224: grading and demolition permits are being issued to allow Rykadan to proceed with offsite SCE undergrounding work; offsite curb,

gutter, sidewalk, and utilities construction; and staging and traffic control/logistics preparations.

**FISCAL IMPACT:**

The Public Works Department incurred $8,550 in overtime related work. This included "No Parking" sign installation; set up and take down of street closure related equipment; setup of message boards; and support to the Secret Service and Police/Fire Departments activities. Additional fiscal impact is being calculated and may be reported verbally during the City Council meeting.

Respectfully submitted by:

Shawn Igoe
Director of Public Works

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**Attachment:**

1. Administrative Order issued March 30, 2023

# ATTACHMENT 1
Administrative Order

**CITY OF MONTEREY PARK**

City Manager's Office

# ADMINISTRATIVE ORDER

(Pursuant to Resolution Nos. 2023-R5 and 2023-R7)

Ordinance No. 2224 (adopted November 16, 2022) implements uniform codes imposed by Title 24 of the California Code of Regulations within the City of Monterey Park. Section 23 of Ordinance No. 2224 requires that all persons seeking building permits utilizing the 2019 uniform codes file plans and processing fees not later than December 31, 2022 and secure a building permit before April 1, 2023.

Ordinance No. 2215 (adopted October 20, 2021) approved a development agreement ("DA") between the City and Rykadan 005, LLC ("Rykadan") which is the developer for the so-called "Celadon Project." Based upon the local emergencies identified in Resolution Nos. 2023-R5 and 2023-R7, there was a "Unavoidable Delay" in processing building plans for the Celadon Project. Accordingly, pursuant to Monterey Park Municipal Code Chapter 2.52; Section 4 of Resolution No. 2023-R5; and Sections 4.2 and 10.22 of the DA, the deadline in Section 23 of Ordinance No. 2224 is extended until May 1, 2023 for the Celadon Project only. All permits that may be issued pursuant to the uniform codes should be ministerially issued in accordance with applicable law.

_____

Ron Bow, City Manager

March 30, 2023 at 4:15 pm
Date/Time

# City Council Staff Report

**DATE:** April 5, 2023

**AGENDA ITEM NO:** Consent Calendar - 3C

**TO:** The Honorable Mayor and City Council

**FROM:** Martha Garcia, Director of Finance

**SUBJECT:** Renewal of the Assessment District for Fiscal Year 2023-24 and schedule a public hearing pursuant to Streets and Highways Code §§ 22500, *et seq*.

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution declaring the City Council's intent to levy and collect assessments for Fiscal Year 2023-24 in Citywide Maintenance District No. 93-1 pursuant to Streets and Highways Code §§ 22500, *et seq*. and setting a time and place for a public hearing; and
2. Taking such additional, related, action that may be desirable.

## CEQA (California Environmental Quality Act):

The proposed action is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq*.; "CEQA") and CEQA Guidelines (Cal. Code Regs. tit. 14, §§ 15000, *et seq*.) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. The proposed action, therefore, is categorically exempt from further CEQA review under CEQA Guidelines § 15273.

## EXECUTIVE SUMMARY:

In 1993 the City formed a citywide benefit assessment district to finance the operation and maintenance of public street lighting and landscaping. The district was renewed each of the past 30 years and must be renewed for 2023-24 in order for the City to continue collecting assessments. To begin the district renewal, staff recommends a public hearing be held on June 7, 2023. Scheduling the public hearing is a required process and it does not automatically renew the district. The district renewal will follow the City Council's action at the conclusion of the June 7th public hearing.

## BACKGROUND:

In 1993, the State implemented the Education Revenue Augmentation (ERAF) transfer that shifts property tax revenues from local governments to schools. The City's loss from ERAF was $1.2 million. In 1993, after considering various options to balance the budget, the City formed a benefit assessment district. The assessment revenues are used to pay for the costs for maintaining street lighting and public landscaping. The funds freed up by the assessment revenues are used to maintain essential City services such as police, fire, public works, recreation, and library.

The City's assessment district was formed under the 1972 Lighting and Landscaping Act (Streets and Highways Code § 22500). The law requires the City to renew the assessment district each year to continue the collection of assessments. The City has renewed the district for the past 30 years. To start the renewal process, the attached resolution and the March 15, 2023 engineer's report were prepared for the City Council's consideration.

## RESOLUTION OF INTENTION

The draft Resolution incorporates the March 15, 2023 Engineer's Report which was prepared pursuant to Streets and Highways Code § 22566. It also describes the assessment district and its boundaries, specifies date, time, and place of the public hearing for protests. The proposed assessment per single family home for 2023-24 is $40.97. There is no increase from 2022-23. As shown in the attached resolution, staff recommends that the hearing be scheduled for June 7, 2023 at 6:30 p.m. in the City Council Chamber. As required by law, a notice for the public hearing will be published.

## FISCAL IMPACT:

The proposed assessment rates for 2023-24 are the same as for 2022-23. The projected assessment revenue is approximately $1,004,990. If the City does not renew the assessment district, it must reduce expenditures by $1,004,990 to balance the budget.

Respectfully submitted by:

Martha Garcia
Director of Finance

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**ATTACHMENT:**

1. Resolution

# ATTACHMENT 1
Resolution

**RESOLUTION NO. _____**

**RESOLUTION DECLARING THE CITY COUNCIL'S INTENT TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2023-2024 IN CITYWIDE MAINTENANCE DISTRICT NO. 93-1 PURSUANT TO STREETS AND HIGHWAYS CODE § 22587 AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING.**

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

SECTION 1: The City Council finds as follows:

A. The City Council seeks to levy assessments for Fiscal Year 2023-24 pursuant to Streets and Highways Code §§ 22500, *et seq*. for Citywide Maintenance District No. 93-1 ("District"); and

B. The District is exempt from the procedures and approval process of California Constitution art. XIIID, § 4 pursuant to California Constitution, art. XIIID, § 5(a).

SECTION 2: An Engineer's Report ("Report"), dated March 15, 2023, was prepared pursuant to Streets and Highways Code § 22566 for Fiscal Year 2023-2024. A copy of the Report is attached as Exhibit "A" and incorporated by reference.

SECTION 3: After reviewing the Report, the City Council finds as follows:

A. The Report sufficiently meets the requirements set forth in Streets and Highways Code §§ 22565, *et seq*.

B. The Engineer's estimate of the itemized costs and expenses of said work, as contained in the Report is preliminarily approved and confirmed.

C. The diagram, showing the boundaries of the land within the District referred to and described in the Report is preliminarily approved and confirmed.

D. The proposed assessment upon the land in the District is in proportion to the estimated special benefit to be received by said land, as contained in the Report, is hereby preliminarily approved and confirmed.

E. The Report may be used for the purposes of all subsequent proceedings pursuant to the proposed benefit assessment.

SECTION 4: The City Council directs the City Clerk to give notice that the City Council intends to undertake proceedings for levying and collecting of special assessments for Fiscal Year 2023-24 on real property within the District for the continual maintenance of certain improvements as shown and delineated on a map previously approved by City

Council and on file with the City Clerk which is available for public inspection as if fully set forth (“Map”) pursuant to Streets and Highways Code § 22508. Any proposed changes to the map, maintenance, and assessments are set forth in the Report.

SECTION 5: On June 7, 2023, the City Council will consider ordering the annual assessment recommended by the Report. The annual assessment proposed for each Equivalent Dwelling Unit (EDU) in the Report is $40.97 for Fiscal Year 2023-24, no increase from Fiscal Year 2022-23.

SECTION 6: If approved, the assessment levied and collected is for maintaining certain landscaping and street lighting improvements, as set forth in the Report, referenced and so incorporated herein.

SECTION 7: If approved, the County Auditor/Controller must enter on the County Assessment Roll the amount of the assessments and collect such assessments at the time and in the same manner as County taxes are collected. After collection by the County, the net amount of the assessments, after the deduction of any compensation due to the County for collection, must be paid to the City Treasurer for purposes of paying the costs and expenses of the District.

SECTION 8: All monies collected for such assessments must be deposited in a special fund known as "Special Fund City of Monterey Park Citywide Maintenance District No. 93-1." Payment may be made out of said fund only for the purpose provided for in this Resolution and as set forth in an appropriate resolution on or about June 7, 2023.

SECTION 9: Any public property included within boundaries of the District is exempt from assessment.

SECTION 10: The public hearing to consider levying the assessments identified in this Resolution will take place on June 7, 2023, or as soon thereafter as is practicable, at a regular meeting of the City Council at the Council Chamber, 320 West Newmark Avenue, Monterey Park.

SECTION 11: The City Clerk is hereby authorized and directed to publish this Resolution pursuant to Government Code § 6061 and Streets and Highways Code § 22554.

SECTION 12: A majority protest from the property owners may cause any proposed increase of assessment for the 2023-24 Fiscal Year to be abandoned. Written protest must be submitted to the City Clerk's office at City Hall, 320 West Newmark Avenue, Monterey Park, CA 91754, before the close of the public hearing on June 7, 2023. Each written protest must state the grounds of objection and contain a description of property owned.

SECTION 13: For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical-nature, your attention is directed to the below listed person so designated:

Martha Garcia
Director of Finance
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754
(626) 307-1349

SECTION 14: *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 15: *Recordation*. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 16: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 5th day of April, 2023

_____
Jose Sanchez, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

Approved as to Form:

_____
Karl H. Berger, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES §
CITY OF MONTEREY PARK

I, Maychelle Yee, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly adopted and passed at a regular meeting of the Monterey Park City Council on the 5th day of April, 2023 by the following vote:

Ayes:
Noes:
Abstain:
Absent:

Dated this 5th day of April, 2023.

_____
Maychelle Yee, City Clerk
Monterey Park, California

**Exhibit A**

**MARCH 15, 2023**

# ENGINEER'S REPORT

# CITY OF MONTEREY PARK

# CITYWIDE MAINTENANCE DISTRICT NO. 93-1

# FOR THE 2023-2024 FISCAL YEAR

# ENGINEER'S REPORT
# CITY OF MONTEREY PARK
# CITYWIDE MAINTENANCE DISTRICT NO. 93-1
# FOR THE 2023-2024 FISCAL YEAR

## PURPOSE

The purpose of this report is to establish the annual levy of assessments for the City of Monterey Park Citywide Maintenance District 93-1 (District) for the 2023-2024 Fiscal Year.

## INTRODUCTION

The District was formed in 1993 under the Landscaping and Lighting Act of 1972 (the "Act"). The District provides the City with a source of funds for the operation and maintenance of street trees, median landscaping, and streetlights on arterial streets within the City. Assessments are levied upon each parcel for the necessary costs of operating, servicing, and maintenance of the respective facilities, which provides safety protection and enhances the value of each and every parcel in the City.

Street tree and median landscaping maintenance are important services in any urban environment. Trees and landscaping, when well maintained, provide beautification, shade, traffic safety, and enhancement of the desirability of the surroundings, along with a direct, positive effect on property values.

Adequate street lighting is considered imperative for their contribution to public convenience and community safety. Protection of property, increased public safety, reduction of traffic accidents, savings in accident costs and lost working hours, are specific benefits that benefit properties within the City of Monterey Park. The lighting benefit is directly related to public safety and property protection.

Property values in a community are increased when public infrastructure such as street trees, median landscaping, and street lighting are in place, improved, operable, safe, clean and maintained. Facilities that are unsafe or destroyed by the elements or vandalism decrease quality of life.

The operation, servicing, and maintenance of the facilities within the District are consistent with the Act, and will be administered pursuant to the City of Monterey Park ordinances and regulations.

The properties that benefit from operation and maintenance of the street trees, median landscaping, and lighting will fund these activities in proportion to the specific benefits that each property receives.

Payment for the assessment for each parcel will be made in the same manner and at the same time as payments are made for property taxes for each property. Revenues from these assessments must be placed in a special fund and cannot be used for any other purpose.

The City Council of the City of Monterey Park will set a date for a public hearing. The public hearing will be held on the date and at the time and place described specifically in the Resolution of Intention. Notice will be given by publishing the Resolution of Intention in accordance with requirements of the Government Code.

## DESCRIPTION OF IMPROVEMENTS

The improvements are the operation, servicing, and maintenance of street trees, median landscaping, and street lighting, including but not limited to, personnel, electrical energy, utilities, materials, and contracting services for the satisfactory operation of these services described as follows:

Street Trees and Median Landscaping
Landscaping, planting shrubbery and trees, irrigation systems, hardscapes, and fixtures in public rights-of way within the proposed boundary of the District.

Street Lighting
Poles, fixtures, bulbs, conduits, equipment including anchors, posts and pedestals, and metering devices, as required to provide safety lighting in public rights-of-way within the proposed boundaries of the District.

Maintenance means the furnishing of services and materials for the ordinary and usual operation and servicing of the landscaping and public lighting facilities including repair, removal or replacement of all or part of any of the landscaping and public lighting facilities. Maintenance also means providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; and the removal of trimmings, rubbish, debris and other solid waste.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or improvements and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of landscaping.

## ESTIMATE OF COST

The estimated costs of the operation, servicing and maintenance of the improvements for Fiscal Year 2023-2024, as summarized below same as last year.

I. STREET LANDSCAPING AND FACILITY MAINTENANCE

A. Street Trees and Median Landscaping

| | |
|---|---|
| 1. O & M | $993,669 |
| 2. Reserves | -0- |
| Sub-Total | $993,669 |

II. STREET LIGHTING

| | |
|---|---|
| A. Street Lights | |
| 1. O & M | $582,542 |
| 2. Reserves | -0- |
| Sub-Total | $582,542 |
| Total Cost | $1,576,211 |
| Less City General Fund Contributions | <571,221> |
| Total Funded by Assessments | $1,004,990 |

The Act requires that the City establish a special fund for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purposes as stated in this report. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

## ASSESSMENT ROLL

The proposed assessment and the amount of assessment for Fiscal Year 2023-24 apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office are on file in the office of the City Clerk of the City of Monterey Park.

The description of each lot or parcel is part of the records of the Assessor of the County of Los Angeles and these records are, by reference, made part of this report.

The total proposed assessment for fiscal year 2023-2024 is approximately $1,004,990.

## METHODS OF APPORTIONMENT OF ASSESSMENT

### 1. GENERAL

Part 2 of Division 15 of the Streets and Highways Code (the Code), also known as the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street trees, median landscaping and street lights.

The Act requires that maintenance assessments be levied according to benefit rather than according to assessed value.

The Act also permits the designation of zones of benefit within any individual assessment district if by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement. Thus, the Act requires the levy of

a true "assessment" rather than a "special tax."

Exempt from the assessment would be the areas of all publicly owned property in use in performance of a public function. The City has made a determination to also except public utility rights of way.

## 2. ASSESSMENT FORMULA

Section 22509 of the Code provides that the Act shall be liberally constructed to effectuate its purpose. Therefore, any reasonable formula, or method, when upheld by the City Council after a public hearing, is conclusive.

Section 22573 of the Code provides the net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated special benefit to be received by each such lot or parcel from the improvements.

Since the assessment will be levied against properties as shown on the Property Tax Rolls of the Los Angeles County Assessor, the final charges must be assigned by Assessor's Parcel Number. The formula shown below takes into the consideration of land use and parcel size.

**Single Family Residential.**

The single-family residential parcel has been selected as the basic unit for calculation of the benefit assessments. This basic unit shall be called an Equivalent Dwelling Unit (EDU). Parcels developed for single family residential uses, including condominiums, are assessed one (1) EDU.

**Multi-Family Residential.**

Multi-family residential uses are given a factor of 0.85 EDU per dwelling unit. Based on data from representative cities in urban Southern California, the multiple residential factor of 85 percent is determined by the statistical proportion of relative trip generation from various types of residential uses, in combination with population density per unit.

**Mobile Home.**

Parcels designated for mobile home park uses are assigned 0.5 EDU per unit.

**Commercial/ Industrial.**

In converting improved non-residential properties to EDU's the factor used is the typical lot size for single-family residential parcels, which is 6,000 square feet, or 7.26 dwelling units per acre.

The commercial/industrial parcels will be assessed 7.26 EDU for each acre, or any portion thereof up to five (5) acres and 0.73 for every additional acre or portion thereof above five acres. This lower EDU factor is based on the fact that many of the larger commercial/industrial developments contain internal street systems and provide their own street lighting. The minimum number of EDUs per commercial/industrial parcel will be one (1) EDU.

**Vacant Residential.**

Vacant residential property is described as parcels with no improved dwelling structures. These properties receive benefits based on their land, as this is the basis of their value. The land value portion of residential property in Monterey Park is about 50 percent. Parcels defined as single-family residential parcels which do not have structures on the parcels are therefore, assessed 50 percent of a single-family dwelling. The parcels will be assessed 0.50 EDU per parcel. Parcels defined as vacant multi-family residential will be assessed at 50 percent of the rate for vacant commercial/industrial property.

**Vacant Commercial/Industrial.**

Parcels which are not zoned for residential use and which do not have structures on the parcels are assessed based upon the acreage of the parcel. These parcels will be assessed at 50 percent of the rate of improved commercial/industrial property.

**Institutional.**

Institutional parcels are defined as those used for private schools, lodge halls, convalescent hospitals, and other similar uses. These parcels will be assessed at the same rate as improved commercial/industrial property.

**Utility.**

Parcels owned by private utility companies will be assessed at the same rate as improved commercial/industrial property based upon a comparable land use for the property. Utility rights-of way will be exempt from assessments.

**Exempt.**

Parcels of land defined in the County Assessor's records as being exempt from property taxes will be exempt from District assessments. This includes all publicly owned property, all easements and rights-of-way, and common areas.

## BENEFIT DETERMINATION

Special Benefits from the public improvements operated and maintained by the District are received directly by all parcels within the City. The maintenance of street lighting and landscaping is distributed throughout the district and is of direct and specific benefit to all parcels within the District. Therefore, the costs associated with these benefits are spread equally, based on Equivalent Dwelling Units (EDU), to all parcels within the District.

Special benefits include maintenance of street trees and medians on the major thoroughfares, which are the main travel ways of the City. Street lighting is also considered a special benefit since all parcels within the City access public streets which have streetlights. Costs incurred by the City to administer these programs are also considered a citywide benefit. The primary benefits of streetlights are convenience, safety, security, and protection of property, property improvements, and persons. The primary benefits of street trees and median landscaping on arterial streets are the improved safety and aesthetic appeal within the community.

## ASSESSMENT RATE BY MAINTENANCE CATEGORY

| Category | 2023-2024 Proposed | |
|---|---|---|
| | **Budget** | **Rate Per EDU** |
| Street Trees and<br>Median Landscaping | $633,562(*) | $25.83 |
| Street Lighting | 371,428 (*) | 15.14 |
| Total Assessment | $1,004,990 | $ 40.97 |

* Net of City General Fund contributions

## INVENTORY OF PARCELS

The following information was obtained from the Los Angeles County Assessor's Roll, Assessor's Parcel Maps, and the City of Monterey Park Public Works Department.

| Land Use | | Parcels | Units | Acres | EDUs |
|---|---|---|---|---|---|
| 1. Single Family Residential (SFR) | | 13,820 | 13,820 | 1,767.06 | 13,820 |
| 2. Multi-Family Residential (MFR) | | 1,442 | 6,552 | 730.61 | 5,569.20 |
| 3. Vacant SFR | | 122 | | 34.70 | 61 |
| 4. Vacant MFR | | | | | |
| 5. Mobile Home | | 2 | 23 | 1.58 | 11.50 |
| 6. Commercial Industrial | | 912 | | 552.18 | 3,663.82 |
| 7. Vacant Commercial Industrial | | 66 | | 228.83 | 328.33 |
| 8. Utilities | | 58 | | 154.87 | 792.88 |
| 9. Exempt | | | | | |
| a. | Alhambra City School District | 4 | | | |
| b. | Garvey School District | 3 | | | |
| c. | L.A. City Community College | 4 | | | |
| d. | LACO Flood Control District | 4 | | | |
| e. | L.A. County | 10 | | | |
| f. | L.A. Unified School District | 2 | | | |
| g. | Metropolitan Water District | 7 | | | |
| h. | Montebello Unified School Dist. | 2 | | | |
| i. | State of California | 4 | | | |
| j. | City of Montebello | 1 | | | |
| k. | City of Monterey Park | 50 | | | |
| l. | SFR Common Area | 9 | | | |
| | SUBTOTAL (9. Exempt a-l) | 100 | - | - | - |
| 10. Institutional | | 49 | 49 | 38.95 | 283.17 |
| | **TOTAL:** | **16,571** | **20,444** | **3,508.78** | **24,529.90** |

## PROPERTY OWNER LIST

A list of names and addresses of the owners of all parcels within the District is shown on the last equalized Property Tax Roll of the Assessor of the County of Los Angeles.

## ASSESSMENT DISTRICT BOUNDARY MAP AND ASSESSMENT DIAGRAM

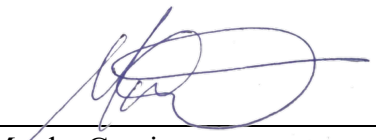
An Assessment Diagram for the District previously submitted to the City Clerk is in the format required under the provisions of the Act and the map is on file in the office of the City Clerk. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles.

## RESOLUTION

Resolution of Intention is on file in the Office of the City Clerk.

## CERTIFICATION

This report contains the necessary data required to conduct the proceedings and is submitted to the Office of the City Clerk for filing and public inspection.



Martha Garcia
Director of Finance

3/15/2023
Date

Okan Demirci
Acting City Engineer

3/15/2023
Date

# City Council Staff Report

**DATE:** April 5, 2023

**AGENDA ITEM NO:** Consent Calendar - 3D

| | |
|---|---|
| **TO:** | The Honorable Mayor and City Council |
| **FROM:** | Christine Tomikawa, Director of Human Resources and Risk Management |
| **SUBJECT:** | Summary Report of the Classification and Compensation Study |

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing this report; and
2. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

In June 2022, Ralph Andersen & Associates was retained to conduct a City-wide Classification and Compensation study to evaluate the City's job descriptions, salary, and benefits compared to other public sector agencies of comparable size and services. This report is a summary of the compensation portion of the Classification and Compensation study. As the labor market continues to be competitive to attach and retain qualified candidates and employees, the compensation study provides useful information to assist the City.

## BACKGROUND:

Ralph Andersen & Associate representatives evaluated various public agencies based on location, agency services, City population, and number of agency employees as criteria for selecting comparator cities for the study. Twelve agencies were selected for the study. Ralph Andersen & Associates conducted the compensation study by gathering data and information on base salary, special pays (ex: Education Pay, Uniform Pay, or Longevity), and benefits (ex: City contribution for medical premiums or 457 plans). Ralph Andersen & Associates utilized the Monterey Park's classifications to compare to other agencies with similar job descriptions and qualifications in order to evaluate the pay and benefits. Not all City classifications were evaluated but based on benchmark classifications, Ralph Andersen & Associates were able to gather appropriate data for the study.

The data in the summary report provides a snapshot of how the City of Monterey Park classifications compared to the median of the 12 agencies. The overall data shows Monterey Park is competitive at the median total compensation range. When reviewing the data for each association, the data shows Monterey Park has a few associations that are below the median market for total compensation.

## FISCAL IMPACT:

None

Respectfully submitted by:

Christine Tomikawa
Director of Human Resources and
Risk Management

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**ATTACHMENTS:**

1. Compensation Summary Report

# ATTACHMENT 1
# Compensation Summary Report

# City of Monterey Park Compensation Survey Results

Doug Johnson, Vice President
Ralph Andersen & Associates

# Why Surveys Are Done

Compensation surveys are a necessary part of assessing and updating an organization's compensation plan.

- Anticipate and understand what the labor market is doing
- Survey data **informs decision makers** and provides data-driven framework for allocating resources to wages and benefits
- Provide defensibility and public accountability for employee compensation
- Labor dispute resolution processes (fact-finding) are data-driven
- **Optimize the City's ability to recruit and retain employees**

Public and Private employers both use market data to assess compensation; just a difference in accessibility and transparency of data.

# Labor Market Selection Criteria

- Historical practices
- Nature of services
- Geographic proximity
- Employer size
- Economic similarity

| |
|---|
| Alhambra |
| Arcadia |
| Covina |
| Downey |
| El Segundo |
| Glendora |
| Monrovia |
| Montebello |
| San Gabriel |
| Upland |
| West Covina |
| Whittier |

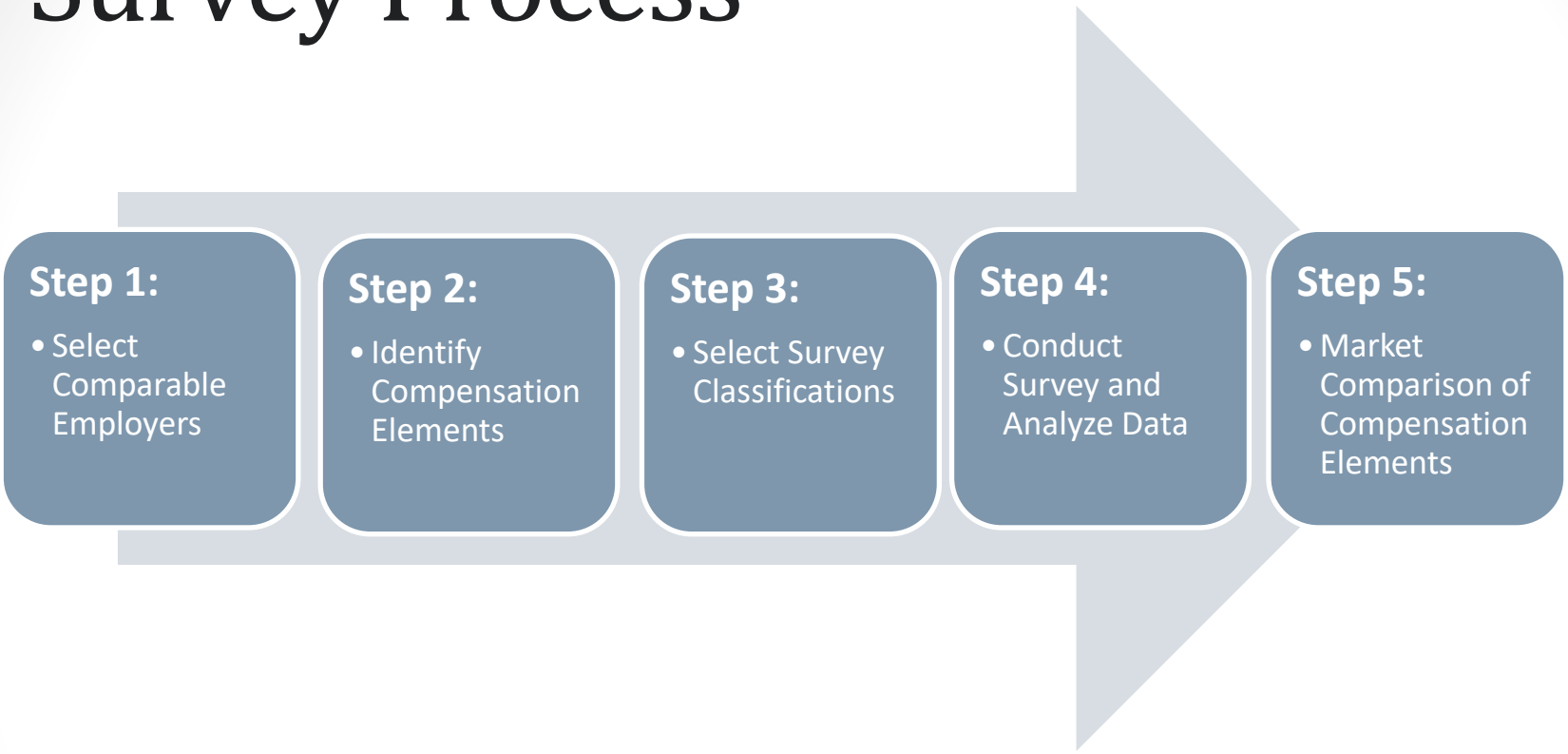
# Survey Job Classifications

- Classifications
  - 91 classifications were surveyed
  - Sufficient data found for 88 classifications
  - “Drift” data collected for some jobs where City job does not match market trends
- How Are Matches Determined?
  - Job descriptions, position control
  - Matches are made based on duties and quals, not on title
- Benchmark Classes
  - Solid market matches
  - Adequate and representative sample size
  - Avoid highly variable data

# Scope of Data Collection

- Base Salary
- Cash Benefits
  - Longevity
  - Deferred Comp.
  - EPMC/EE to ER (retirement)
  - Specialty Benefits (Police/Fire)
- Insurance Benefits
  - Health
  - Dental
  - Vision

# Survey Process



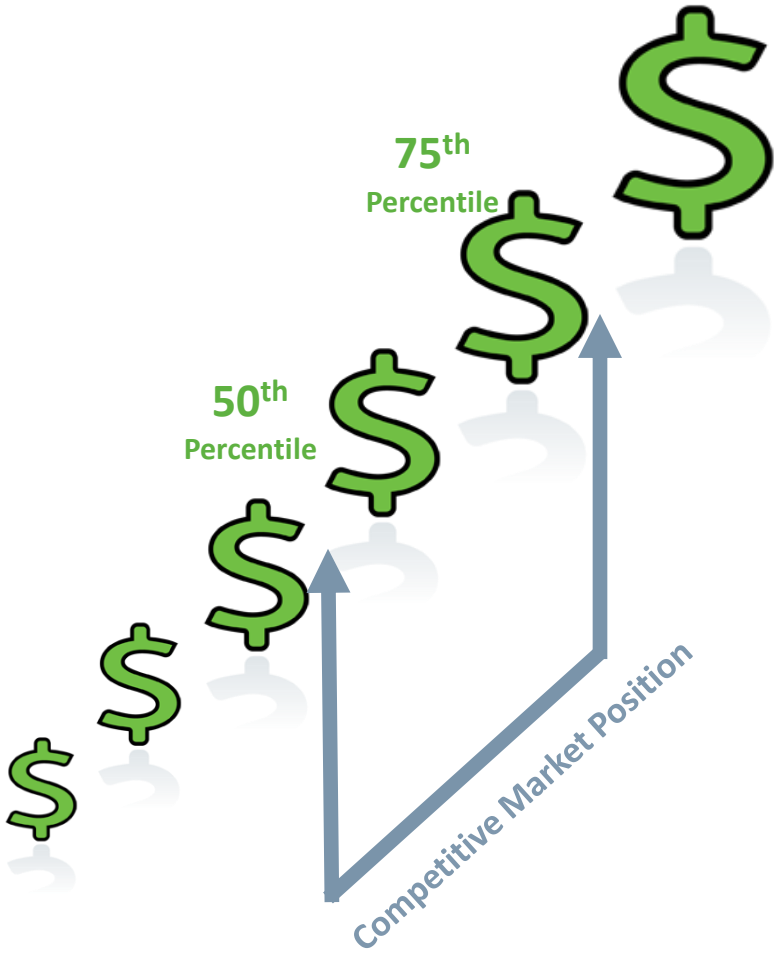

Compensation survey data was collected by the project consultants and included the collection and analysis of the following:

- Organization charts, budgets, and position control documents
- Job descriptions
- Salary schedules
- Follow-up information provided by each survey agency
- Additional survey research based on City feedback

Survey job matches were determined by the project consultants and went beyond title comparisons.

# Market Position

- Establishes desired competitive position
- Historical practices is a consideration
- Consideration of recruitment and retention needs
- Consideration of cost impacts and ability to sustain
- **Median market position is the most common target**

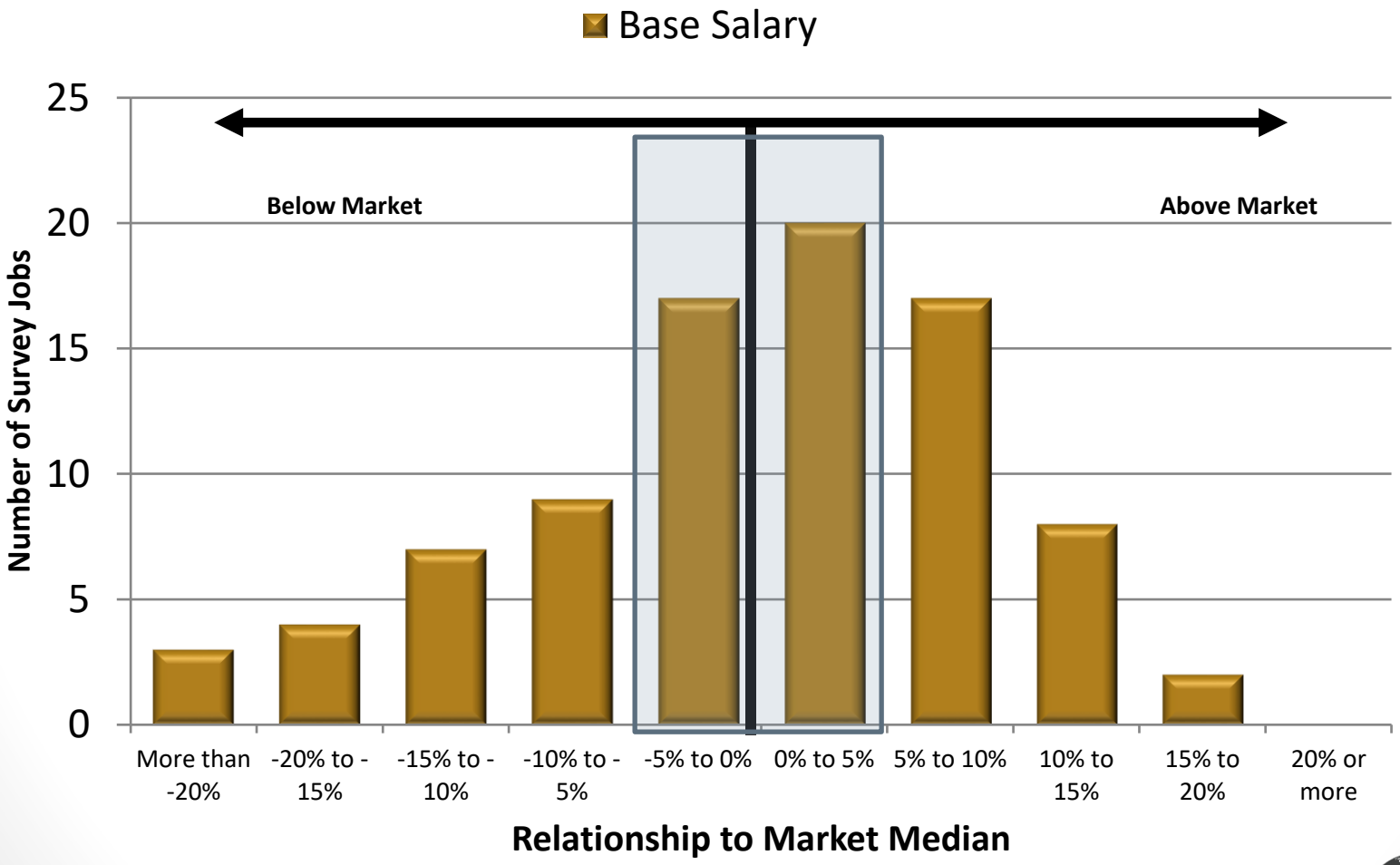


# Total Comp by EE Group

| EE Group | Base | Base + Cash | Base+Cash +Ins | Gain/Loss Cash | Gain/Loss Ins | Total Gain/Loss |
|---|---|---|---|---|---|---|
| Executive Management | -11.8% | -10.1% | -9.1% | 1.7% | 1.0% | 2.7% |
| Mid-Management | 3.0% | 5.6% | 5.1% | 2.5% | -0.4% | 2.1% |
| Confidential | 4.3% | 9.6% | 7.6% | 5.3% | -2.0% | 3.3% |
| SEIU | -0.2% | 4.4% | 3.9% | 4.6% | -0.5% | 4.1% |
| Fire Management | -8.0% | -9.9% | -5.5% | -1.9% | 4.4% | 2.5% |
| Firefighters | -2.3% | -1.4% | -0.7% | 0.9% | 0.7% | 1.6% |
| Police Captains | 1.8% | -3.1% | -4.4% | -4.9% | -1.2% | -6.2% |
| Police Mid-Management | -0.6% | -7.8% | -6.9% | -7.1% | 0.9% | -6.2% |
| POA | -3.3% | -2.2% | -1.9% | 1.1% | 0.3% | 1.4% |
| All | -0.3% | 2.7% | 2.4% | 3.0% | -0.3% | 2.8% |

- Base salary ranges are slightly below median overall
- No significant benefit differences overall (losses/gains)
- Slight benefit loss due to Education Incentive benefit for Police Captain, Lieutenant, and Sergeant

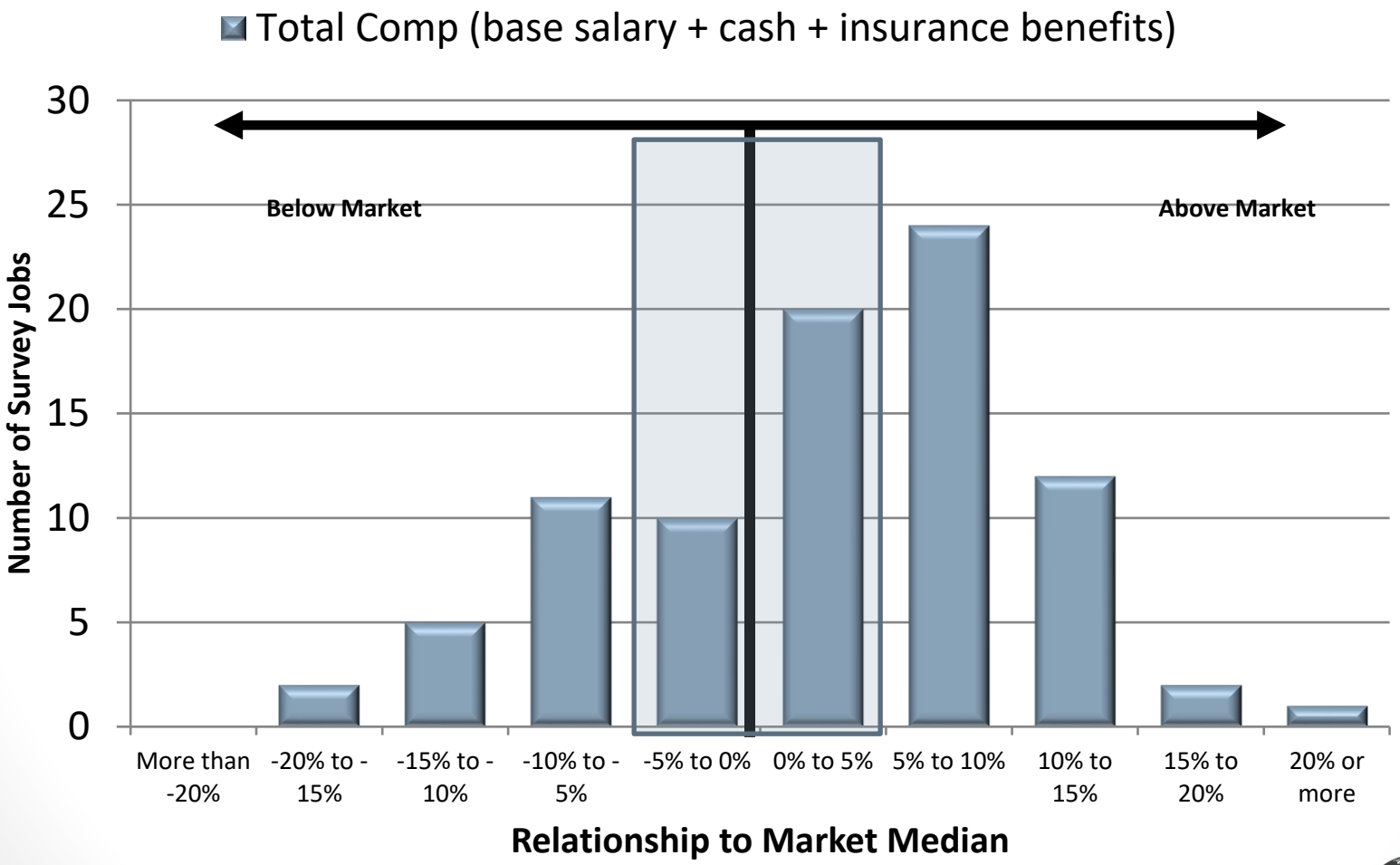
# Market Summary – Median All Jobs




On average, 0.3% below median

Ideally, 80% of the survey jobs should be in shaded region

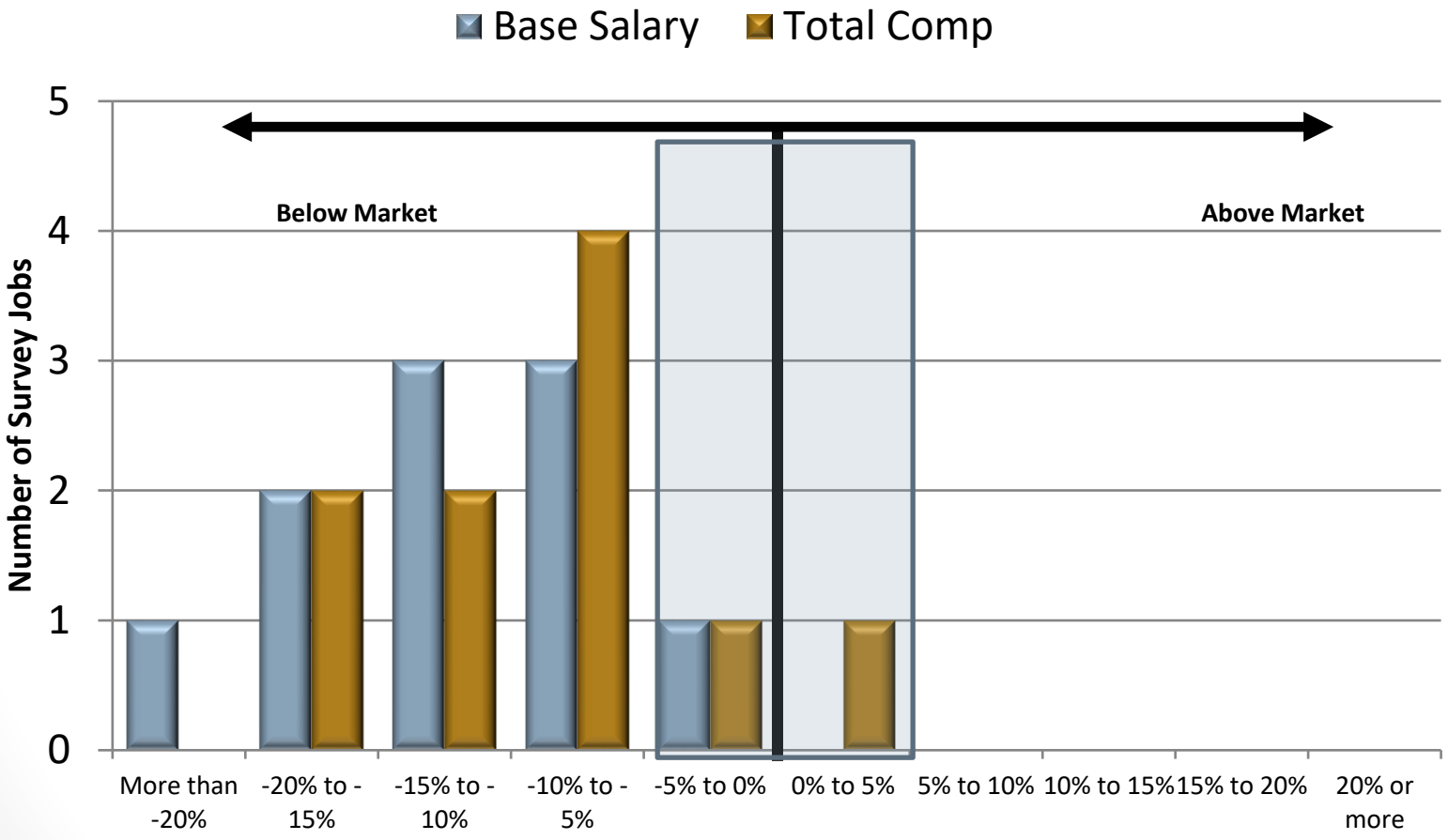
# Market Summary – Median All Jobs




**On average, 2.4% above median**

Ideally, 80% of the survey jobs should be in shaded region

# Market Summary – Median Exec

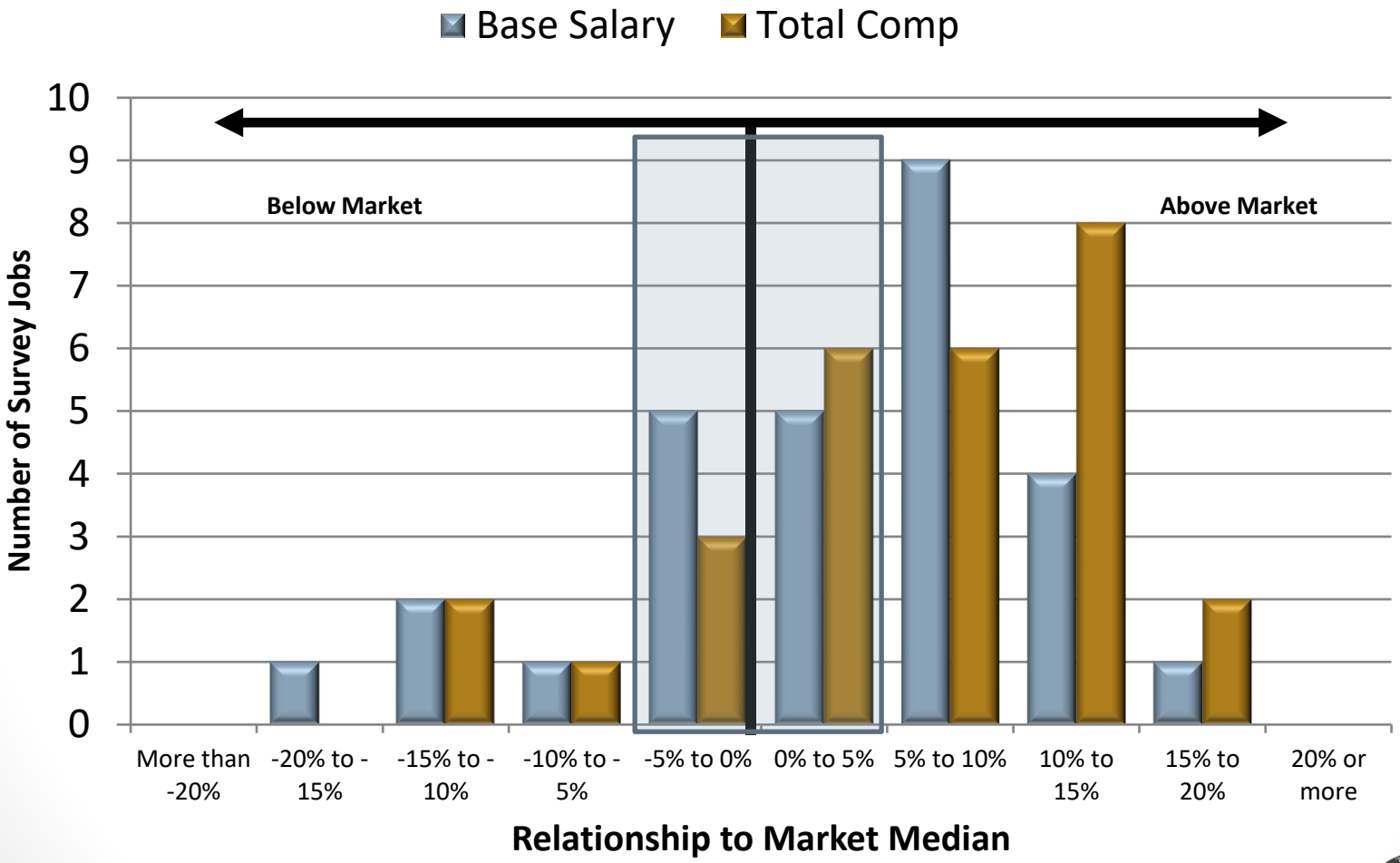



11.8% below median – Base Salary

9.1% below median – Total Comp

Ideally, 80% of the survey jobs should be in shaded region

# Market Summary – Median Mid-Mgmt

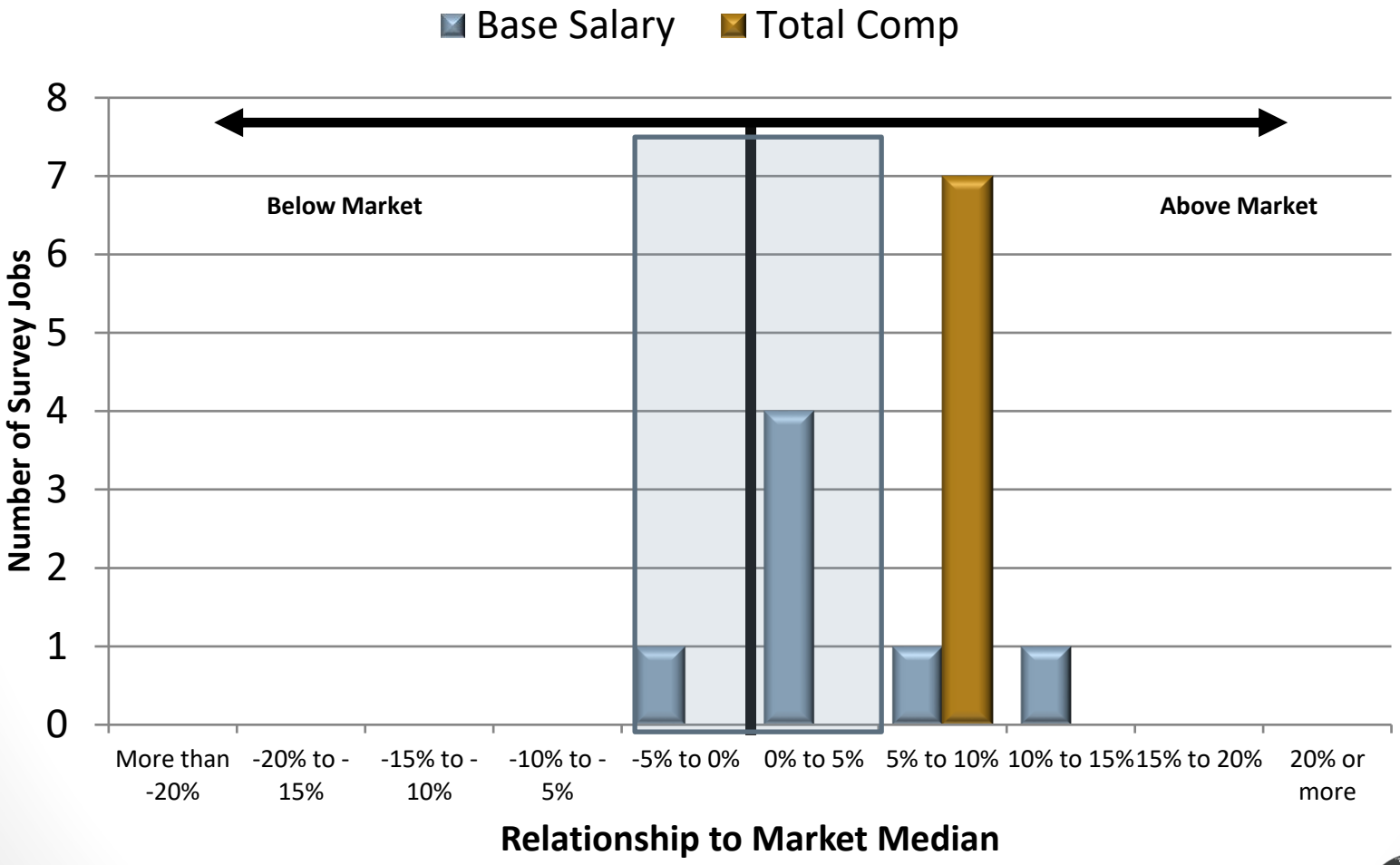



**3.0% above median – Base Salary**

**5.1% above median – Total Comp**

Ideally, 80% of the survey jobs should be in shaded region

# Market Summary – Median Confidential

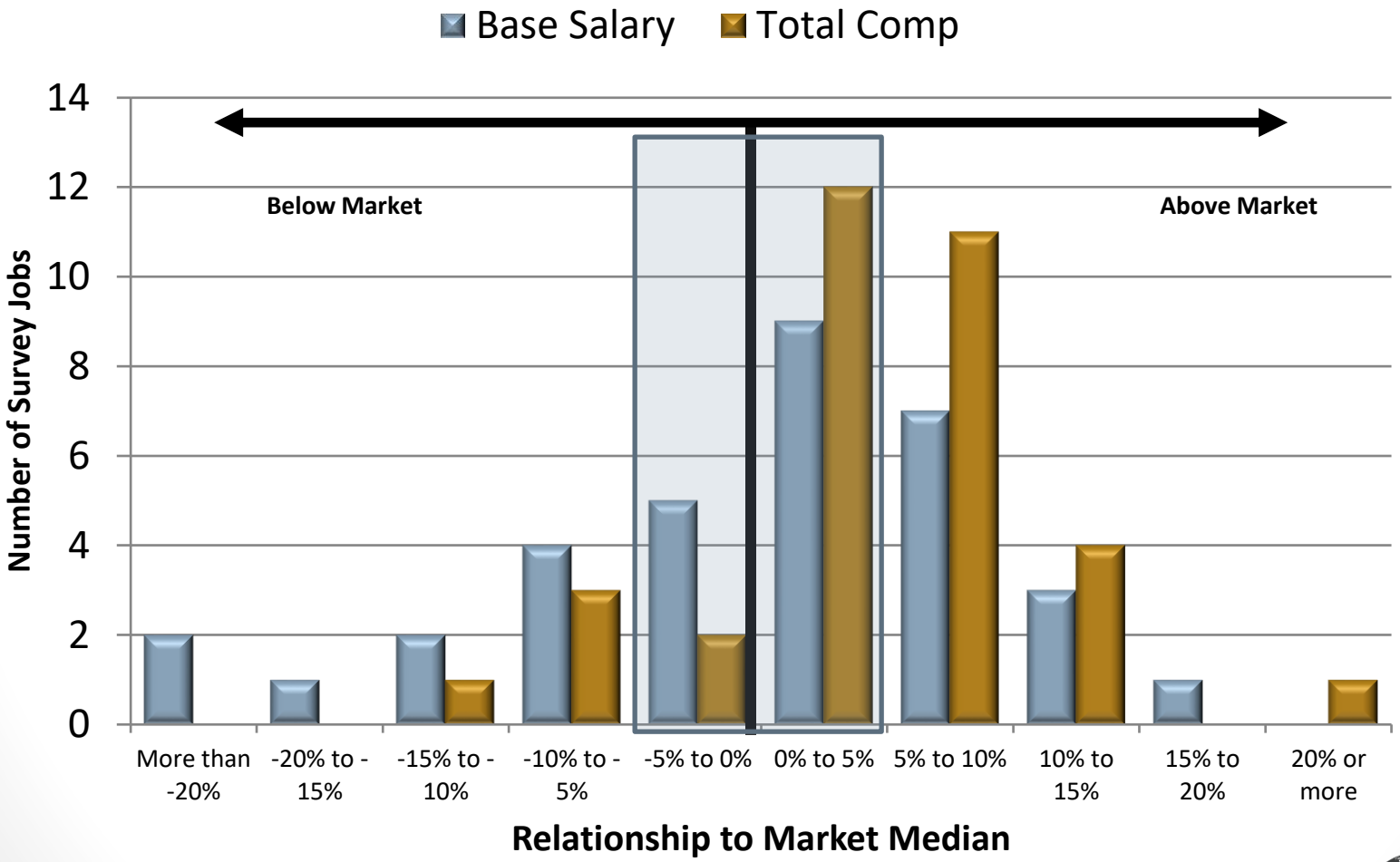



**4.3% above median – Base Salary**

**7.6% above median – Total Comp**

Ideally, 80% of the survey jobs should be in shaded region

# Market Summary – Median
# SEIU

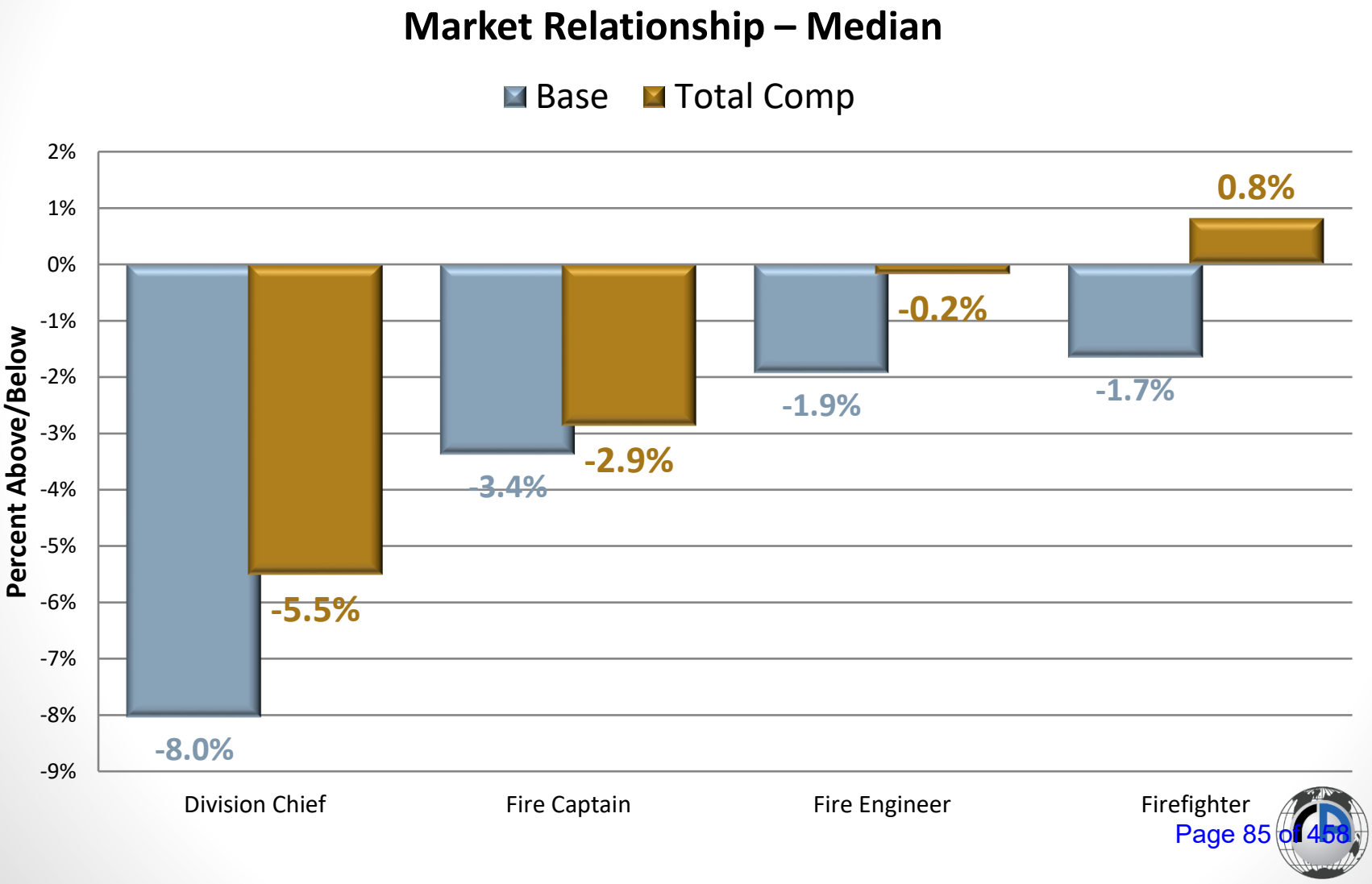



**0.2% below median – Base Salary**

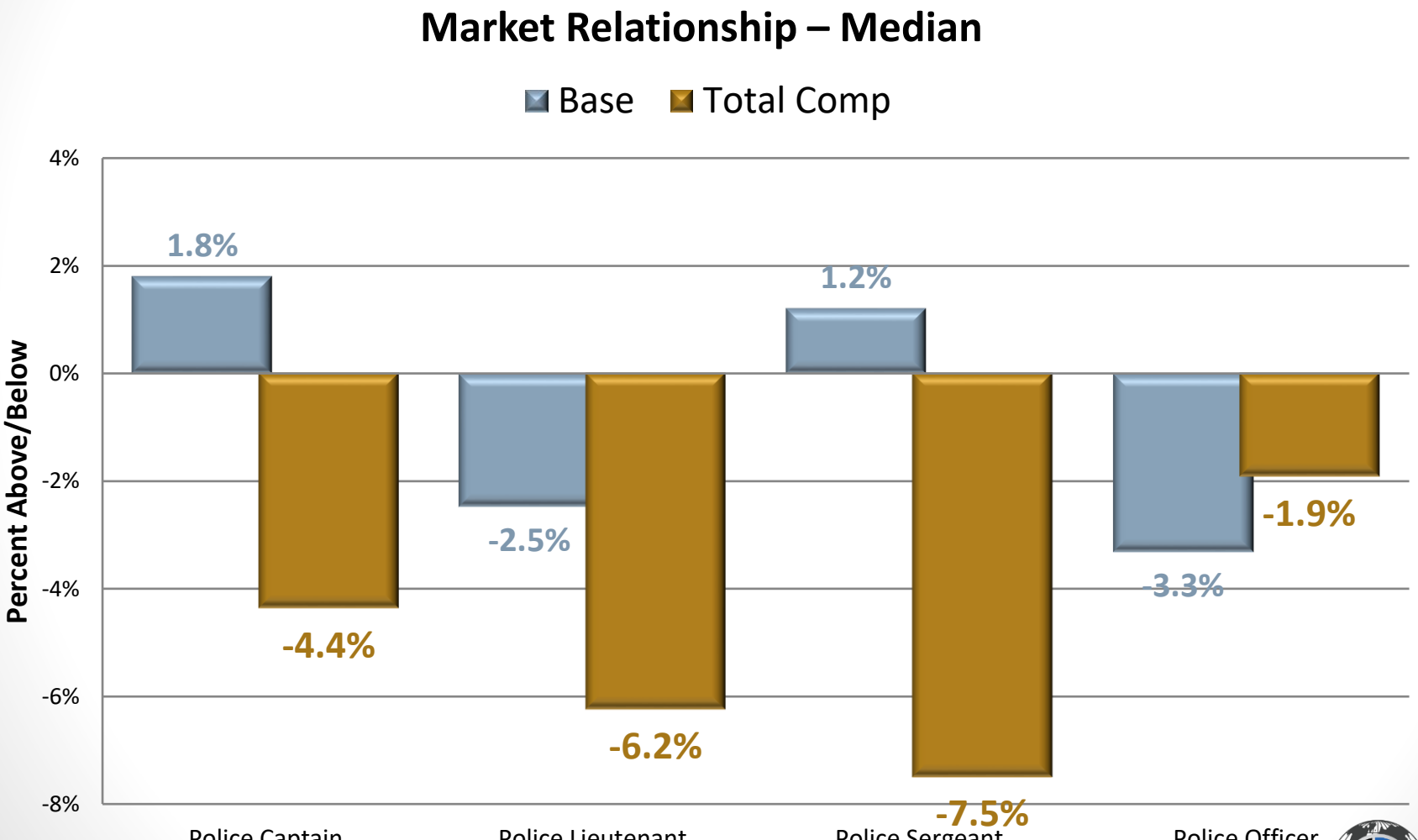
**3.9% above median – Total Comp**

Ideally, 80% of the survey jobs should be in shaded region

# Sworn Fire


Market Relationship – Median
Base
Total Comp
Percent Above/Below
2%
1%
0%
-1%
-2%
-3%
-4%
-5%
-6%
-7%
-8%
-9%
-8.0%
-5.5%
-3.4%
-2.9%
-1.9%
-0.2%
-1.7%
0.8%
Division Chief
Fire Captain
Fire Engineer
Firefighter

# Sworn Police



**Monterey Park**
**Labor Market Summary - Median Total Compensation**

| Class Title | # of Obs. | Base | Base + Cash | Gain/ Loss | Base + Cash + Insurance | Gain/ Loss | Total Gain/ Loss |
|---|---|---|---|---|---|---|---|
| Assistant City Manager | 10 | -9.0% | -8.1% | 0.8% | -6.6% | 1.6% | 2.4% |
| City Clerk | 6 | | | | | | |
| City Librarian | 7 | -7.9% | -5.9% | 2.0% | -2.8% | 3.1% | 5.1% |
| City Manager | 12 | -18.4% | -18.1% | 0.2% | -18.0% | 0.1% | 0.3% |
| Director of Community & Economic Development | 12 | -11.9% | -9.8% | 2.1% | -10.5% | -0.7% | 1.4% |
| Director of Finance | 12 | -15.8% | -13.5% | 2.3% | -13.4% | 0.1% | 2.4% |
| Director of Human Resources & Risk Management | 8 | -2.9% | 0.7% | 3.6% | 1.9% | 1.2% | 4.8% |
| Director of Public Works | 12 | -11.5% | -9.4% | 2.1% | -8.8% | 0.6% | 2.7% |
| Director of Recreation & Community Services | 11 | -20.7% | -15.7% | 5.0% | -15.3% | 0.5% | 5.5% |
| Fire Chief | 8 | -10.9% | -10.9% | 0.0% | -8.8% | 2.1% | 2.1% |
| Police Chief | 12 | -9.4% | -10.3% | -0.9% | -9.0% | 1.3% | 0.4% |
| **Executive Management Average** | 10 | -11.8% | -10.1% | 1.7% | -9.1% | 1.0% | 2.7% |
| Assistant City Engineer | 7 | -2.5% | -0.3% | 2.2% | 0.4% | 0.7% | 2.9% |
| Assistant to City Manager | 4 | 3.0% | 6.3% | 3.3% | 4.3% | -2.0% | 1.3% |
| Building Official | 10 | -3.0% | -1.9% | 1.1% | -2.0% | -0.1% | 1.0% |
| Civil Engineering Associate | 9 | 4.8% | 2.1% | -2.6% | 3.5% | 1.4% | -1.3% |
| Consumer Services Supervisor | 4 | 9.2% | 10.8% | 1.7% | 11.9% | 1.0% | 2.7% |
| Deputy City Clerk | 9 | -12.3% | -7.2% | 5.1% | -10.2% | -3.0% | 2.0% |
| Deputy Fire Marshal | 4 | -3.8% | -0.5% | 3.3% | 2.0% | 2.5% | 5.8% |
| Economic Development Project Manager | 9 | -5.0% | -1.5% | 3.5% | -0.3% | 1.2% | 4.7% |
| Financial Services Manager | 12 | -1.7% | 0.9% | 2.6% | 1.5% | 0.6% | 3.2% |
| Fire Marshall | 4 | -2.8% | -2.5% | 0.3% | -2.5% | 0.0% | 0.3% |
| Fleet Maintenance Supervisor | 9 | 0.0% | 8.3% | 8.3% | 6.5% | -1.8% | 6.5% |
| Housing Program & Grant Admin Coordinator | 4 | 17.2% | 17.8% | 0.6% | 17.6% | -0.2% | 0.4% |
| Human Resources/Risk Manager | 11 | 14.7% | 11.8% | -2.9% | 11.7% | 0.0% | -3.0% |
| Information Technology Services Manager | 10 | 12.0% | 12.1% | 0.1% | 11.6% | -0.5% | -0.4% |
| Park Superintendent | 5 | -14.6% | -8.8% | 5.8% | -7.4% | 1.4% | 7.2% |
| Park Supervisor | 9 | 7.7% | 13.2% | 5.5% | 10.5% | -2.7% | 2.8% |
| Planning Manager | 12 | 7.8% | 7.1% | -0.7% | 7.0% | -0.2% | -0.8% |
| Police Records/Dispatch Communication Manager | 5 | 13.9% | 16.5% | 2.6% | 16.6% | 0.2% | 2.7% |
| Principal Management Analyst | 0 | | | | | | |
| Public Works Maint. Manager | 12 | 6.3% | 8.3% | 2.0% | 6.9% | -1.4% | 0.6% |
| Public Works Maint. Supv. | 10 | 7.1% | 11.3% | 4.2% | 10.2% | -1.1% | 3.1% |
| Recreation Manager | 12 | 3.3% | 7.2% | 3.9% | 6.2% | -1.0% | 2.9% |
| Recreation Supervisor | 12 | 11.1% | 15.7% | 4.5% | 10.9% | -4.8% | -0.2% |
| Senior Planner | 12 | 7.3% | 7.8% | 0.4% | 6.5% | -1.2% | -0.8% |
| Transportation Program Manager | 3 | -19.4% | -17.6% | 1.8% | -11.3% | 6.3% | 8.1% |
| Water Distribution Supervisor | 9 | 8.1% | 12.4% | 4.3% | 9.0% | -3.4% | 0.9% |
| Water Operations Supervisor | 5 | 7.2% | 11.2% | 3.9% | 12.1% | 1.0% | 4.9% |
| Water Production Supervisor | 6 | 6.5% | 9.6% | 3.1% | 10.1% | 0.4% | 3.6% |
| Water Utility Manager | 7 | 1.8% | 5.3% | 3.5% | 0.9% | -4.4% | -1.0% |
| **Mid-Management Average** | 8 | 3.0% | 5.6% | 2.5% | 5.1% | -0.4% | 2.1% |
| Administrative Secretary | 12 | 5.7% | 10.5% | 4.8% | 7.8% | -2.6% | 2.2% |
| Human Resources Analyst | 12 | 4.8% | 7.8% | 3.1% | 7.9% | 0.1% | 3.1% |
| Human Resources Assistant | 3 | 10.8% | 17.4% | 6.5% | 8.2% | -9.1% | -2.6% |
| Human Resources Specialist | 1 | | | | | | |
| Human Resources Technician | 9 | -0.6% | 7.2% | 7.8% | 6.3% | -0.9% | 6.9% |
| Information Systems Specialist | 8 | 3.0% | 8.1% | 5.2% | 5.1% | -3.0% | 2.2% |
| Payroll Technician | 6 | 4.4% | 7.7% | 3.3% | 8.7% | 1.0% | 4.3% |

**Monterey Park**
**Labor Market Summary - Median Total Compensation**

| Class Title | # of Obs. | Base | Base + Cash | Gain/ Loss | Base + Cash + Insurance | Gain/ Loss | Total Gain/ Loss |
|---|---|---|---|---|---|---|---|
| Secretary to City Manager | 11 | 1.8% | 8.5% | 6.7% | 9.0% | 0.5% | 7.2% |
| **Confidential Average** | 8 | 4.3% | 9.6% | 5.3% | 7.6% | -2.0% | 3.3% |
| Account Clerk | 12 | -7.9% | 1.0% | 8.8% | 1.1% | 0.2% | 9.0% |
| Accountant | 11 | 1.3% | 3.7% | 2.4% | 4.8% | 1.1% | 3.5% |
| Assistant Deputy City Clerk | 12 | -0.3% | 3.9% | 4.2% | 7.8% | 3.9% | 8.1% |
| Associate Planner | 12 | -1.2% | 1.9% | 3.1% | 3.0% | 1.0% | 4.2% |
| Building Inspector | 9 | 1.8% | 6.7% | 4.9% | 5.4% | -1.3% | 3.6% |
| Building Trades Technician | 9 | 10.2% | 12.8% | 2.6% | 10.2% | -2.6% | 0.0% |
| Civil Engineering Technician | 8 | -1.2% | 4.1% | 5.3% | 2.8% | -1.3% | 4.0% |
| Code Enforcement Officer | 12 | -0.4% | 1.7% | 2.1% | 3.9% | 2.2% | 4.3% |
| Communication Dispatcher | 11 | 6.9% | 12.0% | 5.0% | 6.9% | -5.1% | 0.0% |
| Community Service Officer | 12 | 0.9% | 5.6% | 4.7% | 6.2% | 0.6% | 5.4% |
| Consumer Service Representative | 5 | 9.7% | 17.2% | 7.6% | 10.9% | -6.3% | 1.2% |
| Crew Leader | 10 | 4.1% | 8.0% | 3.9% | 1.1% | -6.8% | -2.9% |
| Cross Connection Control Inspector | 3 | -14.5% | -7.6% | 7.0% | -2.6% | 4.9% | 11.9% |
| Economic Development Specialist | 4 | 19.2% | 19.9% | 0.7% | 20.1% | 0.2% | 1.0% |
| Equipment Mechanic | 11 | 5.7% | 8.5% | 2.8% | 8.1% | -0.4% | 2.4% |
| Evidence Officer | 9 | 2.6% | 6.1% | 3.6% | 4.3% | -1.8% | 1.8% |
| Jailer | 4 | 7.2% | 12.1% | 4.9% | 8.7% | -3.4% | 1.5% |
| Janitor | 4 | -22.4% | -10.0% | 12.4% | -5.9% | 4.1% | 16.5% |
| Librarian | 8 | -6.8% | 0.5% | 7.3% | -1.8% | -2.4% | 5.0% |
| Library Assistant | 6 | 5.2% | 10.0% | 4.8% | 6.2% | -3.7% | 1.1% |
| Library Technician | 5 | 1.7% | 6.8% | 5.2% | 9.2% | 2.4% | 7.5% |
| Maintenance Worker | 12 | -2.4% | 3.4% | 5.9% | 2.2% | -1.3% | 4.6% |
| Management Analyst | 12 | -18.0% | -10.7% | 7.3% | -9.2% | 1.5% | 8.9% |
| Park Maintenance Worker | 11 | 2.8% | 6.1% | 3.3% | 3.4% | -2.8% | 0.5% |
| Permit Technician II | 10 | 9.3% | 15.9% | 6.7% | 12.5% | -3.4% | 3.2% |
| Plan Checker | 5 | 11.2% | 10.7% | -0.6% | 10.8% | 0.1% | -0.4% |
| Police Clerk | 12 | 1.5% | 6.6% | 5.1% | 8.2% | 1.6% | 6.7% |
| Police Records Management Technician | 7 | -14.6% | -17.4% | -2.8% | -9.0% | 8.4% | 5.6% |
| Pool Maintenance Worker | 2 | | | | | | |
| Public Works Inspector | 9 | 1.6% | 5.2% | 3.6% | 1.4% | -3.8% | -0.2% |
| Senior Clerk Typist | 7 | 10.3% | 11.6% | 1.2% | 8.6% | -3.0% | -1.8% |
| Senior Maintenance Worker | 4 | 5.8% | 8.3% | 2.6% | 5.7% | -2.7% | -0.1% |
| Senior Management Analyst | 5 | -20.0% | -12.2% | 7.8% | -12.7% | -0.5% | 7.3% |
| Water Production System Operator | 7 | -6.4% | 0.0% | 6.4% | 1.5% | 1.5% | 7.9% |
| Water Utility Maintenance Worker | 9 | -8.3% | -1.6% | 6.7% | 0.1% | 1.7% | 8.4% |
| **SEIU Average** | 8 | -0.2% | 4.4% | 4.6% | 3.9% | -0.5% | 4.1% |
| Division Chief | 8 | -8.0% | -9.9% | -1.9% | -5.5% | 4.4% | 2.5% |
| Fire Captain | 8 | -3.4% | -2.7% | 0.7% | -2.9% | -0.1% | 0.5% |
| Fire Engineer | 8 | -1.9% | -0.6% | 1.4% | -0.2% | 0.4% | 1.8% |
| Firefighter | 8 | -1.7% | -1.0% | 0.7% | 0.8% | 1.8% | 2.5% |
| **Firefighters Average** | 8 | -2.3% | -1.4% | 0.9% | -0.7% | 0.7% | 1.6% |
| Police Captain | 12 | 1.8% | -3.1% | -4.9% | -4.4% | -1.2% | -6.2% |
| Police Lieutenant | 12 | -2.5% | -7.2% | -4.8% | -6.2% | 1.0% | -3.8% |
| Police Sergeant | 12 | 1.2% | -8.3% | -9.5% | -7.5% | 0.8% | -8.7% |
| **Police Mid-Management Average** | 12 | -0.6% | -7.8% | -7.1% | -6.9% | 0.9% | -6.2% |
| Police Officer | 12 | -3.3% | -2.2% | 1.1% | -1.9% | 0.3% | 1.4% |

**Monterey Park**
**Labor Market Summary - Median Total Compensation**

| Class Title | # of Obs. | Base | Base + Cash | Gain/ Loss | Base + Cash + Insurance | Gain/ Loss | Total Gain/ Loss |
|---|---|---|---|---|---|---|---|
| Average | 8 | -0.3% | 2.7% | 3.0% | 2.4% | -0.3% | 2.8% |

## Key to Headers on Benefit Data Sheets

Survey Class - The City's survey job title

Survey Agency - The survey agencies used in the survey sorted alphabetically

Comparable Class - The job title determined to be comparable to the City's job classification

**Range Max. - The maximum (top step) monthly base salary (not including longevity or performance pay)**

Long. - Longevity pay; additional base salary for years of service, the maximum level in monthly dollars

Def. Comp. - Deferred Compensation; employer paid deferred compensation contributions (including matching contributions); monthly dollars

EE to ER/ER to EE Ret. - Retirement contributions paid by the employer on behalf of employee minus employee contributions paid by employee toward employer rate (for classic tier, in effect December 2012)

**Base + Cash - The cumulative total of Base Salary and Cash Benefits**

Health - The maximum monthly health insurance benefit paid by the employer for EE+2 (family) coverage, not including rarely used plans

Dental - The maximum monthly dental insurance benefit paid by the employer for EE+2 (family) coverage, not including rarely used plans

Vision - The maximum monthly vision benefit paid by the employer for EE+2 (if applicable), not including rarely used plans

**Base + Cash + Ins. - The cumulative total of Base Salary, Cash Benefits, and Insurance Benefits**

## Statistics

Mean/%+/-: The average of the survey data; the percentage above or below the mean

Median/%+/-: This statistic represents the middle of the labor market. As such, half of the data is above the median and half is below the median.

75th Percentile/%+/-: This measurement is similar to the median except a different percentage of data is above a specific point in the ranking and the balance of data is below this point (i.e., for the 75th percentile, 25% of the data is above this point and 75% is below). The percentiles are calculated using an Excel spreadsheet function.

%+/- The percent above/below the referenced statistic with negative numbers indicating the City is below the market statistic.

Gain/Loss - The percentage gain/loss from each subtotal to the prior subtotal.

**Monterey Park**
**Assistant City Manager**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Assistant City Manager | $17,956 | | | | | $17,956 | $1,253 | inc | inc | $19,209 |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | Assistant City Manager | $16,833 | $250 | | | | $17,083 | $1,461 | inc | inc | $18,544 |
| Downey | Assistant City Manager | $20,184 | | | | | $20,184 | $1,962 | $53 | | $22,198 |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | Assistant City Manager | $19,402 | | | $833 | | $20,235 | $2,000 | inc | | $22,235 |
| Monrovia | Assistant City Manager | $18,646 | | | $200 | -$363 | $18,483 | $1,525 | inc | inc | $20,008 |
| Montebello | Assistant City Manager | $20,290 | $2,374 | | | | $22,664 | $1,090 | inc | inc | $23,754 |
| San Gabriel | Assistant City Manager | $16,762 | | | $50 | | $16,812 | $1,568 | inc | inc | $18,380 |
| Upland | Assistant City Manager | $17,969 | $449 | | $1,617 | -$252 | $19,784 | $1,400 | inc | inc | $21,184 |
| West Covina | Assistant City Manager | $15,215 | | | $300 | -$304 | $15,211 | $1,962 | $62 | | $17,235 |
| Whittier | Assistant City Manager | $19,286 | | | $868 | $771 | $20,925 | $2,107 | inc | $24 | $23,056 |
| Monterey Park | Assistant City Manager | $16,803 | $350 | | $542 | | $17,694 | $1,475 | $130 | $30 | $19,329 |
| | **Average** | **$18,254** | | | | | **$18,934** | | | | **$20,580** |
| | **% +/-** | **-8.6%** | | | | | **-7.0%** | | | | **-6.5%** |
| | **Median** | **$18,307** | | | | | **$19,133** | | | | **$20,596** |
| | **% +/-** | **-9.0%** | | | | | **-8.1%** | | | | **-6.6%** |
| | **75th Percentile** | **$19,373** | | | | | **$20,222** | | | | **$22,226** |
| | **% +/-** | **-15.3%** | | | | | **-14.3%** | | | | **-15.0%** |
| | | | | | | Median Gain/Loss | 0.8% | | | | 1.6% |

**Monterey Park**
**City Clerk**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | City Clerk | $11,161 | | | | | $11,161 | $1,253 | inc | inc | $12,414 |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | City Clerk | $11,454 | | | | | $11,454 | $1,962 | $53 | | $13,469 |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | City Clerk/Communications Director | $15,117 | | | $833 | | $15,951 | $2,000 | inc | | $17,951 |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | Chief City Clerk | $14,269 | | | $50 | | $14,319 | $1,568 | inc | inc | $15,887 |
| Upland | City Clerk | $10,183 | $458 | | $815 | -$143 | $11,313 | $1,400 | inc | inc | $12,713 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | City Clerk | $15,553 | | | $700 | $622 | $16,875 | $2,107 | inc | $24 | $19,006 |
| Monterey Park | City Clerk - DRIFT | | | | | | | | | | |
| | **Average** | **$12,956** | | | | | **$13,512** | | | | **$15,240** |
| | **% +/-** | | | | | | | | | | |
| | **Median** | **$12,862** | | | | | **$12,887** | | | | **$14,678** |
| | **% +/-** | | | | | | | | | | |
| | **75th Percentile** | **$14,905** | | | | | **$15,543** | | | | **$17,435** |
| | **% +/-** | | | | | | | | | | |

Median Gain/Loss

**Monterey Park**
**City Librarian**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Library Director | $14,590 | | | | | $14,590 | $1,253 | inc | inc | $15,843 |
| Arcadia | Dir of Library and Museum Services | $16,702 | $500 | | $84 | | $17,286 | $1,504 | | | $18,790 |
| Covina | Library Manager | $10,808 | $250 | | | | $11,058 | $1,461 | inc | inc | $12,519 |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | Library Services Manager | $11,826 | | | | -$118 | $11,708 | $1,650 | $144 | $29 | $13,530 |
| Glendora | Library Director | $14,082 | | | $833 | | $14,916 | $2,000 | inc | | $16,916 |
| Monrovia | Library Manager | $13,162 | | | $100 | -$256 | $13,006 | $1,525 | inc | inc | $14,531 |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Director of Library Services | $13,898 | | | $625 | $556 | $15,079 | $2,107 | inc | $24 | $17,210 |
| Monterey Park | City Librarian | $12,881 | $350 | | $542 | | $13,773 | $1,475 | $130 | $30 | $15,408 |
| | **Average** | **$13,581** | | | | | **$13,949** | | | | **$15,620** |
| | **% +/-** | **-5.4%** | | | | | **-1.3%** | | | | **-1.4%** |
| | **Median** | **$13,898** | | | | | **$14,590** | | | | **$15,843** |
| | **% +/-** | **-7.9%** | | | | | **-5.9%** | | | | **-2.8%** |
| | **75th Percentile** | **$14,336** | | | | | **$14,998** | | | | **$17,063** |
| | **% +/-** | **-11.3%** | | | | | **-8.9%** | | | | **-10.7%** |
| | | | | | | Median Gain/Loss | 2.0% | | | | 3.1% |

**Monterey Park**
**City Manager**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | City Manager | $22,223 | | | | | $22,223 | $1,253 | inc | inc | $23,477 |
| Arcadia | City Manager | $24,242 | $500 | | $325 | | $25,067 | $1,504 | | | $26,571 |
| Covina | City Manager | $19,219 | $250 | | | | $19,469 | $1,461 | inc | inc | $20,930 |
| Downey | City Manager | $23,955 | | | | | $23,955 | $1,962 | $53 | | $25,970 |
| El Segundo | City Manager | $21,642 | | | $2,164 | -$216 | $23,589 | $1,650 | $144 | $29 | $25,412 |
| Glendora | City Manager | $21,458 | | | $833 | | $22,292 | $2,000 | inc | | $24,292 |
| Monrovia | City Manager | $19,873 | | | $200 | -$387 | $19,686 | $1,525 | inc | inc | $21,211 |
| Montebello | City Manager | $27,205 | $2,374 | | | | $29,579 | $1,090 | inc | inc | $30,669 |
| San Gabriel | City Manager | $18,550 | | | $50 | | $18,600 | $1,568 | inc | inc | $20,168 |
| Upland | City Manager | $24,770 | $619 | | $2,229 | -$347 | $27,272 | $1,400 | inc | inc | $28,672 |
| West Covina | City Manager | $17,667 | | | $300 | -$353 | $17,614 | $1,962 | $62 | | $19,638 |
| Whittier | City Manager | $22,745 | | | $1,024 | $910 | $24,678 | $2,107 | inc | $24 | $26,809 |
| Monterey Park | City Manager | $18,532 | $350 | | $542 | | $19,424 | $1,475 | $130 | $30 | $21,059 |
| | **Average** | **$21,962** | | | | | **$22,835** | | | | **$24,485** |
| | **% +/-** | **-18.5%** | | | | | **-17.6%** | | | | **-16.3%** |
| | **Median** | **$21,933** | | | | | **$22,941** | | | | **$24,852** |
| | **% +/-** | **-18.4%** | | | | | **-18.1%** | | | | **-18.0%** |
| | **75th Percentile** | **$24,027** | | | | | **$24,776** | | | | **$26,631** |
| | **% +/-** | **-29.7%** | | | | | **-27.6%** | | | | **-26.5%** |
| | | | | | | Median Gain/Loss | 0.2% | | | | 0.1% |

**Monterey Park**
**Director of Community & Economic Development**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Director of Community Development | $15,921 | | | | | $15,921 | $1,253 | inc | inc | $17,174 |
| Arcadia | ACM/Development Services Director | $20,518 | $500 | | $103 | | $21,121 | $1,504 | | | $22,625 |
| Covina | Director of Community Development | $15,718 | $250 | | | | $15,968 | $1,461 | inc | inc | $17,429 |
| Downey | Director of Community Development | $17,578 | | | | | $17,578 | $1,962 | $53 | | $19,593 |
| El Segundo | Director of Community Development | $17,700 | | | | -$177 | $17,523 | $1,650 | $144 | $29 | $19,346 |
| Glendora | Community Development Director | $17,008 | | | $833 | | $17,842 | $2,000 | inc | | $19,842 |
| Monrovia | Community Development Director | $18,646 | | | $200 | -$363 | $18,483 | $1,525 | inc | inc | $20,008 |
| Montebello | Director of Planning and Comm Dev | $16,773 | $2,374 | | | | $19,147 | $1,090 | inc | inc | $20,237 |
| San Gabriel | Community Development Director | $15,022 | | | $50 | | $15,072 | $1,568 | inc | inc | $16,640 |
| Upland | Development Services Director | $15,183 | $380 | | $1,366 | -$213 | $16,717 | $1,400 | inc | inc | $18,117 |
| West Covina | Community Development Director | $14,167 | | | $300 | -$283 | $14,184 | $1,962 | $62 | | $16,208 |
| Whittier | Director of Community Development | $17,006 | | | $765 | $680 | $18,452 | $2,107 | inc | $24 | $20,583 |
| Monterey Park | Director of Community & Economic Developme | $15,089 | $350 | | $542 | | $15,981 | $1,475 | $130 | $30 | $17,616 |
| | **Average** | **$16,770** | | | | | **$17,334** | | | | **$18,983** |
| | **% +/-** | **-11.1%** | | | | | **-8.5%** | | | | **-7.8%** |
| | **Median** | **$16,890** | | | | | **$17,550** | | | | **$19,469** |
| | **% +/-** | **-11.9%** | | | | | **-9.8%** | | | | **-10.5%** |
| | **75th Percentile** | **$17,608** | | | | | **$18,459** | | | | **$20,065** |
| | **% +/-** | **-16.7%** | | | | | **-15.5%** | | | | **-13.9%** |
| | | | | | | Median Gain/Loss | 2.1% | | | | -0.7% |

**Monterey Park**
**Director of Finance**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Director of Finance | $16,457 | | | | | $16,457 | $1,253 | inc | inc | $17,710 |
| Arcadia | Administrative Services Director | $18,777 | $500 | | $94 | | $19,371 | $1,504 | | | $20,875 |
| Covina | Director of Administrative Services/Finance | $16,642 | $250 | | | | $16,892 | $1,461 | inc | inc | $18,353 |
| Downey | Director of Finance | $18,603 | | | | | $18,603 | $1,962 | $53 | | $20,618 |
| El Segundo | Chief Financial Officer | $17,917 | | | | -$179 | $17,738 | $1,650 | $144 | $29 | $19,560 |
| Glendora | Administrative Services Director/City Treasurer | $17,626 | | | $833 | | $18,460 | $2,000 | inc | | $20,460 |
| Monrovia | Administrative Services / Finance Director | $18,646 | | | $200 | -$363 | $18,483 | $1,525 | inc | inc | $20,008 |
| Montebello | Director of Finance | $17,314 | $2,374 | | | | $19,688 | $1,090 | inc | inc | $20,778 |
| San Gabriel | Finance Director | $15,772 | | | $50 | | $15,822 | $1,568 | inc | inc | $17,390 |
| Upland | Assistant City Manager | $17,969 | $449 | | $1,617 | -$252 | $19,784 | $1,400 | inc | inc | $21,184 |
| West Covina | Finance Director | $15,637 | | | $300 | -$313 | $15,624 | $1,962 | $62 | | $17,649 |
| Whittier | Director of Finance | $16,413 | | | $739 | $657 | $17,808 | $2,107 | inc | $24 | $19,939 |
| Monterey Park | Director of Finance | $15,089 | $350 | | $542 | | $15,981 | $1,475 | $130 | $30 | $17,616 |
| | **Average** | **$17,314** | | | | | **$17,894** | | | | **$19,544** |
| | **% +/-** | **-14.7%** | | | | | **-12.0%** | | | | **-10.9%** |
| | **Median** | **$17,470** | | | | | **$18,134** | | | | **$19,974** |
| | **% +/-** | **-15.8%** | | | | | **-13.5%** | | | | **-13.4%** |
| | **75th Percentile** | **$18,128** | | | | | **$18,795** | | | | **$20,658** |
| | **% +/-** | **-20.1%** | | | | | **-17.6%** | | | | **-17.3%** |
| | | | | | | Median Gain/Loss | 2.3% | | | | 0.1% |

**Monterey Park**
**Director of Human Resources & Risk Management**

| Survey Agency | Comparable Class | Range Max. | Cash Supplements: Long. | Other Cash | Def. Comp. | EE to ER/ER to EE Ret. | Base + Cash | Insurance Benefits: Health | Dental | Vision | Base + Cash + Ins. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Alhambra | Director of Human Resources and Risk Manage | $15,921 | | | | | $15,921 | $1,253 | inc | inc | $17,174 |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | Director of Human Resources | $14,571 | $250 | | | | $14,821 | $1,461 | inc | inc | $16,282 |
| Downey | Director of Human Resources | $14,437 | | | | | $14,437 | $1,962 | $53 | | $16,452 |
| El Segundo | Director of Human Resources | $16,098 | | | | -$161 | $15,937 | $1,650 | $144 | $29 | $17,760 |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Director of Human Resources and IT | $17,314 | $2,374 | | | | $19,688 | $1,090 | inc | inc | $20,778 |
| San Gabriel | Human Resources & Risk Mgmt Director | $15,772 | | | $50 | | $15,822 | $1,568 | inc | inc | $17,390 |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | Human Resources & Risk Management Directo | $12,366 | | | $300 | -$247 | $12,419 | $1,962 | $62 | | $14,443 |
| Whittier | Director of Human Resources & Risk Managem | $15,274 | | | $687 | $611 | $16,572 | $2,107 | inc | $24 | $18,703 |
| Monterey Park | Director of Human Resources & Risk Managem | $15,089 | $350 | | $542 | | $15,981 | $1,475 | $130 | $30 | $17,616 |
| | **Average** | **$15,219** | | | | | **$15,702** | | | | **$17,373** |
| | **% +/-** | **-0.9%** | | | | | **1.7%** | | | | **1.4%** |
| | **Median** | **$15,523** | | | | | **$15,871** | | | | **$17,282** |
| | **% +/-** | **-2.9%** | | | | | **0.7%** | | | | **1.9%** |
| | **75th Percentile** | **$15,965** | | | | | **$16,096** | | | | **$17,996** |
| | **% +/-** | **-5.8%** | | | | | **-0.7%** | | | | **-2.2%** |
| | | | | | | Median Gain/Loss | 3.6% | | | | 1.2% |

**Monterey Park**
**Director of Public Works**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Director of Public Works & Utilities | $16,457 | | | | | $16,457 | $1,253 | inc | inc | $17,710 |
| Arcadia | Public Works Services Director | $17,446 | $500 | | $87 | | $18,033 | $1,504 | | | $19,537 |
| Covina | Director of Public Works | $16,642 | $250 | | | | $16,892 | $1,461 | inc | inc | $18,353 |
| Downey | Director of Public Works | $17,578 | | | | | $17,578 | $1,962 | $53 | | $19,593 |
| El Segundo | Director of Public Works | $16,098 | | | | -$161 | $15,937 | $1,650 | $144 | $29 | $17,760 |
| Glendora | Public Works Director | $17,008 | | | $833 | | $17,842 | $2,000 | inc | | $19,842 |
| Monrovia | Public Works Director | $18,646 | | | $200 | -$363 | $18,483 | $1,525 | inc | inc | $20,008 |
| Montebello | Director of PW/City Engineer | $17,585 | $2,374 | | | | $19,959 | $1,090 | inc | inc | $21,049 |
| San Gabriel | Public Works Director / City Engineer | $15,772 | | | $50 | | $15,822 | $1,568 | inc | inc | $17,390 |
| Upland | Public Works Director/City Engineer | $15,798 | $395 | | $1,422 | -$221 | $17,394 | $1,400 | inc | inc | $18,794 |
| West Covina | Assistant City Manager | $15,215 | | | $300 | -$304 | $15,211 | $1,962 | $62 | | $17,235 |
| Whittier | Director of Public Works | $17,037 | | | $767 | $681 | $18,485 | $2,107 | inc | $24 | $20,616 |
| Monterey Park | Director of Public Works | $15,089 | $350 | | $542 | | $15,981 | $1,475 | $130 | $30 | $17,616 |
| | **Average** | **$16,774** | | | | | **$17,341** | | | | **$18,991** |
| | **% +/-** | **-11.2%** | | | | | **-8.5%** | | | | **-7.8%** |
| | **Median** | **$16,825** | | | | | **$17,486** | | | | **$19,166** |
| | **% +/-** | **-11.5%** | | | | | **-9.4%** | | | | **-8.8%** |
| | **75th Percentile** | **$17,479** | | | | | **$18,146** | | | | **$19,883** |
| | **% +/-** | **-15.8%** | | | | | **-13.5%** | | | | **-12.9%** |
| | | | | | | Median Gain/Loss | 2.1% | | | | 0.6% |

**Monterey Park**
**Director of Recreation & Community Services**

| Survey Agency | Comparable Class | Range Max. | Cash Supplements: Long. | Other Cash | Def. Comp. | EE to ER/ER to EE Ret. | Base + Cash | Insurance Benefits: Health | Dental | Vision | Base + Cash + Ins. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Alhambra | Director of Parks and Recreation | $14,590 | | | | | $14,590 | $1,253 | inc | inc | $15,843 |
| Arcadia | Director of Recreation & Community Services | $16,702 | $500 | | $84 | | $17,286 | $1,504 | | | $18,790 |
| Covina | Director of Parks And Recreation And Library S | $14,571 | $250 | | | | $14,821 | $1,461 | inc | inc | $16,282 |
| Downey | Director of Parks and Recreation | $14,273 | | | | | $14,273 | $1,962 | $53 | | $16,288 |
| El Segundo | Director Recreation, Parks, and Library | $16,098 | | | | -$161 | $15,937 | $1,650 | $144 | $29 | $17,760 |
| Glendora | Community Services Director | $15,117 | | | $833 | | $15,951 | $2,000 | inc | | $17,951 |
| Monrovia | Community Services Director | $18,646 | | | $200 | -$363 | $18,483 | $1,525 | inc | inc | $20,008 |
| Montebello | Director of Recreation & Community Services | $16,232 | $2,374 | | | | $18,606 | $1,090 | inc | inc | $19,696 |
| San Gabriel | Community Services Director | $15,772 | | | $50 | | $15,822 | $1,568 | inc | inc | $17,390 |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | Community Services Director | $12,710 | | | $300 | -$254 | $12,756 | $1,962 | $62 | | $14,780 |
| Whittier | Director of Parks, Recreation and Community S | $15,553 | | | $700 | $622 | $16,875 | $2,107 | inc | $24 | $19,006 |
| Monterey Park | Director of Recreation & Community Services | $12,881 | $350 | | $542 | | $13,773 | $1,475 | $130 | $30 | $15,408 |
| | **Average** | **$15,479** | | | | | **$15,945** | | | | **$17,617** |
| | **% +/-** | **-20.2%** | | | | | **-15.8%** | | | | **-14.3%** |
| | **Median** | **$15,553** | | | | | **$15,937** | | | | **$17,760** |
| | **% +/-** | **-20.7%** | | | | | **-15.7%** | | | | **-15.3%** |
| | **75th Percentile** | **$16,165** | | | | | **$17,080** | | | | **$18,898** |
| | **% +/-** | **-25.5%** | | | | | **-24.0%** | | | | **-22.7%** |
| | | | | | | Median Gain/Loss | 5.0% | | | | 0.5% |

**Monterey Park**
**Fire Chief**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Fire Chief | $19,834 | | | | | $19,834 | $1,253 | inc | inc | $21,087 |
| Arcadia | Fire Chief | $19,735 | $500 | | $99 | -$395 | $19,939 | $1,549 | | | $21,487 |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | Fire Chief | $20,795 | | | | | $20,795 | $1,962 | $53 | | $22,810 |
| El Segundo | Fire Chief | $20,112 | | | | | $20,112 | $1,650 | $144 | $29 | $21,935 |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | Fire Chief | $18,646 | | | $200 | -$711 | $18,135 | $1,525 | inc | inc | $19,660 |
| Montebello | Fire Chief | $18,938 | $2,374 | | | -$568 | $20,744 | $1,090 | inc | inc | $21,834 |
| San Gabriel | Fire Chief | $16,809 | | | $50 | | $16,859 | $1,568 | inc | inc | $18,427 |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | Fire Chief | $17,066 | | | $300 | -$1,024 | $16,342 | $1,962 | $62 | | $18,366 |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Fire Chief | $17,443 | $350 | $120 | $542 | -$523 | $17,932 | $1,475 | $130 | $30 | $19,567 |
| | **Average** | **$18,992** | | | | | **$19,095** | | | | **$20,701** |
| | **% +/-** | **-8.9%** | | | | | **-6.5%** | | | | **-5.8%** |
| | **Median** | **$19,337** | | | | | **$19,887** | | | | **$21,287** |
| | **% +/-** | **-10.9%** | | | | | **-10.9%** | | | | **-8.8%** |
| | **75th Percentile** | **$19,904** | | | | | **$20,270** | | | | **$21,859** |
| | **% +/-** | **-14.1%** | | | | | **-13.0%** | | | | **-11.7%** |
| | | | | | | Median Gain/Loss | -0.0% | | | | 2.1% |

**Monterey Park**
**Police Chief**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Chief of Police | $19,834 | | | | | $19,834 | $1,253 | inc | inc | $21,087 |
| Arcadia | Police Chief | $20,230 | $500 | | $101 | -$405 | $20,427 | $1,549 | | | $21,975 |
| Covina | Chief of Police | $19,391 | $250 | | | | $19,641 | $1,461 | inc | inc | $21,102 |
| Downey | Chief of Police | $20,732 | | | | | $20,732 | $1,962 | $53 | | $22,747 |
| El Segundo | Chief of Police | $21,738 | | | | | $21,738 | $1,650 | $144 | $29 | $23,560 |
| Glendora | Police Chief | $20,632 | | | $833 | | $21,466 | $2,000 | inc | | $23,466 |
| Monrovia | Police Chief | $18,646 | | | $200 | -$711 | $18,135 | $1,525 | inc | inc | $19,660 |
| Montebello | Police Chief | $19,388 | $2,374 | | | -$582 | $21,180 | $1,090 | inc | inc | $22,270 |
| San Gabriel | Police Chief | $18,077 | | | $50 | | $18,127 | $1,568 | inc | inc | $19,695 |
| Upland | Chief of Police | $23,577 | $589 | | $2,122 | -$330 | $25,958 | $1,400 | inc | inc | $27,358 |
| West Covina | Police Chief | $18,027 | | | $300 | -$541 | $17,786 | $1,962 | $62 | | $19,810 |
| Whittier | Chief of Police | $20,604 | | | $927 | $1,030 | $22,561 | $2,107 | inc | $24 | $24,693 |
| Monterey Park | Police Chief | $18,309 | $350 | | $542 | -$549 | $18,652 | $1,475 | $130 | $30 | $20,287 |
| | **Average** | **$20,073** | | | | | **$20,632** | | | | **$22,285** |
| | **% +/-** | **-9.6%** | | | | | **-10.6%** | | | | **-9.9%** |
| | **Median** | **$20,032** | | | | | **$20,579** | | | | **$22,123** |
| | **% +/-** | **-9.4%** | | | | | **-10.3%** | | | | **-9.0%** |
| | **75th Percentile** | **$20,657** | | | | | **$21,534** | | | | **$23,489** |
| | **% +/-** | **-12.8%** | | | | | **-15.5%** | | | | **-15.8%** |
| | | | | | | Median Gain/Loss | -0.9% | | | | 1.3% |

**Monterey Park**
**Assistant City Engineer**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | Deputy Development Services Dir/City Enginee | $15,421 | $500 | | $77 | | $15,998 | $1,402 | | | $17,400 |
| Covina | City Engineer | $13,090 | $250 | | | | $13,340 | $1,461 | inc | inc | $14,801 |
| Downey | Deputy Director Public Works - Engineering/Tra | $13,226 | | | | | $13,226 | $1,962 | $53 | | $15,241 |
| El Segundo | Assistant City Engineer | $12,626 | | | | -$126 | $12,500 | $1,650 | $144 | $29 | $14,322 |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Asst Dir of PW | $12,820 | $641 | | | | $13,461 | $1,090 | inc | inc | $14,551 |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | Engineering Manager | $12,104 | $545 | | $847 | -$169 | $13,327 | $1,400 | inc | inc | $14,727 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Assistant Director of Public Works | $13,190 | | | $594 | -$528 | $13,256 | $2,107 | inc | $24 | $15,387 |
| Monterey Park | Assistant City Engineer | $12,770 | $350 | | $163 | | $13,283 | $1,450 | $100 | $30 | $14,863 |
| | **Average** | **$13,211** | | | | | **$13,587** | | | | **$15,204** |
| | **% +/-** | **-3.5%** | | | | | **-2.3%** | | | | **-2.3%** |
| | **Median** | **$13,090** | | | | | **$13,327** | | | | **$14,801** |
| | **% +/-** | **-2.5%** | | | | | **-0.3%** | | | | **0.4%** |
| | **75th Percentile** | **$13,208** | | | | | **$13,401** | | | | **$15,314** |
| | **% +/-** | **-3.4%** | | | | | **-0.9%** | | | | **-3.0%** |
| | | | | | | Median Gain/Loss | 2.2% | | | | 0.7% |

**Monterey Park**
**Assistant to City Manager**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | Assistant to the City Manager | $10,455 | $250 | | | | $10,705 | $1,461 | inc | inc | $12,166 |
| Downey | Assistant to the City Manager | $10,200 | | | | | $10,200 | $1,962 | $53 | | $12,215 |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | Assistant to the City Manager | $12,155 | | | $100 | -$237 | $12,019 | $1,525 | inc | inc | $13,544 |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | Assistant to the City Manager | $9,699 | | | $150 | -$194 | $9,655 | $1,250 | $62 | | $10,967 |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Assistant to City Manager | $10,643 | $350 | | $163 | | $11,156 | $1,450 | $100 | $30 | $12,736 |
| | **Average** | **$10,627** | | | | | **$10,645** | | | | **$12,223** |
| | **% +/-** | **0.1%** | | | | | **4.6%** | | | | **4.0%** |
| | **Median** | **$10,327** | | | | | **$10,452** | | | | **$12,190** |
| | **% +/-** | **3.0%** | | | | | **6.3%** | | | | **4.3%** |
| | **75th Percentile** | **$10,880** | | | | | **$11,033** | | | | **$12,547** |
| | **% +/-** | **-2.2%** | | | | | **1.1%** | | | | **1.5%** |
| | | | | | | Median Gain/Loss | 3.3% | | | | -2.0% |

**Monterey Park**
**Building Official**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | Building Official | $12,348 | $500 | | $62 | | $12,910 | $1,402 | | | $14,312 |
| Covina | Building Official | $9,981 | $250 | | | | $10,231 | $1,461 | inc | inc | $11,692 |
| Downey | Building Official | $12,399 | | | | | $12,399 | $1,962 | $53 | | $14,414 |
| El Segundo | Building Safety Manager | $13,484 | | | | -$135 | $13,349 | $1,650 | $144 | $29 | $15,172 |
| Glendora | Building Official | $10,798 | $167 | | | | $10,965 | $1,300 | inc | | $12,265 |
| Monrovia | Building & Safety Division Manager | $14,539 | | | $100 | -$283 | $14,356 | $1,525 | inc | inc | $15,881 |
| Montebello | Building Official | $11,331 | $567 | | | | $11,897 | $1,090 | inc | inc | $12,987 |
| San Gabriel | Building Official/NIS Manager | $11,619 | | | $50 | | $11,669 | $1,568 | inc | inc | $13,237 |
| Upland | Building Official | $10,966 | $493 | | $768 | -$154 | $12,073 | $1,400 | inc | inc | $13,473 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Building Services Manager/Building Official | $11,558 | | | $520 | -$462 | $11,616 | $2,107 | inc | $24 | $13,747 |
| Monterey Park | Building Official | $11,255 | $350 | | $163 | | $11,768 | $1,450 | $100 | $30 | $13,348 |
| | **Average** | **$11,902** | | | | | **$12,147** | | | | **$13,718** |
| | **% +/-** | **-5.8%** | | | | | **-3.2%** | | | | **-2.8%** |
| | **Median** | **$11,589** | | | | | **$11,985** | | | | **$13,610** |
| | **% +/-** | **-3.0%** | | | | | **-1.9%** | | | | **-2.0%** |
| | **75th Percentile** | **$12,386** | | | | | **$12,782** | | | | **$14,388** |
| | **% +/-** | **-10.1%** | | | | | **-8.6%** | | | | **-7.8%** |
| | | | | | | Median Gain/Loss | 1.1% | | | | -0.1% |

**Monterey Park**
**Civil Engineering Associate**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Engineering Associate | $9,618 | | | | | $9,618 | $1,253 | inc | inc | $10,871 |
| Arcadia | Associate Civil Engineer | $9,857 | $182 | | | | $10,039 | $1,072 | | | $11,111 |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | Associate Civil Engineer | $8,471 | $712 | | | | $9,183 | $1,962 | $53 | | $11,198 |
| El Segundo | Associate Engineer | $9,862 | $407 | | | -$99 | $10,171 | $1,650 | $184 | inc | $12,005 |
| Glendora | Registered Associate Civil Engineer | $7,645 | $167 | | | | $7,811 | $1,200 | inc | | $9,011 |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Associate Engineer | $9,073 | $454 | | | | $9,527 | $1,090 | inc | inc | $10,617 |
| San Gabriel | Associate Civil Engineer | $8,561 | | | $50 | | $8,611 | $1,568 | inc | inc | $10,179 |
| Upland | Associate Engineer | $8,781 | $395 | | $615 | -$123 | $9,668 | $1,400 | inc | inc | $11,068 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Civil Engineering Associate | $8,675 | $458 | | | -$347 | $8,786 | $2,108 | inc | $24 | $10,919 |
| Monterey Park | Civil Engineering Associate | $9,219 | $350 | | $163 | | $9,732 | $1,450 | $100 | $30 | $11,312 |
| | **Average** | **$8,949** | | | | | **$9,268** | | | | **$10,775** |
| | **% +/-** | **2.9%** | | | | | **4.8%** | | | | **4.7%** |
| | **Median** | **$8,781** | | | | | **$9,527** | | | | **$10,919** |
| | **% +/-** | **4.8%** | | | | | **2.1%** | | | | **3.5%** |
| | **75th Percentile** | **$9,618** | | | | | **$9,668** | | | | **$11,111** |
| | **% +/-** | **-4.3%** | | | | | **0.7%** | | | | **1.8%** |
| | | | | | | Median Gain/Loss | -2.6% | | | | 1.4% |

**Monterey Park**
**Consumer Services Supervisor**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Customer Service Supervisor | $7,010 | | | | | $7,010 | $1,253 | inc | inc | $8,263 |
| Arcadia | Public Works Customer Service/Administrative | $8,501 | $182 | | | | $8,683 | $1,072 | | | $9,755 |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | Utility System Customer Services Supervisor | $7,768 | | | $50 | -$151 | $7,667 | $1,525 | inc | inc | $9,192 |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | Utility Billing and Customer Service Supervisor | $7,955 | $358 | | $557 | -$111 | $8,758 | $1,400 | inc | inc | $10,158 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Consumer Services Supervisor | $8,657 | $350 | | $163 | | $9,170 | $1,450 | $100 | $30 | $10,750 |
| | **Average** | **$7,808** | | | | | **$8,030** | | | | **$9,342** |
| | **% +/-** | **9.8%** | | | | | **12.4%** | | | | **13.1%** |
| | **Median** | **$7,861** | | | | | **$8,175** | | | | **$9,473** |
| | **% +/-** | **9.2%** | | | | | **10.8%** | | | | **11.9%** |
| | **75th Percentile** | **$8,091** | | | | | **$8,702** | | | | **$9,856** |
| | **% +/-** | **6.5%** | | | | | **5.1%** | | | | **8.3%** |
| | | | | | | Median Gain/Loss | 1.7% | | | | 1.0% |

**Monterey Park**
**Deputy City Clerk**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Assistant City Clerk | $7,621 | | | | | $7,621 | $1,253 | inc | inc | $8,875 |
| Arcadia | Assistant City Clerk | $7,700 | $182 | | | | $7,882 | $1,072 | | | $8,954 |
| Covina | Chief Deputy City Clerk | $10,996 | $250 | | | | $11,246 | $1,461 | inc | inc | $12,707 |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | Assistant City Clerk | $12,085 | | | | -$121 | $11,964 | $1,650 | $144 | $29 | $13,787 |
| Glendora | Deputy City Clerk/ Records Manager | $8,249 | $167 | | | | $8,416 | $1,300 | inc | | $9,716 |
| Monrovia | Chief Deputy City Clerk | $12,155 | | | $100 | -$237 | $12,019 | $1,525 | inc | inc | $13,544 |
| Montebello | Senior Deputy City Clerk | $8,852 | $443 | | | | $9,294 | $1,090 | inc | inc | $10,384 |
| San Gabriel | Assistant City Clerk | $10,807 | | | $50 | | $10,857 | $1,568 | inc | inc | $12,425 |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | Assistant City Clerk | $9,898 | | | $300 | -$198 | $10,000 | $1,962 | $62 | | $12,024 |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Deputy City Clerk | $8,815 | $350 | | $163 | | $9,328 | $1,450 | $100 | $30 | $10,908 |
| | **Average** | **$9,818** | | | | | **$9,922** | | | | **$11,380** |
| | **% +/-** | **-11.4%** | | | | | **-6.4%** | | | | **-4.3%** |
| | **Median** | **$9,898** | | | | | **$10,000** | | | | **$12,024** |
| | **% +/-** | **-12.3%** | | | | | **-7.2%** | | | | **-10.2%** |
| | **75th Percentile** | **$10,996** | | | | | **$11,246** | | | | **$12,707** |
| | **% +/-** | **-24.7%** | | | | | **-20.6%** | | | | **-16.5%** |
| | | | | | | Median Gain/Loss | 5.1% | | | | -3.0% |

**Monterey Park**
**Deputy Fire Marshal**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Deputy Fire Marshal | $9,178 | | | | | $9,178 | $1,253 | inc | inc | $10,431 |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Senior Fire Inspector | $8,636 | $432 | | | | $9,068 | $1,090 | inc | inc | $10,158 |
| San Gabriel | Deputy Fire Marshal | $8,519 | | | $50 | | $8,569 | $1,568 | inc | inc | $10,137 |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | Deputy Fire Marshal | $7,450 | | | $150 | -$149 | $7,451 | $1,250 | $62 | | $8,763 |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Deputy Fire Marshal | $8,263 | $350 | | $163 | | $8,776 | $1,450 | $100 | $30 | $10,356 |
| | **Average** | **$8,446** | | | | | **$8,566** | | | | **$9,872** |
| | **% +/-** | **-2.2%** | | | | | **2.4%** | | | | **4.7%** |
| | **Median** | **$8,577** | | | | | **$8,818** | | | | **$10,147** |
| | **% +/-** | **-3.8%** | | | | | **-0.5%** | | | | **2.0%** |
| | **75th Percentile** | **$8,771** | | | | | **$9,095** | | | | **$10,226** |
| | **% +/-** | **-6.2%** | | | | | **-3.6%** | | | | **1.3%** |
| | | | | | | Median Gain/Loss | 3.3% | | | | 2.5% |

**Monterey Park**
**Economic Development Project Manager**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | Economic Development Manager | $12,348 | $500 | | $62 | | $12,910 | $1,402 | | | $14,312 |
| Covina | Senior Housing/CDBG/Economic Development | $11,023 | $250 | | | | $11,273 | $1,461 | inc | inc | $12,734 |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | Economic Development Analyst | $9,457 | $407 | | | -$95 | $9,769 | $1,650 | $184 | inc | $11,603 |
| Glendora | Economic Development & Housing Manager | $10,798 | $167 | | | | $10,965 | $1,300 | inc | | $12,265 |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Economic Development Manager | $11,614 | $581 | | | | $12,195 | $1,090 | inc | inc | $13,285 |
| San Gabriel | Economic Development Manager | $10,807 | | | $50 | | $10,857 | $1,568 | inc | inc | $12,425 |
| Upland | Economic Development Coordinator | $7,207 | $324 | | $504 | -$101 | $7,935 | $1,400 | inc | inc | $9,335 |
| West Covina | Economic Development Project Coordinator | $7,886 | | | $150 | -$158 | $7,878 | $1,250 | $62 | | $9,191 |
| Whittier | Economic Development and Housing Manager | $11,322 | | | $509 | -$453 | $11,379 | $2,107 | inc | $24 | $13,510 |
| Monterey Park | Economic Development Project Manager | $10,291 | $350 | | $163 | | $10,804 | $1,450 | $100 | $30 | $12,384 |
| | **Average** | **$10,274** | | | | | **$10,573** | | | | **$12,073** |
| | **% +/-** | **0.2%** | | | | | **2.1%** | | | | **2.5%** |
| | **Median** | **$10,807** | | | | | **$10,965** | | | | **$12,425** |
| | **% +/-** | **-5.0%** | | | | | **-1.5%** | | | | **-0.3%** |
| | **75th Percentile** | **$11,322** | | | | | **$11,379** | | | | **$13,285** |
| | **% +/-** | **-10.0%** | | | | | **-5.3%** | | | | **-7.3%** |
| | | | | | | Median Gain/Loss | 3.5% | | | | 1.2% |

**Monterey Park**
**Financial Services Manager**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Accounting Manager | $9,539 | | | | | $9,539 | $1,253 | inc | inc | $10,792 |
| Arcadia | Financial Services Manager/Treasurer | $13,630 | $500 | | $68 | | $14,198 | $1,402 | | | $15,600 |
| Covina | Finance Manager | $12,073 | $250 | | | | $12,323 | $1,461 | inc | inc | $13,784 |
| Downey | Assistant Finance Director | $13,226 | | | | | $13,226 | $1,962 | $53 | | $15,241 |
| El Segundo | Finance Manager | $13,614 | | | | -$136 | $13,478 | $1,650 | $144 | $29 | $15,300 |
| Glendora | Assistant Director - Finance | $13,305 | $167 | | | | $13,472 | $1,300 | inc | | $14,772 |
| Monrovia | Deputy Administrative Services Director / Finan | $14,539 | | | $100 | -$283 | $14,356 | $1,525 | inc | inc | $15,881 |
| Montebello | Asst Dir of Finance | $13,140 | $657 | | | | $13,797 | $1,090 | inc | inc | $14,887 |
| San Gabriel | Assistant Finance Director | $11,888 | | | $50 | | $11,938 | $1,568 | inc | inc | $13,506 |
| Upland | Finance Officer | $10,698 | $481 | | $856 | -$150 | $11,885 | $1,400 | inc | inc | $13,285 |
| West Covina | Assistant Finance Director | $14,833 | | | $150 | -$297 | $14,686 | $1,250 | $62 | | $15,999 |
| Whittier | Finance Manager | $10,377 | | | $467 | -$415 | $10,429 | $2,107 | inc | $24 | $12,560 |
| Monterey Park | Financial Services Manager | $12,960 | $350 | | $163 | | $13,473 | $1,450 | $100 | $30 | $15,053 |
| | **Average** | **$12,572** | | | | | **$12,777** | | | | **$14,301** |
| | **% +/-** | **3.0%** | | | | | **5.2%** | | | | **5.0%** |
| | **Median** | **$13,183** | | | | | **$13,349** | | | | **$14,830** |
| | **% +/-** | **-1.7%** | | | | | **0.9%** | | | | **1.5%** |
| | **75th Percentile** | **$13,618** | | | | | **$13,898** | | | | **$15,375** |
| | **% +/-** | **-5.1%** | | | | | **-3.2%** | | | | **-2.1%** |
| | | | | | | Median Gain/Loss | 2.6% | | | | 0.6% |

**Monterey Park**
**Fire Marshall**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | Fire Marshall | $11,753 | $500 | | $59 | | $12,312 | $1,402 | | | $13,714 |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | Fire Marshal | $11,227 | $407 | | | -$112 | $11,522 | $1,650 | $184 | inc | $13,356 |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Fire Marshall | $11,614 | $1,510 | | | -$348 | $12,775 | $1,090 | inc | inc | $13,865 |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | Fire Marshal | $9,699 | | | $150 | -$194 | $9,655 | $1,250 | $62 | | $10,967 |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Fire Marshall | $11,110 | $350 | | $163 | | $11,623 | $1,450 | $100 | $30 | $13,203 |
| | **Average** | **$11,073** | | | | | **$11,566** | | | | **$12,976** |
| | **% +/-** | **0.3%** | | | | | **0.5%** | | | | **1.7%** |
| | **Median** | **$11,421** | | | | | **$11,917** | | | | **$13,535** |
| | **% +/-** | **-2.8%** | | | | | **-2.5%** | | | | **-2.5%** |
| | **75th Percentile** | **$11,649** | | | | | **$12,428** | | | | **$13,752** |
| | **% +/-** | **-4.8%** | | | | | **-6.9%** | | | | **-4.2%** |
| | | | | | | Median Gain/Loss | 0.3% | | | | 0.0% |

**Monterey Park**
**Fleet Maintenance Supervisor**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Fleet Manager | $8,293 | | | | | $8,293 | $1,253 | inc | inc | $9,546 |
| Arcadia | Fleet Maintenance Crew Supervisor | $7,603 | $182 | | | | $7,785 | $1,107 | | | $8,892 |
| Covina | Equipment Maintenance Supervisor | $7,437 | $250 | | | | $7,687 | $1,461 | inc | inc | $9,148 |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | Equipment Maintenance Supervisor | $8,884 | $318 | | | -$89 | $9,113 | $1,650 | $184 | inc | $10,948 |
| Glendora | Equipment Maintenance Supervisor | $6,922 | $167 | | | | $7,088 | $1,300 | inc | | $8,388 |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Fleet Maintenance Manager | $10,015 | $501 | | | | $10,516 | $1,090 | inc | inc | $11,606 |
| San Gabriel | Fleet Manager | $10,102 | | | $50 | | $10,152 | $1,568 | inc | inc | $11,720 |
| Upland | Maintenance Supervisor | $7,031 | $316 | | $492 | -$98 | $7,741 | $1,400 | inc | inc | $9,141 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Fleet Mechanic Supervisor | $8,117 | | | $122 | -$325 | $7,914 | $2,107 | inc | $24 | $10,045 |
| Monterey Park | Fleet Maintenance Supervisor | $8,118 | $350 | | $163 | | $8,631 | $1,450 | $100 | $30 | $10,211 |
| | **Average** | **$8,267** | | | | | **$8,477** | | | | **$9,937** |
| | **% +/-** | **-1.8%** | | | | | **1.8%** | | | | **2.7%** |
| | **Median** | **$8,117** | | | | | **$7,914** | | | | **$9,546** |
| | **% +/-** | **0.0%** | | | | | **8.3%** | | | | **6.5%** |
| | **75th Percentile** | **$8,884** | | | | | **$9,113** | | | | **$10,948** |
| | **% +/-** | **-9.4%** | | | | | **-5.6%** | | | | **-7.2%** |
| | | | | | | Median Gain/Loss | 8.3% | | | | -1.8% |

**Monterey Park**
**Housing Program & Grant Admin Coordinator**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Grants Specialist | $8,056 | | | | | $8,056 | $1,253 | inc | inc | $9,309 |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Grants and Projects Administrator | $8,220 | $411 | | | | $8,631 | $1,090 | inc | inc | $9,721 |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | Housing Coordinator | $7,207 | $324 | | $504 | -$101 | $7,935 | $1,400 | inc | inc | $9,335 |
| West Covina | Housing Program Coordinator | $6,891 | | | $50 | -$138 | $6,803 | $1,250 | $62 | | $8,115 |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Housing Program & Grant Admin Coordinator | $9,216 | $350 | | $163 | | $9,729 | $1,450 | $100 | $30 | $11,309 |
| | **Average** | **$7,593** | | | | | **$7,856** | | | | **$9,120** |
| | **% +/-** | **17.6%** | | | | | **19.2%** | | | | **19.4%** |
| | **Median** | **$7,631** | | | | | **$7,995** | | | | **$9,322** |
| | **% +/-** | **17.2%** | | | | | **17.8%** | | | | **17.6%** |
| | **75th Percentile** | **$8,097** | | | | | **$8,200** | | | | **$9,431** |
| | **% +/-** | **12.1%** | | | | | **15.7%** | | | | **16.6%** |
| | | | | | | Median Gain/Loss | 0.6% | | | | -0.2% |

**Monterey Park**
**Human Resources/Risk Manager**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Human Resources Manager | $10,050 | | | | | $10,050 | $1,253 | inc | inc | $11,303 |
| Arcadia | Human Resources Administrator | $13,630 | $500 | | $68 | | $14,198 | $1,402 | | | $15,600 |
| Covina | Human Resources Manager | $12,073 | $250 | | | | $12,323 | $1,461 | inc | inc | $13,784 |
| Downey | Human Resources Manager | $10,116 | | | | | $10,116 | $1,962 | $53 | | $12,131 |
| El Segundo | Human Resources Manager | $12,085 | | | | -$121 | $11,964 | $1,650 | $144 | $29 | $13,787 |
| Glendora | Assistant Director - Human Resources | $13,305 | $167 | | | | $13,471 | $1,300 | inc | | $14,771 |
| Monrovia | Human Resources Manager | $13,162 | | | $100 | -$256 | $13,006 | $1,525 | inc | inc | $14,531 |
| Montebello | Human Resources Manager | $11,055 | $553 | | | | $11,607 | $1,090 | inc | inc | $12,697 |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | Human Resources/Risk Manager | $10,698 | $481 | | $856 | -$150 | $11,886 | $1,400 | inc | inc | $13,286 |
| West Covina | Human Resources Manager | $10,526 | | | $150 | -$211 | $10,465 | $1,250 | $62 | | $11,778 |
| Whittier | HR/Risk Mgmt Administrator | $9,457 | | | $426 | -$378 | $9,504 | $2,107 | inc | $24 | $11,635 |
| Monterey Park | Human Resources/Risk Manager | $12,960 | $350 | | $163 | | $13,473 | $1,450 | $100 | $30 | $15,053 |
| | **Average** | **$11,469** | | | | | **$11,690** | | | | **$13,209** |
| | **% +/-** | **11.5%** | | | | | **13.2%** | | | | **12.2%** |
| | **Median** | **$11,055** | | | | | **$11,886** | | | | **$13,286** |
| | **% +/-** | **14.7%** | | | | | **11.8%** | | | | **11.7%** |
| | **75th Percentile** | **$12,624** | | | | | **$12,665** | | | | **$14,159** |
| | **% +/-** | **2.6%** | | | | | **6.0%** | | | | **5.9%** |
| | | | | | | Median Gain/Loss | -2.9% | | | | -0.0% |

**Monterey Park**
**Information Technology Services Manager**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | IT Manager | $11,467 | $500 | | $57 | | $12,024 | $1,402 | | | $13,426 |
| Covina | Information Technology Services Manager | $11,023 | $250 | | | | $11,273 | $1,461 | inc | inc | $12,734 |
| Downey | Information Technology and Systems Manager | $12,417 | | | | | $12,417 | $1,962 | $53 | | $14,432 |
| El Segundo | Information Systems Manager | $12,904 | | | | -$129 | $12,775 | $1,650 | $144 | $29 | $14,597 |
| Glendora | Info Technology Director | $15,117 | | | $833 | | $15,951 | $2,000 | inc | | $17,951 |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Information Systems Manager | $11,331 | $567 | | | | $11,897 | $1,090 | inc | inc | $12,987 |
| San Gabriel | Information Technology Manager | $10,807 | | | $50 | | $10,857 | $1,568 | inc | inc | $12,425 |
| Upland | Information Technology Manager | $10,698 | $481 | | $749 | -$150 | $11,779 | $1,400 | inc | inc | $13,179 |
| West Covina | Information Technology Manager | $10,796 | | | $150 | -$216 | $10,730 | $1,250 | $62 | | $12,042 |
| Whittier | Information Technology Manager | $11,570 | | | $521 | -$463 | $11,628 | $2,107 | inc | $24 | $13,759 |
| Monterey Park | Information Technology Services Manager | $12,960 | $350 | | $163 | | $13,473 | $1,450 | $100 | $30 | $15,053 |
| | **Average** | **$11,813** | | | | | **$12,133** | | | | **$13,753** |
| | **% +/-** | **8.8%** | | | | | **9.9%** | | | | **8.6%** |
| | **Median** | **$11,399** | | | | | **$11,838** | | | | **$13,303** |
| | **% +/-** | **12.0%** | | | | | **12.1%** | | | | **11.6%** |
| | **75th Percentile** | **$12,205** | | | | | **$12,319** | | | | **$14,264** |
| | **% +/-** | **5.8%** | | | | | **8.6%** | | | | **5.2%** |
| | | | | | | Median Gain/Loss | 0.1% | | | | -0.5% |

**Monterey Park**
**Park Superintendent**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Parks Superintendent | $9,956 | | | | | $9,956 | $1,253 | inc | inc | $11,209 |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | Parks and Building Superintendent | $8,393 | $250 | | | | $8,643 | $1,461 | inc | inc | $10,104 |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | Park Maintenance Superintendent | $11,325 | | | | -$113 | $11,212 | $1,650 | $144 | $29 | $13,035 |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | Parks & Facilities Manager | $10,102 | | | $50 | | $10,152 | $1,568 | inc | inc | $11,720 |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Park Manager | $10,810 | | | $486 | -$432 | $10,864 | $2,107 | inc | $24 | $12,995 |
| Monterey Park | Park Superintendent | $8,815 | $350 | | $163 | | $9,328 | $1,450 | $100 | $30 | $10,908 |
| | **Average** | **$10,117** | | | | | **$10,165** | | | | **$11,813** |
| | **% +/-** | **-14.8%** | | | | | **-9.0%** | | | | **-8.3%** |
| | **Median** | **$10,102** | | | | | **$10,152** | | | | **$11,720** |
| | **% +/-** | **-14.6%** | | | | | **-8.8%** | | | | **-7.4%** |
| | **75th Percentile** | **$10,810** | | | | | **$10,864** | | | | **$12,995** |
| | **% +/-** | **-22.6%** | | | | | **-16.5%** | | | | **-19.1%** |
| | | | | | | Median Gain/Loss | 5.8% | | | | 1.4% |

**Monterey Park**
**Park Supervisor**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Parks Supervisor | $6,277 | | | | | $6,277 | $1,253 | inc | inc | $7,530 |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | Parks Maintenance Supervisor | $8,392 | $250 | | | | $8,642 | $1,461 | inc | inc | $10,103 |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | Park Maintenance Supervisor | $8,884 | $318 | | | -$89 | $9,113 | $1,650 | $184 | inc | $10,948 |
| Glendora | Parks Supervisor | $6,922 | $167 | | | | $7,088 | $1,300 | inc | | $8,388 |
| Monrovia | Maintenance Supervisor (Facility, Field Services | $7,768 | | | $50 | -$151 | $7,667 | $1,525 | inc | inc | $9,192 |
| Montebello | Park Maintenance Supervisor | $7,088 | $354 | | | | $7,442 | $1,090 | inc | inc | $8,532 |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | Maintenance Supervisor | $7,031 | $316 | | $492 | -$98 | $7,741 | $1,400 | inc | inc | $9,141 |
| West Covina | Park Maintenance Supervisor | $7,494 | | | $150 | -$150 | $7,494 | $1,250 | $62 | | $8,806 |
| Whittier | Park Maintenance Supervisor | $7,680 | | | $115 | -$307 | $7,488 | $2,107 | inc | $24 | $9,619 |
| Monterey Park | Park Supervisor | $8,118 | $350 | | $163 | | $8,631 | $1,450 | $100 | $30 | $10,211 |
| | **Average** | **$7,504** | | | | | **$7,661** | | | | **$9,140** |
| | **% +/-** | **7.6%** | | | | | **11.2%** | | | | **10.5%** |
| | **Median** | **$7,494** | | | | | **$7,494** | | | | **$9,141** |
| | **% +/-** | **7.7%** | | | | | **13.2%** | | | | **10.5%** |
| | **75th Percentile** | **$7,768** | | | | | **$7,741** | | | | **$9,619** |
| | **% +/-** | **4.3%** | | | | | **10.3%** | | | | **5.8%** |
| | | | | | | Median Gain/Loss | 5.5% | | | | -2.7% |

**Monterey Park**
**Planning Manager**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Deputy Director of Community Development | $12,704 | | | | | $12,704 | $1,253 | inc | inc | $13,957 |
| Arcadia | Planning Services Manager | $11,186 | $500 | | $56 | | $11,742 | $1,402 | | | $13,144 |
| Covina | Planning Manager | $11,133 | $250 | | | | $11,383 | $1,461 | inc | inc | $12,844 |
| Downey | City Planner | $12,399 | | | | | $12,399 | $1,962 | $53 | | $14,414 |
| El Segundo | Planning Manager | $13,484 | | | | -$135 | $13,349 | $1,650 | $144 | $29 | $15,172 |
| Glendora | City Planner | $10,798 | $167 | | | | $10,965 | $1,300 | inc | | $12,265 |
| Monrovia | Planning Division Manager | $14,539 | | | $100 | -$283 | $14,356 | $1,525 | inc | inc | $15,881 |
| Montebello | Planning Manager | $11,331 | $567 | | | | $11,897 | $1,090 | inc | inc | $12,987 |
| San Gabriel | Planning Manager | $10,807 | | | $50 | | $10,857 | $1,568 | inc | inc | $12,425 |
| Upland | Planning Manager | $10,966 | $493 | | $768 | -$154 | $12,073 | $1,400 | inc | inc | $13,473 |
| West Covina | Planning Manager | $11,124 | | | $150 | -$222 | $11,052 | $1,250 | $62 | | $12,364 |
| Whittier | Planning Services Manager | $11,439 | | | $515 | -$458 | $11,496 | $2,107 | inc | $24 | $13,627 |
| Monterey Park | Planning Manager | $12,213 | $350 | | $163 | | $12,726 | $1,450 | $100 | $30 | $14,306 |
| | **Average** | **$11,826** | | | | | **$12,023** | | | | **$13,546** |
| | **% +/-** | **3.2%** | | | | | **5.5%** | | | | **5.3%** |
| | **Median** | **$11,258** | | | | | **$11,820** | | | | **$13,309** |
| | **% +/-** | **7.8%** | | | | | **7.1%** | | | | **7.0%** |
| | **75th Percentile** | **$12,475** | | | | | **$12,475** | | | | **$14,072** |
| | **% +/-** | **-2.1%** | | | | | **2.0%** | | | | **1.6%** |
| | | | | | | Median Gain/Loss | -0.7% | | | | -0.2% |

**Monterey Park**
**Police Records/Dispatch Communication Manager**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Records Manager | $8,295 | | | | | $8,295 | $1,253 | inc | inc | $9,548 |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | Support Services Supervisor | $8,722 | $167 | | | | $8,889 | $1,300 | inc | | $10,189 |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Dispatch Supervisor | $7,447 | $372 | | | | $7,819 | $1,090 | inc | inc | $8,909 |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | Police Records Manager | $10,011 | | | $150 | -$200 | $9,961 | $1,250 | $62 | | $11,273 |
| Whittier | Police Support Services Manager | $11,801 | | | $531 | -$472 | $11,860 | $2,107 | inc | $24 | $13,991 |
| Monterey Park | Police Records/Dispatch Communication Mana | $10,130 | $350 | | $163 | | $10,643 | $1,450 | $100 | $30 | $12,223 |
| | **Average** | **$9,255** | | | | | **$9,365** | | | | **$10,782** |
| | **% +/-** | **8.6%** | | | | | **12.0%** | | | | **11.8%** |
| | **Median** | **$8,722** | | | | | **$8,889** | | | | **$10,189** |
| | **% +/-** | **13.9%** | | | | | **16.5%** | | | | **16.6%** |
| | **75th Percentile** | **$10,011** | | | | | **$9,961** | | | | **$11,273** |
| | **% +/-** | **1.2%** | | | | | **6.4%** | | | | **7.8%** |
| | | | | | | Median Gain/Loss | 2.6% | | | | 0.2% |

**Monterey Park**
**Principal Management Analyst**

| Survey Agency | Comparable Class | Range Max. | Cash Supplements: Long. | Other Cash | Def. Comp. | EE to ER/ER to EE Ret. | Base + Cash | Insurance Benefits: Health | Dental | Vision | Base + Cash + Ins. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Principal Management Analyst | $9,216 | $350 | | $163 | | $9,729 | $1,450 | $100 | $30 | $11,309 |
| | **Average** | **I.D.** | | | | | **I.D.** | | | | **I.D.** |
| | **% +/-** | | | | | | | | | | |
| | **Median** | **I.D.** | | | | | **I.D.** | | | | **I.D.** |
| | **% +/-** | | | | | | | | | | |
| | **75th Percentile** | **I.D.** | | | | | **I.D.** | | | | **I.D.** |
| | **% +/-** | | | | | | | | | | |

Median Gain/Loss

**Monterey Park**
**Public Works Maint. Manager**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Public Works Superintendent | $10,050 | | | | | $10,050 | $1,253 | inc | inc | $11,303 |
| Arcadia | Streets Superintendent | $11,186 | $500 | | $56 | | $11,742 | $1,402 | | | $13,144 |
| Covina | Public Works Manager | $11,133 | $250 | | | | $11,383 | $1,461 | inc | inc | $12,844 |
| Downey | Superintendent of Facilities Maintenance | $11,259 | | | | | $11,259 | $1,962 | $53 | | $13,274 |
| El Segundo | General Services Manager | $12,280 | | | | -$123 | $12,157 | $1,650 | $144 | $29 | $13,980 |
| Glendora | Assistant Public Works Director | $13,305 | $167 | | | | $13,471 | $1,300 | inc | | $14,771 |
| Monrovia | Deputy Director of Public Works | $13,162 | | | $100 | -$256 | $13,006 | $1,525 | inc | inc | $14,531 |
| Montebello | Deputy Dir of Public Works | $12,202 | $610 | | | | $12,812 | $1,090 | inc | inc | $13,902 |
| San Gabriel | Field Operations Manager | $10,102 | | | $50 | | $10,152 | $1,568 | inc | inc | $11,720 |
| Upland | Operations Manager | $12,104 | $545 | | $847 | -$169 | $13,327 | $1,400 | inc | inc | $14,727 |
| West Covina | Public Services Superintendent | $11,402 | | | $150 | -$228 | $11,324 | $1,250 | $62 | | $12,636 |
| Whittier | Public Works Manager | $10,446 | | | $470 | -$418 | $10,498 | $2,107 | inc | $24 | $12,629 |
| Monterey Park | Public Works Maint. Manager | $12,098 | $350 | | $163 | | $12,611 | $1,450 | $100 | $30 | $14,191 |
| | **Average** | **$11,553** | | | | | **$11,765** | | | | **$13,288** |
| | **% +/-** | **4.5%** | | | | | **6.7%** | | | | **6.4%** |
| | **Median** | **$11,330** | | | | | **$11,562** | | | | **$13,209** |
| | **% +/-** | **6.3%** | | | | | **8.3%** | | | | **6.9%** |
| | **75th Percentile** | **$12,221** | | | | | **$12,861** | | | | **$14,117** |
| | **% +/-** | **-1.0%** | | | | | **-2.0%** | | | | **0.5%** |
| | | | | | | Median Gain/Loss | 2.0% | | | | -1.4% |

**Monterey Park**
**Public Works Maint. Supv.**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | Street Maintenance Crew Supervisor | $7,060 | $182 | | | | $7,242 | $1,107 | | | $8,349 |
| Covina | Street Maintenance Supervisor | $7,828 | $250 | | | | $8,078 | $1,461 | inc | inc | $9,539 |
| Downey | Public Works Supervisor II | $6,961 | $585 | | | | $7,546 | $2,024 | $59 | | $9,629 |
| El Segundo | Street Maintenance Supervisor | $8,884 | $318 | | | -$89 | $9,113 | $1,650 | $184 | inc | $10,948 |
| Glendora | Pw Maintenance & Operations Supervisor | $6,922 | $167 | | | | $7,088 | $1,300 | inc | | $8,388 |
| Monrovia | Maintenance Supervisor (Facility, Field Service | $7,768 | | | $50 | -$151 | $7,667 | $1,525 | inc | inc | $9,192 |
| Montebello | Street Maintenance Supervisor | $7,447 | $372 | | | | $7,819 | $1,090 | inc | inc | $8,909 |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | Maintenance Supervisor | $7,031 | $316 | | $492 | -$98 | $7,741 | $1,400 | inc | inc | $9,141 |
| West Covina | Street Maintenance Supervisor | $7,636 | | | $150 | -$153 | $7,633 | $1,250 | $62 | | $8,946 |
| Whittier | Street Maintenance Supervisor | $7,844 | | | $118 | -$314 | $7,648 | $2,107 | inc | $24 | $9,779 |
| Monterey Park | Public Works Maint. Supv. | $8,118 | $350 | | $163 | | $8,631 | $1,450 | $100 | $30 | $10,211 |
| | **Average** | **$7,538** | | | | | **$7,758** | | | | **$9,282** |
| | **% +/-** | **7.1%** | | | | | **10.1%** | | | | **9.1%** |
| | **Median** | **$7,541** | | | | | **$7,657** | | | | **$9,166** |
| | **% +/-** | **7.1%** | | | | | **11.3%** | | | | **10.2%** |
| | **75th Percentile** | **$7,813** | | | | | **$7,799** | | | | **$9,606** |
| | **% +/-** | **3.8%** | | | | | **9.6%** | | | | **5.9%** |
| | | | | | | Median Gain/Loss | 4.2% | | | | -1.1% |

**Monterey Park**
**Recreation Manager**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Deputy Director of Recreation and Community S | $10,952 | | | | | $10,952 | $1,253 | inc | inc | $12,205 |
| Arcadia | Assistant Director of Recreation and Comm Svc | $11,186 | $500 | | $56 | | $11,742 | $1,402 | | | $13,144 |
| Covina | Parks and Recreation Manager | $10,808 | $250 | | | | $11,058 | $1,461 | inc | inc | $12,519 |
| Downey | Recreation Manager | $9,986 | | | | | $9,986 | $1,962 | $53 | | $12,001 |
| El Segundo | Recreation Superintendent | $11,826 | | | | -$118 | $11,707 | $1,650 | $144 | $29 | $13,530 |
| Glendora | Recreation Superintendent | $8,976 | $167 | | | | $9,142 | $1,300 | inc | | $10,442 |
| Monrovia | Recreation Manager | $13,162 | | | $100 | -$256 | $13,006 | $1,525 | inc | inc | $14,531 |
| Montebello | Recreation Manager | $8,019 | $401 | | | | $8,420 | $1,090 | inc | inc | $9,510 |
| San Gabriel | Community Services Manager | $10,102 | | | $50 | | $10,152 | $1,568 | inc | inc | $11,720 |
| Upland | Recreation Manager | $9,000 | $405 | | $630 | -$126 | $9,909 | $1,400 | inc | inc | $11,309 |
| West Covina | Community Services Manager | $8,659 | | | $150 | -$173 | $8,636 | $1,250 | $62 | | $9,948 |
| Whittier | Community Services Manager | $10,810 | | | $486 | -$432 | $10,864 | $2,107 | inc | $24 | $12,995 |
| Monterey Park | Recreation Manager | $10,809 | $350 | | $163 | | $11,322 | $1,450 | $100 | $30 | $12,902 |
| | **Average** | **$10,290** | | | | | **$10,465** | | | | **$11,988** |
| | **% +/-** | **4.8%** | | | | | **7.6%** | | | | **7.1%** |
| | **Median** | **$10,455** | | | | | **$10,508** | | | | **$12,103** |
| | **% +/-** | **3.3%** | | | | | **7.2%** | | | | **6.2%** |
| | **75th Percentile** | **$11,010** | | | | | **$11,220** | | | | **$13,032** |
| | **% +/-** | **-1.9%** | | | | | **0.9%** | | | | **-1.0%** |
| | | | | | | Median Gain/Loss | 3.9% | | | | -1.0% |

**Monterey Park**
**Recreation Supervisor**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Recreation Supervisor | $6,321 | | | | | $6,321 | $1,253 | inc | inc | $7,575 |
| Arcadia | Recreation Supervisor | $7,723 | $500 | | $39 | | $8,262 | $1,402 | | | $9,664 |
| Covina | Parks and Recreation Supervisor | $8,392 | $250 | | | | $8,642 | $1,461 | inc | inc | $10,103 |
| Downey | Recreation Supervisor | $7,039 | $591 | | | | $7,630 | $1,962 | $53 | | $9,645 |
| El Segundo | Recreation Supervisor | $8,184 | $318 | | | -$82 | $8,420 | $1,650 | $184 | inc | $10,254 |
| Glendora | Recreation Supervisor | $6,788 | $167 | | | | $6,955 | $1,300 | inc | | $8,255 |
| Monrovia | Recreation Supervisor | $7,391 | | | $50 | -$144 | $7,297 | $1,525 | inc | inc | $8,822 |
| Montebello | Recreation Supervisor | $6,915 | $346 | | | | $7,261 | $1,090 | inc | inc | $8,351 |
| San Gabriel | Recreation Supervisor | $7,758 | | | $50 | | $7,808 | $1,568 | inc | inc | $9,376 |
| Upland | Recreation Supervisor | $6,529 | $294 | | $457 | -$91 | $7,188 | $1,400 | inc | inc | $8,588 |
| West Covina | Recreation Services Supervisor | $7,005 | | | $150 | -$140 | $7,015 | $1,250 | $62 | | $8,327 |
| Whittier | Community Services Supervisor | $7,438 | | | $112 | -$298 | $7,252 | $2,107 | inc | $24 | $9,383 |
| Monterey Park | Recreation Supervisor | $8,118 | $350 | | $163 | | $8,631 | $1,450 | $100 | $30 | $10,211 |
| | **Average** | **$7,290** | | | | | **$7,504** | | | | **$9,029** |
| | **% +/-** | **10.2%** | | | | | **13.0%** | | | | **11.6%** |
| | **Median** | **$7,215** | | | | | **$7,279** | | | | **$9,099** |
| | **% +/-** | **11.1%** | | | | | **15.7%** | | | | **10.9%** |
| | **75th Percentile** | **$7,732** | | | | | **$7,921** | | | | **$9,650** |
| | **% +/-** | **4.8%** | | | | | **8.2%** | | | | **5.5%** |
| | | | | | | Median Gain/Loss | 4.5% | | | | -4.8% |

**Monterey Park**
**Senior Planner**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Senior Planner | $9,672 | | | | | $9,672 | $1,253 | inc | inc | $10,925 |
| Arcadia | Senior Planner | $10,104 | $182 | | | | $10,286 | $1,072 | | | $11,358 |
| Covina | Senior Planner | $8,835 | $250 | | | | $9,085 | $1,461 | inc | inc | $10,546 |
| Downey | Senior Planner | $8,337 | $700 | | | | $9,038 | $1,962 | $53 | | $11,053 |
| El Segundo | Senior Planner | $8,982 | $318 | | | -$90 | $9,210 | $1,650 | $184 | inc | $11,044 |
| Glendora | Senior Planner | $8,078 | $167 | | | | $8,244 | $1,300 | inc | | $9,544 |
| Monrovia | Senior Planner | $10,264 | | | $50 | -$200 | $10,114 | $1,525 | inc | inc | $11,639 |
| Montebello | Senior Planner | $9,300 | $465 | | | | $9,765 | $1,090 | inc | inc | $10,855 |
| San Gabriel | Senior Planner | $8,923 | | | $50 | | $8,973 | $1,568 | inc | inc | $10,541 |
| Upland | Senior Planner | $8,781 | $395 | | $615 | -$123 | $9,668 | $1,400 | inc | inc | $11,068 |
| West Covina | Senior Planner | $8,152 | | | $150 | -$163 | $8,139 | $1,250 | $62 | | $9,451 |
| Whittier | Senior Planner | $9,512 | | | $428 | -$380 | $9,560 | $2,107 | inc | $24 | $11,691 |
| Monterey Park | Senior Planner | $9,662 | $350 | | $163 | | $10,175 | $1,450 | $100 | $30 | $11,755 |
| | **Average** | **$9,078** | | | | | **$9,313** | | | | **$10,810** |
| | **% +/-** | **6.0%** | | | | | **8.5%** | | | | **8.0%** |
| | **Median** | **$8,952** | | | | | **$9,385** | | | | **$10,985** |
| | **% +/-** | **7.3%** | | | | | **7.8%** | | | | **6.5%** |
| | **75th Percentile** | **$9,552** | | | | | **$9,695** | | | | **$11,140** |
| | **% +/-** | **1.1%** | | | | | **4.7%** | | | | **5.2%** |
| | | | | | | Median Gain/Loss | 0.4% | | | | -1.2% |

**Monterey Park**
**Transportation Program Manager**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | Transportation Services Manager | $9,646 | $500 | | $48 | | $10,194 | $1,402 | | | $11,596 |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | Transportation Manager | $10,798 | $167 | | | | $10,965 | $1,300 | inc | | $12,265 |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Transit Operations Manager | $10,522 | $526 | | | | $11,048 | $1,090 | inc | inc | $12,138 |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Transportation Program Manager | $8,815 | $350 | | $163 | | $9,328 | $1,450 | $100 | $30 | $10,908 |
| | **Average** | **$10,322** | | | | | **$10,736** | | | | **$12,000** |
| | **% +/-** | **-17.1%** | | | | | **-15.1%** | | | | **-10.0%** |
| | **Median** | **$10,522** | | | | | **$10,965** | | | | **$12,138** |
| | **% +/-** | **-19.4%** | | | | | **-17.6%** | | | | **-11.3%** |
| | **75th Percentile** | **$10,660** | | | | | **$11,006** | | | | **$12,201** |
| | **% +/-** | **-20.9%** | | | | | **-18.0%** | | | | **-11.9%** |
| | | | | | | Median Gain/Loss | 1.8% | | | | 6.3% |

**Monterey Park**
**Water Distribution Supervisor**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Water Utility Supervisor | $8,031 | | | | | $8,031 | $1,253 | inc | inc | $9,284 |
| Arcadia | Utilities Crew Supervisor | $7,603 | $182 | | | | $7,785 | $1,107 | | | $8,892 |
| Covina | Water Distribution Supervisor | $9,051 | $250 | | | | $9,301 | $1,461 | inc | inc | $10,762 |
| Downey | Water Systems Supervisor II | $7,100 | $597 | | | | $7,697 | $2,024 | $59 | | $9,780 |
| El Segundo | Water/Wastewater Supervisor | $8,710 | $318 | | | -$87 | $8,941 | $1,650 | $184 | inc | $10,775 |
| Glendora | Water Utility Supervisor | $7,657 | $167 | | | | $7,824 | $1,300 | inc | | $9,124 |
| Monrovia | Utility System Maintenance Supervisor | $7,768 | | | $50 | -$151 | $7,667 | $1,525 | inc | inc | $9,192 |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | Utility System Supervisor | $7,955 | $358 | | $557 | -$111 | $8,758 | $1,400 | inc | inc | $10,158 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Water Distribution Supervisor | $8,709 | | | $131 | -$348 | $8,491 | $2,107 | inc | $24 | $10,622 |
| Monterey Park | Water Distribution Supervisor | $8,657 | $350 | | $163 | | $9,170 | $1,450 | $100 | $30 | $10,750 |
| | **Average** | **$8,065** | | | | | **$8,277** | | | | **$9,843** |
| | **% +/-** | **6.8%** | | | | | **9.7%** | | | | **8.4%** |
| | **Median** | **$7,955** | | | | | **$8,031** | | | | **$9,780** |
| | **% +/-** | **8.1%** | | | | | **12.4%** | | | | **9.0%** |
| | **75th Percentile** | **$8,709** | | | | | **$8,758** | | | | **$10,622** |
| | **% +/-** | **-0.6%** | | | | | **4.5%** | | | | **1.2%** |
| | | | | | | Median Gain/Loss | 4.3% | | | | -3.4% |

**Monterey Park**
**Water Operations Supervisor**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Water Utility Supervisor | $8,031 | | | | | $8,031 | $1,253 | inc | inc | $9,284 |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | Water Production Supervisor | $7,978 | $167 | | | | $8,144 | $1,300 | inc | | $9,444 |
| Monrovia | Water Production Supervisor | $7,768 | | | $50 | -$151 | $7,667 | $1,525 | inc | inc | $9,192 |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | Chief Water Treatment Operator | $8,154 | $367 | | $571 | -$114 | $8,977 | $1,400 | inc | inc | $10,377 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Water Distribution Supervisor | $8,709 | | | $131 | -$348 | $8,491 | $2,107 | inc | $24 | $10,622 |
| Monterey Park | Water Operations Supervisor | $8,657 | $350 | | $163 | | $9,170 | $1,450 | $100 | $30 | $10,750 |
| | **Average** | **$8,128** | | | | | **$8,262** | | | | **$9,784** |
| | **% +/-** | **6.1%** | | | | | **9.9%** | | | | **9.0%** |
| | **Median** | **$8,031** | | | | | **$8,144** | | | | **$9,444** |
| | **% +/-** | **7.2%** | | | | | **11.2%** | | | | **12.1%** |
| | **75th Percentile** | **$8,154** | | | | | **$8,491** | | | | **$10,377** |
| | **% +/-** | **5.8%** | | | | | **7.4%** | | | | **3.5%** |
| | | | | | | Median Gain/Loss | 3.9% | | | | 1.0% |

**Monterey Park**
**Water Production Supervisor**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Water Production Supervisor | $8,031 | | | | | $8,031 | $1,253 | inc | inc | $9,284 |
| Arcadia | Water Production Crew Supervisor | $7,603 | $182 | | | | $7,785 | $1,107 | | | $8,892 |
| Covina | Water Systems Supervisor | $8,177 | $250 | | | | $8,427 | $1,461 | inc | inc | $9,888 |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | Water Production Supervisor | $7,978 | $167 | | | | $8,144 | $1,300 | inc | | $9,444 |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | Chief Water Treatment Operator | $8,154 | $367 | | $571 | -$114 | $8,977 | $1,400 | inc | inc | $10,377 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Water Production Supervisor | $8,709 | | | $131 | -$348 | $8,491 | $2,107 | inc | $24 | $10,622 |
| Monterey Park | Water Production Supervisor | $8,657 | $350 | | $163 | | $9,170 | $1,450 | $100 | $30 | $10,750 |
| | **Average** | **$8,109** | | | | | **$8,309** | | | | **$9,751** |
| | **% +/-** | **6.3%** | | | | | **9.4%** | | | | **9.3%** |
| | **Median** | **$8,092** | | | | | **$8,286** | | | | **$9,666** |
| | **% +/-** | **6.5%** | | | | | **9.6%** | | | | **10.1%** |
| | **75th Percentile** | **$8,171** | | | | | **$8,475** | | | | **$10,255** |
| | **% +/-** | **5.6%** | | | | | **7.6%** | | | | **4.6%** |
| | | | | | | Median Gain/Loss | 3.1% | | | | 0.4% |

**Monterey Park**
**Water Utility Manager**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Deputy Director of Utilities | $13,214 | | | | | $13,214 | $1,253 | inc | inc | $14,467 |
| Arcadia | Utilities Superintendent | $11,186 | $500 | | $56 | | $11,742 | $1,402 | | | $13,144 |
| Covina | Water Utility Superintendent | $11,172 | $250 | | | | $11,422 | $1,461 | inc | inc | $12,883 |
| Downey | Superintendent of Utilities | $11,259 | | | | | $11,259 | $1,962 | $53 | | $13,274 |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | Assistant Public Works Director | $13,305 | $167 | | | | $13,471 | $1,300 | inc | | $14,771 |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | Utilities Manager | $12,104 | $545 | | $847 | -$169 | $13,327 | $1,400 | inc | inc | $14,727 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Water Manager | $11,988 | | | $539 | -$480 | $12,048 | $2,107 | inc | $24 | $14,179 |
| Monterey Park | Water Utility Manager | $12,213 | $350 | | $163 | | $12,726 | $1,450 | $100 | $30 | $14,306 |
| | **Average** | **$12,033** | | | | | **$12,355** | | | | **$13,921** |
| | **% +/-** | **1.5%** | | | | | **2.9%** | | | | **2.7%** |
| | **Median** | **$11,988** | | | | | **$12,048** | | | | **$14,179** |
| | **% +/-** | **1.8%** | | | | | **5.3%** | | | | **0.9%** |
| | **75th Percentile** | **$12,659** | | | | | **$13,270** | | | | **$14,597** |
| | **% +/-** | **-3.7%** | | | | | **-4.3%** | | | | **-2.0%** |
| | | | | | | Median Gain/Loss | 3.5% | | | | -4.4% |

**Monterey Park**
**Administrative Secretary**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Executive Assistant to the Finance Director | $5,784 | | | | | $5,784 | $1,253 | inc | inc | $7,037 |
| Arcadia | Administrative Assistant | $5,321 | $182 | | | | $5,503 | $1,072 | | | $6,575 |
| Covina | Senior Administrative Technician | $5,901 | $250 | | | | $6,151 | $1,461 | inc | inc | $7,612 |
| Downey | Executive Secretary | $4,997 | $420 | | | | $5,417 | $1,962 | $53 | | $7,432 |
| El Segundo | Executive Assistant | $7,900 | | | | -$79 | $7,821 | $1,650 | $144 | $29 | $9,643 |
| Glendora | Administrative Assistant | $5,134 | $167 | | | | $5,301 | $1,300 | inc | | $6,601 |
| Monrovia | Senior Administrative Assistant | $5,650 | | | $50 | -$110 | $5,590 | $1,525 | inc | inc | $7,115 |
| Montebello | Administrative Assistant | $3,823 | $191 | | | | $4,014 | $1,090 | inc | inc | $5,104 |
| San Gabriel | Executive Assistant | $5,551 | | | $50 | | $5,601 | $1,568 | inc | inc | $7,169 |
| Upland | Administrative Assistant | $4,398 | $220 | | $100 | -$62 | $4,656 | $1,400 | inc | inc | $6,056 |
| West Covina | Senior Administrative Assistant | $5,215 | | | $100 | -$104 | $5,211 | $1,250 | $62 | | $6,523 |
| Whittier | Administrative Secretary | $5,113 | $458 | | | -$205 | $5,367 | $2,108 | inc | $24 | $7,500 |
| Monterey Park | Administrative Secretary | $5,585 | $350 | | $163 | | $6,098 | $1,450 | $100 | $30 | $7,678 |
| | **Average** | **$5,399** | | | | | **$5,535** | | | | **$7,031** |
| | **% +/-** | **3.3%** | | | | | **9.2%** | | | | **8.4%** |
| | **Median** | **$5,268** | | | | | **$5,460** | | | | **$7,076** |
| | **% +/-** | **5.7%** | | | | | **10.5%** | | | | **7.8%** |
| | **75th Percentile** | **$5,683** | | | | | **$5,647** | | | | **$7,449** |
| | **% +/-** | **-1.8%** | | | | | **7.4%** | | | | **3.0%** |
| | | | | | | Median Gain/Loss | 4.8% | | | | -2.6% |

**Monterey Park**
**Human Resources Analyst**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Human Resources Analyst | $8,293 | | | | | $8,293 | $1,253 | inc | inc | $9,546 |
| Arcadia | Human Resources Analyst | $8,526 | $500 | | $43 | | $9,069 | $1,402 | | | $10,471 |
| Covina | Human Resources Analyst | $7,251 | $250 | | | | $7,501 | $1,461 | inc | inc | $8,962 |
| Downey | Human Resources Analyst | $7,625 | | | | | $7,625 | $1,962 | $53 | | $9,639 |
| El Segundo | Human Resources Analyst | $8,436 | | | | -$84 | $8,352 | $1,650 | $144 | $29 | $10,175 |
| Glendora | Human Resources Analyst | $7,113 | $167 | | | | $7,280 | $1,300 | inc | | $8,580 |
| Monrovia | Human Resources Officer | $11,004 | | | $50 | -$214 | $10,840 | $1,525 | inc | inc | $12,365 |
| Montebello | Human Resources Analyst | $7,824 | $391 | | | | $8,215 | $1,090 | inc | inc | $9,305 |
| San Gabriel | Human Resources Analyst | $7,758 | | | $50 | | $7,808 | $1,568 | inc | inc | $9,376 |
| Upland | Human Resources Analyst | $6,859 | $309 | | $549 | -$96 | $7,621 | $1,400 | inc | inc | $9,021 |
| West Covina | Human Resources Analyst | $7,339 | | | $100 | -$147 | $7,292 | $1,250 | $62 | | $8,604 |
| Whittier | Management Analyst II | $8,384 | | | $377 | -$335 | $8,426 | $2,107 | inc | $24 | $10,557 |
| Monterey Park | Human Resources Analyst | $8,181 | $350 | | $163 | | $8,694 | $1,450 | $100 | $30 | $10,274 |
| | **Average** | **$8,034** | | | | | **$8,193** | | | | **$9,717** |
| | **% +/-** | **1.8%** | | | | | **5.8%** | | | | **5.4%** |
| | **Median** | **$7,791** | | | | | **$8,011** | | | | **$9,461** |
| | **% +/-** | **4.8%** | | | | | **7.8%** | | | | **7.9%** |
| | **75th Percentile** | **$8,397** | | | | | **$8,370** | | | | **$10,249** |
| | **% +/-** | **-2.6%** | | | | | **3.7%** | | | | **0.2%** |
| | | | | | | Median Gain/Loss | 3.1% | | | | 0.1% |

**Monterey Park**
**Human Resources Assistant**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Clerical Assistant III | $5,307 | | | | | $5,307 | $1,253 | inc | inc | $6,560 |
| Arcadia | Management Aide | $6,826 | $500 | | $34 | | $7,360 | $1,402 | | | $8,762 |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Human Resources Assistant | $6,199 | | | $217 | -$248 | $6,168 | $2,107 | inc | $24 | $8,299 |
| Monterey Park | Human Resources Assistant | $6,951 | $350 | | $163 | | $7,464 | $1,450 | $100 | $30 | $9,044 |
| | **Average** | **$6,111** | | | | | **$6,278** | | | | **$7,874** |
| | **% +/-** | **12.1%** | | | | | **15.9%** | | | | **12.9%** |
| | **Median** | **$6,199** | | | | | **$6,168** | | | | **$8,299** |
| | **% +/-** | **10.8%** | | | | | **17.4%** | | | | **8.2%** |
| | **75th Percentile** | **$6,513** | | | | | **$6,764** | | | | **$8,531** |
| | **% +/-** | **6.3%** | | | | | **9.4%** | | | | **5.7%** |
| | | | | | | Median Gain/Loss | 6.5% | | | | -9.1% |

**Monterey Park**
**Human Resources Specialist**

| Survey Agency | Comparable Class | Range Max. | Cash Supplements: Long. | Cash Supplements: Other Cash | Cash Supplements: Def. Comp. | Cash Supplements: EE to ER/ER to EE Ret. | Cash Supplements: Base + Cash | Insurance Benefits: Health | Insurance Benefits: Dental | Insurance Benefits: Vision | Insurance Benefits: Base + Cash + Ins. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | Senior Human Resources Technician | $6,241 | | | $50 | -$121 | $6,170 | $1,525 | inc | inc | $7,695 |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Human Resources Specialist | | | | | | | | | | |
| | **Average** | **I.D.** | | | | | **I.D.** | | | | **I.D.** |
| | **% +/-** | | | | | | | | | | |
| | **Median** | **I.D.** | | | | | **I.D.** | | | | **I.D.** |
| | **% +/-** | | | | | | | | | | |
| | **75th Percentile** | **I.D.** | | | | | **I.D.** | | | | **I.D.** |
| | **% +/-** | | | | | | | | | | |

Median Gain/Loss

**Monterey Park**
**Human Resources Technician**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Human Resources Technician | $6,376 | | | | | $6,376 | $1,253 | inc | inc | $7,629 |
| Arcadia | Human Resources Technician | $6,319 | $500 | | | | $6,819 | $1,072 | | | $7,891 |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | Human Resources Specialist | $6,088 | $502 | | | | $6,590 | $1,962 | $53 | | $8,605 |
| El Segundo | Human Resources Technician | $6,153 | | | | -$62 | $6,092 | $1,650 | $144 | $29 | $7,914 |
| Glendora | Human Resources Technician | $5,655 | $167 | | | | $5,822 | $1,300 | inc | | $7,122 |
| Monrovia | Human Resources Technician | $5,938 | | | $50 | -$116 | $5,872 | $1,525 | inc | inc | $7,397 |
| Montebello | Human Resources Technician | $6,582 | $329 | | | | $6,911 | $1,090 | inc | inc | $8,001 |
| San Gabriel | Human Resources Specialist | $5,690 | | | $50 | | $5,740 | $1,568 | inc | inc | $7,308 |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | Human Resources Technician | $5,215 | | | $100 | -$104 | $5,211 | $1,250 | $62 | | $6,523 |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Human Resources Technician | $6,053 | $350 | | $163 | | $6,566 | $1,450 | $100 | $30 | $8,146 |
| | **Average** | **$6,002** | | | | | **$6,159** | | | | **$7,599** |
| | **% +/-** | **0.8%** | | | | | **6.2%** | | | | **6.7%** |
| | **Median** | **$6,088** | | | | | **$6,092** | | | | **$7,629** |
| | **% +/-** | **-0.6%** | | | | | **7.2%** | | | | **6.3%** |
| | **75th Percentile** | **$6,319** | | | | | **$6,590** | | | | **$7,914** |
| | **% +/-** | **-4.4%** | | | | | **-0.4%** | | | | **2.8%** |
| | | | | | | Median Gain/Loss | 7.8% | | | | -0.9% |

**Monterey Park**
**Information Systems Specialist**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Information Technology Specialist II | $9,395 | | | | | $9,395 | $1,253 | inc | inc | $10,648 |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | System Network Engineer | $10,548 | | | | | $10,548 | $1,962 | $53 | | $12,563 |
| El Segundo | Information Systems Specialist | $10,073 | $407 | | | -$101 | $10,379 | $1,650 | $184 | inc | $12,214 |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | Information System Analyst | $8,164 | | | $50 | -$159 | $8,055 | $1,525 | inc | inc | $9,580 |
| Montebello | Information Systems Analyst | $7,824 | $391 | | | | $8,215 | $1,090 | inc | inc | $9,305 |
| San Gabriel | Information Systems Specialist | $8,517 | | | $50 | | $8,567 | $1,568 | inc | inc | $10,135 |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | Information Technology Analyst | $8,592 | | | $150 | -$172 | $8,570 | $1,250 | $62 | | $9,882 |
| Whittier | Information Systems Analyst | $8,384 | | | $377 | -$335 | $8,426 | $2,107 | inc | $24 | $10,557 |
| Monterey Park | Information Systems Specialist | $8,815 | $350 | | $163 | | $9,328 | $1,450 | $100 | $30 | $10,908 |
| | **Average** | **$8,937** | | | | | **$9,019** | | | | **$10,611** |
| | **% +/-** | **-1.4%** | | | | | **3.3%** | | | | **2.7%** |
| | **Median** | **$8,555** | | | | | **$8,569** | | | | **$10,346** |
| | **% +/-** | **3.0%** | | | | | **8.1%** | | | | **5.1%** |
| | **75th Percentile** | **$9,565** | | | | | **$9,641** | | | | **$11,040** |
| | **% +/-** | **-8.5%** | | | | | **-3.4%** | | | | **-1.2%** |
| | | | | | | Median Gain/Loss | 5.2% | | | | -3.0% |

**Monterey Park**
**Payroll Technician**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | Payroll Technician | $6,195 | $250 | | | | $6,445 | $1,461 | inc | inc | $7,906 |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | Payroll Technician | $6,559 | | | $50 | -$128 | $6,481 | $1,525 | inc | inc | $8,006 |
| Montebello | Payroll Specialist | $5,675 | $284 | | | | $5,959 | $1,090 | inc | inc | $7,049 |
| San Gabriel | Payroll Specialist | $5,690 | | | $50 | | $5,740 | $1,568 | inc | inc | $7,308 |
| Upland | Payroll Technician | $6,063 | $303 | | $100 | -$85 | $6,381 | $1,400 | inc | inc | $7,781 |
| West Covina | Payroll Specialist | $5,734 | | | $100 | -$115 | $5,719 | $1,250 | $62 | | $7,032 |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Payroll Technician | $6,170 | $350 | | $163 | | $6,683 | $1,450 | $100 | $30 | $8,263 |
| | **Average** | **$5,986** | | | | | **$6,121** | | | | **$7,514** |
| | **% +/-** | **3.0%** | | | | | **8.4%** | | | | **9.1%** |
| | **Median** | **$5,898** | | | | | **$6,170** | | | | **$7,545** |
| | **% +/-** | **4.4%** | | | | | **7.7%** | | | | **8.7%** |
| | **75th Percentile** | **$6,162** | | | | | **$6,429** | | | | **$7,875** |
| | **% +/-** | **0.1%** | | | | | **3.8%** | | | | **4.7%** |
| | | | | | | Median Gain/Loss | 3.3% | | | | 1.0% |

**Monterey Park**
**Secretary to City Manager**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Executive Assistant to the City Manager | $6,829 | | | | | $6,829 | $1,253 | inc | inc | $8,082 |
| Arcadia | Executive Assistant | $7,330 | $500 | | | | $7,830 | $1,072 | | | $8,902 |
| Covina | Executive Assistant to the City Manager | $6,519 | $250 | | | | $6,769 | $1,461 | inc | inc | $8,230 |
| Downey | Executive Secretary | $4,997 | $420 | | | | $5,417 | $1,962 | $53 | | $7,432 |
| El Segundo | Senior Executive Assistant | $8,611 | | | | -$86 | $8,525 | $1,650 | $144 | $29 | $10,348 |
| Glendora | Executive Assistant | $6,194 | $167 | | | | $6,361 | $1,300 | inc | | $7,661 |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Senior Administrative Assistant | $4,658 | $233 | | | | $4,891 | $1,090 | inc | inc | $5,981 |
| San Gabriel | Executive Assistant to the City Manager | $6,943 | | | $50 | | $6,993 | $1,568 | inc | inc | $8,561 |
| Upland | Executive Assistant to the City Manager | $7,031 | $316 | | $562 | -$98 | $7,811 | $1,400 | inc | inc | $9,211 |
| West Covina | Executive Assistant to City Manager | $5,937 | | | $100 | -$119 | $5,918 | $1,250 | $62 | | $7,230 |
| Whittier | Executive Assistant to the City Manager | $7,146 | | | $250 | -$286 | $7,110 | $2,107 | inc | $24 | $9,241 |
| Monterey Park | Secretary to City Manager | $6,951 | $350 | | $163 | | $7,464 | $1,450 | $100 | $30 | $9,044 |
| | **Average** | **$6,563** | | | | | **$6,769** | | | | **$8,262** |
| | **% +/-** | **5.6%** | | | | | **9.3%** | | | | **8.6%** |
| | **Median** | **$6,829** | | | | | **$6,829** | | | | **$8,230** |
| | **% +/-** | **1.8%** | | | | | **8.5%** | | | | **9.0%** |
| | **75th Percentile** | **$7,088** | | | | | **$7,461** | | | | **$9,057** |
| | **% +/-** | **-2.0%** | | | | | **0.0%** | | | | **-0.1%** |
| | | | | | | Median Gain/Loss | 6.7% | | | | 0.5% |

**Monterey Park**
**Account Clerk**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Account Clerk | $5,012 | | | | | $5,012 | $1,253 | inc | inc | $6,265 |
| Arcadia | Accounting Technician | $5,061 | $182 | | | | $5,243 | $1,072 | | | $6,315 |
| Covina | Account Clerk II | $4,914 | $250 | | | | $5,164 | $1,461 | inc | inc | $6,625 |
| Downey | Senior Account Clerk | $5,009 | $421 | | | | $5,430 | $1,962 | $53 | | $7,445 |
| El Segundo | Accounts Specialist II | $5,102 | | | | -$51 | $5,051 | $1,600 | $135 | inc | $6,786 |
| Glendora | Accounting Technician | $4,512 | $167 | | | | $4,679 | $1,200 | inc | | $5,879 |
| Monrovia | Accounting Assistant | $5,115 | | | $50 | -$100 | $5,065 | $1,525 | inc | inc | $6,590 |
| Montebello | Account Clerk | $4,017 | $201 | | | | $4,217 | $1,090 | inc | inc | $5,307 |
| San Gabriel | Accounting Technician II | $4,965 | | | $50 | | $5,015 | $1,568 | inc | inc | $6,583 |
| Upland | Accounting Technician | $5,493 | $275 | | $100 | -$77 | $5,790 | $1,400 | inc | inc | $7,190 |
| West Covina | Account Clerk | $4,088 | | | $50 | -$82 | $4,056 | $1,250 | $62 | | $5,368 |
| Whittier | Account Specialist I/II | $4,629 | $458 | | | -$185 | $4,902 | $2,108 | inc | $24 | $7,035 |
| Monterey Park | Account Clerk | $4,623 | $350 | | $108 | | $5,081 | $1,450 | $100 | $30 | $6,661 |
| | **Average** | **$4,826** | | | | | **$4,969** | | | | **$6,449** |
| | **% +/-** | **-4.4%** | | | | | **2.2%** | | | | **3.2%** |
| | **Median** | **$4,987** | | | | | **$5,033** | | | | **$6,586** |
| | **% +/-** | **-7.9%** | | | | | **1.0%** | | | | **1.1%** |
| | **75th Percentile** | **$5,071** | | | | | **$5,183** | | | | **$6,848** |
| | **% +/-** | **-9.7%** | | | | | **-2.0%** | | | | **-2.8%** |
| | | | | | | Median Gain/Loss | 8.8% | | | | 0.2% |

**Monterey Park**
**Accountant**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | Accountant | $7,723 | $500 | | $39 | | $8,262 | $1,402 | | | $9,664 |
| Covina | Accountant | $6,582 | $250 | | | | $6,832 | $1,461 | inc | inc | $8,293 |
| Downey | Accountant | $5,376 | $452 | | | | $5,828 | $1,962 | $53 | | $7,843 |
| El Segundo | Accountant | $7,937 | | | | -$79 | $7,858 | $1,650 | $144 | $29 | $9,680 |
| Glendora | Accountant | $6,140 | $167 | | | | $6,307 | $1,200 | inc | | $7,507 |
| Monrovia | Accountant | $9,018 | | | $50 | -$175 | $8,893 | $1,525 | inc | inc | $10,418 |
| Montebello | Accountant | $6,421 | $321 | | | | $6,742 | $1,090 | inc | inc | $7,832 |
| San Gabriel | Accountant | $7,173 | | | $50 | | $7,223 | $1,568 | inc | inc | $8,791 |
| Upland | Accountant | $6,529 | $326 | | $100 | -$91 | $6,864 | $1,400 | inc | inc | $8,264 |
| West Covina | Accountant | $6,494 | | | $100 | -$130 | $6,464 | $1,250 | $62 | | $7,776 |
| Whittier | Accountant | $6,998 | | | $315 | -$280 | $7,033 | $2,107 | inc | $24 | $9,164 |
| Monterey Park | Accountant | $6,669 | $350 | | $108 | | $7,127 | $1,450 | $100 | $30 | $8,707 |
| | **Average** | **$6,945** | | | | | **$7,119** | | | | **$8,657** |
| | **% +/-** | **-4.1%** | | | | | **0.1%** | | | | **0.6%** |
| | **Median** | **$6,582** | | | | | **$6,864** | | | | **$8,293** |
| | **% +/-** | **1.3%** | | | | | **3.7%** | | | | **4.8%** |
| | **75th Percentile** | **$7,448** | | | | | **$7,540** | | | | **$9,414** |
| | **% +/-** | **-11.7%** | | | | | **-5.8%** | | | | **-8.1%** |
| | | | | | | Median Gain/Loss | 2.4% | | | | 1.1% |

**Monterey Park**
**Assistant Deputy City Clerk**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Clerical Assistant II | $4,819 | | | | | $4,819 | $1,253 | inc | inc | $6,072 |
| Arcadia | Deputy City Clerk | $6,640 | $182 | | | | $6,822 | $1,072 | | | $7,894 |
| Covina | Deputy City Clerk | $7,905 | $250 | | | | $8,155 | $1,461 | inc | inc | $9,616 |
| Downey | Deputy City Clerk | $6,088 | $512 | | | | $6,599 | $1,962 | $53 | | $8,614 |
| El Segundo | Deputy City Clerk | $7,326 | | | | -$73 | $7,253 | $1,650 | $144 | $29 | $9,075 |
| Glendora | City Clerk Specialist | $6,382 | $167 | | | | $6,549 | $1,300 | inc | | $7,849 |
| Monrovia | Assistant to the City Clerk | $5,938 | | | $50 | -$116 | $5,872 | $1,525 | inc | inc | $7,397 |
| Montebello | Deputy City Clerk | $6,112 | $306 | | | | $6,417 | $1,090 | inc | inc | $7,507 |
| San Gabriel | Deputy City Clerk | $5,551 | | | $50 | | $5,601 | $1,568 | inc | inc | $7,169 |
| Upland | Deputy City Clerk | $5,493 | $275 | | $100 | -$77 | $5,790 | $1,400 | inc | inc | $7,190 |
| West Covina | Deputy City Clerk | $6,178 | | | $100 | -$124 | $6,154 | $1,250 | $62 | | $7,467 |
| Whittier | City Clerk Specialist | $4,889 | $458 | | | -$196 | $5,152 | $2,108 | inc | $24 | $7,285 |
| Monterey Park | Assistant Deputy City Clerk | $6,084 | $350 | | $108 | | $6,542 | $1,450 | $100 | $30 | $8,122 |
| | **Average** | **$6,110** | | | | | **$6,265** | | | | **$7,761** |
| | **% +/-** | **-0.4%** | | | | | **4.2%** | | | | **4.4%** |
| | **Median** | **$6,100** | | | | | **$6,286** | | | | **$7,487** |
| | **% +/-** | **-0.3%** | | | | | **3.9%** | | | | **7.8%** |
| | **75th Percentile** | **$6,446** | | | | | **$6,655** | | | | **$8,074** |
| | **% +/-** | **-6.0%** | | | | | **-1.7%** | | | | **0.6%** |
| | | | | | | Median Gain/Loss | 4.2% | | | | 3.9% |

**Monterey Park**
**Associate Planner**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Associate Planner | $8,320 | | | | | $8,320 | $1,253 | inc | inc | $9,573 |
| Arcadia | Associate Planner | $8,714 | $182 | | | | $8,896 | $1,072 | | | $9,968 |
| Covina | Associate Planner | $7,687 | $250 | | | | $7,937 | $1,461 | inc | inc | $9,398 |
| Downey | Associate Planner | $7,492 | $629 | | | | $8,121 | $1,962 | $53 | | $10,136 |
| El Segundo | Associate Planner | $8,147 | | | | -$81 | $8,065 | $1,600 | $135 | inc | $9,800 |
| Glendora | Associate Planner | $6,907 | $167 | | | | $7,073 | $1,200 | inc | | $8,273 |
| Monrovia | Associate Planner | $8,841 | | | $50 | -$172 | $8,718 | $1,525 | inc | inc | $10,243 |
| Montebello | Planner | $8,019 | $401 | | | | $8,420 | $1,090 | inc | inc | $9,510 |
| San Gabriel | Associate Planner | $7,758 | | | $50 | | $7,808 | $1,568 | inc | inc | $9,376 |
| Upland | Associate Planner | $7,207 | $324 | | $504 | -$101 | $7,935 | $1,400 | inc | inc | $9,335 |
| West Covina | Planning Associate | $6,500 | | | $50 | -$130 | $6,420 | $1,250 | $62 | | $7,732 |
| Whittier | Associate Planner | $8,294 | $458 | | | -$332 | $8,421 | $2,108 | inc | $24 | $10,553 |
| Monterey Park | Associate Planner | $7,795 | $350 | | $108 | | $8,253 | $1,450 | $100 | $30 | $9,833 |
| | **Average** | **$7,824** | | | | | **$8,011** | | | | **$9,492** |
| | **% +/-** | **-0.4%** | | | | | **2.9%** | | | | **3.5%** |
| | **Median** | **$7,889** | | | | | **$8,093** | | | | **$9,542** |
| | **% +/-** | **-1.2%** | | | | | **1.9%** | | | | **3.0%** |
| | **75th Percentile** | **$8,301** | | | | | **$8,420** | | | | **$10,010** |
| | **% +/-** | **-6.5%** | | | | | **-2.0%** | | | | **-1.8%** |
| | | | | | | Median Gain/Loss | 3.1% | | | | 1.0% |

**Monterey Park**
**Building Inspector**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | Senior Building Inspector | $8,714 | $182 | | | | $8,896 | $1,072 | | | $9,968 |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | Building Inspector | $6,259 | $526 | | | | $6,785 | $1,962 | $53 | | $8,800 |
| El Segundo | Building Inspector II | $7,957 | | | | -$80 | $7,878 | $1,600 | $135 | inc | $9,613 |
| Glendora | Building Inspector | $6,222 | $167 | | | | $6,388 | $1,200 | inc | | $7,588 |
| Monrovia | Combination Inspector | $7,768 | | | $50 | -$151 | $7,667 | $1,525 | inc | inc | $9,192 |
| Montebello | Combination Building Inspector | $8,019 | $401 | | | | $8,420 | $1,090 | inc | inc | $9,510 |
| San Gabriel | Building Inspector | $7,544 | | | $50 | | $7,594 | $1,568 | inc | inc | $9,162 |
| Upland | Building Inspector II | $6,370 | $318 | | $100 | -$89 | $6,699 | $1,400 | inc | inc | $8,099 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Building Inspector II | $7,106 | $458 | | | -$284 | $7,280 | $2,108 | inc | $24 | $9,413 |
| Monterey Park | Building Inspector | $7,681 | $350 | | $108 | | $8,139 | $1,450 | $100 | $30 | $9,719 |
| | **Average** | **$7,329** | | | | | **$7,512** | | | | **$9,038** |
| | **% +/-** | **4.6%** | | | | | **7.7%** | | | | **7.0%** |
| | **Median** | **$7,544** | | | | | **$7,594** | | | | **$9,192** |
| | **% +/-** | **1.8%** | | | | | **6.7%** | | | | **5.4%** |
| | **75th Percentile** | **$7,957** | | | | | **$7,878** | | | | **$9,510** |
| | **% +/-** | **-3.6%** | | | | | **3.2%** | | | | **2.2%** |
| | | | | | | Median Gain/Loss | 4.9% | | | | -1.3% |

**Monterey Park**
**Building Trades Technician**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Building Maintenance Worker | $5,341 | | | | | $5,341 | $1,253 | inc | inc | $6,594 |
| Arcadia | Building Maintenance Technician | $5,939 | $182 | | | | $6,121 | $1,107 | | | $7,228 |
| Covina | Building Maintenance Worker II | $5,492 | $250 | | | | $5,742 | $1,461 | inc | inc | $7,203 |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | Facilities Systems Mechanic | $7,209 | | | | -$72 | $7,137 | $1,600 | $135 | inc | $8,872 |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | Maintenance Worker (Facility, Park, Street, & U | $5,375 | | | $50 | -$105 | $5,321 | $1,525 | inc | inc | $6,846 |
| Montebello | Building Maintenance Tradeworker II | $4,775 | $239 | | | | $5,013 | $1,090 | inc | inc | $6,103 |
| San Gabriel | Maintenance Worker II | $5,110 | | | $50 | | $5,160 | $1,568 | inc | inc | $6,728 |
| Upland | Facilities Specialist | $5,630 | $281 | | $100 | -$79 | $5,933 | $1,400 | inc | inc | $7,333 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Facilities Maintenance Worker | $5,375 | $458 | | | -$215 | $5,618 | $2,108 | inc | $24 | $7,751 |
| Monterey Park | Building Trades Technician | $5,987 | $350 | | $108 | | $6,445 | $1,450 | $100 | $30 | $8,025 |
| | **Average** | **$5,583** | | | | | **$5,710** | | | | **$7,184** |
| | **% +/-** | **6.8%** | | | | | **11.4%** | | | | **10.5%** |
| | **Median** | **$5,375** | | | | | **$5,618** | | | | **$7,203** |
| | **% +/-** | **10.2%** | | | | | **12.8%** | | | | **10.2%** |
| | **75th Percentile** | **$5,630** | | | | | **$5,933** | | | | **$7,333** |
| | **% +/-** | **6.0%** | | | | | **8.0%** | | | | **8.6%** |
| | | | | | | Median Gain/Loss | 2.6% | | | | -2.6% |

**Monterey Park**
**Civil Engineering Technician**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Engineering Technician | $8,806 | | | | | $8,806 | $1,253 | inc | inc | $10,059 |
| Arcadia | Engineering Assistant | $6,807 | $182 | | | | $6,989 | $1,072 | | | $8,061 |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | Engineering Technician | $6,862 | | | | -$69 | $6,793 | $1,600 | $135 | inc | $8,528 |
| Glendora | Engineering Technician | $5,512 | $167 | | | | $5,679 | $1,200 | inc | | $6,879 |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Engineering Technician | $5,817 | $291 | | | | $6,108 | $1,090 | inc | inc | $7,198 |
| San Gabriel | Engineering Technician | $6,883 | | | $50 | | $6,933 | $1,568 | inc | inc | $8,501 |
| Upland | Engineering Technician | $4,855 | $243 | | $100 | -$68 | $5,129 | $1,400 | inc | inc | $6,529 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Engineering Technician II | $6,305 | $458 | | | -$252 | $6,511 | $2,108 | inc | $24 | $8,644 |
| Monterey Park | Civil Engineering Technician | $6,480 | $350 | | $108 | | $6,938 | $1,450 | $100 | $30 | $8,518 |
| | **Average** | **$6,481** | | | | | **$6,619** | | | | **$8,050** |
| | **% +/-** | **0.0%** | | | | | **4.6%** | | | | **5.5%** |
| | **Median** | **$6,556** | | | | | **$6,652** | | | | **$8,281** |
| | **% +/-** | **-1.2%** | | | | | **4.1%** | | | | **2.8%** |
| | **75th Percentile** | **$6,867** | | | | | **$6,947** | | | | **$8,557** |
| | **% +/-** | **-6.0%** | | | | | **-0.1%** | | | | **-0.5%** |
| | | | | | | Median Gain/Loss | 5.3% | | | | -1.3% |

**Monterey Park**
**Code Enforcement Officer**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Code Enforcement Officer | $7,075 | | | | | $7,075 | $1,253 | inc | inc | $8,328 |
| Arcadia | Code Services Officer | $6,640 | $182 | | | | $6,822 | $1,072 | | | $7,894 |
| Covina | Neighborhood Preservation Officer | $6,114 | $250 | | | | $6,364 | $1,461 | inc | inc | $7,825 |
| Downey | Code Enforcement Officer | $6,041 | $508 | | | | $6,549 | $1,962 | $53 | | $8,563 |
| El Segundo | Code Compliance Inspector | $7,957 | | | | -$80 | $7,878 | $1,600 | $135 | inc | $9,613 |
| Glendora | Community Preservation Officer | $5,255 | $167 | | | | $5,422 | $1,200 | inc | | $6,622 |
| Monrovia | Neighborhood Preservation Officer | $6,963 | | | $50 | -$135 | $6,877 | $1,525 | inc | inc | $8,402 |
| Montebello | Code Enforcement Officer | $6,265 | $313 | | | | $6,578 | $1,090 | inc | inc | $7,668 |
| San Gabriel | NIS Officer | $5,603 | | | $50 | | $5,653 | $1,568 | inc | inc | $7,221 |
| Upland | Code Enforcement Officer | $5,915 | $296 | | $100 | -$83 | $6,228 | $1,400 | inc | inc | $7,628 |
| West Covina | Code Enforcement Officer | $5,459 | | | $50 | -$109 | $5,400 | $1,250 | $62 | | $6,712 |
| Whittier | Code Enforcement Officer II | $6,212 | $458 | | | -$248 | $6,422 | $2,108 | inc | $24 | $8,555 |
| Monterey Park | Code Enforcement Officer | $6,137 | $350 | | $108 | | $6,595 | $1,450 | $100 | $30 | $8,175 |
| | **Average** | **$6,292** | | | | | **$6,439** | | | | **$7,919** |
| | **% +/-** | **-2.5%** | | | | | **2.4%** | | | | **3.1%** |
| | **Median** | **$6,163** | | | | | **$6,485** | | | | **$7,860** |
| | **% +/-** | **-0.4%** | | | | | **1.7%** | | | | **3.9%** |
| | **75th Percentile** | **$6,721** | | | | | **$6,836** | | | | **$8,440** |
| | **% +/-** | **-9.5%** | | | | | **-3.6%** | | | | **-3.2%** |
| | | | | | | Median Gain/Loss | 2.1% | | | | 2.2% |

**Monterey Park**
**Communication Dispatcher**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Dispatcher | $5,897 | | | | | $5,897 | $1,253 | inc | inc | $7,150 |
| Arcadia | Dispatcher II | $6,015 | $182 | | | | $6,197 | $1,049 | | | $7,246 |
| Covina | Public Safety Dispatcher | $6,150 | $185 | | | | $6,335 | $1,461 | inc | inc | $7,796 |
| Downey | Public Safety Dispatcher | $5,517 | $464 | | | | $5,980 | $2,100 | $53 | | $8,133 |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | Police Service Representative II | $5,667 | $167 | | | | $5,833 | $1,200 | inc | | $7,033 |
| Monrovia | Police Communications Operator (Dispatch) | $6,241 | | | $50 | | $6,291 | $1,525 | inc | inc | $7,816 |
| Montebello | Police Dispatcher II | $6,582 | $329 | | | | $6,911 | $1,090 | inc | inc | $8,001 |
| San Gabriel | Public Safety Dispatcher | $5,641 | | | $50 | | $5,691 | $1,568 | inc | inc | $7,259 |
| Upland | Police Dispatcher II | $5,493 | $275 | | $100 | -$77 | $5,790 | $1,400 | inc | inc | $7,190 |
| West Covina | Public Safety Dispatcher | $5,883 | | | | -$88 | $5,795 | $1,962 | $53 | | $7,810 |
| Whittier | Police Dispatcher II | $6,243 | $458 | | | -$250 | $6,452 | $2,108 | inc | $24 | $8,584 |
| Monterey Park | Communication Dispatcher | $6,336 | $350 | | $108 | | $6,794 | $1,450 | $100 | $30 | $8,374 |
| | **Average** | **$5,939** | | | | | **$6,106** | | | | **$7,638** |
| | **% +/-** | **6.3%** | | | | | **10.1%** | | | | **8.8%** |
| | **Median** | **$5,897** | | | | | **$5,980** | | | | **$7,796** |
| | **% +/-** | **6.9%** | | | | | **12.0%** | | | | **6.9%** |
| | **75th Percentile** | **$6,195** | | | | | **$6,313** | | | | **$7,908** |
| | **% +/-** | **2.2%** | | | | | **7.1%** | | | | **5.6%** |
| | | | | | | Median Gain/Loss | 5.0% | | | | -5.1% |

**Monterey Park**
**Community Service Officer**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Police Service Officer | $4,717 | | | | | $4,717 | $1,253 | inc | inc | $5,970 |
| Arcadia | Community Service Officer | $5,449 | $182 | | | | $5,631 | $1,049 | | | $6,680 |
| Covina | Community Services Officer | $5,188 | $156 | | | | $5,343 | $1,461 | inc | inc | $6,804 |
| Downey | Community Services Officer | $4,708 | $396 | | | | $5,103 | $2,100 | $53 | | $7,256 |
| El Segundo | Police Service Officer II | $6,095 | | | | -$61 | $6,034 | $1,650 | $135 | inc | $7,819 |
| Glendora | Community Services Officer | $4,811 | $167 | | | | $4,978 | $1,200 | inc | | $6,178 |
| Monrovia | Community Services Officer | $5,938 | | | $50 | | $5,988 | $1,525 | inc | inc | $7,513 |
| Montebello | Police Community Services Officer | $5,016 | $251 | | | | $5,267 | $1,090 | inc | inc | $6,357 |
| San Gabriel | Community Service Officer | $4,965 | | | $50 | | $5,015 | $1,568 | inc | inc | $6,583 |
| Upland | Police Services Technician | $4,508 | $225 | | $100 | -$63 | $4,770 | $1,400 | inc | inc | $6,170 |
| West Covina | Community Services Officer | $4,404 | | | | -$66 | $4,338 | $1,962 | $53 | | $6,353 |
| Whittier | Community Services Officer | $5,295 | $458 | | | -$212 | $5,542 | $2,108 | inc | $24 | $7,674 |
| Monterey Park | Community Service Officer | $5,035 | $350 | | $108 | | $5,493 | $1,450 | $100 | $30 | $7,073 |
| | **Average** | **$5,091** | | | | | **$5,227** | | | | **$6,780** |
| | **% +/-** | **-1.1%** | | | | | **4.8%** | | | | **4.1%** |
| | **Median** | **$4,991** | | | | | **$5,185** | | | | **$6,632** |
| | **% +/-** | **0.9%** | | | | | **5.6%** | | | | **6.2%** |
| | **75th Percentile** | **$5,334** | | | | | **$5,564** | | | | **$7,320** |
| | **% +/-** | **-5.9%** | | | | | **-1.3%** | | | | **-3.5%** |
| | | | | | | Median Gain/Loss | 4.7% | | | | 0.6% |

**Monterey Park**
**Consumer Service Representative**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Utility Billing Clerk | $5,746 | | | | | $5,746 | $1,253 | inc | inc | $6,999 |
| Arcadia | Utility Billing Specialist | $5,871 | $182 | | | | $6,053 | $1,072 | | | $7,125 |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | Customer Service Representative | $5,115 | | | $50 | -$100 | $5,065 | $1,525 | inc | inc | $6,590 |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | Customer Service Specialist II | $4,736 | $237 | | $100 | -$66 | $5,007 | $1,400 | inc | inc | $6,407 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Customer Service Clerk | $4,448 | $458 | | | -$178 | $4,728 | $2,108 | inc | $24 | $6,861 |
| Monterey Park | Consumer Service Representative | $5,662 | $350 | | $108 | | $6,120 | $1,450 | $100 | $30 | $7,700 |
| | **Average** | **$5,183** | | | | | **$5,320** | | | | **$6,797** |
| | **% +/-** | **8.5%** | | | | | **13.1%** | | | | **11.7%** |
| | **Median** | **$5,115** | | | | | **$5,065** | | | | **$6,861** |
| | **% +/-** | **9.7%** | | | | | **17.2%** | | | | **10.9%** |
| | **75th Percentile** | **$5,746** | | | | | **$5,746** | | | | **$6,999** |
| | **% +/-** | **-1.5%** | | | | | **6.1%** | | | | **9.1%** |
| | | | | | | Median Gain/Loss | 7.6% | | | | -6.3% |

**Monterey Park**
**Crew Leader**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Senior Street Maintenance Worker | $5,724 | | | | | $5,724 | $1,253 | inc | inc | $6,978 |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | Maintenance Worker III | $6,203 | $250 | | | | $6,453 | $1,461 | inc | inc | $7,914 |
| Downey | Maintenance Lead Worker | $5,418 | $455 | | | | $5,873 | $2,024 | $59 | | $7,956 |
| El Segundo | Street Maintenance Leadworker | $6,531 | | | | -$65 | $6,466 | $1,600 | $135 | inc | $8,201 |
| Glendora | Maintenance Lead Worker | $5,596 | $167 | | | | $5,763 | $1,200 | inc | | $6,963 |
| Monrovia | Maintenance Lead Worker | $6,963 | | | $50 | -$135 | $6,878 | $1,525 | inc | inc | $8,403 |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | Maintenance Leadperson | $6,418 | | | $50 | | $6,468 | $1,568 | inc | inc | $8,036 |
| Upland | Senior Maintenance Worker | $5,359 | $268 | | $100 | -$75 | $5,652 | $1,400 | inc | inc | $7,052 |
| West Covina | Maintenance Leadworker | $5,396 | | | $50 | -$108 | $5,338 | $1,250 | $62 | | $6,650 |
| Whittier | Senior Street Maintenance Worker | $5,764 | $458 | | | -$231 | $5,992 | $2,108 | inc | $24 | $8,125 |
| Monterey Park | Crew Leader | $5,987 | $350 | | $108 | | $6,445 | $1,450 | $100 | $30 | $8,025 |
| | **Average** | **$5,937** | | | | | **$6,061** | | | | **$7,628** |
| | **% +/-** | **0.8%** | | | | | **6.0%** | | | | **5.0%** |
| | **Median** | **$5,744** | | | | | **$5,932** | | | | **$7,935** |
| | **% +/-** | **4.1%** | | | | | **8.0%** | | | | **1.1%** |
| | **75th Percentile** | **$6,364** | | | | | **$6,463** | | | | **$8,102** |
| | **% +/-** | **-6.3%** | | | | | **-0.3%** | | | | **-1.0%** |
| | | | | | | Median Gain/Loss | 3.9% | | | | -6.8% |

**Monterey Park**
**Cross Connection Control Inspector**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Utility/Back Flow Inspector | $8,080 | | | | | $8,080 | $1,253 | inc | inc | $9,333 |
| Arcadia | Water Quality Backflow Inspector | $8,186 | $182 | | | | $8,368 | $1,107 | | | $9,475 |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Cross Connection Specialist II | $6,829 | $458 | | | -$273 | $7,014 | $2,108 | inc | $24 | $9,147 |
| Monterey Park | Cross Connection Control Inspector | $7,054 | $350 | | $108 | | $7,512 | $1,450 | $100 | $30 | $9,092 |
| | **Average** | **$7,698** | | | | | **$7,821** | | | | **$9,318** |
| | **% +/-** | **-9.1%** | | | | | **-4.1%** | | | | **-2.5%** |
| | **Median** | **$8,080** | | | | | **$8,080** | | | | **$9,333** |
| | **% +/-** | **-14.5%** | | | | | **-7.6%** | | | | **-2.6%** |
| | **75th Percentile** | **$8,133** | | | | | **$8,224** | | | | **$9,404** |
| | **% +/-** | **-15.3%** | | | | | **-9.5%** | | | | **-3.4%** |
| | | | | | | Median Gain/Loss | 7.0% | | | | 4.9% |

**Monterey Park**
**Economic Development Specialist**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Economic Development Specialist | $7,929 | | | | | $7,929 | $1,253 | inc | inc | $9,182 |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Economic Development Coordinator | $6,421 | $321 | | | | $6,742 | $1,090 | inc | inc | $7,832 |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | Development Services Specialist | $5,630 | $281 | | $100 | -$79 | $5,933 | $1,400 | inc | inc | $7,333 |
| West Covina | Economic Development Specialist | $5,546 | | | $50 | -$111 | $5,485 | $1,250 | $62 | | $6,797 |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Economic Development Specialist | $7,456 | $350 | | $108 | | $7,914 | $1,450 | $100 | $30 | $9,494 |
| | **Average** | **$6,382** | | | | | **$6,522** | | | | **$7,786** |
| | **% +/-** | **14.4%** | | | | | **17.6%** | | | | **18.0%** |
| | **Median** | **$6,026** | | | | | **$6,337** | | | | **$7,582** |
| | **% +/-** | **19.2%** | | | | | **19.9%** | | | | **20.1%** |
| | **75th Percentile** | **$6,798** | | | | | **$7,039** | | | | **$8,170** |
| | **% +/-** | **8.8%** | | | | | **11.1%** | | | | **14.0%** |
| | | | | | | Median Gain/Loss | 0.7% | | | | 0.2% |

**Monterey Park**
**Equipment Mechanic**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Automotive Mechanic | $6,326 | | | | | $6,326 | $1,253 | inc | inc | $7,579 |
| Arcadia | Fleet Technician II | $6,086 | $182 | | | | $6,268 | $1,107 | | | $7,375 |
| Covina | Equipment Mechanic | $5,647 | $250 | | | | $5,897 | $1,461 | inc | inc | $7,358 |
| Downey | Mechanic | $5,378 | $452 | | | | $5,830 | $2,024 | $59 | | $7,913 |
| El Segundo | Equipment Mechanic II | $6,372 | | | | -$64 | $6,308 | $1,600 | $135 | inc | $8,043 |
| Glendora | Mechanic | $5,460 | $167 | | | | $5,627 | $1,200 | inc | | $6,827 |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Equipment Mechanic | $5,593 | $280 | | | | $5,873 | $1,090 | inc | inc | $6,963 |
| San Gabriel | Auto Mechanic II | $6,026 | | | $50 | | $6,076 | $1,568 | inc | inc | $7,644 |
| Upland | Equipment Mechanic | $5,359 | $268 | | $100 | -$75 | $5,652 | $1,400 | inc | inc | $7,052 |
| West Covina | Equipment Mechanic II | $5,263 | | | $50 | -$105 | $5,208 | $1,250 | $62 | | $6,520 |
| Whittier | Fleet Mechanic II | $5,735 | $458 | | | -$229 | $5,964 | $2,108 | inc | $24 | $8,097 |
| Monterey Park | Equipment Mechanic | $5,987 | $350 | | $108 | | $6,445 | $1,450 | $100 | $30 | $8,025 |
| | **Average** | **$5,749** | | | | | **$5,912** | | | | **$7,397** |
| | **% +/-** | **4.0%** | | | | | **8.3%** | | | | **7.8%** |
| | **Median** | **$5,647** | | | | | **$5,897** | | | | **$7,375** |
| | **% +/-** | **5.7%** | | | | | **8.5%** | | | | **8.1%** |
| | **75th Percentile** | **$6,056** | | | | | **$6,172** | | | | **$7,779** |
| | **% +/-** | **-1.2%** | | | | | **4.2%** | | | | **3.1%** |
| | | | | | | Median Gain/Loss | 2.8% | | | | -0.4% |

**Monterey Park**
**Evidence Officer**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Property/Evidence Technician | $5,898 | | | | | $5,898 | $1,253 | inc | inc | $7,151 |
| Arcadia | Evidence Technician | $6,976 | $182 | | | | $7,158 | $1,049 | | | $8,207 |
| Covina | Property and Evidence Clerk | $5,297 | $159 | | | | $5,456 | $1,461 | inc | inc | $6,917 |
| Downey | Property and Evidence Technician | $4,957 | $416 | | | | $5,373 | $2,100 | $53 | | $7,526 |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Property and Evidence Technician | $5,270 | $264 | | | | $5,534 | $1,090 | inc | inc | $6,624 |
| San Gabriel | Property & Evidence Technician | $5,648 | | | $50 | | $5,698 | $1,568 | inc | inc | $7,266 |
| Upland | Property and Evidence Clerk | $4,291 | $215 | | $100 | -$60 | $4,545 | $1,400 | inc | inc | $5,945 |
| West Covina | Community Services Officer | $4,404 | | | | -$66 | $4,338 | $1,962 | $53 | | $6,353 |
| Whittier | Property and Evidence Technician | $5,402 | $458 | | | -$216 | $5,644 | $2,108 | inc | $24 | $7,777 |
| Monterey Park | Evidence Officer | $5,436 | $350 | | $108 | | $5,894 | $1,450 | $100 | $30 | $7,474 |
| | **Average** | **$5,349** | | | | | **$5,516** | | | | **$7,085** |
| | **% +/-** | **1.6%** | | | | | **6.4%** | | | | **5.2%** |
| | **Median** | **$5,297** | | | | | **$5,534** | | | | **$7,151** |
| | **% +/-** | **2.6%** | | | | | **6.1%** | | | | **4.3%** |
| | **75th Percentile** | **$5,648** | | | | | **$5,698** | | | | **$7,526** |
| | **% +/-** | **-3.9%** | | | | | **3.3%** | | | | **-0.7%** |
| | | | | | | Median Gain/Loss | 3.6% | | | | -1.8% |

**Monterey Park**
**Jailer**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | Jailer | $5,290 | $159 | | | | $5,449 | $1,461 | inc | inc | $6,910 |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | Jailer | $4,545 | $167 | | | | $4,712 | $1,200 | inc | | $5,912 |
| Monrovia | Jailer | $5,938 | | | $50 | | $5,988 | $1,525 | inc | inc | $7,513 |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | Jailer | $4,589 | | | | -$69 | $4,520 | $1,962 | $53 | | $6,536 |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Jailer | $5,322 | $350 | | $108 | | $5,780 | $1,450 | $100 | $30 | $7,360 |
| | **Average** | **$5,090** | | | | | **$5,167** | | | | **$6,717** |
| | **% +/-** | **4.4%** | | | | | **10.6%** | | | | **8.7%** |
| | **Median** | **$4,940** | | | | | **$5,080** | | | | **$6,723** |
| | **% +/-** | **7.2%** | | | | | **12.1%** | | | | **8.7%** |
| | **75th Percentile** | **$5,452** | | | | | **$5,583** | | | | **$7,060** |
| | **% +/-** | **-2.4%** | | | | | **3.4%** | | | | **4.1%** |
| | | | | | | Median Gain/Loss | 4.9% | | | | -3.4% |

**Monterey Park**
**Janitor**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Custodian | $4,625 | | | | | $4,625 | $1,253 | inc | inc | $5,878 |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | Custodian | $4,292 | | | | -$43 | $4,249 | $1,600 | $135 | inc | $5,984 |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Custodian | $4,017 | $201 | | | | $4,217 | $1,090 | inc | inc | $5,307 |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | Custodian | $3,984 | $199 | | $100 | -$56 | $4,228 | $1,400 | inc | inc | $5,628 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Janitor | $3,395 | $350 | | $108 | | $3,853 | $1,450 | $100 | $30 | $5,433 |
| | **Average** | **$4,230** | | | | | **$4,330** | | | | **$5,699** |
| | **% +/-** | **-24.6%** | | | | | **-12.4%** | | | | **-4.9%** |
| | **Median** | **$4,154** | | | | | **$4,239** | | | | **$5,753** |
| | **% +/-** | **-22.4%** | | | | | **-10.0%** | | | | **-5.9%** |
| | **75th Percentile** | **$4,375** | | | | | **$4,343** | | | | **$5,905** |
| | **% +/-** | **-28.9%** | | | | | **-12.7%** | | | | **-8.7%** |
| | | | | | | Median Gain/Loss | 12.4% | | | | 4.1% |

**Monterey Park**
**Librarian**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Librarian II | $7,272 | | | | | $7,272 | $1,253 | inc | inc | $8,525 |
| Arcadia | Librarian II | $7,700 | $182 | | | | $7,882 | $1,072 | | | $8,954 |
| Covina | Librarian II | $7,567 | $250 | | | | $7,817 | $1,461 | inc | inc | $9,278 |
| Downey | Librarian | $6,609 | $555 | | | | $7,164 | $1,962 | $53 | | $9,179 |
| El Segundo | Librarian II | $8,729 | | | | -$87 | $8,642 | $1,650 | $144 | $29 | $10,465 |
| Glendora | Librarian II | $5,860 | $167 | | | | $6,026 | $1,200 | inc | | $7,226 |
| Monrovia | Librarian | $7,391 | | | $50 | -$144 | $7,297 | $1,525 | inc | inc | $8,822 |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Librarian II | $6,897 | $458 | | | -$276 | $7,079 | $2,108 | inc | $24 | $9,212 |
| Monterey Park | Librarian | $6,866 | $350 | | $108 | | $7,324 | $1,450 | $100 | $30 | $8,904 |
| | **Average** | **$7,253** | | | | | **$7,398** | | | | **$8,958** |
| | **% +/-** | **-5.6%** | | | | | **-1.0%** | | | | **-0.6%** |
| | **Median** | **$7,331** | | | | | **$7,285** | | | | **$9,067** |
| | **% +/-** | **-6.8%** | | | | | **0.5%** | | | | **-1.8%** |
| | **75th Percentile** | **$7,600** | | | | | **$7,834** | | | | **$9,229** |
| | **% +/-** | **-10.7%** | | | | | **-7.0%** | | | | **-3.6%** |
| | | | | | | Median Gain/Loss | 7.3% | | | | -2.4% |

**Monterey Park**
**Library Assistant**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Page | $3,288 | | | | | $3,288 | $1,253 | inc | inc | $4,541 |
| Arcadia | Library Assistant | $4,477 | $182 | | | | $4,659 | $1,072 | | | $5,731 |
| Covina | Library Assistant | $4,857 | $250 | | | | $5,107 | $1,461 | inc | inc | $6,568 |
| Downey | Library Assistant | $4,144 | $348 | | | | $4,492 | $1,962 | $53 | | $6,507 |
| El Segundo | Library Clerk II | $4,292 | | | | -$43 | $4,249 | $1,600 | $135 | inc | $5,984 |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Library Assistant II | $4,745 | $458 | | | -$190 | $5,014 | $2,108 | inc | $24 | $7,146 |
| Monterey Park | Library Assistant | $4,623 | $350 | | $108 | | $5,081 | $1,450 | $100 | $30 | $6,661 |
| | **Average** | **$4,301** | | | | | **$4,468** | | | | **$6,080** |
| | **% +/-** | **7.0%** | | | | | **12.1%** | | | | **8.7%** |
| | **Median** | **$4,385** | | | | | **$4,576** | | | | **$6,245** |
| | **% +/-** | **5.2%** | | | | | **10.0%** | | | | **6.2%** |
| | **75th Percentile** | **$4,678** | | | | | **$4,925** | | | | **$6,553** |
| | **% +/-** | **-1.2%** | | | | | **3.1%** | | | | **1.6%** |
| | | | | | | Median Gain/Loss | 4.8% | | | | -3.7% |

**Monterey Park**
**Library Technician**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Library Assistant | $5,387 | | | | | $5,387 | $1,253 | inc | inc | $6,641 |
| Arcadia | Library Technician II | $5,188 | $182 | | | | $5,370 | $1,072 | | | $6,442 |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | Library Assistant | $5,360 | | | | -$54 | $5,307 | $1,600 | $135 | inc | $7,042 |
| Glendora | Library Technician | $4,094 | $167 | | | | $4,261 | $1,200 | inc | | $5,461 |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Library Assistant III | $5,088 | $458 | | | -$204 | $5,343 | $2,108 | inc | $24 | $7,476 |
| Monterey Park | Library Technician | $5,277 | $350 | | $108 | | $5,735 | $1,450 | $100 | $30 | $7,315 |
| | **Average** | **$5,024** | | | | | **$5,134** | | | | **$6,612** |
| | **% +/-** | **4.8%** | | | | | **10.5%** | | | | **9.6%** |
| | **Median** | **$5,188** | | | | | **$5,343** | | | | **$6,641** |
| | **% +/-** | **1.7%** | | | | | **6.8%** | | | | **9.2%** |
| | **75th Percentile** | **$5,360** | | | | | **$5,370** | | | | **$7,042** |
| | **% +/-** | **-1.6%** | | | | | **6.4%** | | | | **3.7%** |
| | | | | | | Median Gain/Loss | 5.2% | | | | 2.4% |

**Monterey Park**
**Maintenance Worker**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Street Maintenance Worker | $5,325 | | | | | $5,325 | $1,253 | inc | inc | $6,578 |
| Arcadia | Maintenance Worker | $5,383 | $182 | | | | $5,565 | $1,107 | | | $6,672 |
| Covina | Maintenance Worker II | $5,394 | $250 | | | | $5,644 | $1,461 | inc | inc | $7,105 |
| Downey | Maintenance Worker II | $4,385 | $368 | | | | $4,754 | $2,024 | $59 | | $6,836 |
| El Segundo | Street Maintenance Worker II | $5,230 | | | | -$52 | $5,177 | $1,600 | $135 | inc | $6,912 |
| Glendora | Maintenance Worker | $4,586 | $167 | | | | $4,752 | $1,200 | inc | | $5,952 |
| Monrovia | Maintenance Worker (Facility, Park, Street, & U | $5,375 | | | $50 | -$105 | $5,321 | $1,525 | inc | inc | $6,846 |
| Montebello | Maintenance Worker | $4,325 | $216 | | | | $4,542 | $1,090 | inc | inc | $5,632 |
| San Gabriel | Maintenance Worker II | $5,110 | | | $50 | | $5,160 | $1,568 | inc | inc | $6,728 |
| Upland | Maintenance Worker | $4,621 | $231 | | $100 | -$65 | $4,887 | $1,400 | inc | inc | $6,287 |
| West Covina | Maintenance Worker II | $4,316 | | | $50 | -$86 | $4,280 | $1,250 | $62 | | $5,592 |
| Whittier | Street Maintenance Worker II | $4,745 | $458 | | | -$190 | $5,014 | $2,108 | inc | $24 | $7,146 |
| Monterey Park | Maintenance Worker | $4,810 | $350 | | $108 | | $5,268 | $1,450 | $100 | $30 | $6,848 |
| | **Average** | **$4,900** | | | | | **$5,035** | | | | **$6,524** |
| | **% +/-** | **-1.9%** | | | | | **4.4%** | | | | **4.7%** |
| | **Median** | **$4,928** | | | | | **$5,087** | | | | **$6,700** |
| | **% +/-** | **-2.4%** | | | | | **3.4%** | | | | **2.2%** |
| | **75th Percentile** | **$5,338** | | | | | **$5,322** | | | | **$6,862** |
| | **% +/-** | **-11.0%** | | | | | **-1.0%** | | | | **-0.2%** |
| | | | | | | Median Gain/Loss | 5.9% | | | | -1.3% |

**Monterey Park**
**Management Analyst**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Management Analyst | $8,293 | | | | | $8,293 | $1,253 | inc | inc | $9,546 |
| Arcadia | Management Analyst | $8,740 | $500 | | $44 | | $9,284 | $1,402 | | | $10,686 |
| Covina | Management Analyst | $7,251 | $250 | | | | $7,501 | $1,461 | inc | inc | $8,962 |
| Downey | Management Analyst | $7,625 | | | | | $7,625 | $1,962 | $53 | | $9,639 |
| El Segundo | Management Analyst | $8,611 | | | | -$86 | $8,525 | $1,650 | $144 | $29 | $10,348 |
| Glendora | Management Analyst | $6,808 | $167 | | | | $6,975 | $1,300 | inc | | $8,275 |
| Monrovia | Management Analyst | $8,164 | | | $50 | -$159 | $8,055 | $1,525 | inc | inc | $9,580 |
| Montebello | Management Analyst | $6,746 | $337 | | | | $7,084 | $1,090 | inc | inc | $8,174 |
| San Gabriel | Management Analyst | $7,758 | | | $50 | | $7,808 | $1,568 | inc | inc | $9,376 |
| Upland | Management Analyst | $6,859 | $309 | | $480 | -$96 | $7,552 | $1,400 | inc | inc | $8,952 |
| West Covina | Management Analyst II | $7,886 | | | $150 | -$158 | $7,878 | $1,250 | $62 | | $9,191 |
| Whittier | Management Analyst II | $8,384 | | | $377 | -$335 | $8,426 | $2,107 | inc | $24 | $10,557 |
| Monterey Park | Management Analyst | $6,627 | $350 | | $108 | | $7,085 | $1,450 | $100 | $30 | $8,665 |
| | **Average** | **$7,760** | | | | | **$7,917** | | | | **$9,440** |
| | **% +/-** | **-17.1%** | | | | | **-11.7%** | | | | **-8.9%** |
| | **Median** | **$7,822** | | | | | **$7,843** | | | | **$9,461** |
| | **% +/-** | **-18.0%** | | | | | **-10.7%** | | | | **-9.2%** |
| | **75th Percentile** | **$8,316** | | | | | **$8,326** | | | | **$9,816** |
| | **% +/-** | **-25.5%** | | | | | **-17.5%** | | | | **-13.3%** |
| | | | | | | Median Gain/Loss | 7.3% | | | | 1.5% |

**Monterey Park**
**Park Maintenance Worker**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Parks Worker II | $5,325 | | | | | $5,325 | $1,253 | inc | inc | $6,578 |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | Park Worker | $4,908 | $250 | | | | $5,158 | $1,461 | inc | inc | $6,619 |
| Downey | Maintenance Worker II | $4,385 | $368 | | | | $4,754 | $2,024 | $59 | | $6,836 |
| El Segundo | Park Maintenance Worker II | $5,230 | | | | -$52 | $5,177 | $1,600 | $135 | inc | $6,912 |
| Glendora | Maintenance Worker | $4,586 | $167 | | | | $4,752 | $1,200 | inc | | $5,952 |
| Monrovia | Maintenance Worker (Facility, Park, Street, & U | $5,375 | | | $50 | -$105 | $5,321 | $1,525 | inc | inc | $6,846 |
| Montebello | Maintenance Worker | $4,325 | $216 | | | | $4,542 | $1,090 | inc | inc | $5,632 |
| San Gabriel | Maintenance Worker II | $5,110 | | | $50 | | $5,160 | $1,568 | inc | inc | $6,728 |
| Upland | Maintenance Worker | $4,621 | $231 | | $100 | -$65 | $4,887 | $1,400 | inc | inc | $6,287 |
| West Covina | Maintenance Worker II | $4,316 | | | $50 | -$86 | $4,280 | $1,250 | $62 | | $5,592 |
| Whittier | Park Maintenance Worker II | $4,675 | $458 | | | -$187 | $4,946 | $2,108 | inc | $24 | $7,079 |
| Monterey Park | Park Maintenance Worker | $4,810 | $350 | | $108 | | $5,268 | $1,450 | $100 | $30 | $6,848 |
| | **Average** | **$4,805** | | | | | **$4,937** | | | | **$6,460** |
| | **% +/-** | **0.1%** | | | | | **6.3%** | | | | **5.7%** |
| | **Median** | **$4,675** | | | | | **$4,946** | | | | **$6,619** |
| | **% +/-** | **2.8%** | | | | | **6.1%** | | | | **3.4%** |
| | **75th Percentile** | **$5,170** | | | | | **$5,169** | | | | **$6,841** |
| | **% +/-** | **-7.5%** | | | | | **1.9%** | | | | **0.1%** |
| | | | | | | Median Gain/Loss | 3.3% | | | | -2.8% |

**Monterey Park**
**Permit Technician II**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Planning Technician | $5,512 | | | | | $5,512 | $1,253 | inc | inc | $6,765 |
| Arcadia | Building Technician II | $6,015 | $182 | | | | $6,197 | $1,072 | | | $7,269 |
| Covina | Permit Technician | $6,195 | $250 | | | | $6,445 | $1,461 | inc | inc | $7,906 |
| Downey | Building Permit Technician | $4,531 | $381 | | | | $4,911 | $1,962 | $53 | | $6,926 |
| El Segundo | License/Permit Specialist II | $5,632 | | | | -$56 | $5,575 | $1,600 | $135 | inc | $7,310 |
| Glendora | Building Technician | $4,987 | $167 | | | | $5,153 | $1,200 | inc | | $6,353 |
| Monrovia | Development Services Technician | $5,938 | | | $50 | -$116 | $5,872 | $1,525 | inc | inc | $7,397 |
| Montebello | Permit Technician | $5,142 | $257 | | | | $5,399 | $1,090 | inc | inc | $6,489 |
| San Gabriel | Counter Specialist | $5,419 | | | $50 | | $5,469 | $1,568 | inc | inc | $7,037 |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Permit Technician II | $5,622 | $458 | | | -$225 | $5,855 | $2,108 | inc | $24 | $7,988 |
| Monterey Park | Permit Technician II | $6,137 | $350 | | $108 | | $6,595 | $1,450 | $100 | $30 | $8,175 |
| | **Average** | **$5,499** | | | | | **$5,639** | | | | **$7,144** |
| | **% +/-** | **10.4%** | | | | | **14.5%** | | | | **12.6%** |
| | **Median** | **$5,567** | | | | | **$5,544** | | | | **$7,153** |
| | **% +/-** | **9.3%** | | | | | **15.9%** | | | | **12.5%** |
| | **75th Percentile** | **$5,861** | | | | | **$5,868** | | | | **$7,375** |
| | **% +/-** | **4.5%** | | | | | **11.0%** | | | | **9.8%** |
| | | | | | | Median Gain/Loss | 6.7% | | | | -3.4% |

**Monterey Park**
**Plan Checker**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | Plans Examiner | $8,714 | $182 | | | | $8,896 | $1,072 | | | $9,968 |
| Covina | Plan Checker | $6,186 | $250 | | | | $6,436 | $1,461 | inc | inc | $7,897 |
| Downey | Plan Checker/Inspector | $7,208 | $606 | | | | $7,813 | $1,962 | $53 | | $9,828 |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | Plans Examiner | $7,298 | $167 | | | | $7,465 | $1,200 | inc | | $8,665 |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | Plans Examiner | $7,387 | $369 | | $100 | -$103 | $7,753 | $1,400 | inc | inc | $9,153 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Plan Checker | $8,223 | $350 | | $108 | | $8,681 | $1,450 | $100 | $30 | $10,261 |
| | **Average** | **$7,359** | | | | | **$7,673** | | | | **$9,102** |
| | **% +/-** | **10.5%** | | | | | **11.6%** | | | | **11.3%** |
| | **Median** | **$7,298** | | | | | **$7,753** | | | | **$9,153** |
| | **% +/-** | **11.2%** | | | | | **10.7%** | | | | **10.8%** |
| | **75th Percentile** | **$7,387** | | | | | **$7,813** | | | | **$9,828** |
| | **% +/-** | **10.2%** | | | | | **10.0%** | | | | **4.2%** |
| | | | | | | Median Gain/Loss | -0.6% | | | | 0.1% |

**Monterey Park**
**Police Clerk**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Police Clerk | $4,819 | | | | | $4,819 | $1,253 | inc | inc | $6,072 |
| Arcadia | Police Records Technician II | $4,701 | $182 | | | | $4,883 | $1,049 | | | $5,932 |
| Covina | Police Records Clerk | $4,446 | $250 | | | | $4,696 | $1,461 | inc | inc | $6,157 |
| Downey | Police Records Specialist II | $4,244 | $357 | | | | $4,601 | $2,100 | $53 | | $6,753 |
| El Segundo | Police Assistant II | $5,067 | | | | -$51 | $5,016 | $1,650 | $135 | inc | $6,801 |
| Glendora | Police Records Specialist | $4,085 | $167 | | | | $4,252 | $1,200 | inc | | $5,452 |
| Monrovia | Police Services Representative | $5,115 | | | $50 | | $5,165 | $1,525 | inc | inc | $6,690 |
| Montebello | Police Records Technician | $4,220 | $211 | | | | $4,431 | $1,090 | inc | inc | $5,521 |
| San Gabriel | Police Records Specialist | $4,965 | | | $50 | | $5,015 | $1,568 | inc | inc | $6,583 |
| Upland | Police Services Technician | $4,508 | $225 | | $100 | -$63 | $4,770 | $1,400 | inc | inc | $6,170 |
| West Covina | Police Records Specialist I/II | $4,101 | | | | -$62 | $4,039 | $1,962 | $53 | | $6,055 |
| Whittier | Police Services Assistant II | $5,013 | $458 | | | -$201 | $5,271 | $2,108 | inc | $24 | $7,404 |
| Monterey Park | Police Clerk | $4,673 | $350 | | $108 | | $5,131 | $1,450 | $100 | $30 | $6,711 |
| | **Average** | **$4,607** | | | | | **$4,746** | | | | **$6,299** |
| | **% +/-** | **1.4%** | | | | | **7.5%** | | | | **6.1%** |
| | **Median** | **$4,604** | | | | | **$4,795** | | | | **$6,164** |
| | **% +/-** | **1.5%** | | | | | **6.6%** | | | | **8.2%** |
| | **75th Percentile** | **$4,977** | | | | | **$5,015** | | | | **$6,705** |
| | **% +/-** | **-6.5%** | | | | | **2.3%** | | | | **0.1%** |
| | | | | | | Median Gain/Loss | 5.1% | | | | 1.6% |

**Monterey Park**
**Police Records Management Technician**

| Survey Agency | Comparable Class | Range Max. | Cash Supplements: Long. | Other Cash | Def. Comp. | EE to ER/ER to EE Ret. | Base + Cash | Insurance Benefits: Health | Dental | Vision | Base + Cash + Ins. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Alhambra | Assistant Crime Analyst | $5,058 | | | | | $5,058 | $1,253 | inc | inc | $6,311 |
| Arcadia | Crime Analyst | $8,740 | $500 | | $44 | | $9,284 | $1,402 | | | $10,686 |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | Crime Prevention Analyst II | $8,352 | $318 | | | -$84 | $8,587 | $1,650 | $184 | inc | $10,421 |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Crime Analyst | $7,447 | $372 | | | | $7,819 | $1,090 | inc | inc | $8,909 |
| San Gabriel | Crime Prevention Officer | $6,937 | | | $50 | | $6,987 | $1,568 | inc | inc | $8,555 |
| Upland | Crime Analyst | $7,031 | $316 | | $492 | -$98 | $7,741 | $1,400 | inc | inc | $9,141 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Crime Analyst | $6,212 | $458 | | | -$248 | $6,422 | $2,108 | inc | $24 | $8,555 |
| Monterey Park | Police Records Management Technician | $6,137 | $350 | | $108 | | $6,595 | $1,450 | $100 | $30 | $8,175 |
| | **Average** | **$7,111** | | | | | **$7,414** | | | | **$8,940** |
| | **% +/-** | **-15.9%** | | | | | **-12.4%** | | | | **-9.3%** |
| | **Median** | **$7,031** | | | | | **$7,741** | | | | **$8,909** |
| | **% +/-** | **-14.6%** | | | | | **-17.4%** | | | | **-9.0%** |
| | **75th Percentile** | **$7,900** | | | | | **$8,203** | | | | **$9,781** |
| | **% +/-** | **-28.7%** | | | | | **-24.4%** | | | | **-19.6%** |
| | | | | | | Median Gain/Loss | -2.8% | | | | 8.4% |

**Monterey Park**
**Pool Maintenance Worker**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | Pool Maintenance Technician | $6,065 | | | | -$61 | $6,004 | $1,600 | $135 | inc | $7,739 |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | Maintenance Worker | $4,621 | $231 | | $100 | -$65 | $4,887 | $1,400 | inc | inc | $6,287 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Pool Maintenance Worker | $4,810 | $350 | | $108 | | $5,268 | $1,450 | $100 | $30 | $6,848 |
| | **Average** | **I.D.** | | | | | **I.D.** | | | | **I.D.** |
| | **% +/-** | | | | | | | | | | |
| | **Median** | **I.D.** | | | | | **I.D.** | | | | **I.D.** |
| | **% +/-** | | | | | | | | | | |
| | **75th Percentile** | **I.D.** | | | | | **I.D.** | | | | **I.D.** |
| | **% +/-** | | | | | | | | | | |

Median Gain/Loss

**Monterey Park**
**Public Works Inspector**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Public Works Inspector | $8,080 | | | | | $8,080 | $1,253 | inc | inc | $9,333 |
| Arcadia | Public Works Inspector | $7,330 | $182 | | | | $7,512 | $1,072 | | | $8,584 |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | Utilities Inspector | $6,259 | $526 | | | | $6,785 | $1,962 | $53 | | $8,800 |
| El Segundo | Public Works Inspector | $5,632 | | | | -$56 | $5,575 | $1,600 | $135 | inc | $7,310 |
| Glendora | Construction Inspector | $6,191 | $167 | | | | $6,358 | $1,200 | inc | | $7,558 |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | Public Works Inspector | $6,582 | $329 | | | | $6,911 | $1,090 | inc | inc | $8,001 |
| San Gabriel | Public Works Inspector | $7,544 | | | $50 | | $7,594 | $1,568 | inc | inc | $9,162 |
| Upland | Senior Public Works Inspector | $7,031 | $352 | | $100 | -$98 | $7,384 | $1,400 | inc | inc | $8,784 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Public Works Inspector I/II | $6,761 | $458 | | | -$270 | $6,949 | $2,108 | inc | $24 | $9,082 |
| Monterey Park | Public Works Inspector | $6,870 | $350 | | $108 | | $7,328 | $1,450 | $100 | $30 | $8,908 |
| | **Average** | **$6,823** | | | | | **$7,016** | | | | **$8,513** |
| | **% +/-** | **0.7%** | | | | | **4.3%** | | | | **4.4%** |
| | **Median** | **$6,761** | | | | | **$6,949** | | | | **$8,784** |
| | **% +/-** | **1.6%** | | | | | **5.2%** | | | | **1.4%** |
| | **75th Percentile** | **$7,330** | | | | | **$7,512** | | | | **$9,082** |
| | **% +/-** | **-6.7%** | | | | | **-2.5%** | | | | **-1.9%** |
| | | | | | | Median Gain/Loss | 3.6% | | | | -3.8% |

**Monterey Park**
**Senior Clerk Typist**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Clerical Assistant II | $4,837 | | | | | $4,837 | $1,253 | inc | inc | $6,090 |
| Arcadia | Office Assistant | $4,818 | $182 | | | | $5,000 | $1,072 | | | $6,072 |
| Covina | Office Assistant II | | | | | | | | | | |
| Downey | Administrative Clerk II | $4,145 | $348 | | | | $4,493 | $1,962 | $53 | | $6,508 |
| El Segundo | Office Specialist II | $4,978 | | | | -$50 | $4,928 | $1,600 | $135 | inc | $6,663 |
| Glendora | Office Assistant | $4,003 | $167 | | | | $4,170 | $1,200 | inc | | $5,370 |
| Monrovia | No Comparable Class | | | | | | | | | | |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | Office Assistant II | $3,656 | | | $50 | -$73 | $3,633 | $1,250 | $62 | | $4,945 |
| Whittier | Office Specialist II | $4,127 | $458 | | | -$165 | $4,420 | $2,108 | inc | $24 | $6,553 |
| Monterey Park | Senior Clerk Typist | $4,623 | $350 | | $108 | | $5,081 | $1,450 | $100 | $30 | $6,661 |
| | **Average** | **$4,366** | | | | | **$4,497** | | | | **$6,029** |
| | **% +/-** | **5.6%** | | | | | **11.5%** | | | | **9.5%** |
| | **Median** | **$4,145** | | | | | **$4,493** | | | | **$6,090** |
| | **% +/-** | **10.3%** | | | | | **11.6%** | | | | **8.6%** |
| | **75th Percentile** | **$4,828** | | | | | **$4,883** | | | | **$6,531** |
| | **% +/-** | **-4.4%** | | | | | **3.9%** | | | | **2.0%** |
| | | | | | | Median Gain/Loss | 1.2% | | | | -3.0% |

**Monterey Park**
**Senior Maintenance Worker**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | No Comparable Class | | | | | | | | | | |
| Covina | No Comparable Class | | | | | | | | | | |
| Downey | Maintenance Worker III | $4,824 | $405 | | | | $5,229 | $2,024 | $59 | | $7,312 |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | Senior Maintenance Worker | $5,044 | $167 | | | | $5,211 | $1,200 | inc | | $6,411 |
| Monrovia | Senior Maintenance Worker (Facility, Park, Stre | $6,241 | | | $50 | -$121 | $6,170 | $1,525 | inc | inc | $7,695 |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | Maintenance Worker III | $4,530 | | | $50 | -$91 | $4,489 | $1,250 | $62 | | $5,802 |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Senior Maintenance Worker | $5,236 | $350 | | $108 | | $5,694 | $1,450 | $100 | $30 | $7,274 |
| | **Average** | **$5,160** | | | | | **$5,275** | | | | **$6,805** |
| | **% +/-** | **1.5%** | | | | | **7.4%** | | | | **6.5%** |
| | **Median** | **$4,934** | | | | | **$5,220** | | | | **$6,861** |
| | **% +/-** | **5.8%** | | | | | **8.3%** | | | | **5.7%** |
| | **75th Percentile** | **$5,343** | | | | | **$5,464** | | | | **$7,408** |
| | **% +/-** | **-2.0%** | | | | | **4.0%** | | | | **-1.8%** |
| | | | | | | Median Gain/Loss | 2.6% | | | | -2.7% |

**Monterey Park**
**Senior Management Analyst**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | No Comparable Class | | | | | | | | | | |
| Arcadia | Senior Management Analyst | $9,646 | $500 | | $48 | | $10,194 | $1,402 | | | $11,596 |
| Covina | Senior Management Analyst | $8,675 | $250 | | | | $8,925 | $1,461 | inc | inc | $10,386 |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | Senior Management Analyst | $9,356 | | | | -$94 | $9,262 | $1,650 | $144 | $29 | $11,085 |
| Glendora | No Comparable Class | | | | | | | | | | |
| Monrovia | Senior Management Analyst | $10,264 | | | $50 | -$200 | $10,114 | $1,525 | inc | inc | $11,639 |
| Montebello | Senior Management Analyst | $8,220 | $411 | | | | $8,631 | $1,090 | inc | inc | $9,721 |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | No Comparable Class | | | | | | | | | | |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | No Comparable Class | | | | | | | | | | |
| Monterey Park | Senior Management Analyst | $7,795 | $350 | | $108 | | $8,253 | $1,450 | $100 | $30 | $9,833 |
| | **Average** | **$9,232** | | | | | **$9,425** | | | | **$10,885** |
| | **% +/-** | **-18.4%** | | | | | **-14.2%** | | | | **-10.7%** |
| | **Median** | **$9,356** | | | | | **$9,262** | | | | **$11,085** |
| | **% +/-** | **-20.0%** | | | | | **-12.2%** | | | | **-12.7%** |
| | **75th Percentile** | **$9,646** | | | | | **$10,114** | | | | **$11,596** |
| | **% +/-** | **-23.7%** | | | | | **-22.5%** | | | | **-17.9%** |
| | | | | | | Median Gain/Loss | 7.8% | | | | -0.5% |

**Monterey Park**
**Water Production System Operator**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Water Production Operator II | $6,479 | | | | | $6,479 | $1,253 | inc | inc | $7,732 |
| Arcadia | Water Production Technician II | $6,396 | $182 | | | | $6,578 | $1,107 | | | $7,685 |
| Covina | Water System Operator II | $7,015 | $250 | | | | $7,265 | $1,461 | inc | inc | $8,726 |
| Downey | No Comparable Class | | | | | | | | | | |
| El Segundo | No Comparable Class | | | | | | | | | | |
| Glendora | Water Production Operator II | $6,382 | $167 | | | | $6,548 | $1,200 | inc | | $7,748 |
| Monrovia | Water Production Operator | $6,559 | | | $50 | -$128 | $6,481 | $1,525 | inc | inc | $8,006 |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | Senior Water Treatment Operator | $6,692 | $335 | | $100 | -$94 | $7,033 | $1,400 | inc | inc | $8,433 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Water Treatment Plant Operator II | $6,337 | $458 | | | -$253 | $6,542 | $2,108 | inc | $24 | $8,675 |
| Monterey Park | Water Production System Operator | $6,087 | $350 | | $108 | | $6,545 | $1,450 | $100 | $30 | $8,125 |
| | **Average** | **$6,551** | | | | | **$6,704** | | | | **$8,144** |
| | **% +/-** | **-7.6%** | | | | | **-2.4%** | | | | **-0.2%** |
| | **Median** | **$6,479** | | | | | **$6,548** | | | | **$8,006** |
| | **% +/-** | **-6.4%** | | | | | **0.0%** | | | | **1.5%** |
| | **75th Percentile** | **$6,626** | | | | | **$6,806** | | | | **$8,554** |
| | **% +/-** | **-8.8%** | | | | | **-4.0%** | | | | **-5.3%** |
| | | | | | | Median Gain/Loss | 6.4% | | | | 1.5% |

**Monterey Park**
**Water Utility Maintenance Worker**

| | | | Cash Supplements | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Water Utility Worker II | $5,857 | | | | | $5,857 | $1,253 | inc | inc | $7,110 |
| Arcadia | Maintenance Worker | $5,383 | $182 | | | | $5,565 | $1,107 | | | $6,672 |
| Covina | Water Distribution Operator II | $5,602 | $250 | | | | $5,852 | $1,461 | inc | inc | $7,313 |
| Downey | Water System Operator III | $5,163 | $434 | | | | $5,596 | $2,024 | $59 | | $7,679 |
| El Segundo | Water Maintenance Worker II | $5,744 | | | | -$57 | $5,687 | $1,600 | $135 | inc | $7,422 |
| Glendora | Water Utility Worker II | $5,802 | $167 | | | | $5,969 | $1,200 | inc | | $7,169 |
| Monrovia | Maintenance Worker (Facility, Park, Street, & U | $5,375 | | | $50 | -$105 | $5,321 | $1,525 | inc | inc | $6,846 |
| Montebello | No Comparable Class | | | | | | | | | | |
| San Gabriel | No Comparable Class | | | | | | | | | | |
| Upland | Utility Systems Worker - Water | $5,359 | $268 | | $100 | -$75 | $5,652 | $1,400 | inc | inc | $7,052 |
| West Covina | No Comparable Class | | | | | | | | | | |
| Whittier | Water Utility Worker II | $5,566 | $458 | | | -$223 | $5,802 | $2,108 | inc | $24 | $7,935 |
| Monterey Park | Water Utility Maintenance Worker | $5,138 | $350 | | $108 | | $5,596 | $1,450 | $100 | $30 | $7,176 |
| | **Average** | **$5,539** | | | | | **$5,700** | | | | **$7,244** |
| | **% +/-** | **-7.8%** | | | | | **-1.9%** | | | | **-0.9%** |
| | **Median** | **$5,566** | | | | | **$5,687** | | | | **$7,169** |
| | **% +/-** | **-8.3%** | | | | | **-1.6%** | | | | **0.1%** |
| | **75th Percentile** | **$5,744** | | | | | **$5,852** | | | | **$7,422** |
| | **% +/-** | **-11.8%** | | | | | **-4.6%** | | | | **-3.4%** |
| | | | | | | Median Gain/Loss | 6.7% | | | | 1.7% |

**Monterey Park**
**Division Chief**

| | | | Cash Supplements | | | | | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Uniform** | **Educ. Inc.** | **EMT Pay** | **Holiday Pay** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Fire Battalion Chief | $12,931 | $300 | | $1,293 | | $746 | | | | $15,270 | $1,253 | inc | inc | $16,524 |
| Arcadia | Fire Battalion Chief | $16,519 | $500 | $55 | | | $817 | | $83 | -$330 | $17,643 | $1,446 | | | $19,088 |
| Covina | No Comparable Class | | | | | | | | | | | | | | |
| Downey | Fire Battalion Chief | $14,610 | $1,228 | $94 | $1,242 | $731 | $662 | | | | $18,566 | $1,962 | $53 | | $20,581 |
| El Segundo | Battalion Chief | $15,649 | | | $500 | | $1,174 | $585 | | -$469 | $17,439 | $1,650 | $144 | $29 | $19,261 |
| Glendora | No Comparable Class | | | | | | | | | | | | | | |
| Monrovia | Fire Division Chief | $14,539 | | | $735 | $400 | | | $100 | -$554 | $15,221 | $1,525 | inc | inc | $16,746 |
| Montebello | Fire Battalion Chief | $13,806 | $1,795 | $63 | $600 | | $740 | | | -$414 | $16,588 | $1,090 | inc | inc | $17,678 |
| San Gabriel | Fire Division Chief (Shift) | $12,124 | $83 | $65 | $600 | | $650 | | | | $13,522 | $1,568 | inc | inc | $15,090 |
| Upland | No Comparable Class | | | | | | | | | | | | | | |
| West Covina | Assistant Fire Chief | $13,392 | $937 | $83 | $435 | | $662 | $636 | $150 | -$402 | $15,894 | $1,962 | $62 | $40 | $17,958 |
| Whittier | No Comparable Class | | | | | | | | | | | | | | |
| Monterey Park | Division Chief | $13,118 | $350 | $67 | $275 | $200 | $649 | $120 | $394 | -$394 | $14,779 | $1,995 | $95 | $20 | $16,889 |
| | **Average** | **$14,196** | | | | | | | | | **$16,268** | | | | **$17,866** |
| | **% +/-** | **-8.2%** | | | | | | | | | **-10.1%** | | | | **-5.8%** |
| | **Median** | **$14,172** | | | | | | | | | **$16,241** | | | | **$17,818** |
| | **% +/-** | **-8.0%** | | | | | | | | | **-9.9%** | | | | **-5.5%** |
| | **75th Percentile** | **$14,870** | | | | | | | | | **$17,490** | | | | **$19,131** |
| | **% +/-** | **-13.4%** | | | | | | | | | **-18.3%** | | | | **-13.3%** |
| | | | | | | | | | | Median Gain/Loss | -1.9% | | | | 4.4% |

**Monterey Park**
**Fire Captain**

| | | | Cash Supplements | | | | | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Uniform** | **Educ. Inc.** | **EMT Pay** | **Holiday Pay** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Fire Captain | $10,990 | $300 | | $550 | | $634 | | | | $12,474 | $1,253 | inc | inc | $13,727 |
| Arcadia | Fire Captain | $11,839 | $500 | $55 | $592 | | $585 | | $217 | -$237 | $13,551 | $1,460 | | | $15,011 |
| Covina | No Comparable Class | | | | | | | | | | | | | | |
| Downey | Fire Captain (56 Hour) | $10,471 | $1,361 | $64 | $890 | $524 | $475 | | | | $13,785 | $1,962 | $53 | | $15,800 |
| El Segundo | Fire Captain | $11,053 | $900 | | $500 | | $765 | | | -$332 | $12,887 | $1,650 | $135 | inc | $14,672 |
| Glendora | No Comparable Class | | | | | | | | | | | | | | |
| Monrovia | Fire Captain | $12,155 | | $79 | $385 | $400 | $721 | | $50 | | $13,791 | $1,525 | inc | inc | $15,316 |
| Montebello | Fire Captain | $16,010 | $2,081 | $63 | | | $858 | | | -$480 | $18,531 | $1,090 | inc | inc | $19,621 |
| San Gabriel | Fire Captain | $10,785 | $83 | $65 | $647 | | $578 | | | | $12,158 | $1,568 | $47 | $18 | $13,791 |
| Upland | No Comparable Class | | | | | | | | | | | | | | |
| West Covina | Fire Captain | $10,160 | $816 | $83 | $485 | | $502 | | $50 | -$610 | $11,487 | $1,962 | $62 | $45 | $13,557 |
| Whittier | No Comparable Class | | | | | | | | | | | | | | |
| Monterey Park | Fire Captain | $10,661 | $959 | $67 | $533 | | $527 | $120 | $320 | -$320 | $12,868 | $1,445 | $95 | $20 | $14,428 |
| | **Average** | **$11,683** | | | | | | | | | **$13,583** | | | | **$15,187** |
| | **% +/-** | **-9.6%** | | | | | | | | | **-5.6%** | | | | **-5.3%** |
| | **Median** | **$11,022** | | | | | | | | | **$13,219** | | | | **$14,841** |
| | **% +/-** | **-3.4%** | | | | | | | | | **-2.7%** | | | | **-2.9%** |
| | **75th Percentile** | **$11,918** | | | | | | | | | **$13,787** | | | | **$15,437** |
| | **% +/-** | **-11.8%** | | | | | | | | | **-7.1%** | | | | **-7.0%** |
| | | | | | | | | | | Median Gain/Loss | 0.7% | | | | -0.1% |

**Monterey Park**
**Fire Engineer**

| | | | Cash Supplements | | | | | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Uniform** | **Educ. Inc.** | **EMT Pay** | **Holiday Pay** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Fire Engineer | $9,533 | $300 | | $550 | | $550 | | | | $10,933 | $1,253 | inc | inc | $12,186 |
| Arcadia | Fire Engineer | $10,206 | $500 | $55 | $510 | | $505 | | $217 | -$204 | $11,788 | $1,460 | | | $13,248 |
| Covina | No Comparable Class | | | | | | | | | | | | | | |
| Downey | Fire Engineer | $8,918 | $1,159 | $64 | $758 | $446 | $404 | | | | $11,750 | $1,962 | $53 | | $13,765 |
| El Segundo | Fire Engineer | $9,562 | $900 | | $500 | | $662 | | | -$287 | $11,337 | $1,650 | $135 | inc | $13,122 |
| Glendora | No Comparable Class | | | | | | | | | | | | | | |
| Monrovia | Fire Engineer | $10,470 | | $79 | $385 | $400 | $621 | | $50 | | $12,006 | $1,525 | inc | inc | $13,531 |
| Montebello | Fire Engineer | $9,073 | $1,179 | $63 | | | $486 | | | -$272 | $10,529 | $1,090 | inc | inc | $11,619 |
| San Gabriel | Fire Engineer | $9,123 | $83 | $65 | $547 | | $489 | | | | $10,307 | $1,568 | $47 | $18 | $11,940 |
| Upland | No Comparable Class | | | | | | | | | | | | | | |
| West Covina | Fire Engineer | $8,689 | $698 | $83 | $440 | | $430 | | $50 | -$521 | $9,869 | $1,962 | $62 | $45 | $11,938 |
| Whittier | No Comparable Class | | | | | | | | | | | | | | |
| Monterey Park | Fire Engineer | $9,151 | $824 | $67 | $458 | | $453 | $120 | $275 | -$275 | $11,072 | $1,445 | $95 | $20 | $12,632 |
| | **Average** | **$9,447** | | | | | | | | | **$11,065** | | | | **$12,669** |
| | **% +/-** | **-3.2%** | | | | | | | | | **0.1%** | | | | **-0.3%** |
| | **Median** | **$9,328** | | | | | | | | | **$11,135** | | | | **$12,654** |
| | **% +/-** | **-1.9%** | | | | | | | | | **-0.6%** | | | | **-0.2%** |
| | **75th Percentile** | **$9,723** | | | | | | | | | **$11,760** | | | | **$13,319** |
| | **% +/-** | **-6.3%** | | | | | | | | | **-6.2%** | | | | **-5.4%** |
| | | | | | | | | | | Median Gain/Loss | 1.4% | | | | 0.4% |

**Monterey Park**
**Firefighter**

| | | | Cash Supplements | | | | | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Uniform** | **Educ. Inc.** | **EMT Pay** | **Holiday Pay** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Fire Fighter | $8,057 | $300 | | $550 | | $465 | | | | $9,372 | $1,253 | inc | inc | $10,625 |
| Arcadia | Firefighter | $8,584 | $500 | $55 | $429 | | $424 | | $217 | -$172 | $10,037 | $1,460 | | | $11,497 |
| Covina | No Comparable Class | | | | | | | | | | | | | | |
| Downey | Firefighter | $7,595 | $987 | $64 | $646 | $380 | $344 | | | | $10,017 | $1,962 | $53 | | $12,032 |
| El Segundo | Firefighter | $8,277 | $900 | | $500 | | $573 | | | -$248 | $10,001 | $1,650 | $135 | inc | $11,786 |
| Glendora | No Comparable Class | | | | | | | | | | | | | | |
| Monrovia | Firefighter | $9,018 | | $79 | $385 | $400 | $535 | | $50 | | $10,468 | $1,525 | inc | inc | $11,993 |
| Montebello | Firefighter | $8,019 | $1,042 | $63 | | | $430 | | | -$241 | $9,313 | $1,090 | inc | inc | $10,403 |
| San Gabriel | Firefighter-EMT | $7,910 | $83 | $65 | $475 | | $424 | | | | $8,957 | $1,568 | $47 | $18 | $10,590 |
| Upland | No Comparable Class | | | | | | | | | | | | | | |
| West Covina | Firefighter | $7,455 | $599 | $83 | $420 | | $369 | | $50 | -$447 | $8,529 | $1,962 | $62 | $45 | $10,598 |
| Whittier | No Comparable Class | | | | | | | | | | | | | | |
| Monterey Park | Firefighter | $7,907 | $712 | $67 | $395 | | $391 | $120 | $237 | -$237 | $9,592 | $1,445 | $95 | $20 | $11,152 |
| | **Average** | **$8,114** | | | | | | | | | **$9,587** | | | | **$11,191** |
| | **% +/-** | **-2.6%** | | | | | | | | | **0.1%** | | | | **-0.3%** |
| | **Median** | **$8,038** | | | | | | | | | **$9,687** | | | | **$11,061** |
| | **% +/-** | **-1.7%** | | | | | | | | | **-1.0%** | | | | **0.8%** |
| | **75th Percentile** | **$8,353** | | | | | | | | | **$10,022** | | | | **$11,838** |
| | **% +/-** | **-5.6%** | | | | | | | | | **-4.5%** | | | | **-6.1%** |
| | | | | | | | | | | Median Gain/Loss | 0.7% | | | | 1.8% |

**Monterey Park**
**Police Captain**

| Survey Agency | Comparable Class | Range Max. | Cash Supplements: Long. | Uniform | Educ. Inc. | POST Pay | Holiday Pay | Other Cash | Def. Comp. | EE to ER/ER to EE Ret. | Base + Cash | Insurance Benefits: Health | Dental | Vision | Base + Cash + Ins. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Alhambra | Assistant Police Chief | $14,818 | $300 | $69 | $1,482 | | | | | | $16,669 | $1,253 | inc | inc | $17,922 |
| Arcadia | Police Captain | $17,790 | $500 | $63 | | | | | $89 | -$356 | $18,086 | $1,446 | | | $19,531 |
| Covina | Police Captain | $17,015 | $510 | $125 | $766 | | $1,276 | | | | $19,692 | $1,461 | inc | inc | $21,153 |
| Downey | Police Captain | $16,084 | $483 | $59 | | $1,933 | $851 | | | | $19,410 | $1,962 | $53 | | $21,425 |
| El Segundo | Police Captain | $18,265 | | $40 | | | $1,054 | | | -$548 | $18,811 | $1,650 | $144 | $29 | $20,634 |
| Glendora | Police Captain | $17,716 | $500 | $88 | $531 | $700 | $817 | | | | $20,353 | $1,700 | inc | | $22,053 |
| Monrovia | Police Captain | $16,880 | | | $35 | $1,250 | $779 | | $100 | -$643 | $18,401 | $1,525 | inc | inc | $19,926 |
| Montebello | Police Captain | $16,010 | $2,081 | $79 | | $1,000 | $1,108 | | | -$480 | $19,799 | $1,090 | inc | inc | $20,889 |
| San Gabriel | Police Captain | $15,669 | | $125 | | | | | $50 | | $15,844 | $1,568 | inc | inc | $17,412 |
| Upland | Police Captain | $15,055 | $1,129 | $83 | $753 | $753 | | | $1,054 | -$452 | $18,375 | $1,500 | inc | inc | $19,875 |
| West Covina | Police Captain | $18,669 | | | | | $808 | | | -$560 | $18,917 | $1,962 | $53 | $40 | $20,972 |
| Whittier | Police Captain | $15,874 | $458 | $100 | $635 | $2,222 | $641 | | | -$476 | $19,454 | $2,073 | inc | $24 | $21,551 |
| Monterey Park | Police Captain | $16,786 | $350 | $60 | | $550 | $1,049 | | | -$504 | $18,292 | $1,475 | $95 | $30 | $19,892 |
| | **Average** | **$16,654** | | | | | | | | | **$18,651** | | | | **$20,279** |
| | **% +/-** | **0.8%** | | | | | | | | | **-2.0%** | | | | **-1.9%** |
| | **Median** | **$16,482** | | | | | | | | | **$18,864** | | | | **$20,761** |
| | **% +/-** | **1.8%** | | | | | | | | | **-3.1%** | | | | **-4.4%** |
| | **75th Percentile** | **$17,735** | | | | | | | | | **$19,514** | | | | **$21,221** |
| | **% +/-** | **-5.7%** | | | | | | | | | **-6.7%** | | | | **-6.7%** |
| | | | | | | | | | | Median Gain/Loss | -4.9% | | | | -1.2% |

**Monterey Park**
**Police Lieutenant**

| | | | Cash Supplements | | | | | | | | | Insurance Benefits | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Survey Agency** | **Comparable Class** | **Range Max.** | **Long.** | **Uniform** | **Educ. Inc.** | **POST Pay** | **Holiday Pay** | **Other Cash** | **Def. Comp.** | **EE to ER/ER to EE Ret.** | **Base + Cash** | **Health** | **Dental** | **Vision** | **Base + Cash + Ins.** |
| Alhambra | Police Lieutenant/Police Commander | $12,942 | $300 | $69 | $1,294 | | | | | | $14,605 | $1,253 | inc | inc | $15,858 |
| Arcadia | Police Lieutenant | $15,723 | $500 | $63 | | | | | $79 | -$314 | $16,050 | $1,446 | | | $17,495 |
| Covina | Police Lieutenant | $15,100 | $453 | $125 | $680 | | | | | | $16,358 | $1,461 | inc | inc | $17,819 |
| Downey | Police Lieutenant | $12,793 | $1,459 | $59 | | $1,538 | $677 | | | | $16,525 | $1,962 | $53 | | $18,539 |
| El Segundo | Police Lieutenant | $15,628 | | $53 | | | $902 | | | -$469 | $16,114 | $1,650 | $144 | $29 | $17,937 |
| Glendora | Police Lieutenant | $15,303 | $500 | $88 | $459 | $700 | $706 | | | | $17,756 | $1,700 | inc | | $19,456 |
| Monrovia | Police Lieutenant | $14,539 | | | $35 | $1,250 | $671 | | $100 | -$554 | $16,042 | $1,525 | inc | inc | $17,567 |
| Montebello | Police Lieutenant | $13,806 | $1,795 | $79 | | $1,000 | $956 | | | -$414 | $17,221 | $1,090 | inc | inc | $18,311 |
| San Gabriel | Police Lieutenant | $13,130 | | $125 | | $1,182 | $657 | | | | $15,093 | $1,568 | inc | inc | $16,661 |
| Upland | Police Lieutenant | $12,765 | $957 | $83 | $638 | $638 | $736 | | $894 | -$383 | $16,328 | $1,500 | inc | inc | $17,828 |
| West Covina | Police Lieutenant | $17,428 | | | | | $754 | | | -$523 | $17,659 | $1,962 | $53 | $40 | $19,715 |
| Whittier | Police Lieutenant | $13,707 | $458 | $100 | $548 | $1,919 | $554 | | | -$411 | $16,875 | $2,073 | inc | $24 | $18,972 |
| Monterey Park | Police Lieutenant | $13,831 | $350 | $60 | | $550 | $864 | | | -$415 | $15,241 | $1,475 | $95 | $20 | $16,831 |
| | **Average** | **$14,405** | | | | | | | | | **$16,385** | | | | **$18,013** |
| | **% +/-** | **-4.2%** | | | | | | | | | **-7.5%** | | | | **-7.0%** |
| | **Median** | **$14,172** | | | | | | | | | **$16,343** | | | | **$17,882** |
| | **% +/-** | **-2.5%** | | | | | | | | | **-7.2%** | | | | **-6.2%** |
| | **75th Percentile** | **$15,385** | | | | | | | | | **$16,961** | | | | **$18,648** |
| | **% +/-** | **-11.2%** | | | | | | | | | **-11.3%** | | | | **-10.8%** |
| | | | | | | | | | | Median Gain/Loss | -4.8% | | | | 1.0% |

**Monterey Park**
**Police Sergeant**

| Survey Agency | Comparable Class | Range Max. | Cash Supplements: Long. | Uniform | Educ. Inc. | POST Pay | Holiday Pay | Other Cash | Def. Comp. | EE to ER/ER to EE Ret. | Base + Cash | Insurance Benefits: Health | Dental | Vision | Base + Cash + Ins. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Alhambra | Police Sergeant | $10,985 | $200 | $69 | $550 | | $423 | | | | $12,227 | $1,553 | inc | inc | $13,780 |
| Arcadia | Police Sergeant | $11,931 | $500 | $83 | | $1,312 | $459 | | $100 | -$239 | $14,147 | $1,700 | | | $15,847 |
| Covina | Police Sergeant | $11,871 | $356 | $125 | | $712 | $890 | | | | $13,955 | $1,461 | inc | inc | $15,416 |
| Downey | Police Sergeant | $10,886 | $1,415 | $59 | | $1,143 | $576 | | | | $14,079 | $1,962 | $53 | | $16,093 |
| El Segundo | Police Sergeant | $11,964 | $680 | | $1,120 | | $690 | | | -$359 | $14,095 | $1,650 | $135 | inc | $15,880 |
| Glendora | Police Sergeant | $12,588 | $500 | $88 | $378 | $600 | $581 | | | | $14,734 | $1,700 | inc | | $16,434 |
| Monrovia | Police Sergeant | $12,155 | | | $35 | $1,000 | $468 | | $50 | | $13,708 | $1,525 | inc | inc | $15,233 |
| Montebello | Police Sergeant | $11,055 | $1,437 | $79 | | $750 | $765 | | | -$332 | $13,754 | $1,090 | inc | inc | $14,844 |
| San Gabriel | Police Sergeant | $10,471 | | $125 | | $942 | $524 | | | | $12,062 | $1,568 | inc | inc | $13,630 |
| Upland | Police Sergeant | $10,574 | $793 | $83 | $529 | $529 | $609 | | $740 | -$317 | $13,541 | $1,500 | inc | inc | $15,041 |
| West Covina | Police Sergeant | $11,186 | $783 | $83 | $447 | $224 | $774 | | $50 | -$336 | $13,212 | $1,962 | $62 | $45 | $15,282 |
| Whittier | Police Sergeant | $11,254 | $458 | $100 | $450 | $1,350 | $454 | | | -$338 | $13,730 | $2,073 | inc | $24 | $15,827 |
| Monterey Park | Police Sergeant | $11,358 | $350 | $60 | | $550 | $710 | | | -$341 | $12,688 | $1,475 | $95 | $20 | $14,278 |
| | **Average** | **$11,410** | | | | | | | | | **$13,604** | | | | **$15,276** |
| | **% +/-** | **-0.5%** | | | | | | | | | **-7.2%** | | | | **-7.0%** |
| | **Median** | **$11,220** | | | | | | | | | **$13,742** | | | | **$15,349** |
| | **% +/-** | **1.2%** | | | | | | | | | **-8.3%** | | | | **-7.5%** |
| | **75th Percentile** | **$11,939** | | | | | | | | | **$14,083** | | | | **$15,855** |
| | **% +/-** | **-5.1%** | | | | | | | | | **-11.0%** | | | | **-11.1%** |
| | | | | | | | | | | Median Gain/Loss | -9.5% | | | | 0.8% |

**Monterey Park**
**Police Officer**

| Survey Agency | Comparable Class | Range Max. | Cash Supplements: Long. | Uniform | Educ. Inc. | POST Pay | Holiday Pay | Other Cash | Def. Comp. | EE to ER/ER to EE Ret. | Base + Cash | Insurance Benefits: Health | Dental | Vision | Base + Cash + Ins. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Alhambra | Police Officer | $8,909 | $200 | $69 | $550 | | $343 | | | | $10,070 | $1,553 | inc | inc | $11,623 |
| Arcadia | Police Officer | $9,092 | $500 | $83 | | $1,000 | $350 | | $100 | -$182 | $10,943 | $1,700 | | | $12,643 |
| Covina | Police Officer | $8,787 | $264 | $125 | | $835 | $659 | | | | $10,670 | $1,461 | inc | inc | $12,131 |
| Downey | Police Officer | $8,558 | $1,113 | $59 | | $899 | $453 | | | | $11,081 | $1,962 | $53 | | $13,096 |
| El Segundo | Police Officer | $9,550 | $575 | | $963 | | $551 | | | -$286 | $11,352 | $1,650 | $135 | inc | $13,137 |
| Glendora | Police Officer | $8,501 | $400 | $88 | $255 | $550 | $392 | | | | $10,185 | $1,700 | inc | | $11,885 |
| Monrovia | Police Officer | $9,018 | | | $35 | $900 | $347 | | $50 | | $10,351 | $1,525 | inc | inc | $11,876 |
| Montebello | Police Officer | $8,636 | $1,123 | $79 | | $500 | $598 | | | -$259 | $10,676 | $1,090 | inc | inc | $11,766 |
| San Gabriel | Police Officer | $8,200 | $410 | $125 | | $656 | $410 | | | | $9,801 | $1,568 | inc | inc | $11,369 |
| Upland | Police Officer | $7,714 | $386 | $83 | $386 | $579 | $445 | | $300 | -$231 | $9,660 | $1,400 | inc | inc | $11,060 |
| West Covina | Police Officer - Lateral | $8,969 | $628 | $83 | $359 | $179 | $621 | | $50 | -$269 | $10,620 | $1,962 | $62 | $45 | $12,690 |
| Whittier | Police Officer | $8,819 | $458 | $100 | $353 | $882 | $356 | | | -$265 | $10,704 | $2,073 | inc | $24 | $12,801 |
| Monterey Park | Police Officer | $8,521 | $450 | $60 | $426 | $596 | $533 | | $85 | -$256 | $10,416 | $1,250 | $95 | $20 | $11,781 |
| | **Average** | **$8,729** | | | | | | | | | **$10,509** | | | | **$12,173** |
| | **% +/-** | **-2.4%** | | | | | | | | | **-0.9%** | | | | **-3.3%** |
| | **Median** | **$8,803** | | | | | | | | | **$10,645** | | | | **$12,008** |
| | **% +/-** | **-3.3%** | | | | | | | | | **-2.2%** | | | | **-1.9%** |
| | **75th Percentile** | **$8,981** | | | | | | | | | **$10,764** | | | | **$12,718** |
| | **% +/-** | **-5.4%** | | | | | | | | | **-3.3%** | | | | **-7.9%** |
| | | | | | | | | | | Median Gain/Loss | 1.1% | | | | 0.3% |

# City Council Staff Report

**DATE:** April 5, 2023

**AGENDA ITEM NO:** Consent Calendar - 3E

**TO:** The Honorable Mayor and City Council

**FROM:** Scott Wiese, Chief of Police

**SUBJECT:** National Public Safety Telecommunicators Week Resolution

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution Declaring the week of April 09 through 15, 2023 to be National Public Safety Telecommunicators Week in the City of Monterey Park; and
2. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

The Monterey Park Police Department is celebrating the week of April 09-15, 2023, as National Public Safety Telecommunicators Week. This week, sponsored by the Association of Public-Safety Communications Officials (APCO) International and celebrated annually, honors the thousands of men and women who respond to emergency calls, dispatch emergency professionals and equipment, and render life-saving assistance to the citizens of the United States. We are enlisting your support in the form of a resolution to honor these men and women in our area for the work that they do every day to protect the residents of Monterey Park.

## BACKGROUND:

Historically, the Police Department recognizes and celebrates the hard work of these dedicated professionals. We are confident you will stand behind the commitment and devotion these men and women provide to ensure the safety and security of Monterey Park residents.

Respectfully submitted by:

Scott Wiese
Chief of Police

Prepared by:

Bill Cuevas
Captain

Approved by:

Ron Bow
City Manager

**ATTACHMENT:**

1. Resolution

# ATTACHMENT 1
## Resolution for National Telecommunication Appreciation Week

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING APRIL 09-15 2023, NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK IN MONTEREY PARK**

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

SECTION 1: The City Council finds as follows:

A. The Monterey Park Police Department is celebrating the week of April 09-15, 2023, as National Public Safety Telecommunicators Week. This week, sponsored by the Association of Public-Safety Communications Officials (APCO) International and celebrated annually, honors the thousands of men and women who respond to emergency calls, dispatch emergency professionals and equipment, and render life-saving assistance to the citizens of the United States. We are enlisting your support in the form of a resolution to honor these men and women in our area for the work that they do every day to protect the residents of Monterey Park.

B. Emergencies can occur at any time that requires police, fire, or emergency medical services. When an emergency occurs, the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property.

C. The safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Monterey Park police-fire communications center. Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services.

D. Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information, and ensuring their safety. Public Safety Telecommunicators of the Monterey Park Police Department have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients.

E. Whereas each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year.

F. The City of Monterey Park recognizes and celebrates the hard work of these dedicated professionals and declares April 09-15, 2023, as National Public Safety Telecommunications Week in Monterey Park. We stand behind the commitment and devotion these men and women provide to ensure the safety and security of Monterey Park residents.

SECTION 2: *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 3: *Recordation*. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park, and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 4: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this _____ day of _____, 2023.

_____
Jose Sanchez, Mayor
Monterey Park, California

Attest:

_____
Maychelle Yee, City Clerk
Monterey Park, California

# City Council Staff Report

**DATE:** April 5, 2023

**AGENDA ITEM NO:** Consent Calendar - 3F

**TO:** The Honorable Mayor and City Council

**FROM:** Diana Garcia, City Librarian

**SUBJECT:** California State Library Parks Pass Grant Fiscal Year 2022-2023

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Accepting grant funds from the California State Library in the amount of $32,596.00 for State Parks programming at the Library;
2. Authorizing an allocation of $32,596.00 in grant funding to the FY 22-23 budget; and
3. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

The Library was notified of a $32,596.00 award from the California State Library. The grant funds will be utilized to provide trips to California State Parks and other programming encouraging residents to explore the outdoors.

## BACKGROUND:

The California State Library, in partnership with the California State Parks system, launched the Parks Pass program in 2021 to provide circulating passes to all California public libraries. These passes allow free entry into State parks to anyone with a library card. Due to the popularity of this program, the California State Library has expanded funding to this program for libraries to institute new programs which encourage residents to explore the outdoors. The Bruggemeyer Library plans to provide free guided field trips to regional parks and beaches in partnership with the Recreation and Community Services Department.

## FISCAL IMPACT:

This is a single year grant which, in addition to providing funding for materials and contracted services, provides $20,974.00 in staffing costs which will help to offset the general fund. No matching funds are required for this grant. This item asks City Council to authorize the appropriation of $32,596.00 to the FY 22-23 budget.

Respectfully submitted by:

Diana Garcia
City Librarian

Reviewed by:

Martha Garcia
Finance Director

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**ATTACHMENT:**

1. California State Library Parks Pass Grant Award Letter

# ATTACHMENT 1
## California State Library Parks Pass Grant Award Letter

DocuSign Envelope ID: DD2BE18B-A5C0-471C-A5AE-F483C49A7680

CALIFORNIA STATE LIBRARY

February 28, 2023
Monterey Park Bruggemeyer Library
318 S. Ramona Ave
Monterey Park, CA 91754

Subject: Parks Pass Grants, 2023
Title: Explore the Outdoors with Monterey Park Bruggemeyer Library (PPP21-2-12)

Dear Ms. Diana Garcia:

This letter confirms the California State Library's award of $32,596 to the Monterey Park Bruggemeyer Library for the Explore the Outdoors with Monterey Park Bruggemeyer Library program. Monterey Park Bruggemeyer Library will receive the award upon execution and approval of the grant agreement, certification, and claim forms.

In Process

Hard copies of this correspondence will not follow. Please keep the entirety of this correspondence for your files and consider these award materials your original documents.

This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, and payment schedule as well as the proposal outlining the project plan and budget. Please sign the claim and certification forms at the back of your award packet using the DocuSign system. Should you have any questions regarding the use of DocuSign please contact your grant monitor.

The State Library grant monitor for this project is Lisa Nowlain. She can be reached at lisa.nowlain@library.ca.gov or at (916) 603-6711. Lisa is available to assist you throughout the project period. Best wishes for a successful project.

Respectfully yours,

DocuSigned by:
Greg Lucas
BDA50981C41C416...

Greg Lucas
California State Librarian

Enclosures
CC: Lisa Nowlain
Reed Strege
Gina Iwata
Yesenia Castellon
Deborah Takahashi, dtakahashi@montereypark.ca.gov

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

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**THE BASICS – YOUR GRANT AWARD**

The following provides all the basic information about your grant and managing your grant.

| | |
|---|---|
| Award #: | PPP21-2-12 |
| Library/Organization: | Monterey Park Bruggemeyer Library |
| Project Title: | Explore the Outdoors with Monterey Park Bruggemeyer Library |
| Award Amount: | $32,596 |

**APPROVED BUDGET**

| | |
|---|---|
| Salaries/Wages/Benefits | $20,974 |
| Consultant Fees | $0 |
| Travel | $0 |
| Supplies/Materials | $3,622 |
| Equipment ($5,000 or more per unit) | $0 |
| Services (contracted) | $8,000 |
| Project Total | $32,596 |
| Indirect Cost | $0 |
| Grant Total | $32,596 |

In Process

| | |
|---|---|
| Start Date: | Upon execution |
| End Date: | February 29, 2024 |
| Please understand that it can take from six to eight weeks after a completed claim form with no errors has been received before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor. | |

**REPORTING**

Monterey Park Bruggemeyer Library is required to provide a mid-project financial and narrative report as outlined in the Award Agreement and Certificate of Compliance (September 1, 2023); final financial and narrative reports by March 30, 2024; and updates upon request. Reports will be submitted to your grant monitor, Lisa Nowlain, by email at lisa.nowlain@library.ca.gov.

**PAYMENTS**

Please note this clarification regarding payments. Grant payments will be made based on the payment schedule laid out in the Grant Term and Award Documentation. The grant recipient is responsible for fulfilling all project reporting requirements and expending all funds, or returning all unspent grant funds, by the time specified in the grant terms and conditions.

**CONTACT**

We want your project to be successful. Please work with the grant monitor in implementing your project:

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| | |
|---|---|
| Grant Monitor: | Lisa Nowlain |
| Phone Number: | (916)603-6711 |
| Email Address: | Lisa.nowlain@library.ca.gov |

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STATE FUNDED GRANTS

# AWARD AGREEMENT AND CERTIFICATE OF COMPLIANCE

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CALIFORNIA STATE LIBRARY

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CALIFORNIA STATE LIBRARY

**PROJECT SUMMARY**

**AWARD AGREEMENT BETWEEN THE STATE LIBRARY and MONTEREY PARK BRUGGEMEYER LIBRARY for the EXPLORE THE OUTDOORS WITH MONTEREY PARK BRUGGEMEYER LIBRARY project.**

**AWARD AGREEMENT NUMBER [PPP21-2-12]**

This Award Agreement ("Agreement") is entered into upon execution of this agreement by and between the California State Library ("State Library") and Monterey Park Bruggemeyer Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded **Explore the Outdoors with Monterey Park Bruggemeyer Library** project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of $32,596 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

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# PROCEDURES and REQUIREMENTS

## A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until February 29, 2024. If completion of the project occurs prior to the end of the grant period this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on February 29, 2024 and all eligible program costs must be incurred by this date.

In Process

## B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the Parks Pass Grant.

2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:

   - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
   - Make financial records available to the State Library upon request.
   - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
   - Prepare and submit required narrative and financial reports.
   - Procure equipment, and other supplies as needed for the project.
   - Issue contracts for services, personnel, and consultants as needed for the project.
   - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
   - Oversee the implementation of project activities.

## C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and

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the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

## D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.

2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.

3. The reports shall be submitted by the following dates:

| Reporting Period | Report | Due Date |
|---|---|---|
| June - December | Financial and Mid Project Program Narrative Report Due | September 1, 2023 |
| January – February 29, 2024 | Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due | March 30, 2024 |

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

## E. Claim Form and Payment

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1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.

2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.

3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.

4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.

5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.

6. For grants over $20,000, the Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied. For grants $20,000 and under, in-full payments will be issued after execution of the grant agreement.

7. **Prompt Payment Clause**
   The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq*. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

8. **Budget Contingency Clause**

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a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

In Process

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CALIFORNIA STATE LIBRARY

# EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the **California Accessibility Standards.** Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

   However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

   The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the Parks Pass Program.

   a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
   b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

      *"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."*

      Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

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*"Funding provided by the State of California."*

c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the California State Library website, is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or contact your grant monitor for the State Library's form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this

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Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.

9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:
**Monterey Park Bruggemeyer Library**
**Diana Garcia**
**318 S. Ramona Ave**
**Monterey Park, CA 91754**
**dgarcia@montereypark.ca.gov**

**California State Library**
**Lisa Nowlain**
**900 N Street**
**Sacramento, CA 95814**
**Lisa.nowlain@library.ca.gov**

10. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.

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11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

12. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.

13. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.

14. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

15. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the

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Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq*.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
    1) The dangers of drug abuse in the workplace.
    2) The Grantee's policy of maintaining a drug-free workplace;
    3) Any available counseling, rehabilitation and employee assistance programs.
    4) Penalties that may be imposed upon employees for drug abuse violations.
c. Require that every employee who works on the Agreement will:
    1) Receive a copy of the Grantee's drug-free workplace policy statement.
    2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

18. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.

19. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

20. Failure to Perform: The grant being utilized by the Grantee is to benefit the Explore the Outdoors with Monterey Park Bruggemeyer Library. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already

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paid by the California State Library, including, but not limited to, the ten percent (10%) withhold for grants over $20,000.

21. Federal and State Taxes: The State Library shall not:
    a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
    b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
    c. Withhold Federal or State income taxes from Grantee's payments

    Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

22. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

23. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including, but not limited to, the ten percent (10%) withhold for grants over $20,000, requiring the Grantee to forfeit the unexpended portion of the grant funds, and/or to repay to the California State Library any funds improperly expended.

24. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

25. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

26. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms

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and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

27. Grantee: the government or legal entity to which a grant is awarded and which is accountable to the California State Library for the use of the funds provided.
    a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
28. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
29. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
30. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
31. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

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32. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

    a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
    b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

33. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed $5,000 and shall be expended/encumbered in the designated award period.

    During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

34. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

35. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

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Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq*.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq*.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and it's contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

36. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

    a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
    e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

37. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant

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Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

a. Grant Agreement Coversheet and any Amendments thereto
b. Terms and Conditions
c. Procedures and Requirements
d. Certificate of Compliance
e. Project Summary
f. Grantee's Application (including Budget and Activities Timeline)
g. All other attachments hereto, including any that are incorporated by reference.

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38. Payment:

a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
d. Ten percent (10%) will be withheld from the Payment Request (if applicable, for grants over $20,000) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.

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e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (see Exhibit C or contact the Grant Monitor for more information).
f. Payment will be made only to the Grantee.
g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

39. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

40. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

41. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

42. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq*.

43. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

44. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq*. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies

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for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

45. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

46. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.

47. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

48. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

49. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

    a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are

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due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.

c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.

d. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:

e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
   - $29,336 upon execution of the agreement and submission of claim by the grantee organization. This payment will be in-full if the grant total is $20,000 or under, or 90% for grants over $20,000.
   - If applicable, final 10% payment will be made upon approval of all final reports and receipt of claim form in the amount of $3,260

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50. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

51. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

52. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

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53. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

54. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

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55. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

    Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

56. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent

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instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

57. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

58. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

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CALIFORNIA STATE LIBRARY

# EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount $5,000. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is

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prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

   1) the dangers of drug abuse in the workplace;
   2) the person's or organization's policy of maintaining a drug-free workplace;
   3) any available counseling, rehabilitation and employee assistance programs; and,
   4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

   1) receive a copy of the company's drug-free workplace policy statement; and,
   2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq*.)

**8.** **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

**Current State Employees (Pub. Contract Code § 10410):**

a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

**Former State Employees (Pub. Contract Code § 10411):**

a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq*.)

11. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

13. **DRUG FREE WORKPLACE:**
    a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
    b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

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14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

16. **ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

## Certification

| ORGANIZATION | |
|---|---|
| **Name**: | **Address** *(official and complete)*: |
| PROJECT COORDINATOR | |
| **Name**: | |
| **Email**: | **Phone**: |
| GRANTTEE AUTHORIZED REPRESENTATIVE | |
| **Name**: Diana Garcia | **Title**: CITY LIBRARIAN |
| **Email**: dgarcia@montereypark.ca.gov | **Phone**: |
| **Signature**: | **Date**: |

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## Authorized Representative Signature

| ORGANIZATION | |
|---|---|
| **Name**: | **Address** *(official and complete)*: |
| AUTHROIZED REPRESENTATIVE | |
| **Signature**: | **Date**: |
| **Printed Name of Person Signing**: Diana Garcia | **Title**: CITY LIBRARIAN |
| STATE OF CALIFORNIA | |
| **Agency Name**: California State Library | **Address**: 900 N Street, Sacramento CA 95814 |
| **Signature**: DocuSigned by: Greg Lucas BDA50981C41C416... | **Date**: 3/21/2023 |
| **Printed Name of Person Signing**: Greg Lucas | **Title**: California State Librarian |

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CALIFORNIA STATE LIBRARY

# EXHIBIT B: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources Please Check State of California, Department of Human Resources Website for updated expenses:
http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

| | |
|---|---|
| **Mileage:**<br>Rate subject to change | $0.625 per mile – approved business/travel expense |
| **Meals:**<br>Receipts are required | $7.00 – Breakfast<br>$11.00 – Lunch<br>$23.00 – Dinner<br>$5.00 - Incidentals |

**Meals Note:** Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

| | |
|---|---|
| **Hotel:**<br>Receipts are required and MUST have a zero balance. | $ 90.00 plus tax for all counties/cities not listed below<br>$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties<br>$ 110.00 plus tax for Marin County<br>$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica<br>$ 125.00 plus tax for Monterey and San Diego Counties<br>$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties<br>$ 150.00 plus tax for the City of Santa Monica<br>$ 250.00 plus tax for San Francisco County<br>**Out of State:** Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes. |

**Hotel Note:** If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

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| | |
|---|---|
| **AIRLINE TICKETS:** Itinerary and receipts are required | Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense. |

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# PARKS PASS PROGRAM
## FINANCIAL CLAIM
## 1st PAYMENT

| | | | |
|---|---|---|---|
| **Grant Award #:** | PPP21-2-12 | **Date:** | |
| **Invoice #:** | PPP21-2-12-01 | **PO #:** | |
| **Payee Name:** | City of Monterey Park<br>(Legal name of authorized agency to receive, disburse and account for funds*) | | |
| **Complete Address:** | Street Address, City, State, Zip Code (Warrant will be mailed to this address) | | |
| **Amount Claimed:** | $29,336.40<br>(Payable Upon Execution of Agreement) | **Type of Payment:** | ☒ PROGRESS |
| **Grantee Name:** | Monterey Park Bruggemeyer Library<br>(Name on Award Letter and Agreement) | | ☐ FINAL<br>☐ IN FULL |
| **Project Title:** | Parks Pass Program | | ☐ AUGMENT |
| | **For Period From: upon execution to end of grant period** | | |

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## CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

_____
(Signature of the Authorized Representative)

Diana Garcia
(Print Name)

CITY LIBRARIAN
(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

**State of California, State Library Fiscal Office**

ENY: 2021
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: N/A

ITEM NO: 6120-011-0001, Chapter 69, Statutes of 2021
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By _____ Date _____
(State Library Representative)

Print Form Reset Form

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# PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

## Section 1 – Payee Information

**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)

**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)

**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)

| CITY, STATE, ZIP CODE | E-MAIL ADDRESS |
|---|---|
| | |

## Section 2 – Entity Type

**Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

**CORPORATION** (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

## Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

**Social Security Number (SSN) or Individual Tax Identification Number (ITIN)**

___ ___ ___ -___ ___ - ___ ___ ___ ___

**OR**

**Federal Employer Identification Number (FEIN)**

___ ___ - ___ ___ ___ ___ ___ ___ ___

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## Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

## Section 5 – Certification

***I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.***

| NAME OF AUTHORIZED PAYEE REPRESENTATIVE | TITLE | E-MAIL ADDRESS |
|---|---|---|
| | | |

| SIGNATURE | DATE | TELEPHONE *(include area code)* |
|---|---|---|
| | | |

## Section 6 – Paying State Agency

**Please return completed form to:**

| STATE AGENCY/DEPARTMENT OFFICE | UNIT/SECTION |
|---|---|
| Ca. State Library | Admin/Accoutning |

| MAILING ADDRESS | FAX | TELEPHONE *(include area code)* |
|---|---|---|
| 900 N Street | | 916-603-7157 |

| CITY | STATE | ZIP CODE | E-MAIL ADDRESS |
|---|---|---|---|
| Sacramento | CA | 95814 | accounting@library.ca.gov |

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# PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

**GENERAL INSTRUCTIONS**

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
**NOTE:** Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

## Section 1 – Payee Information

**Name** – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

**Business Name** – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
**Mailing Address** – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

## Section 2 – Entity Type

| If the Payee in Section 1 is a(n)… | THEN Select the Box for… |
|---|---|
| Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes | Sole Proprietor/Individual |
| Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes | Single Member LLC-owned by an individual |
| Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership | Partnerships |
| Estate ● Trust (other than disregarded Grantor Trust) | Estate or Trust |
| Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature | Corporation-Medical |
| Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature | Corporation-Legal |
| Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations. | Corporation-Exempt |
| Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above | Corporation-All Other |

## Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

## Section 4 – Payee Residency Status

**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:
Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

## Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

## Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

## Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

# City Council Staff Report

**DATE:** April 5, 2023

**AGENDA ITEM NO:** Consent Calendar - 3G

**TO:** The Honorable Mayor and City Council

**FROM:** Matthew Hallock, Fire Chief

**SUBJECT:** 2020 State Homeland Security Grant Program – Cost Savings

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an agreement amendment with CounterRisk Inc., in a form approved by the City Attorney, to CounterRisk Inc. for amount of $64,360;
2. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

The City of Monterey Park Fire Department (Fire Department) was notified of an approved modification for an increase of $64,360 for the 2020 State Homeland Security Grant Program (SHSP 2020 Grant). As per Resolution No. 11740 adopted by the City Council on May 6, 2015, staff is reporting to the City Council the type of money obtained and the project details.

The Fire Department completed two projects during the SHSP 2020 Grant cycle. The First project was the purchase of $30,000 of equipment. The second project was the oversight of a Regional Training Intelligence (RTG) position for the entire Los Angeles County region. This position is a Homeland Security funded position with Monterey Park Fire Department providing contract oversight. The original contract was approved by the City Council on April 6, 2022. The initial contract amount was not to exceed $146,720 with a term ending in May 2023. Staff seeks to increase the amount of the contract, with an amount not to exceed $211,080 to incorporate a cost savings from the SHSP 2020 Grant of $64,360.

## BACKGROUND:

On March 23, 2023, the Fire Department was notified of an approved modification for an increase of $64,360 for the SHSP 2020 Grant. The cost savings funds are to be spent and reimbursement claims submitted to the County of Los Angeles per the grant agreement. The cost savings funds will supplement the remainder of the contract with CounterRisk, Inc.

**FISCAL IMPACT:**
Including the initial grant sum of $182,720 and the cost saving of $64,360; the City of Monterey Park will receive a total of $247,080 from the 2020 State Homeland Security Program. There is no matching requirement for this grant.

Respectfully submitted by:

Matthew Hallock
Fire Chief

Prepared by:

Angela Loera
Principal Management Analyst

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**ATTACHMENT:**
1. First Amendment of Contract 2319-A

# ATTACHMENT 1
# First Amendment

**FIRST AMENDMENT TO**
**AGREEMENT NO. 2319-A BETWEEN**
**THE CITY OF MONTEREY PARK AND**
**COUNTERRISK, INC.**

THIS FIRST AMENDMENT ("Amendment") is made and entered into this 5th day of April 2023, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), and CounterRisk, Inc., a California corporation ("CONSULTANT").

1. Pursuant to Section twelve of Agreement No2319-A ("Agreement"), Section 1(C) is amended to read as follows:

> "As additional consideration, CITY agrees to pay CONSULTANT a total sum not to exceed $211,080 for CONSULTANT's services."

2. **ELECTRONIC SIGNATURES.** This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

3. 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.

4. Except as modified by this Amendment, all other terms and conditions of Agreement No. 2319-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

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

COUNTERRISK INC.

_____
Michael Little

# City Council Staff Report

**DATE:** April 5, 2023

**AGENDA ITEM NO:** Consent Calendar - 3H

**TO:** The Honorable Mayor and City Council

**FROM:** Shawn Igoe, Director of Public Works

**SUBJECT:** Acceptance of SGVMWD Grant for Calsense Systems

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Accepting grant funding in the amount of $50,000 from the San Gabriel Valley Municipal Water District (SGVMWD) for Calsense Irrigation Control Systems for City Hall and Barnes Park;
2. Authorizing the City Manager to execute the Grant Agreement, in a form approved by the City Attorney, with SGVMWD for this grant program;
3. Authorizing the Finance Department to allocate $50,000 in grant funding to the FY2022-2023 budget; and
4. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

The San Gabriel Valley Municipal Water District (SGVMWD) is awarding the city $50,000 grant funding for Calsense Smart Irrigation Control Systems. Staff requests the City Council accept the grant funds and allocate the $50,000 in grant funds to the FY 2022-2023 budget.

## BACKGROUND:

The San Gabriel Valley Municipal Water District (SGVMWD) is offering member cities grant funding for water conservation projects. The District has approved $50,000 to the city for the purchase and installation of Calsense Irrigation Control Systems at two city facilities: City Hall and Barnes Park. Calsense controllers are state of the art irrigation systems that allow for remote control from any internet connected device. The system includes an array of sensors that monitor water flow, evapotranspiration, rain, wind and soil moisture and feeds real-time onsite data to the controllers. Their online software then analyzes the data for smart field actions that ensure the most efficient use of water.

The grant will be disbursed to the city upon receipt of invoice(s) from the city for the irrigation project. The maximum amount is $50,000.

Staff is requesting that City Council accept SGVMWD's $50,000 grant for the Calsense Irrigation Control Systems and allocate the grant funds in the current year FY 2022-2023 budget.

**FISCAL IMPACT:**
Staff requests approval for the Finance Department to allocate $50,000 in SGVMWD grant funds to the FY 2022-2023 budget. No additional city funds will be expended for the smart irrigation system project.

Respectfully submitted by:

Shawn Igoe
Director of Public Works

Martha Garcia
Director of Finance

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**ATTACHMENT:**
1. Grant Agreement

# ATTACHMENT 1
Grant Agreement

# GRANT AGREEMENT

As of March 15, 2023 **San Gabriel Valley Municipal Water District**, herein "Water District," and City of Monterey Park**,** herein "City" agree as follows:

**1. Purpose.**

This Agreement sets forth the terms under which the Water District shall grant money to the City and under which the City shall spend the grant.

**2. Project Identification.**

The grant money shall be used by the City for irrigation improvements at City parks, including, but not limited to, the installation of water-efficient sprinklers and smart-sense irrigation controllers (the "Project").

**3. Grant Amount.**

The Water District shall grant the City the sum of $50,000.00 (the "Grant Amount"). The money shall be disbursed to the City by the Water District within thirty days after the City presents an invoice to the Water District for work on the Project in an amount up to the Grant Amount. The Grant Amount shall not be increased if the associated Project costs exceed the above amount.

**4. Division of Responsibility.**

(a) Water District is only responsible for providing the City with the grant in accordance with this Agreement. The Water District is not responsible for the design, construction, operation or maintenance of the Project.

**5. Warranties.**

(a) The Water District makes no warranty with respect to the efficacy of the Project.

(b) The City warrants the Grant Amount shall be used exclusively to pay for portions of the Project.

**6. Time for Performance.**

Time for performance shall begin after the date first above written and the City shall use its best efforts to complete the Project by June 30, 2023.

**7. Indemnity.**

The City shall save and hold the Water District, its officers, agents and employees, free and harmless from any and all costs, liability or damages arising out of any act or omission to act, including any negligent act or omission to act (where there is a duty to act) by the City, its officers, agents or employees in connection with this Agreement, except to the extent caused by the sole negligence or willful misconduct of Water District, its officers, agents or employees.

**8. Miscellaneous.**

(b) Notices given pursuant to the provisions of this Agreement, or necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given; mailed postage prepaid, addressed to such person; sent by overnight delivery by a nationally-recognized overnight courier; or sent by e-mail, with receipt confirmed in writing or telephonically. Addresses for this purpose shall be:

Water District: **San Gabriel Valley Municipal Water District**
Attn: Darin Kasamoto, General Manager
1402 N. Vosburg Drive (P.O. Box 1299)
Azusa, CA 91702-1299
dkasamoto@sgvmwd.com
(626) 969-7911

City: **City of Monterey Park**
Attn: Shawn, Igoe, Director of Public Works
320 West Newmark Avenue
Monterey Park, CA 91754-2896
sigoe@montereypark.ca.gov
(626) 307-1320

**IN WITNESS WHEREOF,** the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED:
**San Gabriel Valley Municipal Water District**

By:_____
Mark Paulson, Vice President

Attest:

_____
Steven T. Placido, Secretary

[Seal]

Approved as to Form:

_____
James D. Ciampa, District Counsel

APPROVED:
**City of Monterey Park**

By:_____
Ron Bow, City Manager

Attest:

By:_____
Maychelle Yee, City Clerk

[Seal]

Approved as to Form:

_____
Karl H. Berger, City Attorney

# City Council Staff Report

**DATE:** April 5, 2023

**AGENDA ITEM NO:** Consent Calendar - 3I

**TO:** The Honorable Mayor and City Council

**FROM:** Shawn Igoe, Director of Public Works

**SUBJECT:** License Agreement with the Salvation Army for use of space at the City's Community Clean-up events

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager, or designee, to execute a license agreement, in a form approved by the City Attorney with the Salvation Army to utilize space within the City's Community Clean-up events to collect unwanted items from the public; and
2. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

The City hosts community clean-up events throughout the year to provide the community an opportunity to dispose of unwanted bulky items and electronic waste through Athens Services. Items collected may include usable items such as furniture, rugs, clothing, appliances, and small electronic devices. To increase waste diversion and promote the reuse of items, staff recommends partnering with local organizations such as the Salvation Army to collect reusable items at the City's events. Allowing the Salvation Army to participate in the clean-up events would further the City's sustainability efforts to divert waste and encourage the community to increase their reuse and recycling practices. Athens Services would continue its current diversion efforts by collecting items and sorting recyclable material before sending the remaining waste to the landfill.

It is recommended that City Council authorize the City Manager to execute a license agreement to document the usage of space at the City's clean-up events. The license agreement would allow the Salvation Army to have designated space at the City's clean-up event to collect and haul unwanted items with their own resources, helping divert waste from entering landfills.

## FISCAL IMPACT:

None.

Respectfully submitted by:

Shawn Igoe
Director of Public Works

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**ATTACHMENT:**

1. License Agreement

# ATTACHMENT 1
License Agreement

**LICENSE AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND THE SALVATION ARMY**

THIS LICENSE is made and executed this 15th day of February 2023, between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), and THE SALVATION ARMY, a California Corporation ("LICENSEE"). The Parties agree as follows:

1. **LICENSE; DESCRIPTION OF PROPERTY.** CITY licenses LICENSEE to use, on the terms and conditions in this License, space at Monterey Park Community Clean-up Events located at designated City parks ("Property")." CITY's action is not, and cannot be construed to be, a conveyance of a property interest or a lease; it is a license to use property only.

2. **USE OF PROPERTY**.

A. LICENSEE may temporarily use Property for the purposes of collecting unwanted items (donations) during the City's Community Clean-up event.

B. CITY may change, amend, or terminate LICENSEE's use of Property at any time, and in its sole discretion, verbally or in writing.

3. **TERM**. Except as provided in Section 4, the term of this license will begin on February 14, 2023 and end on February 14, 2024. Upon mutual written agreement between the parties, this License may be renewed for additional time.

4. **TERMINATION**.

A. As stated above, CITY may terminate this License at any time with or without cause. Termination will be effective upon the 30th day after notification, unless CITY specifies otherwise.

B. LICENSEE may terminate this License at any time in writing at least thirty (30) days before the effective termination date.

C. By executing this document, LICENSEE waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

D. Upon termination, LICENSEE will remove all personal property and improvements within one (1) day. Property will be left in a clean and orderly fashion.

5. **CONDEMNATION**. If all or part of Property is acquired by eminent domain or purchase in lieu thereof, LICENSEE acknowledges that it will have no claim to any compensation awarded

for the taking of Property or any portion thereof or for loss of or damage to LICENSEE's improvements.

6. **RELOCATION BENEFITS**. LICENSEE acknowledges that it has been informed that CITY is a public entity and that Property was previously acquired by CITY for a public purpose. LICENSEE further acknowledges that any rights acquired under this License arose after the date of acquisition of Property and that said rights are subject to termination when Property is needed by CITY. LICENSEE hereby acknowledges that at the time of said termination of this License by CITY, it will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

7. **ALTERATIONS**. LICENSEE will not make or cause to be made, any alterations to Property, or any part thereof, without CITY's prior written consent.

8. **HAZARDOUS/TOXIC WASTE**. CITY has not, nor, to CITY's knowledge, has any third party used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within Property in violation of any law or regulation. LICENSEE agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within Property in violation of any law or regulation. LICENSEE agrees to defend and indemnify CITY, to the extent stated in Section 11, against any and all losses, liabilities, claims or costs arising from any breach of any warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

9. **SIGNS**. LICENSEE will not place any permanent sign upon Property without CITY's prior written consent. LICENSEE will pay for all costs of any approved signage and comply with all applicable sign codes and ordinances.

10. **ASSIGNMENT**. LICENSEE will not be permitted to assign this License or any interest therein.

11. **INDEMNIFICATION**.

A. LICENSEE will hold CITY harmless and free from any and all liability arising out of this License, or its performance. Should CITY be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this License, or its performance, pursuant to this License, LICENSEE will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

C. LICENSEE expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

D. It is expressly understood and agreed that the foregoing provisions will survive termination of this License.

E. The requirements as to the types and limits of insurance coverage to be maintained by LICENSEE as required by Section 12 below, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by LICENSEE pursuant to this License, including but not limited to the provisions concerning indemnification.

12. **INSURANCE**.

A. Before commencing performance under this License, and at all other times this License is effective, LICENSEE will 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 (combined single) |
|---|---|
| Commercial general liability: | $2,000,000 |
| Workers compensation | Statutory limits |

B. Commercial general liability insurance will meet or exceed the requirements of the most current ISO Forms. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable except upon 30 days prior written notice to CITY except for nonpayment of premiums which may be cancelable upon ten day notice.

C. LICENSEE will furnish to CITY duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this License and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day

notice of any cancellation of coverage. CONTRACTOR will 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.

D. Should LICENSEE, for any reason, fail to obtain and maintain the insurance required by this License, CITY may obtain such coverage at LICENSEE's expense and charge the cost of such insurance to LICENSEE under this License or terminate pursuant to Section 4.

13. **COMPLIANCE WITH LAW**. LICENSEE will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to Property and will faithfully observe in the use of Property all applicable laws. The judgment of any court of competent jurisdiction, or the admission of LICENSEE in any action or proceeding against LICENSEE, whether CITY be a party thereto or not, that LICENSEE has violated any such ordinance or statute in the use of Property will be conclusive of that fact as between CITY and LICENSEE.

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

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

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

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

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

The Salvation Army-ARCC
Dalita B. Lovett, Director of Resource Development
16941 Keegan Ave.
Carson, CA 90746
562-491-4149
dalita.lovett@usw.salvationarmy.org

or to CITY at:

City of Monterey Park
Xochitl Tipan, Principal Management Analyst
320 W Newmark, CA 91754
Monterey Park, CA 91754
626-307-1383
xtipan@montereypark.ca.gov

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

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

20. **GOVERNING LAW.** This License has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this License will be in Los Angeles County.

21. **PARTIAL INVALIDITY.** Should any provision of this License be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this License will remain in effect, unimpaired by the holding.

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

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

24. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this License and to

engage in the actions described herein. This License may be modified by written agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

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

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

| | |
|---|---|
| CITY OF MONTEREY PARK,<br>a general law city. | THE SALVATION ARMY -ARCC, |
| _____, | _____, |
| City Manager | Title: |

APPROVED AS TO FORM:
KARL H. BERGER, City Attorney

By: _____

# City Council Staff Report

**DATE:** April 5, 2023

**AGENDA ITEM NO:** Consent Calendar - 3J

**TO:** The Honorable Mayor and City Council

**FROM:** Shawn Igoe, Director of Public Works

**SUBJECT:** Pipe Supply Purchase for Phase III Water Main Replacement Project – Award of Contract to PPI America Inc.

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a contract, in a form approved by the City Attorney, with PPI America Inc. in an amount not to exceed $165,000 for pipe supplies for the Phase III Water Main Replacement Project; and
2. Taking such additional, related action that may be desirable.

## CEQA (California Environmental Quality Act):

The Project is Categorically Exempt as a Class 1 (Existing Facilities) project (CEQA Guidelines § 15301). Additional environmental review is not required because the Project is a minor alteration to an existing public facility.

## EXECUTIVE SUMMARY

The Monterey Park Municipal Code ("MPMC") allows purchases to occur without bidding "[w]hen the supply can be obtained from only one vendor or there are circumstances demonstrating only one vendor is best qualified to provide the supplies" (MPMC § 3.20.050(2)). Here, the Public Works Director seeks authority to purchase unique potable water piping from PPI America, Inc. for the City's Phase III Water Main Replacement Project. Two sizes of piping are desirable: 8" and 12" pipes. PPI America, Inc.'s patented water pipes are superior to other pipeline on the market and the vendor is offering a significant discount to the City – as compared to other distributors – because, in part, of overstock supplies. While the City always intended to purchase these materials separately, i.e., independently of the Water Main Replacement Project which was bid in accordance with the Public Contracts Code, by-passing the bidding requirements to purchase these supplies is in the public interest.

## BACKGROUND

Staff is requesting City Council award a contract to PPI America Inc. for pipe supplies for the Phase III Water Main Replacement Project. The Phase III project will replace water mains in the northeast area of the City: Alhambra and Nicholson Avenues, North of Garvey and South of Hellman.

MPMC § 3.20.050 identifies five exceptions to the bidding process; Subsection 2 allows an award of contract when circumstances demonstrate that one vendor is best qualified to provide the supplies.

The proposed contract with PPI is for the purchase of its proprietary polyvinyl chloride (PVC) pipe product - iPVC (AWWA C900). PPI's iPVC product was patented on February 18, 2016 (Patent Publication No. US 2016/0046800 A1). Additionally, a seismic evaluation that included three commercially available PVC pipes determined that PPI's product performed better than the other two pipe materials. The purpose for the study was to evaluate how PVC piping would respond to changes in land deformation caused by an earthquake. The test was commissioned by a California water utility (Bay Area Municipal Utility District) in December 2019 at the University of Colorado Boulder, Center for Infrastructure, Energy and Space Testing. Furthermore, this product is currently being used for the Monterey Pass Road emergency water main replacement project.

PPI America, Inc. is offering the City special pricing for overstock 8" pipe supplies that will be specifically used for the water main replacement project. The discounted rate will result in a 12% savings compared to the next lowest vendor. The table below provides the costs from three other vendors for the PVC piping:

| Vendor | Product | Price per feet | Quantity | Subtotal | Total (tax not incl) |
|---|---|---|---|---|---|
| PPI Pipe | 8" C900 | $24.39 | 3,200 | $78,048.00 | $149,439.60 |
| | 12" C900 | $56.66 | 1,260 | $71,391.60 | |
| Western Water Works | 8" C900 | $32.40 | 3,200 | $103,680.00 | $191,628.00 |
| | 12" C900 | $69.90 | 1,260 | $87,948.00 | |
| S & J Supply Co. | 8" C900 | $28.58 | 3,200 | $91,456.00 | $169,059.40 |
| | 12" C900 | $61.59 | 1,260 | $77,603.00 | |
| Core & Main | 8" C900 | $28.90 | 3,200 | $92,480.00 | $170,940.20 |
| | 12" C900 | $62.27 | 1,260 | $78,460.20 | |

PPI America's contract for pipe supplies for the Phase III Water Main Project is for an amount not to exceed $165,000.

**FISCAL IMPACT**

The original cost estimate for the Phase III Water Main project was exceeded due to escalation cost related to construction and material. As an option to save the City on contractor markup, in addition to the special pricing received, the project materials will be purchased by shifting a portion of the funding that is budgeted for the Russell Reservoir Rehabilitation project. The Russell Reservoir Project was approved in the FY 2023 budget for $800,000 in water operations funding (401). Planning and design for the Russell project is underway, however construction is not expected to be completed in FY2023. No appropriation is needed for the contract with PPI America Inc. for the pipe supplies.

Respectfully submitted and prepared by:

Shawn Igoe
Director of Public Works

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**ATTACHMENT**

1. PPI America Inc. Cost Proposal

# ATTACHMENT 1
PPI AMERICA INC COST PROPOSAL

## *PPI America Inc.*

Overseas Business Division

Address 5204 Middlecrest Road
Rancho Palos Verdes CA. 90275

Phone 917 4284526

E-mail agnes@ipvcpipe.com


Please including this quotation number on your purchase order for the reference.

**230207-MONTEREYPARK**

# Quotation

**Date of Issue** Feb 07, 2023



| Distributor Information | Company Name | Quote prepared for: | Position | Contact |
|---|---|---|---|---|
| | City of Monterey Park | George Noriega | Manager | |

| Term(s) and Condition(s) | Country of Origin | Terms of Delivery | Terms of Payment | Delivery Estimated | Packing |
|---|---|---|---|---|---|
| | Republic of Korea | FFA Monterey Park, CA. | Net 60 Days | Estimate 10-12 weeks from time of order placement | Export Wooden Packing |

| No. | Description of Good(s) | Standard(s) | Specification | | | | Quantity (Pcs) | Block Price | Unit Price ($) per 20' | AMOUNT ($) |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Size | Thickness | Length | Price Per Ft. | | | | |
| 1 | IPVC Water Pipe | AWWA C900 | 8" | DR14* | 20' | $24.39 | 160 | 400 | 487.80 | 78,048.00 |
| 2 | IPVC Water Pipe | AWWA C900 | 12" | DR14 | 20' | $56.66 | 63 | 440 | 1,133.20 | 71,391.60 |
| 3 | | | | | | | | | | |
| 4 | | | | | | | | | | |
| 5 | Sales Tax (9.5%) | | | | | | | | | 14,196.76 |
| | | | | | | **Total** | **223** | | **1,621.00** | **163,636.36** |

Please note that production
lead times are for an order by date of 2/24/23
*pricing on line item 1 is for existing pipe located
in U.S. based yard

**Signed By :**

Max Jonsef- Director of U.S. Business Sales

***PPI America Inc.***

**# Important Notice**

1. Lead time subject to change due to conditions.
2. If any additional products or services be required, there can be added.
   This will, however, affect the total amount due at the end of the project.

# City Council Staff Report

**DATE:** April 5, 2023

**AGENDA ITEM NO:** Consent Calendar - 3K

**TO:** The Honorable Mayor and City Council

**FROM:** Shawn Igoe, Director of Public Works

**SUBJECT:** 2023 Slurry Seal at Various Locations – 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 Onyx Paving Company Inc. of Anaheim, CA in the contract amount of $727,000 for the 2023 Slurry Seal at Various Locations;
2. Authorizing the Director of Public Works to approve change orders and contingency up to $109,050, or 15% of the contract amount;
3. Appropriating $486,646 from Street Bond Fund 621 to FY 22-23 for Project No. 96030; and
4. Taking 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

Per Resolution 2022-R32, the Public Works Director solicited bids for Capital Improvement Project No. 96030. The Bid opening was held on March 16, 2023. Staff completed review of bids and recommends that the contract be awarded to Onyx Paving Company, Inc., the lowest responsible bidder, in the amount of $727,000 plus 15% contingency.

## BACKGROUND

The project involves the application of an asphalt emulsion slurry type II seal on various residential streets. The project also includes full depth localized asphalt concrete patch and the restoration of the existing traffic striping and pavement markings. The project will cover the area generally bound by Alhambra Avenue, Avondale Avenue, Hillard Avenue as well as Lincoln Avenue, McPherrin Avenue, Oakgate Street, and a portion of Whitmore Street.

The project is funded by Street Bond Fund 621, budgeted in the 2022-2023 fiscal year Capital Improvement Program as project No. 96030.

Six bids were opened on March 16, 2023, by the City Clerk's office.

| RANK | BIDDER | BASE BID AMOUNT |
|---|---|---|
| 1 | Onyx Paving Company, Inc. | $ 727,000.00 |
| 2 | PALP Inc. dba Excel Paving | $ 759,375.64 |
| 3 | Pavement Coating Co. | $ 781,523.04 |
| 4 | All American Asphalt | $ 809,176.30 |
| 5 | Hardy & Harper Inc. | $ 912,000.00 |
| 6 | Roy Allen Slurry Seal, Inc. | $982,451.60 |

The bid submitted by Onyx Paving Company, Inc., is the lowest responsive bid from a responsible bidder. Onyx Paving Company, Inc.'s, license was verified with the California State Contractor's License Board to be current, active, and in good standing. Registration with the California Department of Industrial Relations (DIR) was verified. Staff also checked the contractor's references and received positive feedback.

## FISCAL IMPACT

Funds for Phase 1 and Phase 2 of the Slurry Seal Street Bond project were budgeted in the FY22-23 Capital Improvement Project (CIP) as Project No. 96030. Phase 1 was completed in December 2022. Project 96030 has an available balance of $383,004 for Phase 2 Slurry Seal. Due to increased costs in construction and material, the bids received for Phase 1 and 2 exceeded original budget estimates. It is recommended that an additional $486,646 from Street Bond Fund 621 be appropriated to the FY22-23 budget to proceed with this project. The total estimated project cost is $869,650 including 15% contingency, construction management, and inspection.

| CIP 96030 – PROJECT TITLE | |
|---|---|
| Base Bid | $727,000.00 |
| Contingency (15%) | $109,050.00 |
| Project/Construction Management/Inspection | $33,600.00 |
| Total Estimated Project Cost | $869,650.00 |

Respectfully submitted and prepared by:

Shawn Igoe
Director of Public Works

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

**ATTACHMENT**

1. Onyx Paving Company, Inc. Proposal

# ATTACHMENT 1

Onyx Paving Company, Inc Proposal

# CITY OF MONTEREY PARK

# BIDDING DOCUMENTS
# For

# 2023 SLURRY SEAL AT VARIOUS LOCATIONS

# SPECIFICATION No. 2023-002

**BID DUE DATE:**
**March 16, 2023**

**TIME:**
**11:00 AM**

**Submit bids to:**
**Quest Construction Data Network (QuestCDN)**
**www.questcdn.com**

**Quest Project #8403165**

# 2023 SLURRY SEAL AT VARIOUS LOCATIONS

# SPECIFICATION No. 2023-002

Approved by: _____

Okan Demirci, PE

Interim City Engineer

City of Monterey Park

# SECTION C. BIDDERS PROPOSAL

**(Entire section C shall be submitted with the bid)**

**BIDDER'S NAME:** ONYX PAVING COMPANY, 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**
**2023 SLURRY SEAL AT VARIOUS LOCATIONS**

| NO. | ITEM DESCRIPTION | QTY. | Unit | Unit Price | Extended Price |
|---|---|---|---|---|---|
| 1 | Mobilization | 1 | LS | $72,303.34 | $ 72,303.34 |
| 2 | Construction Quick Set Emulsion Aggregate Slurry Type II (Cationic) with 2 ½ percent Latex Additive. Work limits as shown on Appendix 4. Work includes crack sealing. | 651,818 | SF | $0.27 | $175,990.86 |
| 3 | Full Depth Localized Asphalt Concrete Patch. Work includes remove existing AC pavement section to 5" depth. Construct 5" AC Type C2-PG over existing recompacted subgrade. | 65,181 | SF | $6.45 | $420,417.45 |
| 4 | Remove and Install limit line/Stop Pavement Marking per SPPWC Std. 172-0. Limit line and word "STOP" per Caltrans Std. A24E and A24D respectively. | 34 | EA | $222 | $ 7,548 |
| 5 | Remove and Install Double Yellow No Passing Zone (Std. A20A Detail 22 including Type D Raised Pavement Markers). | 970 | LF | $ 3 | $ 2,910 |
| 6 | Remove and Install Yellow Lane Line Per Caltrans (Std A20A Detail 8). | 1485 | LF | $ 1.11 | $1,648.35 |
| 7 | Remove and Install White/Basic Crosswalk (Std. A24F). | 3 | EA | $1,000 | $ 3,000 |
| 8 | Remove and Install Yellow/Basic Crosswalk (Std. A24F). | 1 | EA | $1,500 | $ 1,500 |
| 9 | Remove and Install Thermoplastic High Visibility Yellow/Diagonal Crosswalk (Std. A24F) | 3 | EA | $2,400 | $ 7,200 |
| 10 | Remove and Install Thermoplastic High Visibility Yellow/Ladder Crosswalk (Std. A24F) | 1 | EA | $2,400 | $ 2,400 |
| 11 | Remove and Install Bike Lane (Std. A20D Detail 39) | 120 | LF | $ 9.00 | $ 1,080 |
| 12 | Remove and Install Type D Raised Pavement Markers (Blue) | 28 | EA | $ 9.00 | $ 252 |
| 13 | Adjust manhole covers to grade, complete and in place. | 5 | EA | $1,250 | $ 18,750 |
| 14 | Adjust water valves to grade, complete and in place. | 5 | EA | $800 | $ 12,000 |
| **TOTAL BASE BID AMOUNT IN NUMBERS:** 727,000.00 | | | | | $ 727,000 |
| **TOTAL BASE BID AMOUNT IN WORDS:** seven hundred twenty seven Thousand dollars even. | | | | | |

<table>
<tr><td colspan="2">The award of Contract shall be based on the TOTAL BASE BID AMOUNT.</td></tr>
<tr><td colspan="2">In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</td></tr>
<tr><td rowspan="5">Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.</td><td>A. Mobilization / Demobilization</td></tr>
<tr><td>B. Traffic Control</td></tr>
<tr><td>C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety</td></tr>
<tr><td>D. Construction Staking by Land Surveyor</td></tr>
<tr><td>E. Clearing and Grubbing</td></tr>
<tr><td colspan="2">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.</td></tr>
<tr><td colspan="2">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.</td></tr>
<tr><td colspan="2">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.</td></tr>
<tr><td colspan="2">A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.</td></tr>
</table>

**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: Pavement Rehab company<br>Address: Corona, CA<br>Tel: 714-238-1444 | crack seal - Item 2 partial | $ 26,072.72 |
| Name: BC Traffic<br>Address: Garden Grove, CA<br>Tel: 714-769-8080 | striping Items 4-12 | $ 24,510 |
| Name: Mission paving & sealing<br>Address: Irwindale, CA<br>Tel: 626-452-8200 | slurry Item 2 - partial | $ 149,918 |
| Name:<br>Address:<br>Tel: | | $ _____ |
| Name:<br>Address:<br>Tel: | | $ _____ |
| Name:<br>Address:<br>Tel: | | $ _____ |
| **Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)** | | $ 200,500.72 |

**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<br>_____<br>Contact Name and Title<br>_____ | Project Name and Brief Description<br>PLEASE SEE ATTACHED REFERENCES. | |
| Tel: _____<br>E-mail: _____ | Contract Value: $_____ | Year Completed:_____ |

| Reference 2 | | |
|---|---|---|
| Agency Name<br>_____<br>Contact Name and Title<br>_____ | Project Name and Brief Description | |
| Tel: _____<br>E-mail: _____ | Contract Value: $_____ | Year Completed:_____ |

| Reference 3 | | |
|---|---|---|
| Agency Name<br>_____<br>Contact Name and Title<br>_____ | Project Name and Brief Description | |
| Tel: _____<br>E-mail: _____ | Contract Value: $_____ | Year Completed:_____ |

| Reference 4 | | |
|---|---|---|
| Agency Name<br>_____<br>Contact Name and Title<br>_____ | Project Name and Brief Description | |
| Tel: _____<br>E-mail: _____ | Contract Value: $_____ | Year Completed:_____ |

**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 R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

Date of Inspection: 03/03/2023

**ADDENDA ACKNOWLEDGMENT**

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. N/A Dated N/A

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 | $1,000,000 |
| 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: ONYX PAVING COMPANY, INC.

Authorized Signature: [signature]

Name and Title: COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

Date: 03/10/2023

**PUBLIC CONTRACT CODE SECTION 7106**

**Noncollusion Declaration by Bidder**

The undersigned declares:

I am the CEO, PRES, VP, SEC, TREA of ONYX PAVING COMPANY, 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: ONYX PAVING COMPANY, INC.

Authorized Signature:

Name and Title: COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

Date: 03/10/2023

**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:

| |
|---|
| N/A |

Bidder's Name: ONYX PAVING COMPANY, INC.

Authorized Signature:

Name and Title: COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

Date: 03/10/2023

**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: ONYX PAVING COMPANY, INC.

Authorized Signature:

Name and Title: COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

Date: 03/10/2023

**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: ONYX PAVING COMPANY, INC.

Authorized Signature: _____

Name and Title: COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

Date: 03/10/2023

**BIDDER INFORMATION**

Bidder's Name: ONYX PAVING COMPANY, INC.

Address: 2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

Form of Legal Entity: N/A

If a Corporation, State of Incorporation: CALIFORNIA

State Contractor's Class and License No.: 630360; A, C-12

Contact Person Information:

Name: COREY R. KIRSCHNER Title: CEO, PRES, VP, SEC, TREA

E-mail: BIDS@ONYXPAVING.NET Tel: 714-632-6699

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:

ONYX PAVING COMPANY, INC. // COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

2890 E. LA CRESTA AVE. ANAHEIM, CA 92806 - 714-632-6699

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

N/A

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: N/A

*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 10 day of MARCH, 2023

BIDDER ONYX PAVING COMPANY, INC.

COREY R. KIRSCHNER - CEO, PRES, VP, SEC, TREA

Subscribed and sworn to this 16th day of March, 2023.

NOTARY PUBLIC

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

Subscribed and sworn to (or affirmed) before me on this 10th day of March, 2023, by Corey Robert Kirschner,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

CAMDEN GRAY ALCHANATI
Commission # 2373235
Notary Public - California
ORANGE County
My Comm. Expires SEP 2, 2025

(Seal) Signature

Clear Form Print Form

## PROPOSAL GUARANTEE

## BID BOND

Bond No.: N/A - Bid Bond

KNOW ALL MEN BY THESE PRESENTS that Onyx Paving Company, Inc., as BIDDER, AND Harco National Insurance Company, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of Ten Percent of the Total 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 **2023 SLURRY SEAL AT VARIOUS LOCATIONS SPECIFICATION NO. 2023-002** ("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 9th day of March, 2023.

SIGNED AND SEALED this 9th day of March, 2023

Onyx Paving Company, Inc.

Corey R. Kirschner, CEO/Pres.

PRINCIPAL

Harco National Insurance Company

Christina Rogers, Attorney-in-Fact

SURETY

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

**PRINCIPAL's MAILING ADDRESS:**

2890 East La Cresta Avenue

Anaheim, CA 92806

**SURETY's MAILING ADDRESS:**

2400 E. Katella Ave., #250,

Anaheim, CA 92806

NOTE: All signatures shall be acknowledged by a notary public.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 MAR 09 2023, before me, Albert Melendez, Notary Public,

personally appeared Christina Rogers

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 State of California that the foregoing paragraph is true and correct.

ALBERT MELENDEZ
Notary Public - California
Orange County
Commission # 2391461
My Comm. Expires Jan 23, 2026

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of attached document**

Title or type of document: _____

_____

_____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

# POWER OF ATTORNEY

Bond # N/A - Bid Bond

## HARCO NATIONAL INSURANCE COMPANY
## INTERNATIONAL FIDELITY INSURANCE COMPANY

**Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609**

**KNOW ALL MEN BY THESE PRESENTS**: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MELISSA LOPEZ, CHRISTINA ROGERS, ALBERT MELENDEZ, JENNIFER C. ANAYA, ERIK JOHANSSON, JOAQUIN PEREZ

Tustin, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2020

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2020, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY My Comm. Exp. 04-04-2023 NOTARY PUBLIC No. 50079910 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

## CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, March 9th, 2023.

A02254

Irene Martins, Assistant Secretary

IAT INSURANCE GROUP
Surety

HARCO
NATIONAL INSURANCE COMPANY

## Addendum: Usage of e-Seal and e-Signature for Harco and IFIC Surety Bond Forms

Harco National Insurance Company and International Fidelity Insurance Company (herein the "Company") have authorized our network of surety partners, as granted under the attached Power of Attorney, stipulated within the terms of a signed Agency Agreement and duly appointed by the Company under a Department of Insurance appointment (where required) within all 50 U.S. States, plus U.S. territories and possessions, to affix an electonic e-seal to all bond documents as if it were a raised corporate seal. This addendum also extends to the use of an e-signature by our appointed surety partners authorized under the Company Power of Attorney.

This authority is effective on this day, the 24th of May 2022 and shall remain in place indefinitely unless and until revoked by the Company.

**Harco National Insurance Company and International Fidelity Insurance Company**

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

Authorized by: Kenneth Chapman
Executive Vice President , Surety

**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 March 10, 2023 before me, Camden Gray Alchanati, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Corey R. 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.

CAMDEN GRAY ALCHANATI
Commission # 2373235
Notary Public - California
ORANGE County
My Comm. Expires SEP 2, 2025

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*

*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: _____
☐ 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: _____

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**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 _____ ($ _____) 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 **2022 SLURRY SEAL AT VARIOUS LOCATIONS SPECIFICATION NO. 2023-002**("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.

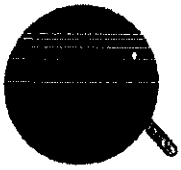
Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

-END OF SECTION-



## REFERENCES

**PROJECT NAME:** PAVING THE WAY – PHASE 3

**PROJECT DESCRIPTION:** CITYWIDE STREET IMPROVEMENTS

**APPROXIMATE CONSTRUCTION DATES:** 2020 – 2021

**CONSULTING COMPANY:** CITY OF MONTEBELLO – 1600 W. BEVERLY BLVD, MONTEBELLO, CA 90640

**CONTACT PERSON:** JAMES ENRIQUEZ 323-887-1462

**ORIGINAL CONTRACT AMOUNT:** $1,929,000

**FINAL CONTRACT AMOUNT:** $3,149,848.10

**IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN:** ADDITIONAL SCOPES OF WORK

**DID THE AGENCY FILE ANY CLAIMS AGAINST YOU?** NO

**PROJECT NAME:** PAVEMENT REPAIR PROJECT

**PROJECT DESCRIPTION:** PAVEMENT REPAIR

**APPROXIMATE CONSTRUCTION DATES:** JAN 2020

**AGENCY:** CITY OF CLAREMONT – 207 HARVARD AVE, CLAREMONT, CA 91711

**CONTACT PERSON:** ENRIQUE VILLALOBOS 909-399-5479

**ORIGINAL CONTRACT AMOUNT:** $105,000

**FINAL CONTRACT AMOUNT:** $120,727.40

**IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN:** FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES.

**DID THE AGENCY FILE ANY CLAIMS AGAINST YOU?** NO

**PROJECT NAME:** 2019-2020 PAVEMENT REHABILITATION

**PROJECT DESCRIPTION:** VARIOUS PAVEMENT REHABILITATION

**APPROXIMATE CONSTRUCTION DATES:** MAY 2020 - SEPTEMBER 2020

**AGENCY:** CITY OF ARCADIA – 240 W. HUNTINGTON DR, ARCADIA, CA 91007

**CONTACT PERSON:** JAN BALANAY 626-254-2726

**ORIGINAL CONTRACT AMOUNT:** $2,128,000

**FINAL CONTRACT AMOUNT:** $ 1,980,917.60

**IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN:** AGENCY HAD ADDITIONAL SCOPES IN ORIGINAL BID TO COVER FOR EXTRA WORK.

**DID THE AGENCY FILE ANY CLAIMS AGAINST YOU?** NO

**PROJECT NAME:** DESERT VIEW AVENUE PROJECT

**PROJECT DESCRIPTION:** CITYWIDE STREET IMPROVEMENTS

**APPROXIMATE CONSTRUCTION DATES:** 2019

**AGENCY:** CITY OF DESERT HOT SPRINGS – 11999 PALM DRIVE, DESERT HOT SPRINGS, CA 92240

**CONTACT PERSON:** DANIEL PORRAS 760-329-6411

**ORIGINAL CONTRACT AMOUNT:** $741,330.98

**FINAL CONTRACT AMOUNT:** $741,330.98

**IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN:** N/A

**DID THE AGENCY FILE ANY CLAIMS AGAINST YOU?** NO

**PROJECT NAME:** TWEEDY LANE STREET IMPROVEMENT PROJECT

**PROJECT DESCRIPTION:** STREET IMPROVEMENTS

**APPROXIMATE CONSTRUCTION DATES:** JULY 2020 – AUG 2020

**AGENCY:** CITY OF DOWNEY – 11111 BROOKSHIRE AVE, DOWNEY, CA 90241

**CONTACT PERSON:** DESI GUTIERREZ 562-622-3468

**ORIGINAL CONTRACT AMOUNT:** $308,000

**FINAL CONTRACT AMOUNT:** $308,000

**IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN:** N/A

**DID THE AGENCY FILE ANY CLAIMS AGAINST YOU?** NO

**PROJECT NAME:** CHICAGO AVE RECONSTRUCTION PROJECT

**PROJECT DESCRIPTION:** STREET REHABILITATION AND RECONSTRUCTION

**APPROXIMATE CONSTRUCTION DATES:** AUG 2020 – OCT 2020

**AGENCY:** RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT – 3525 14TH STREET, RIVERSIDE, CA 92507

**CONTACT PERSON:** MEHRAN SANATI 951-255-2762

**ORIGINAL CONTRACT AMOUNT:** $ 1,424,000

**FINAL CONTRACT AMOUNT:** $1,445,396

**IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN:** ADD'L SCOPES OF WORK BY AGENCY

**DID THE AGENCY FILE ANY CLAIMS AGAINST YOU?** NO

**PROJECT NAME:** 2018/19 ARTERIAL AND MINOR STREETS MAINTENANCE PHASE 1&2

**PROJECT DESCRIPTION:** CITYWIDE STREET IMPROVEMENTS

**APPROXIMATE CONSTRUCTION DATES:** AUG 2020 – MARCH 2021

**AGENCY:** CITY OF RIVERSIDE – 3900 MAIN ST, RIVERSIDE, CA 92501

**CONTACT PERSON:** STEVEN HOWARD 951-826-5311

**ORIGINAL CONTRACT AMOUNT:** $5,050,000

**FINAL CONTRACT AMOUNT:** N/A

**IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN:** IN PROGRESS

**DID THE AGENCY FILE ANY CLAIMS AGAINST YOU?** NO

**PROJECT NAME:** FY 18-19 RESIDENTIAL STREET REHABILITATION

**PROJECT DESCRIPTION:** VARIOUS STREET IMPROVEMENTS

**APPROXIMATE CONSTRUCTION DATES:** 07/18/2019 – 12/11/2019

**AGENCY:** CITY OF PLACENTIA – 401 E. CHAPMAN AVE, PLACENTIA, CA 92870

**CONTACT PERSON:** MASOUD SEPAHI 714-920-7604

**ORIGINAL CONTRACT AMOUNT:** $606,000

**FINAL CONTRACT AMOUNT:** $616,241.42

**IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN:** C/O DUE TO EXISTING FIELD CONDITIONS.

**DID THE AGENCY FILE ANY CLAIMS AGAINST YOU?** NO

## LARGE PROJECT REFERENCES

**PROJECT NAME:** RESIDENTIAL STREET IMPROVEMENT PROJECT

**PROJECT DESCRIPTION:** STREET IMPROVEMENTS

**APPROXIMATE CONSTRUCTION DATES:** SEPT 2020 – NOV 2020

**CONSULTING COMPANY:** CITY OF ANAHEIM – 200 S. ANAHEIM BLVD, ANAHEIM, CA 92805

**CONTACT PERSON:** KAL LAMBAZ 714-765-6935

**ORIGINAL CONTRACT AMOUNT:** $1,711,000

**FINAL CONTRACT AMOUNT:** $1,733,320

**IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN:** C/O DUE TO ADDITIONAL SCOPES

**DID THE AGENCY FILE ANY CLAIMS AGAINST YOU?** NO

**PROJECT NAME:** PAVEMENT REHABILITATION FOR VARIOUS LOCAL STREETS – CDBG FISCAL YEAR 19/20

**PROJECT DESCRIPTION:** CITYWIDE PAVEMENT REHABILITATION

**APPROXIMATE CONSTRUCTION DATES:** JAN 2020 - MARCH 2020

**CONSULTING COMPANY:** CITY OF MORENO VALLEY

**CONTACT PERSON:** QUANG NGUYEN 951-413-3159

**ORIGINAL CONTRACT AMOUNT:** $1,576,000

**FINAL CONTRACT AMOUNT:** $1,445,035.72

**IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN:** REDUCTION IN QUANTITIES

**DID THE AGENCY FILE ANY CLAIMS AGAINST YOU?** NO

**PROJECT NAME:** FY 2017-18 RESIDENTIAL STREETS REHABILITATION PROJECT

**PROJECT DESCRIPTION:** CITYWIDE STREET REHABILITATION

**APPROXIMATE CONSTRUCTION DATES:** MARCH 2020-JUNE 2020

**AGENCY:** CITY OF WEST COVINA – 1444 W. GARVEY AVE S., WEST COVINA, CA 91790

**CONTACT PERSON:** OKAN DEMIRCI OKAN.DEMIRCI@TRANSTECH.ORG

**ORIGINAL CONTRACT AMOUNT:** $1,009,000

**FINAL CONTRACT AMOUNT:** $1,360,000

**IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN:** SCOPES OF WORK CHANGED BY AGENCY

**DID THE AGENCY FILE ANY CLAIMS AGAINST YOU?** NO

## REFERENCES

| GENERAL CONTRACTORS: | JOBS PERFORMED: | LOCATION: | AMOUNT: |
|---|---|---|---|
| **Fullmer Construction** | **Centerpointe** | Moreno Valley | $3,187,914.00 |
| 1725 S. Grove Ave. | **Sycamore Bus. Park** | Riverside | $999,708.00 |
| Ontario, CA 91761 | **Hillwood Hofer Ranch** | Ontario | $603,600.00 |
| Ph: 909-947-9467 | **Interchange A-E** | San Bernardino | $1,288,615.00 |
| Fax: 909-947-2970 | **San Michelle Logistics** | Moreno Valley | $670,674.00 |
| Contact: Casey Jones | **Terra Francesco** | Ontario | $524,216.00 |
| **KCS West, Inc.** | **BP Refinery Maintenance Shop** | Carson | $896,357.00 |
| 901 Corporate Ctr, Dr, 3rd flr | | | |
| Monterey Park, CA 9174 | | | |
| Ph: 323-269-0020 | | | |
| Fx: 323-263-4576 | | | |
| Contact: Matthew Vawter | | | |
| **GMC Engineering, Inc.** | **Edison** | Romoland | $1,623,480.00 |
| 1401 Warner Ave | | | |
| Tustin, CA 92780 | | | |
| Ph: 760-744-133 | | | |
| Fx: 714-247-1041 | | | |
| Contact: Gennady | | | |
| **Lusardi Construction** | **FEDEX – Otay Mesa** | San Diego | $1,335,530.00 |
| 1570 Linda Vista Dr. | **Team Nissan** | Oxnard | $669,075.00 |
| San Marcos, CA 92064 | **Edge at Campus** | El Segundo | $541,385.00 |
| Ph: 760-744-3133 | **Carmax** | Oxnard | $606,443.00 |
| Fax: 760-744-9064 | **Seabridge** | Oxnard | $329,460.00 |
| Contact Scott Staley | | | |

| | | | |
|---|---|---|---|
| **Haagen Company, LLC**<br>12302 Exposition Blvd<br>Los Angeles, CA 90064<br>Ph: 310-820-1200<br>Fx: 310-820-1225<br>Contact: Chris Fahey | **Empire Polo Club** | Indio | $1,036,745.00 |
| **ARCO National Construction Co.**<br>900 N. Rock Hill Rd<br>St. Louis, MO 63119<br>Ph: 314-963-0715<br>Fx: 314-963-7114<br>Contact: Chris Wilson | **Scannell FEDEX** | Burbank | $1,125,958.00 |
| **Grant General Contractors**<br>5051 Avenida Encinas<br>Carlsbad, CA 92008<br>Ph: 760-438-7500<br>Fx: 760-438-3056<br>Contact: Pete Burrows | **Whittier Area Community Church**<br>**Crevier BMW** | Whittier<br>Santa Ana | $625,920.00<br>$30,600.00 |

## ASPHALT RUBBER HOT MIX REFERENCES:

| GENERAL CONTRACTORS: | JOBS PERFORMED: | LOCATION: | AMOUNT: |
|---|---|---|---|
| **GMC ENGINEERING, INC.**<br>1401 Warner Ave, Ste B.<br>Tustin, CA 92780<br>Ph: 714-247-1040<br>Fx: 714-247-1041<br>Contact: Gennady Chizik | Katella Ave. St. Improv<br>Various Projects | Los Alamitos | $120,000.00 |
| **R.D OLSON CONSTRUCITON, INC.**<br>2955 Main Street, 3rd Floor<br>Irvine, CA 92614<br>Ph: 949-474-2001<br>Fx: 949-474-1534<br>Contact: Jeremy Dunn | Lido House Hotel | Newport Beach | $193,105.00 |

*IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT 714-632-6699 OR VIA EMAIL AT COREY@ONYXPAVING.NET*

## CREDIT REFERENCES

**ONYX PAVING COMPANY, INC**

**2890 E. LA CRESTA AVE**

**ANAHEIM, CA 92806**

| | | |
|---|---|---|
| PHONE: (714) 632-6699 | DATE ESTABLISHED 1/4/90 | CORP. TAX ID. # 33-0394344 |
| FAX: (714) 632-1883 | TYPE OF WORK - ASPHALT PAVING | CONTRACTORS LIC. # 630360-A |

| | |
|---|---|
| PRESIDENT: COREY R. KIRSCHNER | 14029 SPRINGWATER LN. EASTVALE, CA 92880 |
| BANK: BANK OF THE WEST | 4501 E. LA PALMA AVENUE, ANAHEIM, CA 92807 |
| | PHONE: (714) 777-9620 BRYAN PLOESSEL |
| INSURANCE AGENT: WOOD GUTMANN & BOGART | 15901 RED HILL AVE., STE. 100, TUSTIN, CA 92780 |
| | PHONE: (714) 824-8384 MICHAEL TRAN |
| SURETY AGENT: | TURNER SURETY AND INSURANCE BROKERAGE, INC. |
| | 5 HUTTON CENTRE, STE. 730, SANTA ANA, CA 92707 |
| | PHONE: (714) 915-4032 JEREMY PENDERGAST |

**CREDIT REFERENCES:**

| | | |
|---|---|---|
| MATICH CORP. | P.O. BOX 10, HIGHLAND, CA 92346 | (909) 382-7400 Steve Matich |
| ALL AMERICAN | P.O. BOX 2229, CORONA, CA 92878 | (951) 736-7600 Carl |
| KELTERITE CORP. | 12231 PANGBORN AVE.DOWNEY, CA | (562) 401-0011 Gladys |
| VULCAN MATERIALS CO. | 16013 E. FOOTHILL BLVD, IRWINDALE, CA 91702 | (858) 530-9414 Debbie |

**GENERAL CONTRACTOR REFERENCES:**

| | | |
|---|---|---|
| FULLMER CONSTRUCTION | 1725 S. GROVE AVE., ONTARIO, CA 91761 | (909) 947-9467 Casey Jones |
| BYROM-DAVEY, INC. | 13220 EVENING CREEK DR. SOUTH #103, SAN DIEGO | (858) 513-7199 Steve Davey |
| PACIFIC CONST. GROUP | 17895 SKY PARK CIR., IRVINE, CA 92614 | (949) 748-1500 Mark Bundy |
| ERICKSON-HALL CONST. CO. | 500 CORPORATE DR., ESCONDIDO, CA 92069 | (760) 796-7700 Justin Sinnott |

ERICKSON-HALL CONST. CO. 500 CORPORATE DR., ESCONDIDO, CA 92069 (760) 796-7700 **Justin Sinnott**

# RESUME

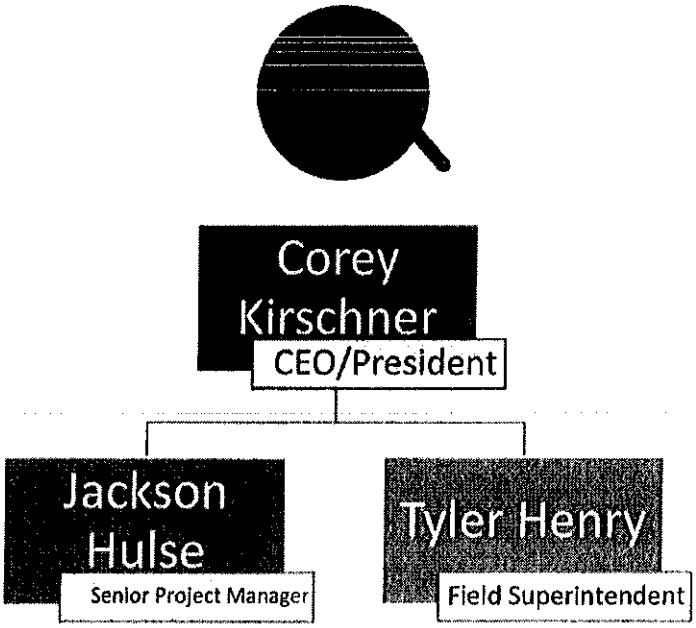
Corey Kirschner has over 20 years of experience both as an estimator and CEO. Corey is an experienced estimator and lead a majority of those years being the Chief Estimator before becoming CEO and President of Onyx Paving Company, Inc. Over the short period of time here at Onyx Paving, Corey has completed over 3,000 paving projects, allowing the company to gross over $50 million dollars in the previous year.

Jay Kirschner, Senior Project Manager, holds a Bachelor's Degree from Chapman University and has 7 years of experience upholding the maintenance supervisor and lead estimator position for Onyx Paving. He leads our team, with the project managers under his direct supervision, in managing our productions and coordinating our field mobilizations for all projects.

Tyler Henry, Field Superintendent, serves as the core of all field related matters. He has over 20 years of paving experience performing jobs that stretches from San Diego County to Ventura County. Tyler has been with Onyx in completing all of our Public Works projects. Overseeing the on-site laborers, cement masons, and operating engineers is one of his many responsibilities.

**BACKLOG ALLOCATION:**

Corey Kirschner, Jay Kirschner, and Tyler Henry oversee 100% of all current project in attached backlog.




**Key Individual Responsibilities:**

Corey Kirschner

- Manage overall operations and resources of company
- Decision maker of corporation

Jackson Hulse

- Lead project management team with organization
- Overseeing overall project scheduling, budgeting, and dispatching on all projects
- Main point of communications between company and agencies

Tyler Henry

- Lead and manage on-site labors and operators
- Coordinate daily operations and project production
- Ensuring project quality expectations are met

STATE OF CALIFORNIA

# CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

**ONYX PAVING COMPANY, INC**

**License Number 630360**

to engage in the business or act in the capacity of a contractor in the following classifications:

A - GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING

Witness my hand and seal this day,

January 4, 2019

**Issued October 9, 1991**

Mario Richardson, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

AUDIT NO: 802533

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **630360** Entity CORP

Business Name ONYX PAVING COMPANY INC

Classification(s) A C12

Expiration Date 10/31/2023 www.cslb.ca.gov

## Contractor Information

**Legal Entity Name**
ONYX PAVING COMPANY, INC.
**Legal Entity Type**
Corporation
**Status**
Active
**Registration Number**
1000004798
**Registration effective date**
7/1/2022
**Registration expiration date**
6/30/2023
**Mailing Address**
2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America
**Physical Address**
2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA United States of America
**Email Address**
**Trade Name/DBA**
**License Number(s)**
CSLB:630360

## Registration History

| Effective Date | Expiration Date |
|---|---|
| 6/25/2018 | 6/30/2019 |
| 5/8/2017 | 6/30/2018 |
| 5/25/2016 | 6/30/2017 |
| 6/10/2015 | 6/30/2016 |
| 1/6/2015 | 6/30/2015 |
| 7/1/2019 | 6/30/2022 |
| 7/1/2022 | 6/30/2023 |

## Legal Entity Information

**Corporation Number:**
**Federal Employment Identification Number:**
**President Name:** Corey Kirschner
**Vice President Name:**
**Treasurer Name:**
**Secretary Name:**
**CEO Name:**

**Agent of Service Name:** Corey Kirschner
**Agent of Service Mailing Address:** 2890 E La Cresta Ave Anaheim 92806 CA United States of America

## Workers Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:** No
**Please provide your current workers compensation insurance information below:**

| PEO InformationName | PEO Phone | PEO Email |
|---|---|---|

Insured by Carrier
**Policy Holder Name:** ONYX PAVING COMPANY, INC.
**Insurance Carrier:** ZURICH AMERICAN INSURANCE COMPANY
**Policy Number:** WC106300503
**Inception date:** 10/1/2021
**Expiration Date:** 10/1/2022

ONYX PAVING COMPANY, INC.
License # 630360 – DIR # 1000004798

# UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF ONYX PAVING COMPANY, INC. (a California corporation)

October 28, 2020

The undersigned director, constituting the entire board of directors (the "*Board*") of Onyx Paving Company, Inc., a California corporation (the "*Corporation*"), hereby takes the following actions, adopts the following resolutions, and transacts the following business, by written consent without a meeting, as of the date above written, pursuant to Section 307(b) of the General Corporation Law of the State of California and the Corporation's Bylaws:

## Approval of Loan Transaction

**WHEREAS,** Corey Kirschner is currently the Corporation's Chief Executive Officer, and Chief Financial Officer (the "*Officer*") with authority to enter into contracts on behalf of the Corporation.

**WHEREAS,** the Corporation opportunities from time to time to bid on various governmental and non-governmental projects;

**WHEREAS,** after careful consideration, the Board has determined that the terms and conditions of the proposed project in the form of the bid attached hereto as Exhibit A (the "*Project*") are just and equitable and fair as to the Corporation and that it is in the best interests of the Corporation and its stockholder to submit the bid and complete the Project subject to the terms agreed upon by the parties.

**NOW, THEREFORE, BE IT RESOLVED,** the Board on behalf of the Corporation hereby approves and ratifies the Project in all respects, and hereby authorize and direct the Corporation to negotiate, execute, deliver and perform the terms of all documents, required in connection with the Project, together with such changes thereto as may be approved by the Officer executing the same on behalf of the Corporation (pursuant to the authorization provided herein), such approval of the Officer to be conclusively evidenced by its execution and delivery of same.

**RESOLVED FURTHER,** that the Officer may execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the financing of the Corporation.

**RESOLVED FURTHER,** that the Officer is hereby authorized, directed, and empowered to execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the consummation of the Project.

**RESOLVED FURTHER**, that the Officer, in the name of the Corporation, is hereby authorized, directed, and empowered to negotiate, execute and deliver to the applicable counterparty, any and all documents with respect to the Project and other instruments as may be reasonably requested, and the Officer on behalf of the Corporation is authorized from time to time to execute renewals or extensions or other instruments as may be necessary.

**RESOLVED FURTHER**, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

The Secretary of the Corporation is directed to file the original executed copy of this Consent with the minutes of proceedings of the Corporation.

**[Signature page follows]**

ONYX PAVING COMPANY, INC.
License # 630360 – DIR # 1000004798

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent of the Board of Directors as of the date first above written.

Corey Kirschner

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ONYX PAVING COMPANY INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Notes: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2890 EAST LA CRESTA AVE

Requester's name and address (optional)

6 City, state, and ZIP code

ANAHEIM, CA 92806

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 32 - 0394344

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ ANN RAYSON Date ▶ 3/22/2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See *What is backup withholding*, later.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Wood Gutmann & Bogert
15901 Red Hill Ave., Suite 100
Tustin CA 92780

CONTACT NAME: Michael Tran
PHONE (A/C, No, Ext): 714-824-8384 FAX (A/C, No): 714-573-1770
E-MAIL ADDRESS: mtran@wgbb.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: West American Ins Co | 44393 |
| INSURER B: Zurich American Insurance Co. | 16535 |
| INSURER C: AMERICAN ZURICH INS CO | 40142 |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

License#: 0679263 ONYXP-1

INSURED
Onyx Paving Company, Inc.
2890 E. La Cresta Avenue
Anaheim CA 92806-1816

COVERAGES CERTIFICATE NUMBER: 1612732609 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | EKW5462744 | 3/12/2021 | 3/12/2022 | EACH OCCURRENCE $ 2,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 |
| | | | | | | | MED EXP (Any one person) $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE $ 4,000,000 |
| | POLICY X PRO- JECT LOC | | | | | | PRODUCTS - COMP/OP AGG $ 4,000,000 |
| | OTHER: | | | | | | $ |
| C | AUTOMOBILE LIABILITY | | | BAP1063006602 | 10/1/2020 | 10/1/2021 | COMBINED SINGLE LIMIT (Ea accident) $ 2,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) $ |
| | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE $ |
| | DED / RETENTION $ | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | WC1063006602 | 10/1/2020 | 10/1/2021 | X PER STATUTE / OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A | | | | | | E.L. EACH ACCIDENT $ 1,000,000 |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder(s) is/are named as additional insured per the attached endorsements as required by written contract subject to the terms & conditions of the policy:

GL Additional Insured Form #CG 20 10 04 13 and CG 20 37 04 13
GL Additional Insured State-Permits Form #CG 20 13 04 13
GL Primary and Non-Contributory Form #CG 20 01 04 13
GL Waiver of Subrogation Form #CG 24 04 10 04 13
GL Per Project Form #CG 88 70 12 08
See Attached...

CERTIFICATE HOLDER

Onyx Paving Company, Inc.
2890 E. La Cresta Ave.
Anaheim CA 92806

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# State of California
## Secretary of State

**S**

## Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): $25.00.
If this is an amendment, see instructions.
IMPORTANT -- READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G076477

**FILED**
In the office of the Secretary of State
of the State of California

OCT-01 2018

1. CORPORATE NAME
ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER
C1659076

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.
☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

| | CITY | STATE | ZIP CODE |
|---|---|---|---|
| 4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE<br>2890 E. LA CRESTA AVE., ANAHEIM, CA 92806 | | | |
| 5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY<br>2890 E. LA CRESTA AVE., ANAHEIM, CA 92806 | | | |
| 6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 | | | |

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

| | ADDRESS | CITY | STATE | ZIP CODE |
|---|---|---|---|---|
| 7. CHIEF EXECUTIVE OFFICER/<br>COREY KIRSCHNER | 2890 E. LA CRESTA AVE., | ANAHEIM, | CA | 92806 |
| 8. SECRETARY<br>COREY KIRSCHNER | 2890 E. LA CRESTA AVE., | ANAHEIM, | CA | 92806 |
| 9. CHIEF FINANCIAL OFFICER/<br>COREY KIRSCHNER | 2890 E. LA CRESTA AVE., | ANAHEIM, | CA | 92806 |

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

| | ADDRESS | CITY | STATE | ZIP CODE |
|---|---|---|---|---|
| 10. NAME<br>COREY KIRSCHNER | 2890 E. LA CRESTA AVE., | ANAHEIM, | CA | 92806 |
| 11. NAME | | | | |
| 12. NAME | | | | |

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
CORBY KIRSCHNER

| | CITY | STATE | ZIP CODE |
|---|---|---|---|
| 15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL<br>2890 E. LA CRESTA AVE., ANAHEIM, CA 92806 | | | |

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
ASPHALT PAVING SERVICES

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

| DATE | TYPE/PRINT NAME OF PERSON COMPLETING FORM | TITLE | SIGNATURE |
|---|---|---|---|
| 10/01/2018 | AFSHIN HAKIM | ATTORNEY | |

# State of California
## Secretary of State

**S**

## Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): $25.00.
If this is an amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

GB88157

**FILED**

In the office of the Secretary of State
of the State of California

JAN-03 2020

1. CORPORATE NAME
ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER
C1659076

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See Instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☑ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

| | | | | |
|---|---|---|---|---|
| 4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE | | CITY | STATE | ZIP CODE |
| 5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY | | CITY | STATE | ZIP CODE |
| 6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 | | CITY | STATE | ZIP CODE |

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

| | | | | |
|---|---|---|---|---|
| 7. CHIEF EXECUTIVE OFFICER/ | ADDRESS | CITY | STATE | ZIP CODE |
| 8. SECRETARY | ADDRESS | CITY | STATE | ZIP CODE |
| 9. CHIEF FINANCIAL OFFICER/ | ADDRESS | CITY | STATE | ZIP CODE |

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

| | | | | |
|---|---|---|---|---|
| 10. NAME | ADDRESS | CITY | STATE | ZIP CODE |
| 11. NAME | ADDRESS | CITY | STATE | ZIP CODE |
| 12. NAME | ADDRESS | CITY | STATE | ZIP CODE |

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

| | | | |
|---|---|---|---|
| 15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL | CITY | STATE | ZIP CODE |

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

| DATE | TYPE/PRINT NAME OF PERSON COMPLETING FORM | TITLE | SIGNATURE |
|---|---|---|---|
| 01/03/2020 | ANA BARBRA RAYPON | OFFICE MANAGER/CONTROLLER | |

SI-200 (REV 01/20 (S)

APPROVED BY SECRETARY OF STATE

# City Council Staff Report

**DATE:** April 5, 2023

**AGENDA ITEM NO:** Public Hearing - 4A

**TO:** The Honorable Mayor and City Council

**FROM:** Jessica Serrano, Interim Director of Community Development

**SUBJECT:** A public hearing to consider the following: 1) Zoning Code Amendment (ZCA-22-02) to adopt the Market Place Specific Plan (SP-22-01); 2) Zone Change (ZA-22-01) to re-zone properties from the Regional Specialty Center (R-S) zone with the Planned Development Overlay (P-D) zone to the Market Place Specific Plan (MPSP) zone; and 3) Development Agreement (DA-22-01) to amend in its entirety a Development Agreement between Monterey Park Retail Partners, LLC and the City of Monterey Park for properties collectively operating as the Monterey Park Market Place, located at 2300 Greenwood Avenue and 2000-5500 Market Place Drive, also identified by Assessor's Parcel Numbers 5275-003-024, 025, 027, 029, 030, 031, 037, and 038.

## RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening a public hearing and taking testimonial and documentary evidence;
2. After closing the public hearing and considering the evidence submitted during that public hearing:
    a. Introducing and waiving first reading of an Ordinance implementing a Zone Change (ZA-22-01) from the Regional Specialty Center (R-S) zone with the Planned Development Overlay (P-D) zone to the Market Place Specific Plan ("MPSP") zone (Exhibit B);
    b. Introducing and waiving first reading of an Ordinance approving a Development Agreement (DA-22-01) for the subject property (Exhibit C); and
3. Taking such additional, related, action that may be desirable.

## EXECUTIVE SUMMARY:

The Monterey Park Market Place development was originally approved through a Precise Plan (PP-12-01) that was intended to redevelop a brownfield site to help stimulate the local economy and create jobs while preserving the environment and public safety of the area. Since the creation and implementation of PP-12-01, Phase 1 is complete, but Phases 2 and 3 remains unbuilt. Phase 2 includes the wrap-around road south of the Leachate Treatment Plant (LTP) and Thermal Destruction Facility (TDF), and Phase 3 is the built-out of the area west of the LTP/TDF. In recent years, market forces changed the

way in which consumers conduct business: a decreased need for traditional brick-and-mortar stores and an increased demand for last mile facilities, warehouses, and auto dealerships emerged since the beginning of the COVID-19 pandemic. The applicant seeks to create flexibility to allow for land uses that help address the changing landscape of the commercial/service sector by providing a framework through the proposed Market Place Specific Plan ("MPSP") to allow for such uses. No immediate construction or development is proposed at this time.

The Project includes the adoption of the MPSP to address the eventual build-out of the Market Place; it supersedes the existing Precise Plan. The Specific Plan will be identified within the Monterey Park Municipal Code ("MPMC") and the entire Market Place Project site will be re-zoned from the Regional Specialty Center with Planned Development Overlay, to the MPSP. Further, the amended and restated Development agreement between the City and the Applicant will help ensure that the eventual build-out of the Market Place will provide a public benefit to the community.

**CEQA (California Environmental Quality Act):**

The Project is consistent with the Supplemental Environmental Impact Report ("SEIR") and Statement of Overriding Considerations certified (and adopted) by the City Council on December 19, 2012 via Resolution No. 11548 (State Clearinghouse No. 1999051058). None of the elements set forth in Public Resources Code § 21166 or CEQA Guidelines § 15162 exists. Accordingly, no subsequent or supplemental Environmental Impact Report, Mitigated Negative Declaration or Addendum is required to be prepared before adopting the Project. The Notice of Consistency is attached as Exhibit "B" to the draft Ordinances. Implementation of mitigation measures identified in the SEIR will be monitored as called for in the Mitigation Monitoring and Reporting Program adopted on December 19, 2012.

**TYPE OF ACTION (LEGISLATIVE; QUASI-JUDICIAL; OR ADVISORY)**

**Legislative:** The proposed Ordinances are legislative policy actions that, combined, would allow completion of the Market Place development. For this project, the City Council is the Planning Agency in accordance with MPMC § 2.56.020(c). In considering the proposed actions, the City Council acts in its legislative capacity. For any proposed zone changes, the City Council must make these findings (MPMC § 21.38.050):

- That the proposed zone change is consistent with the goals, policies, and objectives of the General Plan;
- That the proposed zone change will not adversely affect surrounding properties; and
- That the proposed zone change promotes public health, safety, and general welfare and serves the goals and purposes of the MPMC's zoning regulations.

These findings are included in the draft Ordinances; the facts upon which these findings rely are also included with the draft documents. Approving the proposed Development Agreement is completely within the City Council's legislative discretion.

## BACKGROUND:

The City Council approved the Market Place development on December 19, 2012 by adopting PP-12-01 to regulate its development. The Market Place property is comprised of 63.68 acres, with a General Plan land use designation of Commercial and zoning of Regional Specialty Center (R-S), with a Planned Development (P-D) overlay. Ten parcels make up the site that includes all current commercial development anchored by Costco and Home Depot, with several other retail and service businesses, and multiple commercial eating establishments or restaurants, some of which include drive-throughs.

The developed areas are accessed from Market Place Drive which is off Potrero Grande Drive in the city and Paramount Boulevard in Montebello. There are also existing Leachate Treatment Plant (LTP) and Thermal Destruction Facility (TDF) facilities (which are not part of the Monterey Park Market Place commercial development), but contained within the subject site and the MPSP. The western portion of the site, west of the LTP/TDF operations, remains vacant (Phase 3). The subject site is surrounded by Southern California Edison facilities to the north, west, and east, and the 60 Freeway to the south (see Figure 1).

**Figure 1: Monterey Park Market Place Specific Plan Aerial**

### Zoning Code Amendment

The applicant requests that the City Council approve Zoning Code Amendment (ZCA-22-02) to adopt the MPSP (SP-22-01). This will establish a Specific Plan Zone in the Municipal Code and include the regulatory document of the Specific Plan, that will govern development within the subject site. The MPSP represents a tool for development to systematically implement the General Plan and the individual development proposals in the Market Place Phase 3 project area.

Contained within the MPSP are development standards permitted within the subject site, including the additional development of Phase 3 to allow for uses which were not previously permitted or contemplated as part of PP-12-01. As identified in the Specific Plan, the uses listed below for Phase 3 of the project may include:

- Construction of a last mile distribution center of up to 97,000 square feet of floor area;
- Construction of a warehouse of up to 175,000 square feet of floor area;
- Construction of an automobile dealership with a collision or service center totaling up to 100,000 square feet of floor area; or
- Construction of up to 150,000 square feet of floor area of retail uses.

When the PP 12-01 was approved, the anticipated build-out of Phase 3 included retail uses, which remains on the list of development options. However, as the commercial and retail market has changed in the last 10 years, the developer's ability to build out with retail uses has become less easily achieved. The additional uses of a last-mile distribution center, a warehouse, or an automobile dealership are proposed alternate uses. The proposed Specific Plan sets up the framework to allow the above listed uses.

With the additional alternative uses proposed in the Market Place Specific Plan, the applicant has included a Level of Service and Vehicle Miles Traveled Screening Analysis to support an auto dealership which will result in fewer trips generated than the build-out of Phase 3 with retail uses analyzed as part of the FEIR and SEIR for the overall project. In a case where, a last mile distribution center or warehouse use is proposed, a similar traffic analysis will be necessary to ensure that those developments are not exceeding the traffic that was contemplated in the SEIR.

The proposed Specific Plan is consistent with the applicable General Plan Elements of the Land Use, Circulation, Safety and Community Service, Resource, and housing Goals and Policies as analyzed in the General Plan. Overall, the Specific Plan contains unique development standards and design guidelines to ensure that commercial development will be compatible with the site and existing development around the Specific Plan Area. This is accomplished through the inclusion of design guidelines addressing the architectural design for the future development at the Market Place.

**Zone Change**

With the creation of the MPSP Zone and its Specific Plan as described above, it is proposed that the entire site that includes 10 parcels and is 63.68 acres in size be rezoned from its current zoning of Regional Specialty Center (R-S), with a Planned Development (P-D) overlay, to the MPSP Zone (ZA-22-01). This new MPSP Zone is consistent with the General Plan Land Use Designation of Commercial, since the underlying uses permitted within the MPSP are a broad range of retail and service commercial uses. All uses that are currently existing at the site or have been previously approved will remain as permitted uses, with the additional uses listed in the Specific

Plan being permitted as well.

**Development Agreement**

Chapter 21.44 of the MPMC requires Development Agreements (DA) for large scale projects that require multiple entitlements and long-term commitment of both public and private resources. The original approval of the Market Place included a DA that was approved in 2013. However, with the new scenarios presented in Phase 3 of the project, a new DA (DA-22-01) is proposed to allow for the uses proposed and an updated public benefit payment. While the MPMC generally imposes a term of five years for development agreements – which is intended to facilitate the prompt development of approved projects – the City Council may change the term in its discretion. Here, the draft DA proposes an initial term of five years with two automatic renewals of two years each; these renewals would occur unless the DA were terminated not later than 90 days before the anniversary date (Section 20 of the DA). As a result, the applicant would have an extended time within which to construct improvements and the City would receive additional public benefit payments as contemplated by Section 6(c) of the DA. Assuming that the DA were in effect for the full nine-year term and the development was fully built out, the City could receive up to approximately $1.6M in public benefit payments.

**FISCAL IMPACT:**

Fiscal impacts associated with adopting the DA includes a public benefit payment during the term of the DA which could amount to a total amount of approximately $1.6M. This public benefit payment is separate from anticipated sales tax revenue generated from development within the Project site. Sales tax revenue generated from the Market Place is shared with the City of Montebello via a Sharing Sales Tax Agreement. Sales tax revenue payments are payable by Monterey Park to Montebello at a rate of 18% from the generated sales tax. There is no sunset to the sharing agreement.

Respectfully submitted by:

J. Serrano

Jessica Serrano
Interim Director of Community Development

Prepared by:

Beth Chow

Beth Chow, AICP
Senior Planner

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Ron Bow
City Manager

Karl Berger
City Attorney

**ATTACHMENTS:**

1. Zone Change (ZA-22-01) - Adopting Rezoning of the Market Place from Regional Specialty Center with Planned Development Overlay to the Market Place Specific Plan Ordinance
2. Market Place Development Agreement (DA-22-01) Ordinance

# ATTACHMENT 1

Zone Change (ZA-22-01) - Adopting Rezoning of the Market Place from Regional Specialty Center with Planned Development Overlay to the Market Place Specific Plan Ordinance

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE ZONING MAP (ZA-22-01) TO CHANGE THE ZONING FROM REGIONAL SPECIALTY CENTER (R-S) ZONE WITH THE PLANNED DEVELOPMENT OVERLAY (P-D) TO THE MARKET PLACE SPECIFIC PLAN (MPSP) TO ALLOW CONSTRUCTION OF THE FINAL PHASE OF THE MARKET PLACE DEVELOPMENT.**

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

**SECTION 1:** The City Council finds and declares that:

A. On September 26, 2022, Monterey Park Retail Partners, LLC, a California Limited Liability Company (the "Applicant"), submitted an application pursuant to Title 21 of the Monterey Park Municipal Code ("MPMC") requesting approval of Zone Change (ZA-22-01) to rezone the properties collectively operating as the Monterey Park Market Place, located at 2300 Greenwood Avenue and 2000-5500 Market Place Drive, also identified by Assessor's Parcel Numbers 5275-003-024, 025, 026, 027, 029, 030, 031, 037, 038, and 039 from the Regional Specialty (R-S) zone with the Planned Development Overlay (PD) zone to the Market Place Specific Plan ("MPSP") zone allow the development of its final phase with retail, auto dealership, last mile distribution, and/or warehouse uses, parking, and related improvements, along with an Amended And Restated Development Agreement ("Project");

B. The proposed Project was reviewed by the City Planner for, in part, consistency with the General Plan and conformity with the MPMC;

C. In addition, the City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq*., the "CEQA Guidelines");

D. The City Council reviewed the proposed Project and related environmental aspects of the proposal as required by the MPMC at the April 5, 2023, public hearing; and

E. The City Council has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of April 5, 2023.

**SECTION 2:** *Factual Findings and Conclusions.* The City Council finds as follows:

A. The Applicant is seeking to change the zone regulating the Project from the Regional Specialty (R-S) zone with the Planned Development Overlay (PD) zone to the Market Place Specific Plan ("MPSP") zone. The Zone Change is desirable to allow construction of the proposed Project.

B. The property is 63.38 acres (2,760,617 square feet) in size and irregularly shaped with access from Potrero Grande Drive on the west and Paramount Boulevard to the east. Currently developed on the Project site, the Monterey Park Market Place is a multi-tenant, regional shopping center featuring both large and small tenant spaces, including a gas station and various drive-through restaurants. The area west of the leachate treatment plant, is vacant and ready for development to complete the build-out of the Monterey Park Market Place.

C. The General Plan designation for the Project site is Commercial. This allows for a broad range of retail and service commercial uses, hospitality, entertainment, medical and professional offices, including those uses existing and contemplated within the Monterey Park Market Place.

**SECTION 3:** *Planning Agency*. Pursuant to MPMC § 2.56.020(C), the City Council is the Monterey Park Planning Agency for purposes of this Ordinance.

**SECTION 4:** *Environmental Assessment*. The environmental analysis set forth in Ordinance No. ___, considered in conjunction with this Ordinance, is incorporated by reference as if fully set forth including, without limitation, the Notice of Consistency. The City Manager, or designee, is directed to file a notice of determination in accordance with CEQA §§ 21152, 21167(f); CEQA Guidelines § 15094; and any other applicable law.

**SECTION 5:** *Approvals.* The zoning for the Project site is changed from the Regional Specialty (R-S) zone with the Planned Development Overlay (PD) zone to the Market Place Specific Plan ("MPSP") zone. Accordingly, the Zoning Map is amended as set forth in attached Exhibit "A," and incorporated by reference. The Market Place Specific Plan attached as Exhibit "B," and incorporated by reference, is approved as zoning for the Project site.

**SECTION 6:** *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 7:** *Enforceability*. Repeal of any provision of the Monterey Park Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

**SECTION 8:** *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 matter. The determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

**SECTION 9:** *Limitations*. The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

**SECTION 10:** *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 11:** *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

**SECTION 12:** *Publications*. The City Clerk is directed to certify the passage and adoption of this Ordinance; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

**SECTION 13:** *Recording.* 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 14:** *Effective Date.* This Ordinance becomes effective on the 30th day following its passage and adoption.

**ORDINANCE NO. ___ HAD ITS FIRST READING ON APRIL 5, 2023, ITS SECOND READING ON ____, AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTEREY PARK AT ITS REGULAR MEETING OF _____.**

**Jose Sanchez, Mayor**

**ATTEST:**

_____
**Maychelle Yee, City Clerk**

**APPROVED AS TO FORM:**

_____
**Karl H. Berger, City Attorney**

**Exhibit A: Zoning Map**
**Exhibit B: Specific Plan**

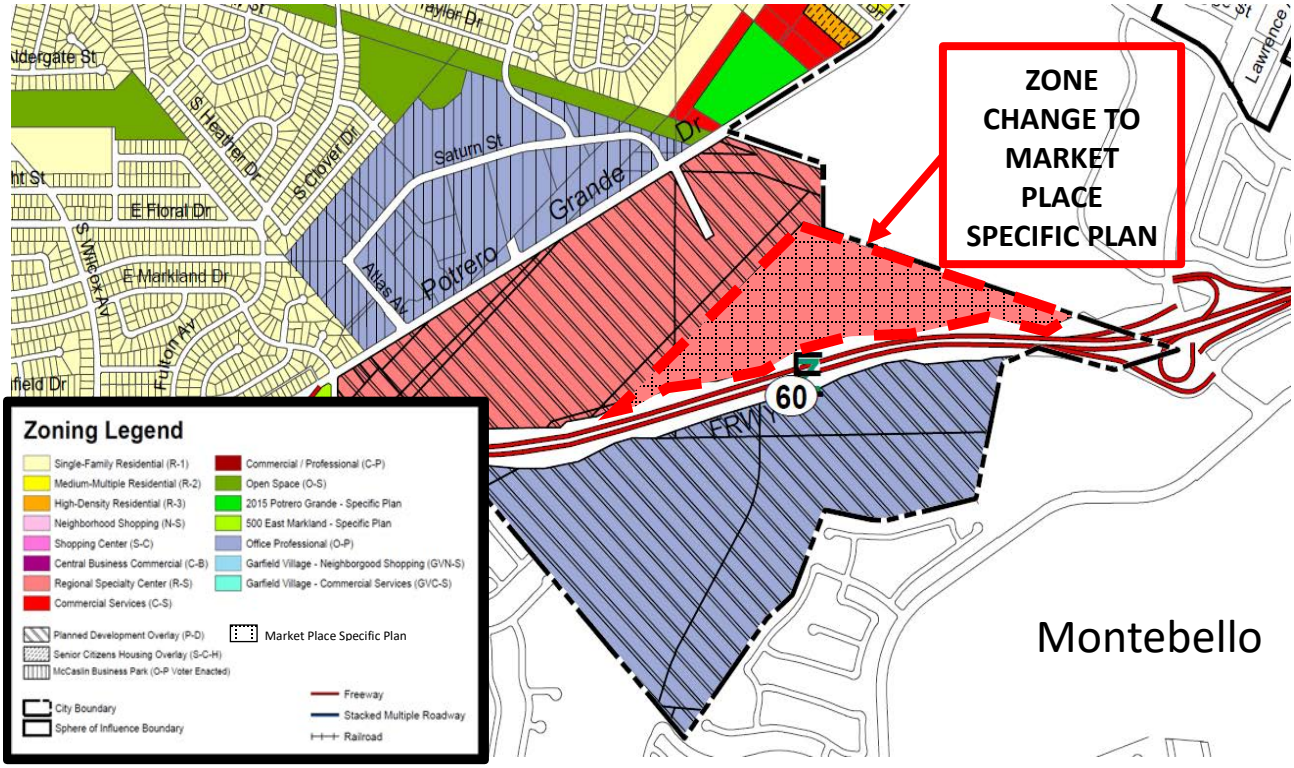
# EXHIBIT A

Zoning Map

# Exhibit A

## Existing Zoning

## Proposed Zoning



# EXHIBIT B

Market Place Specific Plan

# MARKET PLACE SPECIFIC PLAN

April 2023

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# I. INTRODUCTION

This Monterey Park Market Place Specific Plan (Specific Plan) was prepared in conformity with Government Code § 65451, *et seq*. Together with zoning regulations adopted by the Monterey Park Municipal Code (MPMC) and other Applicable Law (defined below), this Specific Plan sets forth the regulations for the development and operation of the Monterey Park Market Place project (Project or the Market Place).

Pursuant to Government Code § 65450, a specific plan must include text and a diagram or diagrams, which specify all of the following in detail:

- The distribution, location, and extent of the uses of land, including open space within the area covered by the plan.
- The proposed distribution, location, extent, and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the land area covered by the plan and needed to support the land uses described in the plan.
- Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
- A program of implementation measures, including regulations, programs, public works projects and financing measures necessary to carry out the above items.
- A discussion of the relationship of the Specific Plan to the General Plan.

This Specific Plan is compatible and consistent with the goals and policies outlined in the City of Monterey Park's General Plan (General Plan). This Specific Plan will further the goals and policies of the General Plan as more fully described below.

This Specific Plan was prepared to provide the essential relationship between the policies of the General Plan and actual development in the Project area. By functioning as a regulatory document, the Specific Plan provides a means of implementing the General Plan. All future development within the Specific Plan boundaries must be consistent with the standards set forth in this document.

## A. SPECIFIC PLAN AREA

This Specific Plan regulates real property (a triangular-shaped parcel consisting of approximately 63.68 acres) located in the southeast portion of the City of Monterey Park, in the County of Los Angeles, State of California, immediately north of the Pomona Freeway, State Route 60 (Pomona Freeway), and west of Paramount Boulevard as shown on Figure 1 (Specific Plan Area).

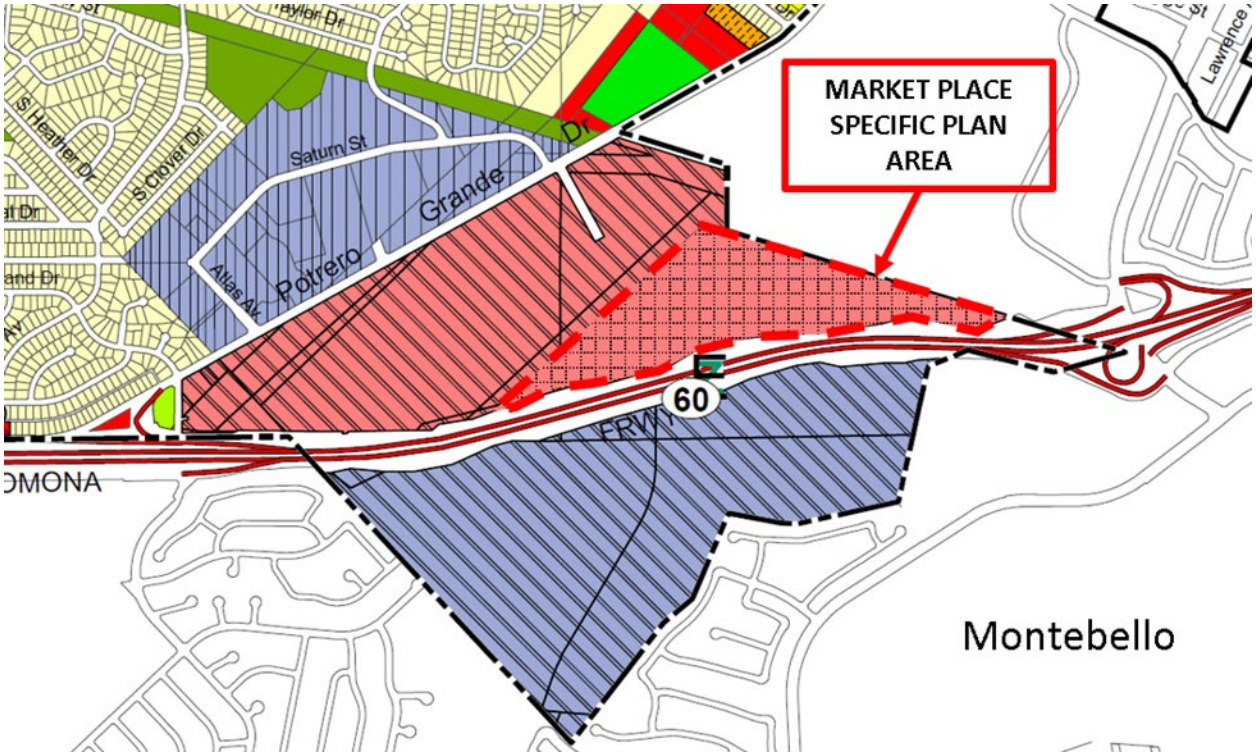



**Figure 1: Specific Plan Area**

Regional access to the Specific Plan Area is provided via the Pomona Freeway south of the Site. Paramount Boulevard provides the major access route to and from the Pomona Freeway in both eastbound and westbound directions. Local access is provided through Market Place Drive via Potrero Grande Drive (See Figure 2). The Specific Plan Area is bounded by Southern California Edison (SCE) property to the northwest and northeast, and by the Pomona Freeway to the south.

**Figure 2: Market Place Aerial – Local Access**

Other surrounding land uses include the SCE Mesa substation to the northwest and a cemetery and residential use to the northeast. The approximately 145-acre Operating Industries Incorporated (OII) landfill, also referred to as the "South Parcel" landfill, is located south of the Pomona Freeway.

## B. BACKGROUND

On or about December 19, 2012, the Monterey Park City Council adopted (a) Resolution No. 11549 approving the Monterey Park Market Place Precise Plan (PP-12-01) and Tentative Tract Map No. 071549 (TM-12-01) and certifying the Supplemental Environmental Impact Report (SCH NO. 1999051058); and (b) Resolution No. 11548 a statement of overriding considerations for the Monterey Park Market Place Precise Plan. On or about January 16, 2013, the City Council adopted Ordinance No. 2094, approving a Development Agreement between the City of Monterey Park and Monterey Park Retail Partners, LLC to allow the development of the Monterey Park Market Place. The Monterey Park Market Place Precise Plan covered the same geographical location as the Specific Plan Area.

Although part of the USEPA-designated OII landfill superfund site, the Monterey Park Market Place does not contain any hazardous materials and consists of two distinct areas. The Market Place portion that is to the east and north of Market Place Drive (which Drive is currently designated as APN 5275-003-026 and -027) is comprised of various tax parcels that have been largely developed with approximately 310,000 square feet of retail floor area:

| | |
|---|---|
| 1. APN 5275-003-030 and -031: | A retail warehouse and gas fueling depot. |
| 2. APN 5275-003-038: | A retail home improvement center. |
| 3. APN 5275-003-029, -037 and -039: | Various retail uses. |

The Market Place portion that is to the west of Market Place Drive and north of Pomona Highway (SR 60) is currently designated as APN 5275-003-025 and was not redeveloped. Between the two areas of the Market Place development, APN 5275-003-024 is the existing Leachate Treatment Plant (LTP) and Thermal Destruction Facility (TDF) facilities (which are not part of the Monterey Park Market Place development) but contained within the Specific Plan

The Monterey Park Market Place area also includes various easements on the adjacent SCE parcel for grading, utilities, parking, drainage, and other permitted uses (collectively, the SCE Easements).

The Precise Plan allowed up to 500,000 square feet of floor area, but permitted the Planning Director or Planning Commission to approve modifications allowing up to 600,000 square feet.

## C. RELATIONSHIP OF THE SPECIFIC PLAN TO PRIOR APPROVALS AND THE ZONING REGULATIONS

This Specific Plan supersedes other development regulations and standards set forth in the MPMC (MPMC Title 21) for the Specific Plan Area. Except where the provisions of this Specific Plan expressly provide otherwise, the provisions of this Specific Plan are applied in lieu of the provisions of the zoning regulations. For development standards not established as part of the Specific Plan, the standards in the zoning regulations apply. Terms used in this Specific Plan have the meanings as set forth in Section 1.D, below. Further, any terms used in this Specific Plan that are not defined or described herein have the meanings set forth for them in the MPMC.

Nothing in this Specific Plan is intended to, nor does it, revoke or modify any permits, approvals, or entitlements previously granted for the Specific Plan Area, except the Precise Plan, which is superseded in its entirety. All existing improvements and uses in the Specific Plan Area as of the effective date hereof are deemed to be in full compliance with this Specific Plan.

## D. DEFINITIONS

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Specific Plan. Words and phrases not defined by this chapter have the meaning set forth in the MPMC or Applicable Law.

“Applicable Law” means, in addition to federal and state laws and regulations, the ordinances, rules, regulations, fees and official policies of the City governing the Specific Plan area including, without limitation, the City’s zoning regulations and General Plan.

“Applicant” means the applicant for an Individual Project.

“Conceptual Development Plans” mean the conceptual development plans set forth in Section V.D.2, below.

“Data center” means facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer and/or network equipment, systems, servers, appliances and other associated components related to digital data operations. Such facility may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support sustained operations at a data center.

“Director” means the Director of Community Development, or designee.

“Floor area” means the sum of the gross areas of the floor or several floors of a building or buildings measured from the exterior faces of walls, including elevator shafts or stairwells at each

floor, floor space in penthouses and attic space with headroom of eight feet or more, and excluding basement space, open balconies, or vehicle parking or storage.

"General Plan" means the Monterey Park General Plan.

"Last Mile Distribution Center" means a warehouse and distribution facility, fulfillment center, or sortation center, that receives goods and merchandise from manufacturers or warehouses for direct delivery to purchasers, and may include customer pick-up and drop-off.

"Individual Project" means the construction, erection, addition to, or structural alteration of any building or structure, or use of building or land or change of use of a building or land, on a lot located in whole or in part within the Specific Plan Area, which requires a grading permit or building permit, but does not include the following:

Interior or exterior remodeling of an existing building, or the change of use of an existing building unless the remodeling/change of use increases the number of total a.m., p.m., or Saturday peak hour or daily trips exceeding the respective Trip Cap, as determined by the Director.

The rehabilitation or reconstruction of an existing building or structure, which was damaged or destroyed by fire, flood, wind, earthquake or other disaster, or the public enemy.

Demolition of any existing building or structure with a validly issued demolition permit.

"Project" means the Monterey Park Market Place.

"Project Clearance" means the Director's ministerial review and verification of an Individual Project's conformance with the requirements of this Specific Plan.

"SEIR" means the Supplemental Environmental Impact for the Monterey Park Market Place (SCH No. 1999051058).

"SCE" means Southern California Edison.

"Trip Cap" means the maximum number of projected a.m., p.m., and Saturday peak hour and daily trips that may be generated cumulatively by all existing and future development within the Specific Plan Area, as set forth in Section V.D.3, below.

"Warehouse" means a commercial or manufacturing unit used for the storage of goods and merchandise, together with ancillary office and other support spaces.

# II. SPECIFIC PLAN OVERVIEW

## A. PURPOSE AND AUTHORITY OF THE SPECIFIC PLAN

This Specific Plan is intended to provide for the orderly and efficient development of the Specific Plan Area in accordance with the provisions of the General Plan. In conjunction with the General Plan, the Specific Plan implements the plan for the physical development of the Specific Plan Area and a guide to all future development within the plan area.

A Specific Plan may be prepared for any defined geographic area, which might benefit from specialized land use regulations and development standards.

The Specific Plan provides for development within the Specific Plan Area and establishes the permitted uses, development intensity, site planning and development standards, design and architecture, landscaping, signs, refuse facilities, access and circulation, parking, and trip reduction measures of the Project.

## B. SPECIFIC PLAN SCOPE AND GOALS

Implementation of General Plan goals and policies will occur through the establishment of land use designations, traffic circulation patterns, development policies, and the identification of backbone infrastructure necessary to support the planned intensity of development.

To achieve this purpose, the Specific Plan has the following goals:

1. Establish the planning concept, design theme, development regulations, and procedures necessary to achieve an orderly and compatible development;
2. Implement the goals, policies, and objectives of the General Plan;
3. Establish a framework to create a successful Project with a mix of predominantly retail uses with retail-supporting uses, such as Last Mile Distribution Center and Warehouse uses;
4. Meet changing market demands for more home delivery by allowing car sales, Last Mile Distribution Center and Warehouse uses;
5. Facilitate the full build-out of the Specific Plan Area; and
6. Provide clear design guidelines and standards to allow for flexibility in the implementation and build-out of planned development within the Specific Plan area.

## C. CONSISTENCY WITH THE GENERAL PLAN

The General Plan serves as the long-term planning guide for future development throughout the City. The General Plan operates as a guide to the type of community desired for the future and provides the means to accomplish that goal. California Law and the MPMC require a Specific Plan to be consistent with the General Plan. This Specific Plan is consistent with the General Plan and advances the goals and policies identified below.

1. **Land Use Element**: The Specific Plan is consistent with the Land Use and Urban Design Element of the General Plan and the following goals and policies:
    - **Goal 1**: Commercial districts that allow a variety of retail, service, and entertainment uses and that accommodate flexibility over time.
    - **Policy 1.1:** Flexibility. Ensure zoning regulations provide flexibility regarding allowed uses.
    - **Goal 2:** Dynamic mix of businesses, uses, and employment that sustains a strong local economy and contributes to a fiscally sustainable tax base.
    - **Policy 2.1:** Flexibility. Provide flexible and clear development standards to allow commercial, professional, industrial, institutional, and hospitality businesses and uses to expand and thrive economically.
    - **Policy 2.2:** Business Growth. Facilitate the growth of a diverse business sector resilient to change over time and compatible with a broad range of skills and workers.
    - **Goal 12:** High design quality in all new commercial developments and rehabilitation projects.
    - **Policy 12.1**: Compatibility. Require new, infill, and rehabilitation projects in commercial districts be compatible with existing contexts in terms of site design, scale, building design, materials, and architectural approaches.
    - **Policy 12.2:** Comprehensive Design. Provide for comprehensive design review of new commercial development.
    - **Goal 14:** The Market Place as a regional destination for diverse shopping, dining and entertainment experiences.
    - **Policy 14.1:** Flexibility. Ensure that zoning regulations applicable to the Market Place properties provide focus for the uses the City looks to attract, while providing flexibility to accommodate emerging new uses and markets over time.
    - **Policy 14.2:** Traffic. Work with property owners and property managers to address and manage traffic associated with the Market Place, so that visitors avoid traveling through adjacent residential neighborhoods.

- **Policy 14.3:** High Design Quality. Insist upon high design quality and landscape treatments upon establishment and over time.

The land uses allowed under the Specific Plan are consistent with the Land Use Policy Map (Land Use and Urban Design Element, Figure LU-1) and the building intensity/heights are consistent with the Regulating Plan (Land Use and Urban Design Element, Figure LU-4). The Specific Plan will allow for a variety of retail and service uses, plus Last Mile Distribution Center and Warehouse uses that will facilitate home delivery of retail goods. The Specific Plan will provide flexibility by expanding the range of uses permitted in the Specific Plan Area, which will also promote a more dynamic mix of businesses and uses, create jobs, and contribute to the tax base. The expanded uses will provide a more diverse business sector and a broader range of job opportunities. The Specific Plan's architectural and landscaping standards are of high quality and are compatible with surrounding development currently existing and proposed in the vicinity of the Specific Plan Area. The Specific Plan will require the comprehensive design review of all new buildings. The Specific Plan requirements and design review will further the policy of high design quality. Consistent with the City's urban design plan, this Specific Plan requires a landscaping plan that will provide for an organized and consistent landscaping design for the Specific Plan Area, including dense plantings and mature plant materials. The Specific Plan provides requirements for circulation and for a Trip Cap, which will further the policy to manage traffic to and from the Market Place and avoid traffic in adjacent residential neighborhoods.

2. **Economic Development Element:** The Specific Plan is consistent with the Land Economic Development Element of the General Plan and the following goals and policies:
    - **Policy 1.1:** Encourage a pattern of development that balances revenue-generating land uses in phase with other uses that demand services.
    - **Policy 1.2:** Encourage the growth or relocation of industries that generate local tax and employment advantages.
    - **Goal 2.0:** Attract new businesses to the commercial Focus Areas identified in the Land Use Element.
    - **Policy 2.2:** Concentrate development in sectors where growth is forecast in the short- to mid-term. Focus efforts on retail and hospitality uses in the short-term and light industrial uses subsequently.
    - **Goal 7.0:** Create a major regional-serving commercial center north and south of Potrero Grande Drive, north of the Pomona Freeway.
    - **Policy 7.1:** Work with the City of Montebello to ensure good access to the Focus Area via Paramount Boulevard.
    - **Policy 7.2:** Encourage development of retail businesses within the OII/Edison area,

which serve a regional market and maximize tax revenue potential.

- **Policy 7.3:** Work closely with SCE to create a reuse plan for SCE properties that optimizes potential for retail commercial and complementary development.
- **Policy 7.4:** Pursue public infrastructure improvements that will support and facilitate redevelopment of the OII/Edison area.
- **Policy 7.5:** Work with Caltrans to enhance the appearance of Pomona Freeway frontage bordering the Oll/Edison area.

The Specific Plan continues the transformation of the closed OII landfill area adjacent to the Pomona Freeway into a major retail center that includes regional retail uses intended to bring additional shoppers from outside the City, or needed warehouse or distribution facility, any of which will raise additional tax revenue. The Specific Plan is anticipated to continue to attract additional national and regional retail and supporting uses to the City, thereby creating additional employment opportunities for City residents. For analysis of Goal 7.0 and Policies 7.1 through 7.5, see the discussion of the Land Use Element, above.

3. **Circulation Element:** The Specific Plan is consistent with the Circulation Element of the General Plan and the following goal and policies:
   - **Policy 4.5:** Work with the Los Angeles County Metropolitan Transportation Authority to establish bus routes and stops at appropriate locations throughout the City to adequately serve retail, employment, and other public gathering areas.
   - **Policy 5.1:** Provide for a citywide Class III bicycle path system consistent with Figure C-4 of the Circulation Element.
   - **Policy 5.2:** Require that bicycle racks and adequate pedestrian facilities be incorporated into new commercial development projects.
   - **Goal 6.0:** Ensure that all development projects provide well-designed parking facilities that are safe, convenient, and attractive.

As further described in Section V.K below, the Specific Plan area includes a bicycle path system, bike racks, an on-site bus stop, and on-site bicycle and pedestrian facilities to encourage mass transit and bicycle transportation and to reduce vehicular trips to the Site. This Specific Plan also requires landscaped parking lots with adequate lighting and pedestrian circulation plans that ensure that parking facilities will be safe, convenient, and attractive.

4. **Safety and Community Services Element:** The Specific Plan is consistent with the Safety and Community Services Element of the General Plan and the following goal and policy:
   - **Goal 7**: Minimize the potential damage to structures and loss of life that could result from earthquakes.

- **Policy 7.1**: Continue to implement California Building Code seismic safety standards for construction of new buildings. This contains the most recent seismic requirements for structural design of new development and redevelopment to minimize damage from earthquakes and other geologic activity.

All new buildings would comply with current California Building Code seismic safety standards.

- **Goal 16**: Protect the community from soil, groundwater, and leachate contamination from the OII site.
- **Policy 16.2:** Encourage commercial development on the north parcel.

This Specific Plan does not disturb, regulate, or otherwise affect the ongoing remediation and cleanup efforts on the site. The existing Leachate Treatment Plant (LTP) and Thermal Destruction Facility (TDF) facilities (which are not part of the Monterey Park Market Place) will continue to operate to process contaminants from the South Parcel of the OII site and are exempted from the regulations of this Specific Plan. This exemption applies to both the current LTP and TDF location and any other location in the Specific Plan Area where such facilities may be relocated. This Specific Plan will facilitate developing the Market Place property (north parcel) to a beneficial use by permitting the continued development and operation of a regional retail center and encouraging development of commercial and retail-supporting uses, including warehouse and distribution uses, on the existing underutilized site.

- **Policy 19.5**: Require that all non-residential developments provide adequate exterior lighting to promote visibility to deter crime and support law enforcement surveillance efforts.

As set forth in Section V.K. below, development in the Specific Plan area would provide such adequate exterior lighting.

## D. SPECIFIC PLAN IMPLEMENTATION MEASURES

1. **Introduction.** This Section addresses Government Code § 65451, which requires that specific plans include a program for implementation, including regulations, conditions, programs, and additional measures necessary to implement the Specific Plan. The responsibilities and procedures required for implementing the Specific Plan are identified in this Section, including responsibility for capital improvements and financing and the regulations that will govern its implementation.

   The Applicant(s) will finance and/or construct all public and private infrastructure improvements to support new development in the Specific Plan area including, without limitation, water mains, sewer trunk lines, dry utilities, and drainage.

Each Applicant for an Individual Project must make any unpaid contributions toward maintaining Transportation, Fire, Police, and Library services by paying development impact fees consistent with the requirements of the Specific Plan and Applicable Law.

2. **Implementation Schedule.** The infrastructure improvements, as determined by the Public Works Director and per the Finance Plan in this Section, will be matched to meet the needs of each Individual Project.

3. **Infrastructure and Public Facilities.** Consistent with Applicable Law, this Section provides an overview of the parties involved in the implementation, ownership, and long-term maintenance responsibilities for the private infrastructure and public facilities required to support the Specific Plan Area. Conceptual plans are set forth in Figure 3 (Concept Infrastructure).

4. **Financing Plan.** The financing and maintenance plan for the Specific Plan ensures the timely completion of public facilities, streets, utilities, and other necessary capital improvements, as well as the proper maintenance of these facilities. The Applicant(s) of Individual Projects will fund needed infrastructure and public facilities, through the following activities:

    a. Fund new on-site and off-site public infrastructure and services needed to support the Specific Plan development;

    b. Utilize the existing Monterey Park Transportation Improvement Program (TIP) fee programs to fund required off-site street infrastructure;

    c. Pay applicable development impact fees to fund other necessary infrastructure and public facilities;

    d. Phase on-site improvements to ensure they are constructed when necessary and when funds are available to construct public improvements; and

    e. Provide for reasonable reimbursements from other development for infrastructure costs that the Specific Plan area is required to advance.

# III. OVERVIEW OF LAND USE PLAN

## A. DEVELOPMENT CONCEPT

The Specific Plan provides a framework for developing approximately 63.68-acres in the southeast portion of Monterey Park and an additional nine-acre area of easements owned by SCE. The development is a highway oriented commercial project consisting of approximately 600,000 square feet of commercial uses and/or distribution and warehouse uses, with adequate supporting parking spaces and associated landscaping, inclusive of existing and proposed

development within the Specific Plan Area. Collectively, the Specific Plan Area and SCE easement areas are referred to as the "Site."

Development may be based on four Conceptual Development Plans, set forth in Section V.D.2, below, or as otherwise allowed under the Specific Plan.

Build-out of the Specific Plan would provide a range of economic, fiscal, and quality of life benefits to the City.

## B. LAND USE PLAN

This Specific Plan provides a framework of infrastructure and urban design that will accommodate the wide range of commercial/industrial uses anticipated over the life of the Project while remaining consistent with Monterey Park's suburban character.

New development of Individual Projects may be based on one of the Conceptual Development Plans (see Figures 4A, 4B, 4C, and 4D). Development options other than the Conceptual Development Plans are permissible as set forth in the Specific Plan.

## C. GRADING CONCEPT

Grading plans for an Individual Project's building pads, roadways, pedestrian paths, water, sewer, and other utilities will be developed as needed for each Individual Project. Grading may consist of over excavation of soils beneath proposed buildings, to a depth of three to four feet, to remove unsuitable building material.

Limited import for Individual Projects may be necessary, and is permissible, to stabilize soils depending upon the final geotechnical recommendations of a soils engineer.

All grading must be accomplished pursuant to a Grading Plan that contains the following:

a. Best management practices (BMPs).

b. Non-paved areas must be revegetated or restored promptly after installation of utilities using drought-resistant, fast-growing vegetation that would quickly stabilize exposed ground surfaces. Alternative materials rather than reseeding (e.g., gravel) may be used in accordance with the Director's direction.

c. Runoff must be conveyed in accordance with the approved site drainage plans.

d. Energy dissipaters or similar devices may be required at the end of drainpipe outlets to minimize erosion during storm events.

e. Grading cannot occur during the wet season (November 1-April 15) unless erosion control devices acceptable to the City are implemented.

f. Grading must be completed such that permanent drainage away from foundations and slabs is provided and so that water does not pond near proposed structures or pavements.

## IV. EXISTING UTILITIES AND INFRASTRUCTURE

The intent of this Section is to ensure that the Specific Plan Area is developed to support development of the proposed land uses and that on-site and off-site infrastructure systems have adequate capacity to serve the Project at build-out.

Development of Individual Projects may require improving existing infrastructure and services in the Specific Plan Area. Basic utilities, including, water, sewer, and other utilities already exist on-site.

The Government Code requires that a specific plan include text and diagrams that specify "the proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan."

This Section of the Specific Plan fulfills this requirement and meets the MPMC requirements for the preparation of specific plans. In addition, this Section facilitates orderly development by identifying "backbone" utility infrastructure needed to support the proposed development.

### A. CIRCULATION

The Specific Plan Area is accessible from Market Place Drive, Potrero Grande Drive, and Paramount Boulevard off the Pomona Freeway. Internal vehicular circulation within the Specific Plan Area is set forth in the conceptual plans (see Figures 4A, 4B, 4C, and 4D).

### B. WATER SERVICE

Water service is provided by the Monterey Park Water Utility Division and San Gabriel Valley Water District. New development within the Specific Plan Area will be served as shown in the Concept Infrastructure Plan (see Figure 3).

### C. RECLAIMED WATER

Currently there are no recycled water systems in the Specific Plan vicinity.

## D. WASTEWATER

Wastewater service is currently provided by Sanitation Districts of Los Angeles County. There is adequate sewer treatment capacity to serve build-out of the Specific Plan Area. The Concept Infrastructure Plan is attached as Figure 3.

## E. DRAINAGE

The onsite storm drain system is designed to provide 100% capture during a 25-year storm event (see Figure 3). Detention basin outlets is designed for five-year through 100-year events.

Stormwater conveyance and treatment requirements must meet City and State Water Resources Control Board MS4 Requirements. The treatment types include bioswales, bioretention cells, infiltration trenches, permeable pavement, and/or detention basins, as needed based on the proposed site plan layout.

## F. GAS/ELECTRIC/TELECOMMUNICATIONS

Dry utilities are provided by SCE and the Southern California Gas Company (see Figure 3). Telecommunications will be provided by Verizon, AT&T, Cox Communications, and/or similar communications entity. No capacity issues are identified by these service providers that would interfere with the build-out of the Specific Plan area.

## G. SOLID WASTE DISPOSAL

Solid waste disposal and recycling will be accomplished consistent with the Section V.I below. Solid waste disposal is provided by Athens Services.

## H. FIRE PROTECTION

The Monterey Park Fire Department provides fire protection services in the Specific Plan Area and has adequate personnel, equipment, and facilities to serve the Specific Plan Area.

## I. POLICE SERVICES

The Monterey Park Police Department provides police protection services in the Specific Plan Area and has adequate personnel, equipment, and facilities to serve the Specific Plan Area.

# V. DEVELOPMENT STANDARDS

The purpose of this Section is to provide development standards for review and approval by the Director of Individual Projects proposed for construction within the Specific Plan Area. Such

standards include permitted uses, materials, tenant storefronts, lighting, landscaping, signs, colors, parking, setbacks, building height, as well as access and circulation.

## A. PERMITTED USES

The uses in Table 1 are permitted within the Specific Plan Area.

**TABLE 1**

**Permitted Uses(1)**

(Numbered footnotes are explained below the table)

| | |
|---|---|
| Alcohol Sale and Service for on- or off-site consumption<br>Art / Collectibles (galleries, sales, and supplies)<br>Automotive (2)<br>Banks (3, 4)<br>Beauty/Health Spa (5)<br>Bicycle shops (rentals, sales, and repair)<br>Blueprinting and photocopying (mailbox, UPS, or FedEx type)<br>Boat / Marine Supplies, Motorcycle, Motor Scooter Sales (new or used)<br>Book or Stationary Store, including Newsstand<br>Catering Service, Food (not truck catering)<br>Cellular Phone Store, including Accessories<br>Cleaners (with no hazardous materials]<br>Clothing, Shoe, and Accessories (sales and services)<br>Computer / Software / Technology (7)<br>Data Center<br>Department Stores<br>Drugstore / Pharmacy w/Drive-through (8)<br>Electronic sales & services, such as Radio Shack<br>Fitness Center / Gym/ Health Club(9)<br>Florist / Nurseries<br>Furniture Store<br>Gas station<br>Grocery /Food Store/ Supermarket<br>Hardware / Home Improvement Store<br>Hobby /Specialty Store | Indoor Amusement/Entertainment/Arcades (10)<br>Jewelry, Watches (sales and repair)<br>Last Mile Distribution Center<br>Medical/Professional/Administrative/Service Office (11)<br>Music Shop (sales, services, and instruction)<br>Music/Movie Sale and Rental<br>Nutritional / Weight Loss Center (12)<br>Outdoor Dining<br>Parking (13)<br>Party Supplies<br>Pet shop / Pet Super Stores (14)<br>Photovoltaic Systems, including solar arrays and related infrastructure<br>Public Utility Substation/Battery Energy Storage System (15)<br>Restaurants (sit-down & drive-through)<br>Retail Eating Establishment (6)<br>Specialty Retail (16)<br>Sporting goods<br>Temporary / Seasonal stores & kiosks<br>Retail warehouse stores & discount club stores<br>Wholesale and Distribution Warehouse<br>Wireless Telecommunications Facilities Communications, such as Cellular Sites<br><br>Such other uses that the Director may determine are no more impactful than the above uses and that are otherwise consistent with the Specific Plan. |

1. Including all related and accessory uses from time to time and evolution of such uses over time.
2. Automotive uses include automobile (car and truck) dealerships for new or used vehicles (conventional or delivery such as Tesla or Carvana), including automobile preparation, storage, collision and service centers, automobile rentals, automotive parts sales such as AutoZone, O'Reilly Auto Parts, and other similar retail stores, accessory vehicle maintenance and repair located in the interior of a structure or on a surface lot, electrical vehicle charging stations and supporting infrastructure.
3. Maximum of one freestanding bank. Other bank (s) may be permitted if integrated into the premises and operation of retail tenant permitted herein. A bank building and remote ATM is considered one bank and not considered as a separate ATM.)
4. ATM Kiosk (Maximum of two).
5. Beauty/Health Spa includes other related uses such as barbershop, hair salon, nail salon, waxing, and eyebrow salons.

6. Retail Eating Establishments include without limitation bakeries, delicatessens, coffee shops, juice bars, and ice cream, frozen yogurt, and candy shops and may contain ancillary drive-through windows.
7. Computer/Software/Technology includes without limitation retail sale/service shops for cable and internet provider companies such as Xfinity, Comcast, AT&T, Dish, Time Warner Cable, T-Mobile, Verizon, Boost Mobile, and others.
8. Drug stores include without limitation cosmetics/beauty supplies/vitamin store.
9. Maximum of one big-box fitness user such as 24-Hour Fitness, LA Fitness, Crunch Fitness, etc. No limit on small boutique fitness operators such as Soul Cycle, Orange Theory Fitness, CorePower Yoga and other small gyms offering group fitness exercises which are permitted uses.
10. Indoor Amusement/Entertainment/Arcades include without limitation small shops such as internet café, painting, ceramics, and escape room, and larger shops such as indoor trampoline park, go-karting/driving ranges, mini-golf, and movie theaters.
11. Medical/ Professional/ Administrative/ Service Office includes without limitation 1) Professional, service, and administrative offices such as financial, legal, real estate, insurance offices and travel agency offices; 2) Medical offices including without limitation veterinarian, dental, optometry, urgent care, hospital/acute or urgent care, wellness, plastic surgery, medical clinic, weight loss clinic, and 3) tutoring/education establishments.
12. Nutritional/Weight Loss Center includes instructional classes for yoga, martial arts, music, dance, vitamin/supplement retail stores, and similar uses. The number of establishments is not limited by the number of "fitness centers" as noted in footnote 9 above.
13. Parking and Loading uses include surface, subsurface and structured parking for vehicles, parking and staging for trucks and tractor trailers, bicycle racks and lockers and any parking or loading for on- or offsite uses.as a primary use or accessory to a permitted use.
14. Retail Pet Store including an ancillary veterinarian facility (veterinarian facility floor area not to exceed 1,000 square feet).
15. Public Utility Substation Use includes interconnected Battery Energy Storage Systems provided by the CPUC.
16. Specialty Retail includes retail sales not associated with another permitted use, including without limitation a limited range of products or specialty items.

## B. OUTDOOR DISPLAYS AND SEASONAL SALES

1. A Home Improvement use may include outdoor displays (maximum total of 4,250 square feet adjacent to the front entrance of the building), truck rentals (maximum of 10 parked on-site at one time), and seasonal sales (maximum total of 10,300 square feet adjacent to the east side of the outdoor garden center, a total of 150 days annually).
2. Tenants greater than 50,000 square feet are permitted to include outdoor display areas (not to exceed 5% of their leased square footage) and seasonal sales (not to exceed 10% of their leased square footage, a total of 120 days annually). Specific location, duration and size of such areas are subject to the approval of the Director, provided that such areas otherwise comply with the requirements of this Specific Plan and MPMC regulations.
3. All other high-quality tenants with at least 20 stores in California or 50 stores nationally of a similar quality as stores found in other high-quality shopping centers, as determined by the Director are permitted to include outdoor display areas. Specific location, duration and size of such areas are subject to the approval of the Director, provided that such areas otherwise comply with the requirements of this Specific Plan, and MPMC.
4. Other exceptions, such as outdoor display areas or mall-wide seasonal sales, may be

granted as determined by the Director.

5. Material staging areas are permitted at the rear of major tenants (75,000 square feet or larger), provided that such staging areas do not encroach in the required 30-foot setback from the property line required pursuant to Section V.E.2.

## C. ON-SALE AND OFF-SALE ALCOHOL USES

Within the Specific Plan Area, restaurants serving alcoholic beverages are limited to five alcohol licenses upon approval by the Department of Alcoholic Beverage Control. A maximum of six drive-through uses are permitted within the Specific Plan Area, provided that such establishments meet all other design guidelines and restrictions provided in this Specific Plan.

## D. DEVELOPMENT INTENSITY

1. Maximum Permitted Floor Area**.** The maximum total permitted floor area within the Specific Plan Area may not exceed 600,000 square feet of the land uses described in Table 1.

2. Conceptual Development Plans. Individual Projects in the area that are undeveloped as of the effective date of the Specific Plan (Phase III) may be developed in accordance with one of the following Conceptual Development Plans:

   a. Option A involves construction of a Last Mile Distribution Center of up to 97,000 square feet of Floor Area (see Figure 4A).

   b. Option B involves construction of a Warehouse of up to 175,000 square feet of Floor Area (see Figure 4B).

   c. Option C involves construction of an automobile dealership with a collision and/or service center totaling up to 100,000 square feet of Floor Area (see Figure 4C).

   d. Option D involves construction of up to 150,000 square feet of Floor Area of retail uses (see Figure 4D).

   Any Individual Project may include different uses permitted by the Specific Plan, provided that the Trip Cap is not exceeded. Additional study or analysis, as required by the Director to ensure that the Trip Cap is not exceeded will be provided by project applicant.

   The location and distribution of the buildings and parking must be substantially as shown on the Conceptual Development Plans or as otherwise approved by the Director in connection with an Individual Project.

3. Trip Cap. The maximum development for the entire Specific Plan Area is limited to 1,213 projected a.m. peak hour, 1,490 projected p.m. peak hour, 2,460 projected Saturday peak hour, and 22,936 projected weekday daily trips from all existing and proposed development.

## E. SITE PLANNING STANDARDS

Site Planning Standards are those provisions that affect the site planning of an Individual Project. The categories that relate to this Specific Plan are building height, setback, and parking.

1. Building Height – Building height within the Specific Plan Area is limited to 80 feet, as measured from the adjacent grade. Architectural features are allowed to project an additional 15 feet above the roof line.
2. Floor Area Ratio – Floor Area Ratio (FAR) is limited to 0.65.
3. Setback – The Site is surrounded by SCE's right-of-way and the Pomona Freeway. The Site must maintain a 30-foot setback from property lines adjacent to a public Right-of-Way and the Freeway. The Specific Plan Area is allowed to have zero-foot setback from property lines adjacent to the SCE Easement Areas. All setbacks must be clear to the sky but may include roadways, utility infrastructure, loading, parking, landscaping, and fences and walls.
4. Aisle Width – Parking areas must use a minimum of 24-foot aisle widths for two-way configurations and a minimum of 12-foot widths for one-way configurations. Parking area aisle widths must be a minimum provide for a minimum 25-foot back-out area for parking spaces. Standard parking stalls must be a minimum 9' x 18' stall size. Compact parking spaces are permitted pursuant to Section V.E.5 below.
5. Parking Standards – The Site must comply with Applicable Law for handicapped parking area. All such parking stalls must be located reasonably near the storefronts for easy access and be striped and signed in a manner clearly showing the layouts of each parking space.
6. Compact Spaces – The Site may include compact parking spaces. Compact spaces are those reduced from the standard 9' x 18' to 7 ' 6 " x 16'. Compact stalls may not total more than 22% of the total required parking space on the site and must be clearly marked as "COMPACT," with a site layout design approved by the Director.
7. Loading Standards – Every warehousing/storage/light industrial tenant space must be provided with at least one off-street loading dock, bay, or space for every 25,000 square feet of gross floor area. The loading space must be a minimum of 12' width x 40' length x 14' height. Loading docks or bays must be provided for users that require truck loading spaces and that contain more than 50,000 square feet of floor area. Truck loading bays or docks must be located to allow for trucks to back into bays. All loading bays must be screened from sight from the public right-of-way.

## F. ARCHITECTURE AND DESIGN REVIEW

Architectural plans for Individual Projects that are determined by the Director to be consistent with following design requirements of the Specific Plan will, if otherwise compliant with Applicable Law, be approved by the Director as part of the Project Clearance.

1. Storefronts – The design standards require tenant storefronts for all retail buildings intended for more than one tenant that will ensure high quality design and use of materials consistent with that of the Specific Plan concept and will produce a variety of designs that are individually unique and are consistent with the overall design concept, subject to the Director's approval. Such storefronts must be created in a variety of volumes and spaces, to maximize each store's visibility. Storefront design may include awnings, canopies, overhangs, decorative wall treatment, pilasters, lighting fixtures, and other primary architectural elements associated with the overall design concept. Storefronts are not required for Last Mile Delivery/Warehouse uses or, as determined by the Director, any other use the design or functional requirements of which would be inconsistent with inclusion of a storefront. All storefront improvements and designs must comply with this Specific Plan as determined and approved by the Director.
2. Materials – The approved materials for the Specific Plan Area include, without limitation, simulated wood, steel, metal, cement, plaster, aluminum, manufactured stone, bricks and /or stucco or Exterior Insulation Finishing Systems. Typically, the buildings will be block, concrete or masonry tilt-up, wood or steel-framed structures.
3. Colors – Building colors are guided by, but not restricted to, the surrounding developments and environments. Potential colors for basic building structures within the Specific Plan Area will be, without limitation, as follows:
    a. Light shades of earthy tones – whites, browns, and oranges.
    b. Other potential accent colors that include greens, browns, oranges, blues, and rust/burgundy tones.
    c. Colors related to tenant's branding and/or trademarks.
    d. Changes to the color palette of the development must be approved by the Director.
4. Mechanical Equipment
    a. All mechanical rooftop and structure equipment must be fully screened and enclosed in architecturally treated parapets from view of Market Place Drive and the Site's parking areas, as required by sight lines.
    b. It is prohibited for mechanical equipment to be exposed on the wall surface of a building.
    c. Screening materials and color must be compatible with the overall building design.

d. It is prohibited for at grade backflow devices, electrical transformers, and other mechanical equipment to be located within the front or street-side setbacks or landscaping, unless located underground, with the exception of public safety features or as may be required by any utility.

5. Building / Fire Standards – The Project must comply with Applicable Law.

6. Wireless Communication Facilities – Any facilities that are used for wireless communication facilities may not exceed the allowable building height and are required to be screened from view or integrated architecturally into the structure they support and shall be subject to the Director's approval.

7. Approval of Tenant Plans –Applicants must submit all proposed tenant building plans to the Director for review. The Director may approve such plans including, without limitation, such additional changes that may be recommended by the Public Works Director, or designee, if they are consistent with this Specific Plan, any previously approved architectural plans for the building, and any prior project approvals relevant to the tenant space.

## G. LANDSCAPING

Landscape selections must accentuate the design style of nearby buildings, but matters such as life span of the trees, drought tolerance, colors, and maintenance requirements should also be incorporated into the overall design. Landscape plans require the Director's approval. All landscaping must comply with the City's Water Efficient Landscape Regulations.

1. Plant Materials -All plants must be drawn from the list of suitable plant materials provided in the following table. Exceptions for using other plant materials is allowed subject to the Director's approval. Interior trees must be at eight feet tall during installation, measured to the top of branches from ground service at tree trunk, with maximum growth height of approximately 30 feet. Exterior trees located along the entryways of the Site must be at least 10 feet tall during installation, and a maximum growth height of approximately 50 feet. There is 15-foot height limit for any plant material under SCE owned overhead power lines.

Table 2
Plant Palette

| **Botanical Name** | **Common Name** |
|---|---|
| **Tree Selections** | |
| *Eucalyptus citriodora* | Lemon Gum |

| | |
|---|---|
| *Platanus acerifolia* | London Plane |
| *Brachychiton populneus* | Bottle Tree |
| *Koelreuteria bipinata* | Chinese Flame Tree |
| *Acacia smallii* | Acacia |
| *Lagerstroemia indica* | Crape Myrle |
| *Albizia julibrissin* | Silk Tree |
| *Magnolia Grandiflora* | Southern Magnolia |
| *Pinus canariensis* | Canary Pine |
| *Liquidambar styraciflua* | Sweet Gum |
| *Geijera parviflora* | Australian Willow |
| *Ulmus parvifolia* | Chinese Elm |
| *Prosopis Glandulosa* | Honey Mesquite |
| *Magnolia grandiflora* | Southern Magnolia |
| *Quercus virginiana* | Live Oak |
| *Pinus taeda* | Lobolly Pine |
| **Shrub Selections** | |
| *Abelia grandiflora* | Abelia |
| *Carissa grandiflora* | Natal Plum |
| *Cistus purpureus* | Rockrose |
| *Lantana montevidensis* | Lantana |
| *Mahonia aquifolium* | Oregon Grape |
| *Pennisetum setaceum* | Fountain Grass |

| | |
|---|---|
| *Pittosporum varieties* | Mock Orange |
| *Tecomaria capensis* | Cape Honeysuckle |
| *Trachelospermum jasminoides* | Star Jasmine |
| *Xylosma Congestum "Compacta"* | Shiny Xylosma |
| *Viburnum tinus* | Laurustinus |
| *Rhaphiolepis varieties* | Hawthorn |
| *Juniperus varieties* | Juniper |
| *Hemerocallis 'Happy Returns'* | Happy Returns Daylily |
| *Hex cornuta 'Burfordii Nana'* | Dwarf Burford Chinese Holly |
| *Hex vomitoria 'Nana'* | Dwarf Yaupon Holly |
| *Juniperus conferta 'Blue Pacific'* | Blue Pacific Juniper |
| *Lantana montevidensis* | Gold & Purple Lantana |
| *Rhaphiolepis indica* | Indian Hawthorn |
| **Groundcover Selections** | |
| *Fragaria chiloensis* | Strawberry |
| *Gazania varieties* | Gazania |
| *Vinca minor* | Periwinkle |

2. Planting Design – Landscaping must be provided along Site roadways to accent the entrance and create a framework that flows through the entire Site. Various trees must be planted for aesthetic value and shade in the parking areas. Additional landscaping must be placed near proposed buildings to accentuate architecture style. All undeveloped areas must comply with the City's Vacant Lot regulations (MPMC § 4.30.060). Landscaping and irrigation plans signed by a landscape architect and/or landscape contractor must be submitted, and approved by the Director. Any variations to the approved plant palette requires Director approval.

The design patterns of the Site's landscaping must provide both formal and informal groupings of deciduous and evergreen shade trees, flowering shrubbery, and ground cover. The following measures incorporate the landscape design character and visual qualities for development of the Site:

a. Landscaping in the interior of the parking area must be at least 10% of the total area of the parking area. A minimum of three-foot-wide landscaped planter and/or grass area must be located adjacent to all rights-of-way and continuously maintained.

b. Landscape plans must include plans for the Landfill Cap area, where no water percolation is permitted. Raised planters and pots must be used for trees, shrubs, and floral materials in this area. Raised planters must be designed to drain into Director approved drainage systems.

c. All landscaping plans must show the location of turf, trees, shrubs, walks, fences, and any ponds, fountains, or other decorative landscaping features:

   - Indicate soils preparation, where necessary;
   - Provide a typical planting detail for trees and shrubs;
   - List the botanical and common names of all plants with the quantity of each and their container size;
   - Clearly portray the location, coverage, and specifications of the permanent automatic irrigation system.

d. Landscaping and irrigation systems must be installed as required in plans approved by the Director.

e. An automatic irrigation system must be installed in all landscaped areas to ensure proper annual irrigation. The Applicant must construct all irrigation systems. These will be segregated into metering zones with individual meters and timers that will provide appropriate irrigation for landscaping throughout the Site. These systems will also have rain and moisture detectors to prevent over irrigation. All systems will be standard in design with typical pop-up heads and flexible raisers.

f. Seasonal landscape colors must be provided as necessary, creating a livelier feel to the Site. Potential accent colors, i.e., marigolds, petunias, calendulas, must be placed at accent areas to provide additional color throughout the Site.

g. Water features must be surrounded with landscaping. Flower bowls are to be placed at the corners of the fountain to blend with the landscaping and the design style.

3. Site Furnishings – Pedestrian friendly and landscape enhancing improvements must be placed or constructed throughout the pedestrian walkways in front of the main retail storefronts and the restaurants (except in front of a home improvement store). Improvements may include benches, tables, and flowerpots that will complement the

buildings and landscaping of the Site. Other furnishings may include trash cans enclosed within holders that are also similar in design style and colors that blend in with the overall building style.

4. Screening - A six-foot high wall will be maintained to screen the LTP/TDF parcel from all public visibility. Screening of this parcel requires an approximately 20-foot retaining wall along the eastern side and portions of the northern sides of the LTP/TDF parcel boundaries. A heavy landscape treatment of ground cover, shrubs, and tall growing dense trees will be maintained around the LTP/TDF parcel, as permitted by site constraints.

5. Fences - If permitted under the SCE Easements, a six-foot high screen will be installed and maintained along the boundary and/or outer edge of the Site, subject to the approval by SCE and the Director. A six-foot fence will be installed and maintained along the Pomona Freeway Right-of-Way, as required per CalTrans standards and subject to CalTrans review and approval. Landscaping with informal groupings of trees, plants, and grass areas shall complement this portion of the Site.

6. Lighting - Lighting will create a strong, attractive night identity for the Site. Selected elements within the Site will be highlighted with illumination. These elements are selected for the ability to enhance the dimension and character of the building architecture, as well as to promote public safety. Lighting fixtures, including lighted signs, shall be state-of-the-art and energy-efficient and shall be focused down on buildings and in parking lot areas.

   All proposed decorative and shoebox lighting fixture placements must be designed to reflect best building practices regarding illumination, visibility, safety, security, and overall presentation for the night identity of the Site. Particular attention must be paid to the illumination of all sidewalks and connecting walkways. Lighting fixtures and standards shall be consistent with respect to design, materials, colors, and the established architectural building. All lighting shall be confined within the Site and the east access road. Lighting requires approval by the Police Chief, or designee, in addition to the Director.

   a. Style – Lighting fixtures in the areas of building structures, eaves, and pedestrian areas will give support to the architectural elements.

   b. Interior Parking Lot, Greenwood Avenue, and Market Place Drive – Lighting must be provided by the combined use of up to 1,000-watt, 4-Way, 3-Way, 2-way, or 1-way entablature with 40-foot-high poles (measured from the bottom of the concrete base) with “shoebox” style fixtures to flow with the style of the buildings. Within the main interior parking areas, these lighting poles are to be placed in every other row of parking aisles. All poles will have a sufficient illumination radius area to cover the aisles and to provide visibility.

c. Parking Aisles – The restaurant pads and the home improvement center may have up to 1,000-watt 3-and 2-way or 1-way entablature with 40-foot shoebox poles that are positioned to properly illuminate these areas. Positioning of the interior lights will create an average of three footcandles and not less than two footcandles within all areas of the interior aisles and not less than one footcandle at exterior aisles.

d. Boundaries – The use of 400-watt 1-way entablature with 30-foot shoebox poles shall be situated and maintained along the boundaries of the Site or a 2-way entablature along the main drive aisle that connects Market Place Drive and Greenwood Avenue to serve both the main drive aisle and the adjacent parking. The illumination will not only identify the Project perimeter but also support security measures within the retail center and the parking areas that are located along the boundary of the Site.

e. Freeway Boundary – Proper lighting will be placed and maintained along the Pomona Freeway edge of the Site to enhance the development.

f. Illumination Intensity – Light spill beyond parking lots or roadways on the perimeter of the Site may not be greater than 0.5 footcandles. Light sources must be shielded and focused to reduce visibility from residential areas and the adjacent Pomona Freeway, while maintaining public safety and adequate lighting to ensure sign visibility.

g. Security – All buildings and structures must provide proper lighting fixtures to illuminate the areas at the back of each store and the side of each building to assure proper visibility and security. Except as otherwise expressly provided in the Specific Plan, the minimum lighting level for the Specific Plan Area is one footcandle.

h. Indirect lighting – Indirect illumination of building and landscaping will be utilized to accentuate architectural features, to create interest on large wall sections, and to uplight trees and water features. The lighting plan requires Director approval.

i. Illumination Levels – Use of a variety of lighting height levels at entries, plazas, parking lots, landscaping, fountains, and other areas where evening activity is expected to create an exciting nighttime environment.

j. Decorative Lighting – Decorative light poles with ornamentation associated with the design style will be installed and maintained in pedestrian areas and walkways. Decorative wall lights must also be incorporated into storefront designs at regular intervals.

k. Entryway – Decorative light poles will be located along Market Place Drive to accent the roadways leading into the main interior retail area and provide a smooth transition of decorative lighting to standard interior lighting fixtures. Along with other amenities, these lighting designs and locations are formulated to promote pedestrian friendliness, as well as safety and security.

## H. SIGNS

A Master Sign Program (MSP) must be submitted for Phase III for Director approval, and must incorporate the MSP for Phase I and II of the development. The MSP must include all exterior signs including the location, type, height, and size of such signs for Phase III. This Section of the Specific Plan sets forth some overall design concepts and philosophy to be further refined by the MSP. The total signage is the Specific Plan Area must substantially conform the following standards.

1. Freestanding Signs – A combination of freestanding signs varying in size and height are proposed to create the initial identity for the Site and the identification of major tenants. They are located to provide direction for the Specific Plan Area. All characters, letters, logos, and other information on signs must be coordinated in placement, colors, size, and location in conformance to the Specific Plan's design theme and compatible signage that is comparable with typical regional retail centers. Table 3 reflects the types, numbers and the sizes of the freestanding signs associated with the Project.

Table 3
Free Standing Signs

| Type: | Area / Face |
|---|---|
| Pylon Signs (Up to 3) | Tenant: 900 SF each, 5,400 SF total<br>Property Identification: 200 SF each, 1,600 SF Total: 7,000 SF<br>Maximum Height: 75 feet |
| Tenant Freeway Obelisk Signs (Up to 8) | 75 SF each, 1,200 SF total Maximum Height: 25 feet |
| Monument Identity Signs (Up to 4) | 200 SF each, 1,600 SF total<br>Maximum Height: 17 feet |
| Entry Identity Signs (2) | 250 SF each, 1,000 SF total<br>Maximum Height: 17 feet |
| Signs over LTP/TDF<br>Flares (1) | Tenant: 2,500 SF<br>Property Identification: 1,200 SF<br>Total: 3,700 SF Maximum<br>Height: 65 feet |

2. To identify the Site, the following types of signage and their locations reflect the development design concept:

   a. Entry Identity Sign – The entry identity signs will be located at the "grand entrances" leading into the Site. These signs consist of tenant identification, as well as Project identification. Two entry identity signs, one placed at the main entry located at the southwest corner of Market Place Drive and Paramount Boulevard, and one placed at Potrero Grande Drive and Greenwood Avenue, will highlight the Site entry areas.

   b. Monument Identity Sign – Up to four monument identity signs will be used as key entry signs:

      - Up to two monument identity signs will be located at each side of the Market Place Drive entry near Neil Armstrong Street, near the retaining wall and the sidewalks. These signs will be similar in design, color, and material to the pylon signs described below.

      - Up to two more monument identity signs will be positioned close at the western end of the Site.

      - Up to eight tenant obelisk signs will be evenly spaced at the Site boundary along the Pomona Freeway. The design and location of these signs is to promote store and Project awareness. The major tenants of the Specific Plan Area may display their own name and/or logo on these signs. These signs may also include directional information to the Site. Signs will be internally illuminated and may contain accent lighting.

   c. Up to three pylon signs will be placed near the southern Site boundary. They will be located approximately 1,000 feet apart from each other. The pylons may accent the major tenants' identities for visibility from both sides of the Pomona Freeway. The overpass, the Pomona Freeway curves, and the Pomona Freeway's changes in elevation warrant the height of these three signs.

   d. One sign is proposed to cover the existing LTP/TDF 60-foot flares. The flares are 10 feet in diameter and are separated by approximately 20 feet. The sign will have four sides and will reach across both flares. The look of the sign will be consistent with the other proposed project signs. Although the flares are 60 feet tall, the sign will only cover approximately the top 50 feet, given that the grade of the LTP/TDF site will be five to 20 feet below the proposed grade.

3. Wall Signs –Phase III wall signs will be designed to conform to tenant design standards for color. Wall signs will be located on the front elevations of each building and in some instances on secondary elevations.

4. Digital Displays. Any sign permitted by the Specific Plan may include a digital display or electronic message board.

5. Sign Limitations – The purpose of the MSP is to ensure that sign designs are appropriate for the buildings, stores, and the surrounding context, contribute to the Specific Plan Area's identity, and are visually attractive. The following limitations denote the Site's sign approaches and types:

    a. Tenant identification signage may not extend above structure rooflines.

    b. Freestanding signs must be constructed of both individual channel letters and canned signs (only as tag lines). Wall signs will be constructed of individual channel letters with logos and tag lines, which may be constructed of canned signs with approval by the Director.

    c. Signs may display only corporate identity. Secondary signs are allowed to display tenant's general products or services offered such as: Garden Center, Installation, Pharmacy, etc.

    d. Banners are limited to the first 30 days of a store opening within the Specific Plan Area. Additional special event and seasonal sales banners are permitted for a maximum of three times per year for a duration of 45 days each and once per year for a duration of 60 days per tenant. Banners may be approved by sign permit.

    e. Absent voter approval, all Offsite Signs including, without limitation, billboards, outdoor advertising structures, and electronic message boards, are prohibited pursuant to MPMC § 21.24.220.

    f. All signs must comply with the lighting standards above.

## I. REFUSE FACILITIES

For proper waste management practices, trash enclosures and/or equipment will be strategically located in the rear of each building, if feasible. Gates must be six-foot-high. Major tenants may have their own waste management areas within their building footprints to maintain the proper visual aesthetics of the Specific Plan Area. Public waste management will be accomplished by placing on-site furniture, such as waste receptacles and ash urns, throughout the Site. To minimize solid waste generated by the Project, the following measures must be implemented:

1. Construction Phase – During Project construction, the following practices must be implemented to the maximum extent feasible:

    a. Off-site locations for construction waste exported from the Site and options for disposal of excess material should be identified. These options may include recycling of materials on-Site, sale to a broker or contractor, sale to a project in the vicinity, or transport to an environmentally cleared landfill.

b. Individual Project applicants should offer recyclable building materials, such as asphalt or concrete for sale or removal by private firms or public agencies for use in construction of other projects, if all cannot be reused on the Site.

2. Operation Phase – During Project operations, the following practices must be implemented, to the maximum extent feasible, by the Project tenants within their buildings and will be specified in lease agreements between the Applicant and individual tenants:

   a. Recovery of materials such as aluminum and cardboard;

   b. Collection of office paper for recycling;

   c. Collection of polystyrene (foam) cups for recycling;

   d. Collection of glass, plastics, kitchen grease, laser printer toner cartridges, oil, batteries, and scrap metal for recycling or recovery.

3. Design Features – The Applicant(s), tenants, and/or owner(s) of the Specific Plan Area are required to implement design features to support solid waste reduction programs, such as:

   a. Identifying the location and design of on-site recycling facilities;

   b. Providing on-site recycling receptacles to encourage recycling;

   c. Facilitating cardboard recycling (especially in retail areas) by providing adequate space and centralized locations for collection and bailing;

   d. Providing trash compactors for non-recycling materials to reduce the total volume of solid waste and the number of trips required for collection; and

   e. Providing on-site recycling receptacles in feasible locations accessible to the public to encourage recycling for all businesses, employees, and patrons.

## J. ACCESS AND CIRCULATION

The Specific Plan Area is accessible from Potrero Grande Drive, and Paramount Boulevard off of the Pomona Freeway. Market Place Drive serves as the main public/private roadway through the Specific Plan Area. See Figure 2.

## K. TRIP REDUCTION AND TRAVEL DEMAND MEASURES

Reduction of trip and travel demand measures are provided in accordance with Applicable Law. Before any development is approved within the Specific Plan Area, Applicant(s) must provide for all of the following applicable transportation demand management and trip reduction measures to promote better air quality. The Project must comply with the Development Standards for

Nonresidential Development of 100,000 square feet and also provide all of the following measures to the satisfaction of the Director and Public Works Director:

1. Displayed Information – A bulletin board, display case, or kiosk displaying transportation information located where the greatest number of employees are likely to see it. Information must include, without limitation, the following:
    a. Current maps, routes and schedules for public transit serving the Site;
    b. Telephone numbers for referrals on transportation information, including numbers for regional ridesharing agency and local transit operators;
    c. Ridesharing promotional materials supplied by commuter-oriented organizations;
    d. Bicycle route and facility information, including regional/local bicycle maps and bicycle information;
    e. A list of facilities available for car-poolers, vanpoolers, bicyclists, transit riders and pedestrians at the Site.
2. Van Pool – Not less than 10% of employee parking area must be located as close as is practical to the employee entrance(s), and be reserved for use by potential carpool/vanpool vehicles, without displacing handicapped and customer parking needs. A statement that preferential carpool/vanpool spaces for employees are available and a description of the method for obtaining such spaces must be included on the required transportation information board. Spaces will be signed/striped as demand warrants. Adequate turning radii and parking space dimensions shall also be included in van pool parking areas.
3. Bicycles – Bicycle racks or other secure bicycle parking must be provided:
    a. To accommodate four bicycles per the first fifty thousand square feet of nonresidential developments;
    b. One bicycle per each additional fifty thousand square feet of nonresidential development. Calculations, which result in a fraction of 0.5 or higher, shall be rounded up to the nearest whole number;
    c. Bicycle facilities, such as showers, lockers, and changing spaces, must be provided for every tenant employing more than 80 employees per shift, and separate facilities for all genders must be provided for tenants employing more than 160 employees per shift;
    d. A bicycle parking facility may also be fully enclosed space or locker accessible only to the owner or operator of the bicycle, which protects the bike from inclement weather, e.g., racks, lockers, or locked room, must be provided.

4. Safety – A safe and convenient zone in which vanpool and carpool vehicles may deliver or board their passengers.

5. Sidewalks – Sidewalks or other designated pathways following direct and safe routes must be maintained from the external pedestrian circulation system to each building in the development.

6. Circulation – Safe and convenient access must be maintained from the external circulation system to bicycle parking facilities on Site.

7. Employee Parking – Employee parking must be adequately provided within the total number of parking spaces planned for the Site. During peak shopping periods, off-site parking for employees may be instituted.

8. Roadway and Intersection Improvements –

   Applicant(s) are responsible for on-site roadways and intersections improvements and off-site improvements (collectively, the Traffic Improvements) as required by the Director.

   The Applicant(s) must seek approval for timely construction of the Traffic Improvements from all affected public entities, including the City of Montebello and CalTrans. Before the City issues a building permit for any Individual Project, the Applicant must establish assurances, to the satisfaction of the City Engineer and/or other approving agencies, for the construction of the Traffic Improvements. Before the City issues a final certificate of occupancy, the Applicant must provide improvement design plans satisfactory to the City Engineer and/or other approving agencies and construct all the Traffic Improvements. For any Traffic Improvements under the jurisdiction of the City of Montebello and/or CalTrans that have not been completed before the Applicant seeks its first certificate of occupancy for an Individual Project, the City may issue a temporary certificate of occupancy, provided that the Applicant first provides to the City written documentation confirming that another party committed sufficient funds for the construction of the Traffic Improvements required to be constructed at that time. Should the Applicant fail to provide such confirmation, the Applicant must place adequate funds (as mutually agreed upon by the Project applicant and the applicable entity) to fully construct such improvements in an escrow account to be used only for construction of the off-site improvements. Should the applicable entity does not approve plans to construct the off-site improvements within five years from the date the Applicant deposits such funds, any funds not being used to complete planned improvements will be returned to the Applicant.

## L. PARKING

1. Supersedes MPMC Requirements. Where this Specific Plan contains language or standards that require more parking or permit less parking than the MPMC, this Specific Plan supersedes the MPMC.
2. Parking Requirements. Individual Projects must provide parking in accordance with MPMC requirements for each proposed use, taking into account opportunities for shared parking with other proposed and existing uses and existing parking spaces.
3. Alternative-Fueled Vehicles. Preferential parking spaces for alternative-fueled vehicles, including electric vehicles and/or compressed natural gas, must be provided in the Site as required by Applicable Law. A minimum of two spaces must be equipped with vehicle recharging stations with both conductive and inductive charging capabilities. In no event, however, may the Site provide fewer vehicle charging stations than required by Applicable Law.

## M. TRIP GENERATION

The Director must confirm that the number of a.m., p.m., and Saturday peak hour and daily trips for a proposed Individual Project, based on a trip generation memorandum prepared by the Applicant's transportation engineer, to determine whether or not such trips would cause the Trip Cap to be cumulatively exceeded. The Applicant may receive a trip credit for an existing or previous entitlement and/or use that was or will be discontinued.

Trips for an Individual Project having more than one use will be calculated by adding together the trips generated by the portion of floor area of the Project devoted to each use unless the Director, based on reasonable methods, determines otherwise.

The Applicant's trip generation memorandum will be based on the then-current Institute of Transportation Engineers (ITE) Trip Generation Handbook, or such alternative rates determined to be appropriate by the Applicant's transportation engineer and approved by the Director. The determination of trips will reflect diverted and pass-by traffic trips, the effect of interaction of on-site mixed-use development, the proximity of the Project to mass transit facilities, and implementation of other transportation demand management measures.

If the Director disagrees with any of the trip generation factors as applied to an Individual Project, the Applicant may submit a proposed alternative trip generation factor for the Project, along with a traffic generation study prepared by transportation engineer, for review by the Planning Agency. Upon receiving such a study from the Applicant, the Director will cause the City Clerk to schedule a public hearing before the Monterey Park Planning Agency in accordance with the MPMC. Within 45 days after conducting a public hearing, the Planning Agency will issue written

findings that approve, disapprove, or conditionally approve the proposed alternative Trip generation factor as the Trip generation factor for the Individual Project.

## VI. INDIVIDUAL PROJECT APPROVALS

### A. PROJECT CLEARANCES AND ADMINISTRATIVE DESIGN REVIEW

1. Unless otherwise exempt, an Applicant must obtain a Project Clearance from the Director before the City issues any permit for an Individual Project.
2. The Director will issue a Project Clearance if the Individual Project is in substantial conformance with applicable provisions of this Specific Plan and other Applicable Law and the applicable mitigation measures from the SEIR in Appendix A.
3. The Applicant must pay the necessary fees consistent with the provisions of this Specific Plan and other Applicable Law.
4. The Director will approve, without change or modification, an Individual Project if it is substantially consistent with a Conceptual Development Plan and the design requirements of this Specific Plan. An Applicant may submit an alternative site plan, which the Director will review as provided in Section A.2 above.
5. The Director's approval of an Individual Project also constitutes an administrative clearance of design review pursuant to MPMC § 21.36.060.
6. Should the Director determine that an Individual Project is inconsistent with the Conceptual Development Plans or other requirements of the Specific Plan other than design requirements, the Director must provide detailed written findings as to any inconsistency to the Applicant. The Applicant may revise and resubmit the application or appeal the Director's decision as provided in Chapter VIII below.
7. If the Director determines that an Individual Project is inconsistent, or is unable to determine consistency, with the design requirements of the Specific Plan, the Director may refer the matter to the Design Review Board or Planning Commission to consider in accordance with the design review provisions of the MPMC. The Design Review Board may make recommendations to the Planning Commission, or the Planning Commission may, on its own authority, determine consistency with the design requirements of the Specific Plan. The Applicant may revise and resubmit to the Director for reconsideration of any design found to be inconsistent or appeal the decision as provided in Chapter VIII below

## B. DIRECTOR'S REVIEW

The Director's review and approval of a Project Clearance is an administrative clearance. The Director will act within 30 days after receiving an application for an Individual Project. If the Director fails to act within 30 days, the Individual Project is deemed approved. In approving a Project Clearance, the Director may impose conditions of approval as deemed necessary and those conditions of approval and SEIR mitigation measures set forth in Exhibit 1 that are applicable to the Individual Project. None of the actions by the Director under this Section VI are considered to be discretionary or require any CEQA review.

## C. ADVISORY DETERMINATION

An Applicant may request, at the Applicant's cost, that the Director conduct a preliminary review of an Individual Project application for an advisory non-binding determination of compliance with the provisions contained in this Specific Plan.

## D. RIGHTS GRANTED UNDER PROJECT CLEARANCE

A Project Clearance indicates compliance with this Specific Plan and the Applicable Law.

## E. PROJECT CLEARANCE EXPIRATION

A Project Clearance, including a design review consistency approval granted in accordance with the MPMC for an Individual Project, expires 36 months after the approval date unless within such period physical construction of the Individual Project is commenced and/or the beginning of the authorized use commenced, or the City grants a time extension in accordance with this Section. The Director may grant a one-year extension, for good cause shown, before the initial time period expires.

# VII. ADMINISTRATION OF SPECIFIC PLAN

## A. DIRECTOR AUTHORITY

1. The Director may implement this Specific Plan in accordance with Applicable Law.
2. The Director may interpret this Specific Plan. In the event that a specific use or type of use is not listed as a permitted use, the Director may determine whether the proposed use is similar to a permitted use and whether the use is permitted, permitted subject to conditions, permitted as a temporary use, or prohibited. In determining "similarity," the Director must make all of the following findings:

a. The proposed use meets the intent of, and is consistent with, the goals, objectives and policies of the general plan and the Specific Plan;

b. The proposed use does not adversely impact the public health, safety, and general welfare of the City's residents; and

c. The proposed use shares characteristics common with, and is not of greater intensity or density or does not generate more environmental impacts than, those uses listed in the permitted uses section.

## B. AMENDMENTS

1. This Specific Plan may be amended in the same manner as required for the adoption of Specific Plan.
2. The following changes to a Specific Plan require a Specific Plan amendment:

   a. Changes to the text or maps other than (i) the addition of information that does not change the effect of any regulation, or (ii) changes to a Conceptual Plan that are in substantial conformance with the Specific Plan.

   b. Changes in any Specific Plan Area boundary.

   c. Increases in the specified density for the Specific Plan Area, except as expressly authorized under the Specific Plan.

   d. Increases in Trip Caps.

   e. Changes in standards or regulations, including landscaping and design standards, except to the extent the changes constitute a Minor Modification, as set forth in MPMC § 21.32.030.

## C. ADMINISTRATIVE MODIFICATIONS

1. The Director is authorized to make technical corrections, in a form approved by the City Attorney, to maps, diagrams, tables, and other similar documents that may be required to reconcile the changes made by this Specific Plan and Applicable Law.
2. In addition, the Director is authorized to make the following technical amendments, in a form approved by the City Attorney:

   a. Realignment or modifications to internal streets serving the project, lot lines, easement locations, and grading adjustments, if approved by the City Engineer.

   b. Minor modification to design criteria such as paving treatments, architectural details, and related criteria.

   c. Minor modification to landscape treatments, fencing, lighting, pedestrian paths, and entry treatments, provided the modifications are in substantial conformance with the

purpose and intent of the specified design criteria.

## D. TIME LIMITS

Any time limit established by this Specific Plan may be extended by mutual agreement between the applicant and the Director, the Planning Agency, or the City Council, as the case may be. Any time limit must be extended to the extent of force majeure events.

# VIII. APPEALS

## A. APPEALS

1. Appeal of Director actions. The Applicant may appeal any final action or decision of the Director regarding design review to the Planning Agency.
2. Appeal of Planning Commission actions. The Applicant may appeal any final action or decision of the Planning Commission to the City Council.

# IX. CONDITIONS OF APPROVAL AND MITIGATION MEASURES

## A. CONDITIONS OF APPROVAL AND MITIGATION MEASURES

The conditions of approval, and the Mitigation Monitoring and Reporting Program adopted for the Specific Plan, both of which are included in Exhibit 1, are incorporated by reference, and are part of this Specific Plan, as if set forth in full in this Section IX.

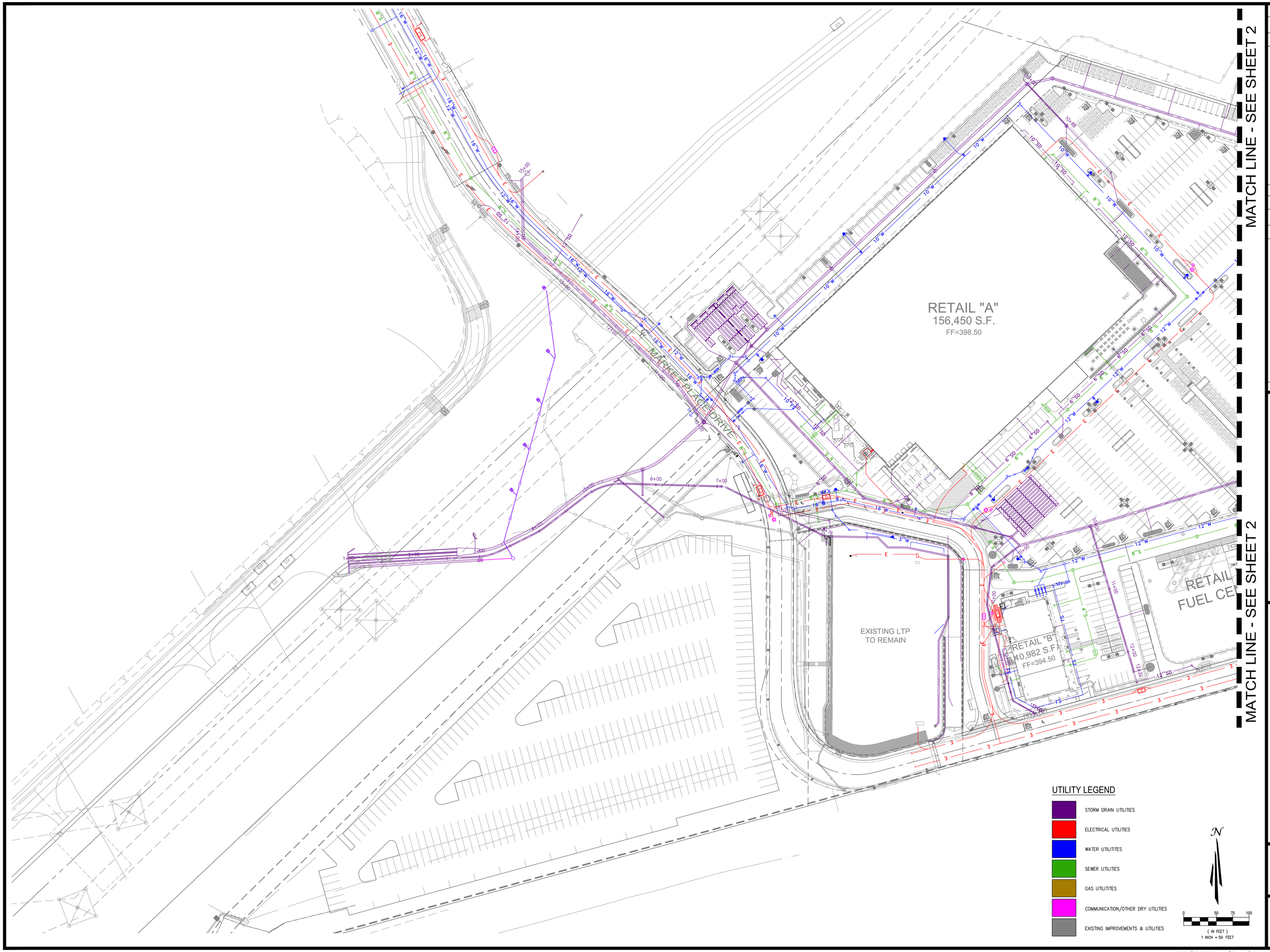
# LIST OF FIGURES AND EXHIBITS

## Figures

Figure 1: Specific Plan Area
Figure 2: Market Place Aerial – Local Access
Figure 3: Concept Infrastructure
Figure 4A: Option A – Last Mile Distribution Center
Figure 4B: Option B – Warehouse
Figure 4C: Option C – Automobile Dealership
Figure 4D: Option D – Retail
Figure LU-1: Land Use Planning Area (2020 Land Use Element)
Figure LU-4: Land Use Policy Map (2020 Land Use Element
Figure C-4: Bicycle Route Plan (2001 Circulation Element)

## Exhibits

Exhibit B: Mitigation Monitoring Program

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OVERALL UTILITY EXHIBIT

MONTEREY PARK MARKETPLACE
GREENWOOD AVE AND MARKETPLACE DR
MONTEREY PARK, CA

MONTEREY PARK RETAIL PARTNERS, LLC
200 CENTENNIAL AVE, SUITE 100
PISCATAWAY, NEW JERSEY 08854

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DATE: 2021.12.27
CHECKED: SW
DATE: 2021.12.27
REVISION #: –
DATE: –
JOB NO: SP7918

1 OF 2

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FIGURE 3 (PAGE 1 OF 2)

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DATE: –
JOB NO: SP7918

OVERALL UTILITY EXHIBIT

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MONTEREY PARK, CA
MONTEREY PARK RETAIL PARTNERS, LLC
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FIGURE 3 (PAGE 2 OF 2)

UTILITY LEGEND

STORM DRAIN UTILITIES
ELECTRICAL UTILITIES
WATER UTILITIES
SEWER UTILITIES
GAS UTILITIES
COMMUNICATION/OTHER DRY UTILITIES
EXISTING IMPROVEMENTS & UTILITIES

0 25 50 75 100
( IN FEET )
1 INCH = 50 FEET

N

MATCH LINE - SEE BOTTOM LEFT

RESTAURANT PAD 4 3,867 S.F. FF=400.50 PATIO 1050 S.F. FF=400.50

RESTAURANT PAD 3 4,555 S.F. FF=400.50 PATIO 260 S.F. FF=400.50

PAD 2B 5,000 S.F. FF=405.50

PAD 2A 4,300 S.F. FF=405.00

PAD 1 9,777 S.F. FF=404.25

OUTDOOR GARDEN CENTER 28,118 S.F.

RETAIL "D" 106,299 S.F. FF=400.75

RETAIL "C" 15,000 S.F. FF=400.50

FF=395.50 PAD=394.67

"A" WATER

MATCH LINE - SEE SHEET 2

MATCH LINE - SEE SHEET 2

MATCH LINE SEE TOP RIGHT

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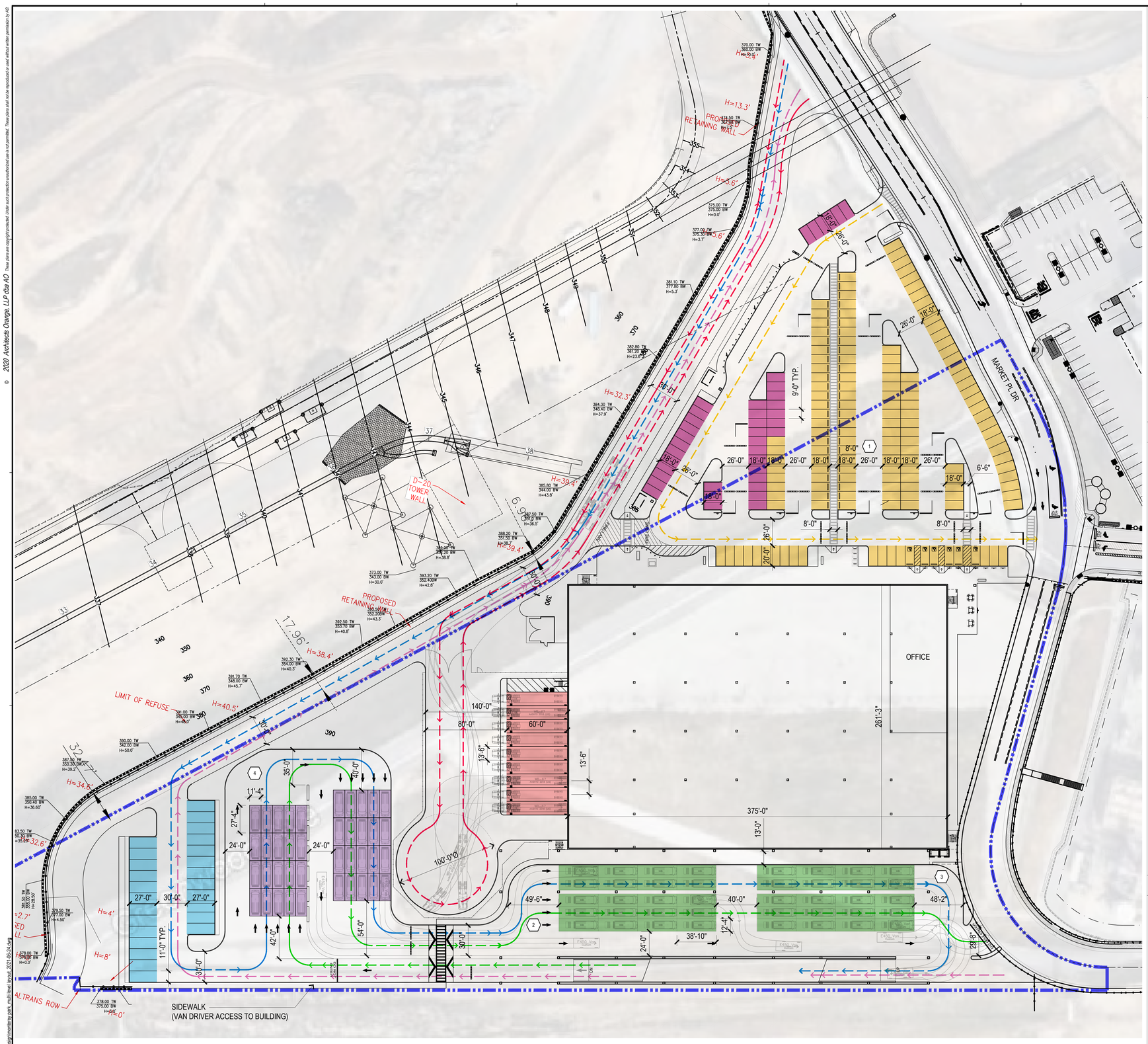


- ASSOCIATE TRAFFIC FLOW DIRECTION
- DSP/FLEX TRAFFIC FLOW DIRECTION
- DSP/FLEX RETURN TRAFFIC FLOW DIRECTION
- TRUCK TRAFFIC FLOW DIRECTION
- VAN PERSONAL TRAFFIC FLOW DIRECTION

## TRAFFIC FLOW LEGEND

N.T.S. (2)

| SITE INFORMATION | |
|---|---|
| SITE | TBD |
| LOCATION | MONTEREY PARK, CA |
| LAUNCH YEAR | TBD |
| BUILDING TYPE | BTS - MULTI-LEVEL |
| LAYOUT | 2W2F |
| BUILDING SHELL (GROSS SF) | 96,900 SF |
| OPERATIONAL SPACE (GROSS SF) | 88,600 SF |
| OFFICE SPACE (GROSS SF) | 16,600 SF |
| TOTAL PLOT SIZE (ACRES) | 9.3 ACRES (APPROX) |
| USABLE ACREAGE (ACRES) | 9.3 ACRES (APPROX) |
| CAPACITY | TBD |
| SHIPMENTS PER ROUTE | TBD |
| DISPATCH WAVES | TBD |
| **PARKING ASSUMPTIONS** | |
| QUEUING SPOTS FOR PARKING | TBD |
| LOADING SPOTS FOR PARKING | TBD |
| ASSOCIATE PARKING RATIO | 100% |

## SITE DESIGN INFORMATION

N.T.S. (3)

| ASSOCIATE PARKING LOT (9'x18') | REQUIRED | PROVIDED | Delta (+/-) |
|---|---|---|---|
| ASSOCIATE STALLS | 103 | 103 | 0 |
| AMZL MANAGER STALLS | 15 | 15 | 0 |
| DSP MANAGER STALLS | 20 | 20 | 0 |
| CUSTOMER STALLS | 3 | 3 | 0 |
| VISITOR STALLS | 3 | 3 | 0 |
| VAN DRIVER PERSONAL STALLS (9'x18') | 40 | 40 | 0 |
| **ASSOCIATE PARKING LOT TOTAL** | **184** | **184** | **0** |
| ACCESSIBLE STALLS* (AUTO: 9'x18') | 5 | 5 | 0 |
| ACCESSIBLE STALLS* (VAN: 12'x18') | 1 | 1 | 0 |

| VAN PARKING LOT (11'x27') | REQUIRED | PROVIDED | Delta (+/-) |
|---|---|---|---|
| VAN STALLS | 291 | 365 | 74 |
| VAN DRIVER PERSONAL STALLS (11'x27') | 80 | 80 | 0 |
| VAN BUFFER STALLS | 15 | 15 | 0 |
| **VAN PARKING LOT TOTAL** | **386** | **460** | **74** |

| VAN QUEUING AND LOADING | REQUIRED | PROVIDED | Delta (+/-) |
|---|---|---|---|
| VAN QUEUING SPOTS | 40 | 40 | 0 |
| VAN LOADING SPOTS | 40 | 40 | 0 |

| TRUCK YARD | REQUIRED | PROVIDED | Delta (+/-) |
|---|---|---|---|
| DOCK DOORS/STALLS | 8 | 8 | 0 |
| TRASH/RECYCLING DOORS/STALLS | 1 | 1 | 0 |
| TRAILER PARKING STALLS | 0 | 0 | 0 |

*ACCESSIBLE STALL COUNTS TO BE EXCLUDED FROM ASSOCIATE PARKING LOT TOTALS. AOR TO PROVIDE "REQUIRED" COUNT PER AHJ ACCESSIBILITY CODE

## PARKING BREAKDOWN

N.T.S. (4)

(1) ASSOCIATE DRIVE AISLE = 26'-0" PER CITY STANDARDS (24'-0" TYPICAL)

(2) CLEARANCE BEHIND LAST QUEUING PAD = 49'-6" DUE TO SITE CONSTRAINTS. (±71'-0" TYPICAL)

(3) CLEARANCE IN FRONT OF FIRST LAUNCH PAD = 48'-2" DUE TO SITE CONSTRAINTS. (70'-2" TYPICAL)

(4) ALTERNATE BYPASS LANE/QUEUING CONFIGURATION USED DUE TO SITE CONSTRAINTS.

N

0 5' 10' 20' 40' 60' 80'

MONTEREY PARK

SCALE: 1" = 40'-0"

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

## SITE CONCEPT - OVERALL SITE PLAN

1"=40'-0" (1)

## DEVIATIONS FROM PROTOTYPE STANDARDS

N.T.S. (5)

Architecture. Design. Relationships.

SEAL

CONSULTANT

**MONTEREY PARK DELIVERY STATION**

MARKETPLACE DR.
MONTEREY PARK, CA 91755

Project Number: 2021-241
Plan Check Number: xxxx

SHEET

**FIGURE 4A (Page 1 of 2)**



ref
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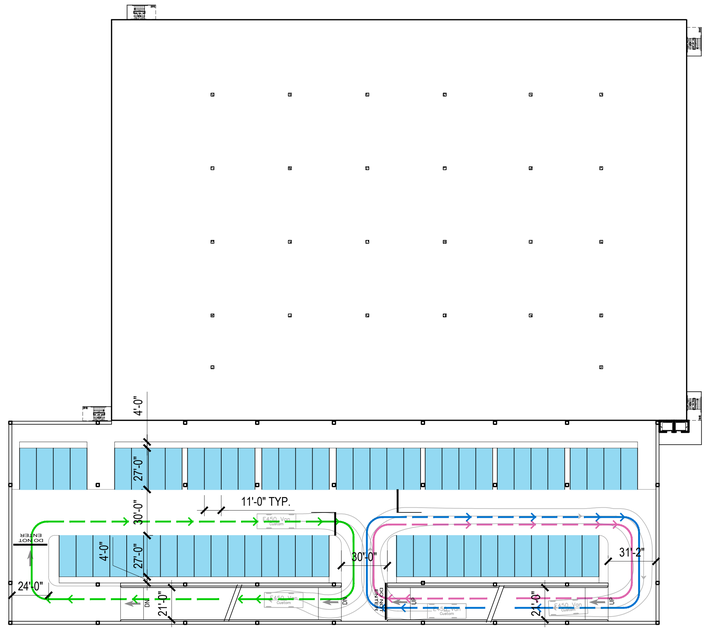
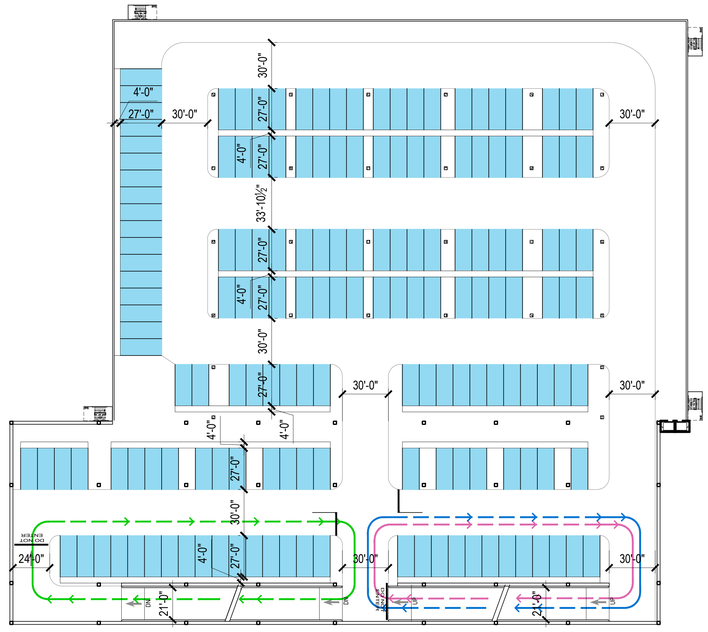
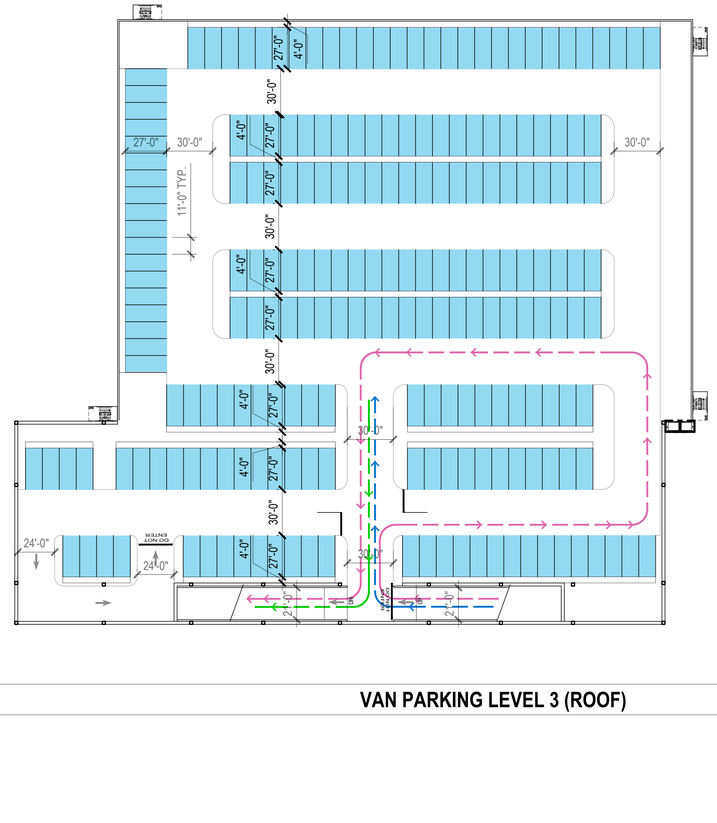


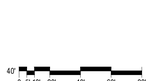

## VAN PARKING LEVEL 1 — 1"=40'-0" — 1A

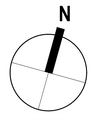



## VAN PARKING LEVEL 2 — 1"=40'-0" — 1B




## VAN PARKING LEVEL 3 (ROOF) — 1"=40'-0" — 1C




MONTEREY PARK
SCALE: 1" = 40'-0"

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

ASSOCIATE TRAFFIC FLOW DIRECTION
DSP/FLEX TRAFFIC FLOW DIRECTION
DSP/FLEX RETURN TRAFFIC FLOW DIRECTION
TRUCK TRAFFIC FLOW DIRECTION
VAN PERSONAL TRAFFIC FLOW DIRECTION

## TRAFFIC FLOW LEGEND — N.T.S. — 2

| SITE INFORMATION | |
|---|---|
| SITE | TBD |
| LOCATION | MONTEREY PARK, CA |
| LAUNCH YEAR | TBD |
| BUILDING TYPE | BTS - MULTI-LEVEL |
| LAYOUT | 2W2F |
| BUILDING SHELL (GROSS SF) | 96,900 SF |
| OPERATIONAL SPACE (GROSS SF) | 88,600 SF |
| OFFICE SPACE (GROSS SF) | 16,600 SF |
| TOTAL PLOT SIZE (ACRES) | 9.3 ACRES (APPROX) |
| USABLE ACREAGE (ACRES) | 9.3 ACRES (APPROX) |
| CAPACITY | TBD |
| SHIPMENTS PER ROUTE | TBD |
| DISPATCH WAVES | TBD |
| **PARKING ASSUMPTIONS** | |
| QUEUING SPOTS FOR PARKING | TBD |
| LOADING SPOTS FOR PARKING | TBD |
| ASSOCIATE PARKING RATIO | 100% |

## SITE DESIGN INFORMATION — N.T.S. — 3

| ASSOCIATE PARKING LOT (9'x18') | REQUIRED | PROVIDED | Delta (+/-) |
|---|---|---|---|
| ASSOCIATE STALLS | 103 | 103 | 0 |
| AMZL MANAGER STALLS | 15 | 15 | 0 |
| DSP MANAGER STALLS | 20 | 20 | 0 |
| CUSTOMER STALLS | 3 | 3 | 0 |
| VISITOR STALLS | 3 | 3 | 0 |
| VAN DRIVER PERSONAL STALLS (9'x18') | 40 | 40 | 0 |
| **ASSOCIATE PARKING LOT TOTAL** | **184** | **184** | **0** |
| ACCESSIBLE STALLS* (AUTO: 9'x18') | 5 | 5 | 0 |
| ACCESSIBLE STALLS* (VAN: 12'x18') | 1 | 1 | 0 |

| VAN PARKING LOT (11'x27') | REQUIRED | PROVIDED | Delta (+/-) |
|---|---|---|---|
| VAN STALLS | 291 | 365 | 74 |
| VAN DRIVER PERSONAL STALLS (11'x27') | 80 | 80 | 0 |
| VAN BUFFER STALLS | 15 | 15 | 0 |
| **VAN PARKING LOT TOTAL** | **386** | **460** | **74** |

| VAN QUEUING AND LOADING | REQUIRED | PROVIDED | Delta (+/-) |
|---|---|---|---|
| VAN QUEUING SPOTS | 40 | 40 | 0 |
| VAN LOADING SPOTS | 40 | 40 | 0 |

| TRUCK YARD | REQUIRED | PROVIDED | Delta (+/-) |
|---|---|---|---|
| DOCK DOORS/STALLS | 8 | 8 | 0 |
| TRASH/RECYCLING DOORS/STALLS | 1 | 1 | 0 |
| TRAILER PARKING STALLS | 0 | 0 | 0 |

*ACCESSIBLE STALL COUNTS TO BE EXCLUDED FROM ASSOCIATE PARKING LOT TOTALS. AOR TO PROVIDE "REQUIRED" COUNT PER AHJ ACCESSIBILITY CODE

## PARKING BREAKDOWN — N.T.S. — 4

1. ASSOCIATE DRIVE AISLE = 26'-0" PER CITY STANDARDS (24'-0" TYPICAL)
2. CLEARANCE BEHIND LAST QUEUING PAD = 49'-6" DUE TO SITE CONSTRAINTS. (±71'-0" TYPICAL)
3. CLEARANCE IN FRONT OF FIRST LAUNCH PAD = 48'-2" DUE TO SITE CONSTRAINTS. (70'-2" TYPICAL)
4. ALTERNATE BYPASS LANE/QUEUING CONFIGURATION USED DUE TO SITE CONSTRAINTS.

## DEVIATIONS FROM PROTOTYPE STANDARDS — N.T.S. — 5

Architecture. Design. Relationships.

SEAL

CONSULTANT

**MONTEREY PARK DELIVERY STATION**
MARKETPLACE DR.
MONTEREY PARK, CA 91755

Project Number: 2021-241
Plan Check Number: xxxx

SHEET
FIGURE 4A
(Page 2 of 2)



ref:
border last saved: Jun/28/2021 10:54 PM by: dellac
drawing file name: p:\2021-241\prjs monterey park\design\ute design\monterey park, multi level layout 2021-06-24.dwg
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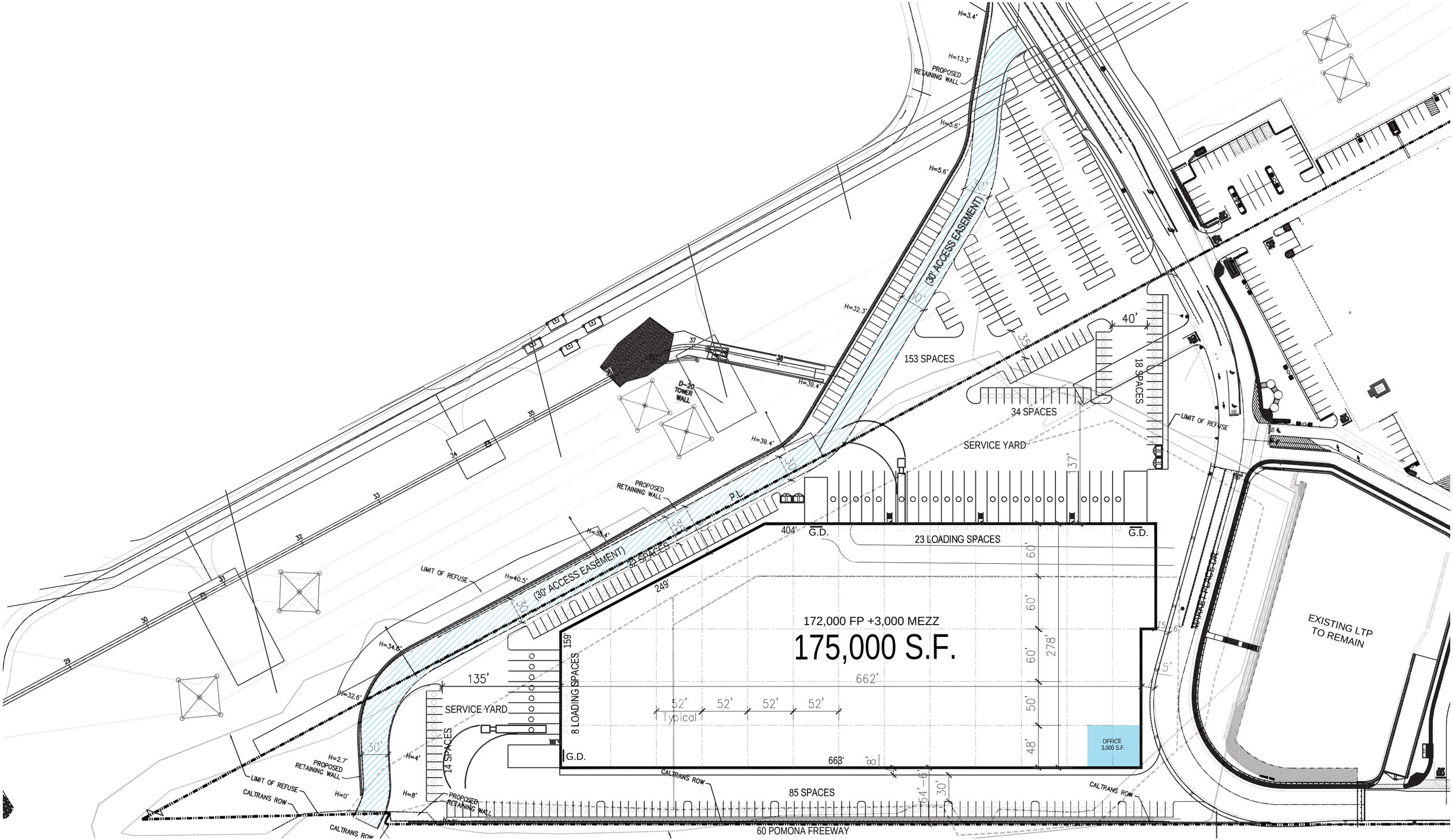



M&M REALTY PARTNERS

# MONTEREY PARK INDUSTRIAL

Monterey Park, Ca 91755

**INDUSTRIAL FACILITY**
Site Plan

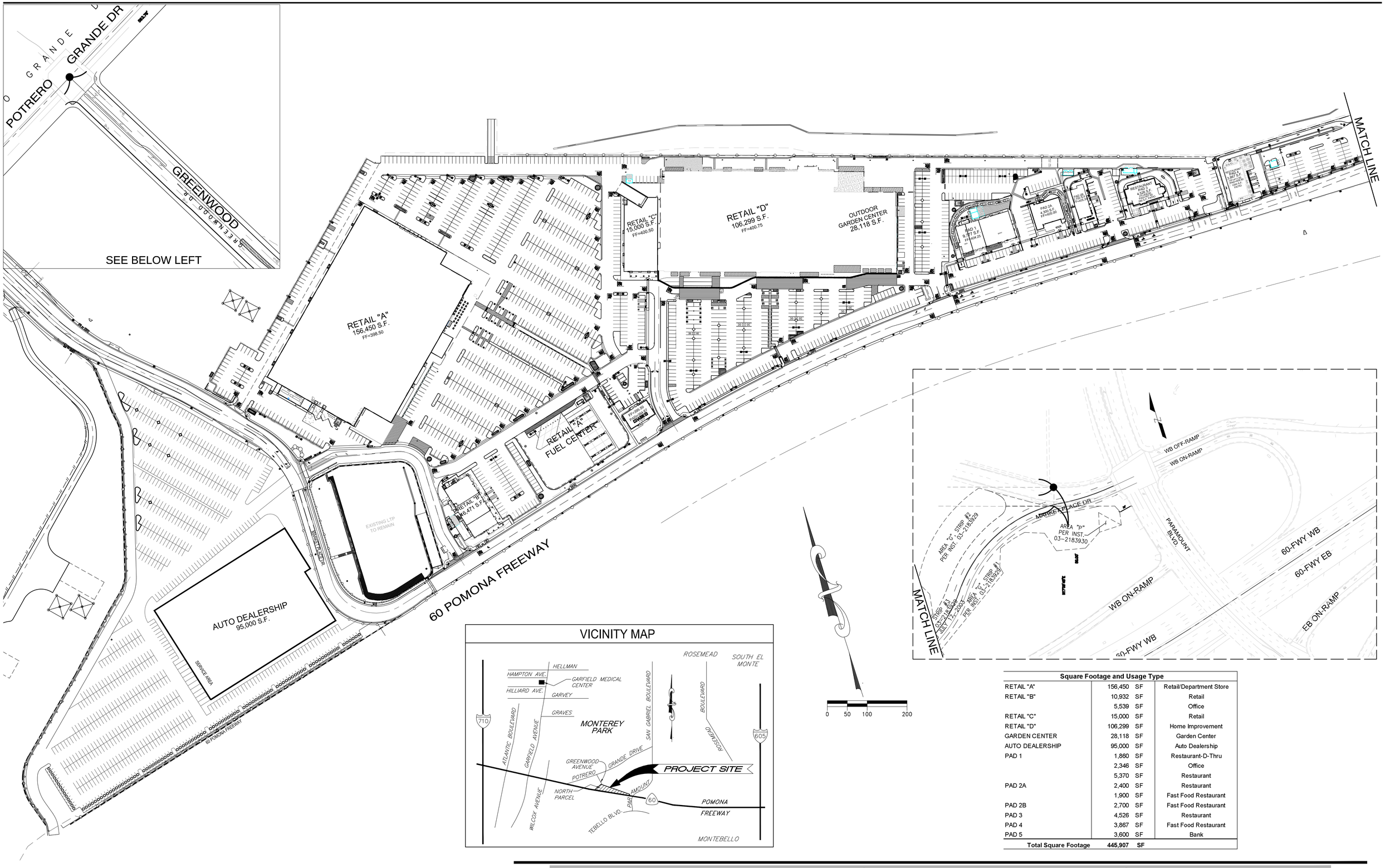
Architecture. Design. Relationships.



Scale 1"=100'-0"
Job No. 2021-241
Date 2021-07-20

01

FIGURE 4B











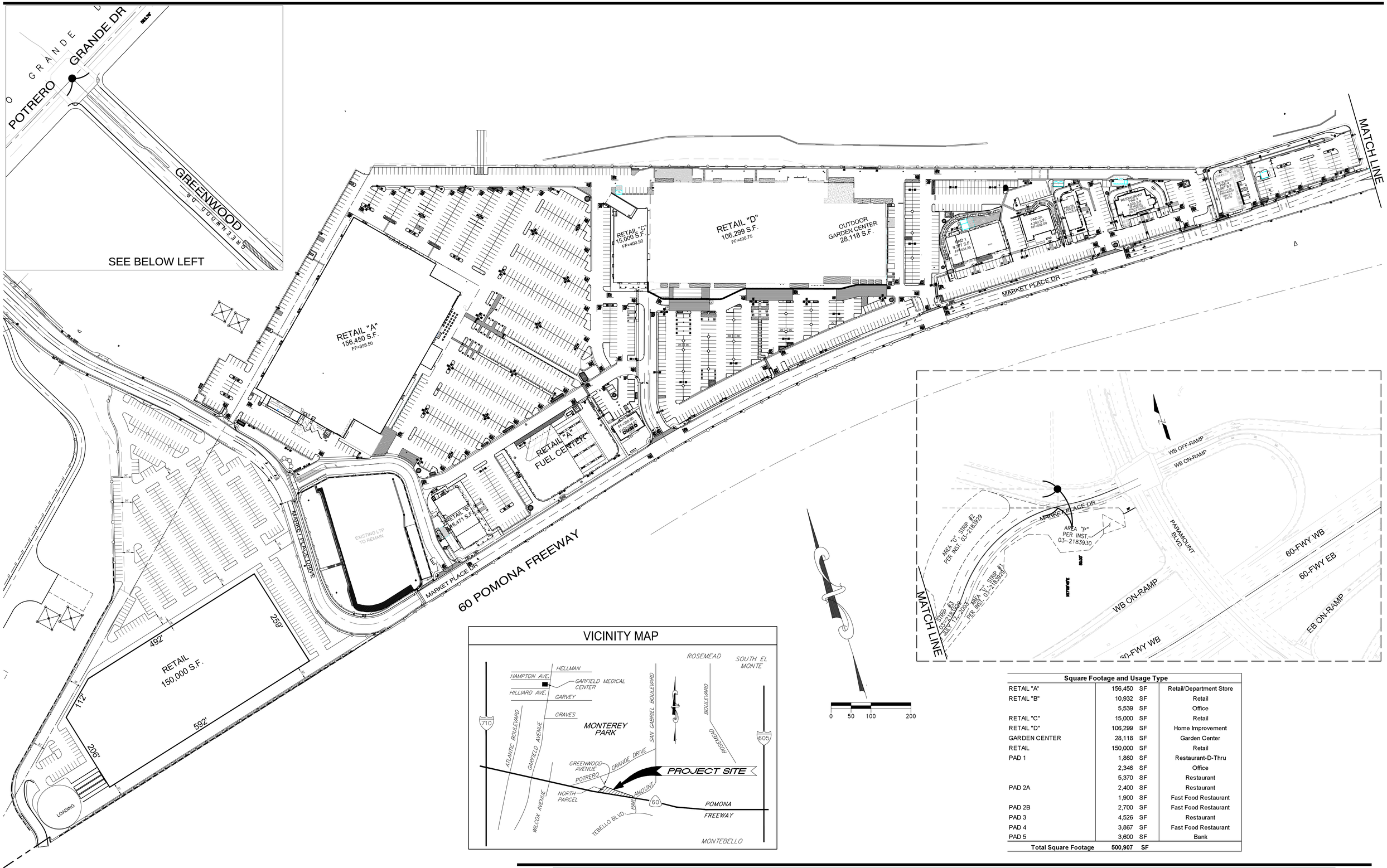


| Square Footage and Usage Type | | | |
|---|---|---|---|
| RETAIL "A" | 156,450 | SF | Retail/Department Store |
| RETAIL "B" | 10,932 | SF | Retail |
| | 5,539 | SF | Office |
| RETAIL "C" | 15,000 | SF | Retail |
| RETAIL "D" | 106,299 | SF | Home Improvement |
| GARDEN CENTER | 28,118 | SF | Garden Center |
| AUTO DEALERSHIP | 95,000 | SF | Auto Dealership |
| PAD 1 | 1,860 | SF | Restaurant-D-Thru |
| | 2,346 | SF | Office |
| | 5,370 | SF | Restaurant |
| PAD 2A | 2,400 | SF | Restaurant |
| | 1,900 | SF | Fast Food Restaurant |
| PAD 2B | 2,700 | SF | Fast Food Restaurant |
| PAD 3 | 4,526 | SF | Restaurant |
| PAD 4 | 3,867 | SF | Fast Food Restaurant |
| PAD 5 | 3,600 | SF | Bank |
| **Total Square Footage** | **445,907** | **SF** | |

*MONTEREY PARK MARKET PLACE*

MONTEREY PARK, CA

FIGURE 4C



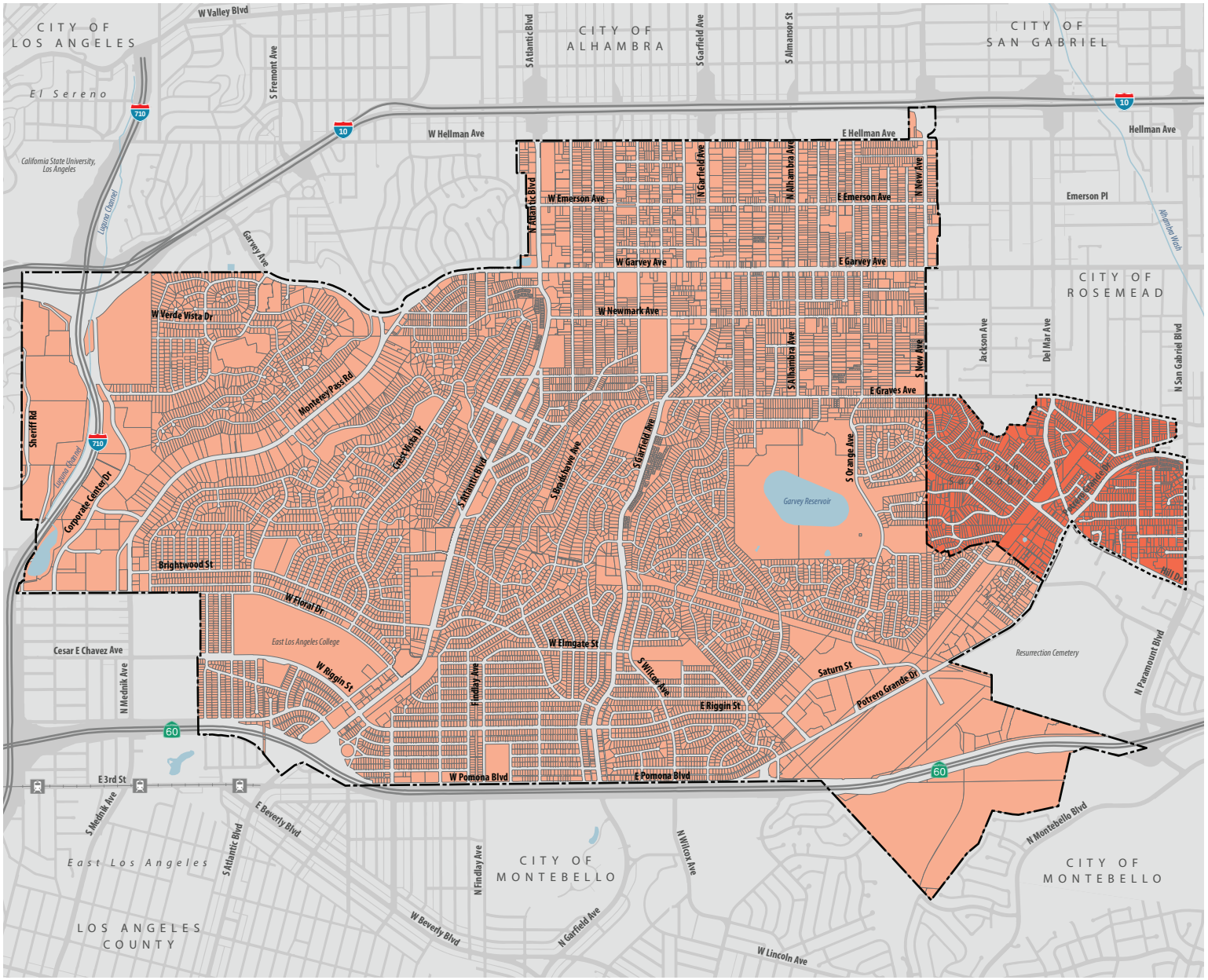

## VICINITY MAP




| Square Footage and Usage Type | | | |
|---|---|---|---|
| RETAIL "A" | 156,450 | SF | Retail/Department Store |
| RETAIL "B" | 10,932 | SF | Retail |
| | 5,539 | SF | Office |
| RETAIL "C" | 15,000 | SF | Retail |
| RETAIL "D" | 106,299 | SF | Home Improvement |
| GARDEN CENTER | 28,118 | SF | Garden Center |
| RETAIL | 150,000 | SF | Retail |
| PAD 1 | 1,860 | SF | Restaurant-D-Thru |
| | 2,346 | SF | Office |
| | 5,370 | SF | Restaurant |
| PAD 2A | 2,400 | SF | Restaurant |
| | 1,900 | SF | Fast Food Restaurant |
| PAD 2B | 2,700 | SF | Fast Food Restaurant |
| PAD 3 | 4,526 | SF | Restaurant |
| PAD 4 | 3,867 | SF | Fast Food Restaurant |
| PAD 5 | 3,600 | SF | Bank |
| **Total Square Footage** | **500,907** | **SF** | |

*MONTEREY PARK MARKET PLACE*
MONTEREY PARK, CA

FIGURE 4D




Monterey Park 2040

FIGURE LU-1:

## PLANNING AREA

**Planning Area**

- City of Monterey Park (Incorporated)
- Sphere of Influence (Unincorporated)

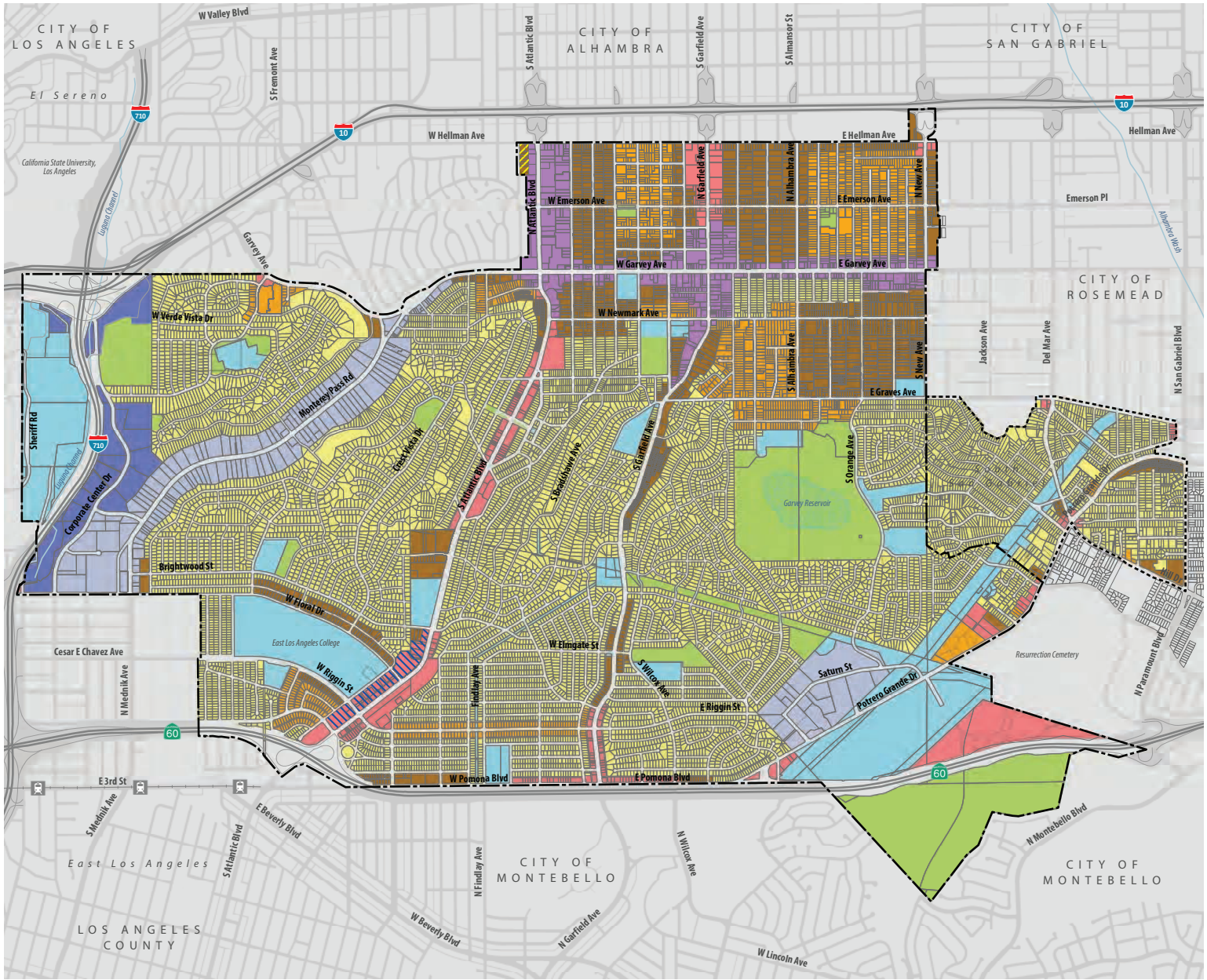
**Base Map Features**

- Monterey Park Boundary
- Sphere of Influence Boundary
- Metro Gold Line and Stations
- Water Courses
- Waterbodies

October 2019
Sources: Los Angeles County Assessor, 2019.

MIG

0 ¼ ½ 1 Mile




Monterey Park 2040

FIGURE LU-3:

## LAND USE POLICY MAP

**Land Use Designations**

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Mixed Use
- Corporate Center
- Innovation/Technology
- Public Facilities
- Open Space
- Housing Overlay I
- Housing Overlay II

**Base Map Features**

- Monterey Park Boundary
- Sphere of influence Boundary
- Metro Gold Line and Stations
- Watercourses and Channels
- Garvey Reservoir

Note: Also see Regulating Plan

October 2019

Sources: City of Monterey Park and MIG, 2019.

MIG

0 ¼ ½ 1 Mile

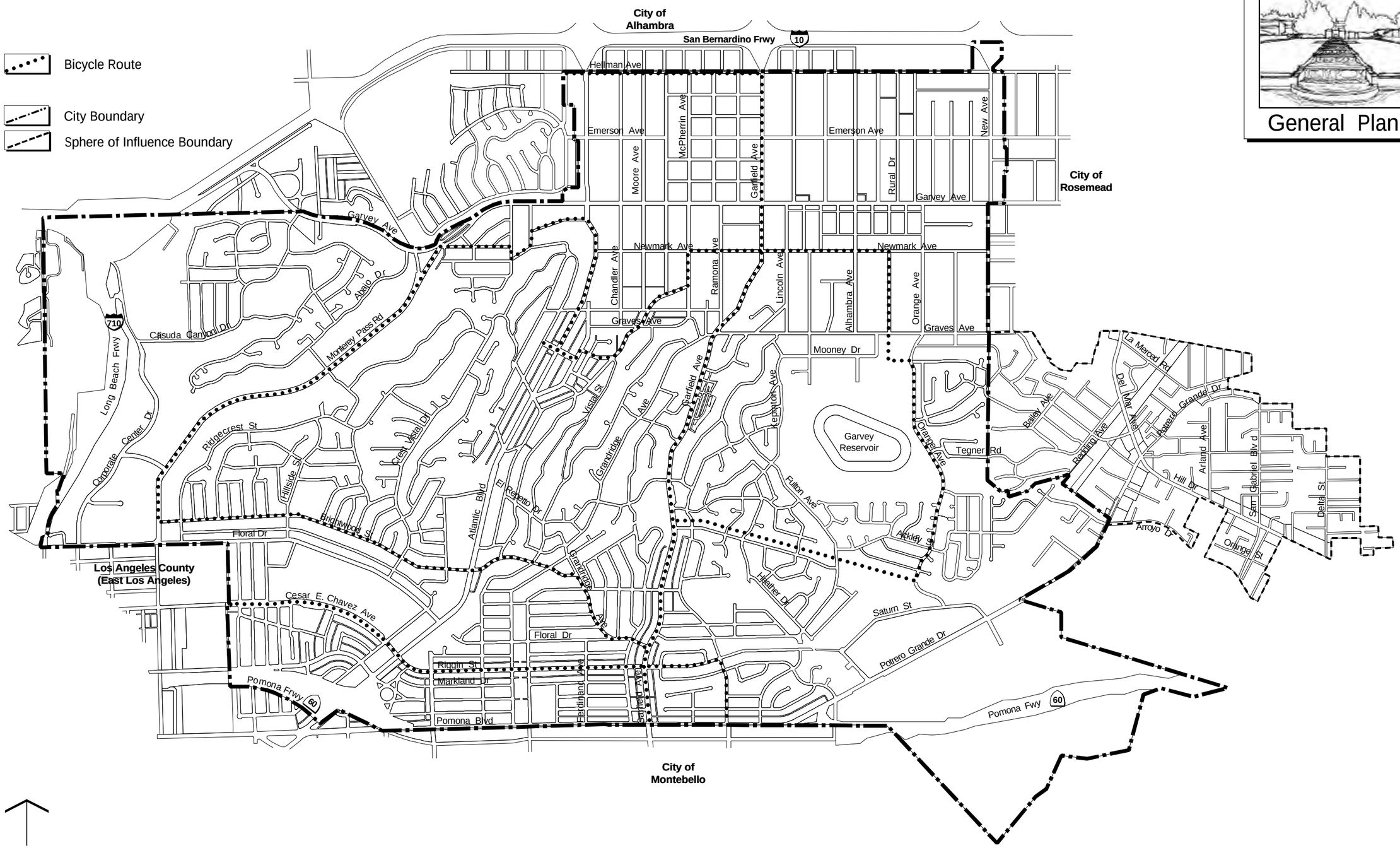



Figure C-4
Bicycle Route Plan

# EXHIBIT B

# MITIGATION MONITORING PROGRAM

# *MITIGATION MONITORING PROGRAM FOR:*

*MONTEREY PARK*

*MARKET PLACE*

*SUPPLEMENTAL EIR*

*prepared for:*

*CITY OF MONTEREY PARK*

*Contact:*
*Jim Basham*
*Development Services Director*

*prepared by:*

*THE PLANNING CENTER*

*Contact:*
*William Halligan, Esq.*
*Vice President, Environmental Services*

*OCTOBER 2011*

# *MITIGATION MONITORING PROGRAM FOR:*

*MONTEREY PARK*

*MARKET PLACE*

*SUPPLEMENTAL EIR*

*prepared for:*

*CITY OF MONTEREY PARK*


*320 West Newmark Avenue*
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*Tel: 626.307.1315*
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*Contact:*
*William Halligan, Esq.*
*Vice President, Environmental Services*


*CMP-02.0E*

*DECEMBER 2011*

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# 1. Introduction

## 1.1 PURPOSE OF MITIGATION MONITORING PROGRAM

This Mitigation Monitoring Program has been developed to provide a vehicle by which to monitor mitigation measures and conditions of approval outlined in the 2000 Monterey Park Towne Plaza (MPTP) EIR, the Supplemental Environmental Impact Report (Draft SEIR), and the Final Supplemental EIR (Final SEIR) (State Clearinghouse No. 1999051058). The Mitigation Monitoring Program has been prepared in conformance with Section 21081.6 of the Public Resources Code and City of Monterey Park Monitoring Requirements. Section 21081.6 states:

> (a) When making findings required by paragraph (1) of subdivision (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:
>
> (1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program.
>
> (2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

The Mitigation Monitoring Program will serve to document compliance with adopted/certified mitigation measures, which are formulated to minimize impacts associated with the construction and operation of the revised Monterey Park Market Place project (proposed project).

## 1.2 EIR SUMMARY

### 1.2.1 Previously Proposed 2000 Monterey Park Towne Plaza Site Plan

In March 2000, the Final EIR/EIS for the previous project was certified by the City of Monterey Park Planning Commission. The City had the principal responsibility for project approval and acted as the CEQA lead agency as defined by Section 15367 of the CEQA Guidelines. To help with the costs of land acquisition, site cleanup, and required access, the City received a Section 108 Loan Guarantee and an accompanying Economic Development Initiative grant from the US Department of Housing and Urban Development (HUD). Because of the assistance provided by HUD, the project was subject to National Environmental Protection Act (NEPA) review, and HUD was the federal (NEPA) lead agency for the previous project.

The previous site plan required the demolition of all existing buildings, excluding the LTP, and the leveling of the berm along SR-60 on the southern portion of the site. Contaminated berm soil (with traces of lead) would be removed from the site while the remaining soil would be used to level the site. The previously proposed

development is similar in type, the proposed development. Approximately 464,143 square feet of the 515,382 square feet were proposed as retail space (including two anchor stores with garden centers). Another 36,250 square feet were proposed for retail or restaurant pads, and 14,989 square feet were proposed for restaurant space. The previously proposed development would have included 2,971 parking spaces. Table 1-1 shows the previous plan for development.

*Table 1-1*
*Previous Site Plan (2000 MPTP EIR)*

| ***Building and Use*** | ***Square Footage*** |
|---|---|
| Retail "A" | 107,920 |
| Garden Center | 23,928 |
| Retail "B" (includes Garden Center) | 135,300 |
| Retail "C" | 45,000 |
| Retail "D" | 37,275 |
| Retail "E" | 41,265 |
| Retail "F" | 35,000 |
| Retail "G" | 11,100 |
| Retail "H" | 12,350 |
| Retail "I" | 11,168 |
| Retail "J" | 3,837 |
| Pad 1 | 11,250 |
| Pad 2 | 25,000 |
| Restaurant 1 | 3,035 |
| Restaurant 2 | 2,954 |
| Restaurant 3 | 9,000 |
| **Total** | **515,382** |

### *1.2.2 Proposed Land Uses*

The proposed project, the Monterey Park Market Place, revises the previous site plan for the Monterey Park Towne Plaza by increasing the total retail square footage from 515,382 to 600,000. The project site covers a total area of 51.1 acres, 42.1 of which are part of the closed OII Landfill and approximately 9 of which are within existing Southern California Edison (SCE) easements. The proposed project would have similar retail uses, including drive-thru and sit-down restaurants, large anchor retail stores with garden centers, and smaller specialty retail shops. The gas station, as shown as Pad 5 in Table 1-2, is not proposed at this time but may be a future use. Implementation of the gas station at a future time would require permitting by SCAQMD. Table 1-2 summarizes the proposed land uses and the parking demand factor for each type of land use. The proposed land uses require a minimum of 2,333 parking spaces, which would be provided onsite.

*Table 1-2*
*Proposed Plan for Development*

| Building Type | Gross Building Area (sf) | Building Usage | Parking Demand (per 1,000 sf)[1] | Parking Spaces Required |
|---|---|---|---|---|
| **Buildout by Individual Building** | | | | |
| Retail "A" – Anchor 1 | 128,000 | Home Improvement | 3.40 | 520 |
| Garden Center | 25,000 | Garden Center | NA | |
| Retail "B" – Anchor 2 | 99,011 | Retail/Department Store | 3.02 | 299 |
| Retail "C" – Anchor 3 | 134,000 | Retail/Department Store | 3.02 | 441 |
| Garden Center | 12,000 | Garden Center | NA | |
| Retail "D" – Anchor 4 | 138,000 | Wholesale/Discount Store | 2.75 | 380 |
| Optional Retail (Fitness Center)[2] | 25,000 | Fitness Center | 5.19 | 130 |
| Retail "E" | 9,248 | Mixed Retail/Restaurant | 16.30 | 171 |
| Retail "G" | 10,516 | Mixed Retail/Restaurant | 16.30 | 151 |
| Pad 1 | 3,225 | Bank | 3.49 | 11 |
| Pad 2 | 5,000 | Fast Food Restaurant | 9.90 | 50 |
| Pad 3 | 6,000 | Restaurant | 16.30 | 98 |
| Pad 4 | 5,000 | Restaurant | 16.30 | 82 |
| Pad 5[5] | NA | Gas Station | NA | NA |
| **Total** | **600,000** | NA | NA | 2,333 |
| **Buildout by Building Type** | | | | |
| Total Anchor (including garden centers)[2] | | 561,011 sf | | |
| Total Retail (nonanchor)[3] | | 3,225–22,989 sf | | |
| Total Restaurant[4] | | 16,000–35,764 sf | | |
| Gas Station[5] | | NA sf | | |

Source: Monterey Park Retail Partners, LLC, 2009.

1 The parking demand is based on the highest possible parking demand for the proposed project site.

2 The 25,000-square-foot fitness center and the 12,000-square-foot garden center are not shown on the site plan but are included in the total square footage to provide a more conservative parking estimate. If the fitness center option is chosen, it would be built as part of Building D. The second garden center would be built with Building C. The total parking demand is based on the buildout of a fitness center and the 12,000-square-foot garden center in addition to the buildout of Building D and Building C.

3 This range of totals includes Mixed Retail/Restaurant and Bank. If Retail E and G are developed entirely as mixed retail, total retail (nonanchor) square footage would be 22,989. If Retail E and G are developed entirely as restaurants, total retail (nonanchor) square footage would be 3,225.

4 This range of totals includes Mixed Retail/Restaurant, Fast Food Restaurant, and Restaurant uses. If Retail E and G are developed entirely as restaurants, the total restaurant square footage would be 35,764. If Retail E and G are entirely developed as mixed retail, the total restaurant square footage would be 16,000.

5 The gas station is not proposed at this time but may be a future use. Implementation of the gas station at a future time would require permitting by SCAQMD.

Based on the type of commercial business and the various buildout options, anchor stores, including the garden centers, would make up a maximum of 561,011 square feet, nonanchor retail would make up 3,225 to 22,989 square feet, and restaurants would make up 16,000 to 35,764 square feet of the total gross building area.

Although not included with the proposed project, a leachate treatment plant (LTP) and thermal destruction facility (TDF) will continue to operate on the project site. Leachate is a common product of landfills, made of groundwater and the compounds of decomposing material in the landfill. The LTP collects leachate from the south parcel of the OII landfill and treats it. Off-gas is produced during leachate treatment and must be burned in the treatment plant. The LTP directs off-gas to the South Parcel via a 12-inch pipeline, where it is burned along with gas produced in the South Parcel. The TDF structure has two 60-foot high stacks, each approximately 6 feet in diameter. It was constructed after the certification of the 2000 MPTP EIR and improves the leachate treatment process. The structure would be contained by a chain-link fence and public access would be restricted.

Monterey Park Market Place Precise Plan

The proposed project includes the Monterey Park Market Place (MPMP) Precise Plan, which is a required document for development within the Regional-Specialty Center (R-S) Planned Development Overlay Zone to ensure consistency with the Monterey Park General Plan. The purpose of having a precise plan is to describe how the proposed project would meet the requirements of the Planned Development Overlay Zone on the project site; provide the overall design concept for the site; implement the goals, policies, and objectives of the City's general plan as feasible; and establish the development regulations and framework for the project site.

Detailed building and site development standards and regulations are included in the precise plan, such as architectural themes, building height, and types of permitted businesses. Maximum height of buildings is set in the MPMP Precise Plan and meets the standards of the R-S Planned Development Zone Overlay, which is 50 feet or 4 stories. Architectural features are allowed to project an additional 15 feet above maximum building height with the approval of a conditional use permit. The proposed buildings would be between 30 and 50 feet in height (up to 60 feet with architectural features).

Project Access and Parking

The existing access road for the proposed project site is Greenwood Avenue, which enters the northern boundary of the project site from Potrero Grande Drive. The main road through the development would be named Market Place Drive. This road would be slightly realigned where it enters the project site on the north and then extended toward the east corner of the site. Neil Armstrong Street would no longer intersect Paramount Avenue but would intersect Market Place Drive instead. Market Place Drive would intersect Paramount Avenue east of the project site. With the completion of all roadway improvements, the site would be accessible from both Potrero Grande Drive and Paramount Boulevard off of SR-60.

Market Place Drive would serve as the main public/private roadway through the retail center and it would allow truck and standard vehicle access. Additional specified truck/service routes would allow access to the buildings to allow for pick-up and delivery of goods. The circulation plan for the project site will identify the primary vehicle, truck/service, and pedestrian access routes on the project site.

Onsite parking is provided based on the parking demand ratio of the proposed land uses per 1,000 square feet of building space, as shown in the far right column in Table 1. A minimum of 2,333 spaces would be provided, including 44 handicapped spaces throughout the site, placed near the entrances for anchor stores, the smaller mixed retail/restaurant stores, and the retail/restaurant pads. Although 2,333 are required, up to 2,386 would be provided, which would result in a surplus of up to 53 parking spaces. All parking lots are aboveground surface lots and would be accessible from Market Place Drive.

Alternate Land Use Scenario: Small-Box Development

An alternative layout to the revised project is also provided for the project site in the event that the project applicant opts to develop a small-box retail shopping center instead of the big-box retail. The small-box alternative would have a reduced total square footage of 500,000 square feet that would include 3 anchors, up to 10 smaller retail stores, and 7 retail pads. The retail anchor stores would line the northern boundary of the project site and retail anchor "E" (110,000 square feet) would have a garden center (30,000 square feet). The largest anchor, Retail A (140,000 square feet), would be north of the northern Greenwood Avenue (Market Place Drive) entrance. South of Retail A, across Market Place Drive, are Retail stores G through M. Retail F, which is adjacent to the LTP/TDF, Retail Pad 6, and Retail Pad 7 are all more centrally located on the site and Retail B and C and Retail Pads 1 through 5 share the northern boundary of the site with the anchor stores. Anchor stores would have a total square footage of 321,000, and retail nonanchor stores would have a total square footage between 139,000 and 150,000, depending on whether Retail F is

developed as retail or restaurant. Restaurants would have a total square footage of between 29,000 and 40,000.

The alternate small-box site plan scenario has the same or similar impacts as the revised project. The general site layout, construction phasing, and public and service demands would be similar between the revised project and the alternate scenario. However, additional traffic analysis was completed for a larger alternate scenario, which is discussed in Section 5.5 of the Draft SEIR and included in the Traffic Impact Assessment (Appendix E1 of the Draft SEIR). In the event that minor adjustments are made to the location and size of buildings in the small-box site plan scenario, the changes must not increase the project-related impacts associated with the small-box site plan scenario. If impact levels are increased, additional environmental analysis would be required. The City would be responsible for ensuring the modifications do not require additional environmental review.

### *1.3 PROJECT LOCATION*

The proposed Monterey Park Market Place is in the southern portion of the City of Monterey Park and borders the City of Montebello. It would be at 2550 Greenwood Avenue, north of SR-60 between the Paramount Boulevard and Potrero Grande Drive freeway exits. The project site is bounded by Southern California Edison (SCE) easements on the northwest and northeast. Beyond the SCE easements are Potrero Grande Drive to the northwest and the Resurrection Cemetery and residential land uses to the northeast and east. Greenwood Avenue accesses the site from the north from Potrero Grande Drive; Neil Armstrong Street intersects Paramount Boulevard to the east of the site.

### *1.4 ENVIRONMENTAL IMPACTS*

This document has been prepared as a supplement to a previous Environmental Impact Report as defined by the State CEQA Guidelines (Section 15163, California Code of Regulations, Title 14, Division 6, Chapter 3). Specifically, a supplement to the certified EIR has been prepared for the 2000 Monterey Park Towne Plaza (SCH No. 1999051058). The Draft SEIR has an overall purpose to inform the lead agency, responsible agencies, decision makers, and the general public of the environmental effects of the development and operation of the revised project. The Draft SEIR addressed the potential environmental effects of the revised project, including effects that might be significant and adverse; disclosed effects not found to be significant; disclosed significant cumulative impacts of all past, present, and reasonably foreseeable future projects; evaluated a number of alternatives to the revised project; and identified mitigation measures to reduce or avoid adverse effects.

#### *1.4.1 Impacts Considered Less Than Significant*

As outlined in the Initial Study, prepared on June 16, 2010, the following categories were sufficiently analyzed in the 2000 Monterey Park Towne Plaza EIR and found to be less than significant:

- Agriculture and Forest Resources
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Population and Housing
- Public Services
- Recreation

### 1.4.2 *Potentially Significant Adverse Impacts That Can Be Mitigated, Avoided, or Substantially Lessened*

With project design features and mitigation measures incorporated, the following environmental categories had less than significant impacts:

- Aesthetics
- Noise
- Utilities and Service Systems

### 1.4.3 *Unavoidable Significant Adverse Impacts*

With mitigation measures, air quality, greenhouse gas emissions, and transportation and traffic would have significant and unavoidable impacts

Air Quality

***Impact 5.2-2***

*Construction emissions exceed SCAQMD's regional significance thresholds for $NO_x$ and would cumulatively contribute to the SoCAB's nonattainment designations.* Grading emissions would be roughly the same between the 2000 MPTP EIR and the revised MPMP Precise Plan. However, the 2000 MPTP EIR did not identify significant construction emissions because construction activities were compared to screening thresholds and were not modeled. SCAQMD now requires comparison to daily emissions thresholds and new air pollutant models (e.g., URBEMIS) have been released to evaluate construction emissions. Modeling results now show that even with implementation of Mitigation Measures 2-1 and 2-7, impacts from regional air pollutant emissions from construction-related activities would exceed SCAQMD's regional significance thresholds for $NO_X$ as a result of use of heavy construction equipment. Mitigation Measure 2-7 would reduce potentially significant impacts during Phase 1 construction activities to under the significance thresholds; however, construction activities during Phase 2 site preparation would continue to exceed SCAQMD's regional significance thresholds for $NO_X$. Therefore, impacts are significant and unavoidable. Regional construction emissions impacts are a new significant unavoidable impact not identified in the 2000 MPTP EIR.

***Impact 5.2-3***

*Operational phase emissions exceed SCAQMD's regional significance thresholds for VOC, $NO_X$, CO, $PM_{10}$, and $PM_{2.5}$ and would cumulatively contribute to the SoCAB's nonattainment designations.* The MPMP Precise Plan would exceed the thresholds for VOC, CO, $NO_X$, $PM_{10}$, and $PM_{2.5}$. Mitigation Measures 2-8 through 2-17 would reduce operational emissions, to the extent feasible. Criteria air pollutant emissions that exceed SCAQMD's regional significance thresholds would cumulatively contribute to the $NO_2$, $O_3$, and particulate matter nonattainment designations of the SoCAB. While air quality impacts were identified in the 2000 MPTP EIR, the MPMP Precise Plan would result in an approximately 5 to 8 percent increase in air quality impacts for most criteria pollutants on weekdays and an approximately 44 percent increase in air quality impacts for most criteria pollutants on weekends, compared to the 2000 MPTP. However, the project would result in a decrease in air quality impacts based on emissions as identified in the 2000 MPTP EIR for CO (weekday only), VOC, and $NO_x$ because of updated emission rates used in this SEIR that reflect lower emission rates for vehicles. Further, based on the updated emission factors in the UREMIS2007 model, the revised SEIR analysis has identified additional significant impacts associated with $PM_{10}$ and $PM_{2.5}$ that were not identified in the EIR. The increase in air pollutant emissions would exceed the SCAQMD regional thresholds and therefore the magnitude of change is considered to be significant. Modeling based on updated air pollutant emission factors in the URBEMIS2007 model show that VOC, CO, $NO_X$, $PM_{10}$, and $PM_{2.5}$ would exceed the significance thresholds for the MPMP Precise Plan. Since emissions of particulate matter ($PM_{10}$ and $PM_{2.5}$) were not

identified in the 2000 MPTP, this is considered a new significant impact. Consequently, impacts from air pollutant emissions from operational-related activities would be significant and unavoidable.

Greenhouse Gas Emissions

***Impact 5.3-1***

*Project-related GHG emissions are cumulatively considerable*. The MPMP Precise Plan would generate 36,509 metric tons of GHG emissions. While all feasible mitigation measures have been incorporated into the project, the total increase in GHG emissions onsite from the project would still be substantial. The 2000 MPTP EIR did not identify significant impacts related to GHG emissions because GHG emissions were not incorporated into the CEQA Guidelines until March 18, 2010. GHG emissions are higher for the MPMP Precise Plan as a result of a 17 percent increase in building square footage (600,000 square feet compared to 515,382 square feet) and 6 percent increase in average daily vehicle trips (19,719 compared to 18,674). Since GHG emissions were not identified before, this is considered a new significant impact.

Transportation and Traffic

***Impact 5.5-1***

***Opening Year 2015***

Inasmuch as the primary responsibility for approving and/or completing certain improvements located outside the City of Monterey Park lies with agencies other than the City of Monterey Park (i.e., City of Montebello and Caltrans), there is the potential that significant impacts may not be fully mitigated if such improvements are not completed for reasons beyond the City of Monterey Park's control (e.g., the City of Monterey Park cannot undertake or require improvements outside of Monterey Park's jurisdiction or the City cannot construct improvements in the Caltrans right-of-way without Caltrans approval). Should that occur, the project's traffic impact would remain significant.

Impacts that would remain significant and unavoidable from the 2000 MPTP EIR:

- Garfield Avenue/Pomona Boulevard (weekday PM peak)
- Garfield Avenue/Via Campo (weekday PM peak)
- Markland Drive–Vail Drive/Via Campo (weekday PM peak)

New significant and unavoidable impacts associated with the MPMP Precise Plan:

- Wilcox Avenue/Via Campo (weekday PM peak)
- Paramount Boulevard/SR-60 westbound ramps–Market Place Drive (weekday AM peak/weekend midday peak)
- Paramount Boulevard/SR-60 eastbound ramps–Town Center Drive (weekend midday peak)
- Paramount Boulevard/Montebello Boulevard (weekday PM peak)
- Montebello Boulevard/Beverly Boulevard (weekday PM peak)
- Markland Drive/Potrero Grande Drive
- Saturn Street–Greenwood Avenue/Potrero Grande Drive

In addition to the impacts identified above associated with the MPMP Precise Plan, the following additional significant impacts are associated with the small-box alternate scenario:

- Markland Drive/Vail Avenue/Via Campo (weekday AM peak)

***Buildout Year 2025***

Inasmuch as the primary responsibility for approving and/or completing certain improvements located outside the City of Monterey Park lies with agencies other than the City of Monterey Park (i.e., City of Montebello and Caltrans), there is the potential that significant impacts may not be fully mitigated if such improvements are not completed for reasons beyond the City of Monterey Park's control (e.g., the City of Monterey Park cannot undertake or require improvements outside of Monterey Park's jurisdiction or the City cannot construct improvements in the Caltrans right-of-way without Caltrans approval). Should that occur, the project's traffic impact would remain significant.

Impacts that would remain significant and unavoidable from the 2000 MPTP EIR:

- Wilcox Avenue/Pomona Boulevard (weekday PM peak)
- San Gabriel Boulevard–Paramount Boulevard/Hill Drive (weekday PM peak)

The following intersections would be new significant and unavoidable traffic impacts associated with the MPMP Precise Plan:

- Garfield Avenue/Pomona Boulevard (weekday AM and PM peak)
- Garfield Avenue/Via Campo (weekday PM peak hour)
- Markland Drive–Vail Avenue/Via Campo (weekday PM peak)
- Paramount Boulevard/SR-60 westbound ramps–Market Place Drive (weekday AM and PM peak/weekend midday peak)
- Paramount Boulevard/SR-60 eastbound ramps (weekday PM peak/weekend midday peak)
- Paramount Boulevard/Montebello Boulevard (weekday AM and PM peak)
- Montebello Boulevard/Beverly Boulevard(weekday PM peak)

The following intersection would be a new and significant and unavoidable traffic impact from the MPMP Precise Plan. Mitigation for impacts to this intersection was determined to be infeasible due to right-of-way constraints.

- Wilcox Avenue/Via Campo (weekday AM and PM peak)

In addition to the impacts identified above associated with the MPMP Precise Plan, the following additional significant impacts are associated with the small-box alternate scenario:

- Paramount Boulevard/SR-60 eastbound ramps (weekday AM peak/weekend midday peak)

However, the small-box alternate scenario would have less than significant impacts at the following intersections:

- Markland Drive–Vail Avenue/Via Campo (weekday PM peak)
- Paramount Boulevard/SR-60 eastbound ramps (weekday PM peak/weekend midday peak)

# 2. Mitigation Monitoring Process

## 2.1 MITIGATION MONITORING PROGRAM ORGANIZATION

CEQA requires that a reporting or monitoring program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). The mitigation monitoring and reporting program is designed to ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure recommended in the Environmental Impact Report, specifications are made herein that identify the action required and the monitoring that must occur. In addition, a responsible agency is identified for verifying compliance with individual conditions of approval contained in the Mitigation Monitoring Program (MMP). In order to effectively track and document the status of mitigation measures, a mitigation matrix has been prepared and includes:

- Responsibility for implementation
- Timing
- Responsibility for monitoring
- Monitor

Mitigation measure timing of verification has been apportioned into several specific timing increments. Of these, the most common are:

- Prior to project approval
- Prior to issuance of grading permit(s)
- During construction

Information pertaining to compliance with mitigation measures or any necessary modifications or refinements will be documented in the comments portion of the matrix.

Supplement to the Certified 2000 EIR Mitigation Monitoring Program

Since this is a supplemental EIR, the MMP for this project modifies the previously adopted MMP for the Monterey Park Towne Plaza (March 2000). The MMP for the SEIR includes the revised and new mitigation measures for the proposed project. Where appropriate, the timing and responsible agency information from the 2000 MMP has been retained.

## 2.2 MITIGATION MONITORING PROCEDURES

The City of Monterey Park Development Services Department is the designated lead agency for the Mitigation Monitoring and Reporting Program. The City of Monterey Park includes the Mitigation Measures within the Special Conditions of Approval. The City is responsible for review of all monitoring reports, enforcement actions, and document disposition. The Community Development Department shall designate a Project Mitigation Monitor for the proposed project.

### 2.2.1 In-Field Monitoring

The Responsible Monitoring Party shall exercise caution and professional practices at all times when monitoring construction. Protective wear (hard hats, glasses, etc.) shall be worn at all times in construction areas. Injuries shall be reported immediately to the Project Mitigation Monitor.

### 2.2.2 Coordination with Contractors

The construction manager/superintendent is responsible for coordination of contractors and for contractor completion of required measures in accordance with the provisions of this program.

### 2.2.3 Recognized Experts

The use of recognized experts as a component of the monitoring team is required to ensure compliance with scientific and engineering mitigation measures. While the recognized experts assess compliance with required mitigation measures, consultation with the City of Monterey Park planning staff shall take place in the event of a dispute.

### 2.2.4 Enforcement

Agencies may enforce conditions of approval through their existing police power, using stop-work orders, fines, infraction citations, loss of entitlements, refusal to issue building permits or certificates of use and occupancy or, in some cases, notice of violation for tax purposes. Criminal misdemeanor sanctions could be available where the agency has adopted an ordinance requiring compliance with the monitoring program, similar to the provision in many zoning ordinances that affirm the enforcement power to bring suit against violators of the ordinances.

# 3. Mitigation Monitoring Requirements

## 3.1 CATEGORIZED MITIGATION MEASURES/MATRIX

Project-specific mitigation measures and project design features (PDFs) have been categorized in matrix format, as shown in Table 3-1. The matrix identifies the environmental factor, specific mitigation measures, schedule, and responsible monitor. The mitigation matrix will serve as the basis for scheduling the implementation of, and compliance with, all mitigation measures.

A supplemental EIR only discusses new environmental impacts that would result from a change in the project description between the original and revised projects and it only needs to contain the information necessary to make the previous EIR adequate for the project as revised (CEQA Guidelines Section 15163). To avoid certain environmental impacts, the City of Monterey Park has included certain PDFs, which are considered part of the proposed project. The PDFs are mandatory and will be adopted by the City of Monterey Park as part of the project's conditions of approval. Both the PDFs and mitigation measures are part of the MMP to be implemented by the City of Monterey Park. To provide a complete matrix that may be used for monitoring and enforcement, this mitigation monitoring program includes mitigation measures and project design features associated with the new impacts caused by the proposed project, as well as all mitigation measures which remain effective from the previously certified 2000 MPTP EIR.

## 3.2 LONG-TERM MONITORING

Long-term monitoring related to several mitigation measures will be required, including fire safety inspections. Postconstruction fire inspections are conducted on a routine basis by the City of Monterey Park Fire Department.

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*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| **5.1 AESTHETICS** | | | | | |
| PDF 1-1 | Signs shall accentuate the architecture of the project and contribute to a lively and visually stimulating experience. | Project applicant | Prior to approval of first certificate of occupancy | Community Development Department | |
| PDF 1-2 | Wayfinding signage shall be located to orient pedestrians to the project site and local transit options and its surroundings. The appearance of directory signs should contribute to the identity of the project. | Project applicant | Prior to approval of first certificate of occupancy | Community Development Department | |
| PDF 1-3 | The location, size and appearance of tenant identification and storefront signs shall lend support to retail activity, complementing the architecture of the building and overall character of the project. | Project applicant | Prior to approval of first certificate of occupancy | Community Development Department | |
| PDF 1-4 | Off-site signs and LED signs shall not be oriented towards residential areas. | Project applicant | Prior to approval of first certificate of occupancy | Community Development Department | |
| PDF 1-5 | Lighting fixtures including lighted signs shall be state-of-the-art and energy-efficient, shall be focused down on buildings and in parking lot areas, and light spill beyond parking lots or roadways on the perimeter of the site shall not be greater than 0.5 footcandles. Light sources shall be shielded and focused to reduce visibility from residential areas and the adjacent freeway. | Project applicant | Prior to the issuance of a building permit | Public Works Department | |
| PDF 1-6 | To minimize the impact of lighted parking areas, the lighting system shall be designed with full cut-off designs (downcast) and should be equipped with the ability to control light fixtures for individual areas at different lighting levels, such as from active operation to security mode. | Project applicant | Prior to the issuance of a building permit | Public Works Department | |
| PDF 1-7 | Prior to the approval of improvement plans for the surface parking areas, the project applicant shall submit a parking and sign lighting plan for review and approval by the Department of Public Works. The lighting plan shall include the amount, location, height, and intensity of sign and parking-area lighting, designed in a manner to reduce potential for light and glare and incidental spillover into adjacent residential properties to the maximum extent feasible, while maintaining public safety and adequate lighting to ensure sign visibility. | Project applicant | Prior to the issuance of a building permit | Public Works Department | |
| PDF 1-8 | Rooftop equipment (e.g. HVAC units, vents, etc.) should be enclosed in architecturally treated parapets that extend at least 12 inches | Project applicant | Prior to the issuance of a building permit | Community Development Department | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| | above the tallest piece of equipment. | | | | |
| **5.2 AIR QUALITY** | | | | | |
| PDF 2-1 | The landscape concept for the project is urban in nature and has elements associated both with the "Prairie Style" design and Southern California décor. Landscape selections shall be made to accentuate the design style, but issues such as long-term life span of the trees, drought tolerance, colors, and maintenance requirements shall also be incorporated into the overall design. Landscape plans are subject to the approval of the Planning Division and Design Review process.<br><br>1. Plant Materials – All plant materials shall be drawn from the list of suitable plant materials provided in the following table and as stipulated in the Conditions of Approval. Exceptions for the use of other plant materials shall be allowed. Interior trees shall have minimum height of approximately 8-feet during installation, measured to the top of the branches from ground service at tree trunk, with maximum growth height of approximately 30-feet. Exterior trees located along the entryways of the Market Place shall have minimum height of approximately 10-feet installation, and a maximum growth height of approximately 50-feet. SCE has a 15-foot height limit for any plant material under the overhead power lines.<br><br>2. Planting Design – Landscaping would be provided along project roadways to accent the entrance and create a framework for the entry that would follow through the entire project site. Various trees would be planted for aesthetic value, as well for shade in the parking areas. Additional landscaping would be placed near proposed buildings to accentuate its architecture style. Landscaping and irrigation plans signed by a landscape architect and/or landscape contractor shall be submitted, subject to the review and approval of the Planning Division of the City. The design patterns of the project's landscaping will provide both formal and informal groupings of deciduous and evergreen shade trees, flowering shrubbery, and ground cover. The following measures incorporate the landscape design character and visual qualities for development with the project. | Project applicant | Prior to the issuance of a building permit | Community Development Department | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|
| a. Landscaping in the interior of the parking area shall be required equal to at least ten percent (10%) of the total area of the parking area. A minimum of three-foot-wide landscaped planter and/or grass area shall be located adjacent to all rights-of-way, and continuously maintained.<br><br>b. Landscape plans shall include plans for the Landfill Cap area, where no water percolation is permitted. Raised planters and pots shall be used to introduce trees, shrubs and floral materials in this area. Raised planters shall be designed to drain into the storm water drainage system.<br><br>c. The plans shall show the location of turf, trees, shrubs, walks, fences, and any ponds, fountains or other decorative landscaping features:<br><br>i. Indicate soils preparation where necessary;<br><br>ii. Provide a typical planting detail for trees and shrubs;<br><br>iii. List the botanical and common names of all plants with the quantity of each and their container size;<br><br>iv. Clearly portray the location, coverage and specifications of the permanent automatic irrigation system.<br><br>d. Landscaping and irrigation systems shown on approved plans shall be installed as required by the Planning Division.<br><br>e. An automatic irrigation system shall be installed in all landscaped areas to insure proper maintenance year round. The developer will provide all irrigation systems. These will be segregated into metering zones with individual meters and timers that will provide appropriate irrigation for landscaping throughout the site. These systems will also have rain and moisture detectors in order to prevent over irrigation. All | | | | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| | systems will be standard in design with typical pop-up heads and flexible raisers. | | | | |
| PDF 2-2 | For proper waste management practices, trash enclosures and/or equipment will be strategically located in the rear of each building as feasible. Solid steel gates shall be utilized as well. Most major tenants will have their own waste management areas within their building footprints in order to maintain the proper visual aesthetics of the center. Public waste management will be accomplished by placing on-site furniture, such as waste receptacles and ash urns, throughout the center. To minimize solid waste generated by the project, the following measures are to be implemented: | Project applicant | Prior to approval of first certificate of occupancy | Community Development Department | |
| | 1. Construction Phase – During project construction, the following practices should be implemented by the project applicant: | Project applicant/construction contractor | During construction | Public Works Department | |
| | a. Off-site locations for construction waste exported from the project and options for disposal of excess material should be identified. These options may include recycling of materials on-site, sale to a broker or contractor, sale to a project in the vicinity, or transport to an environmentally-cleared landfill. | | | | |
| | b. The project applicant should offer recyclable building materials, such as asphalt or concrete for sale or removal by private firms or public agencies for use in construction of other projects if all cannot be reused on the project site. | | | | |
| | 2. Operation Phase – During project operations, the following practices should be implemented by the project tenants within their buildings and will be specified in lease agreements with the project applicant: | Project applicant/tenants | During operation | Public Works Department | |
| | a. Recovery of materials such as aluminum and cardboard; | | | | |
| | b. Collection of office paper for recycling; | | | | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| | c. Collection of polystyrene (foam) cups for recycling;<br><br>d. Collection of glass, plastics, kitchen grease, laser printer toner cartridges, oil, batteries, and scrap metal for recycling or recovery.<br><br>3. Design Features – The project applicant, tenants, and/or property owner are strongly encouraged but not required, to implement design features to support solid waste reduction programs, suggestions include:<br><br>a. Detailing the location and design of on-site recycling facilities;<br><br>b. Providing on-site recycling receptacles to encourage recycling;<br><br>c. Facilitating cardboard recycling (especially in retail areas) by providing adequate space and centralized locations for collection and bailing;<br><br>d. Providing trash compactors for non-recycling materials to reduce the total volume of solid waste and the number of trips required for collection;<br><br>e. Providing on-site recycling receptacles in feasible locations accessible to the public to encourage recycling of all business, employees, and patrons. | | | | |
| PDF 2-3 | Reduction of trip and travel demand measures are provided in accordance with State Government Code Sections 65089 and 65089.3 (Ord. 1852 § 3(2), 1993). Prior to approval of any development project, the project applicant shall make provision for all of the following applicable transportation demand management and trip reduction measures to promote better air quality. Development Standards for Nonresidential Development of one hundred thousand square feet or more shall comply with this section, and shall additionally provide all of the following measures to the satisfaction of the Planning and Engineering Divisions. | Project applicant | Prior to approval of first certificate of occupancy | Community Development Department | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|
| 1. Displayed Information – A bulletin board, display case, or kiosk displaying transportation information located where the greatest number of employees are likely to see it. Information shall include, but is not limited to, the following:<br><br>a. Current maps, routes and schedules for public transit routers serving the site;<br><br>b. Telephone numbers for referrals on transportation information, including numbers for regional ridesharing agency and local transit operators;<br><br>c. Ridesharing promotional materials supplied by commuter-oriented organizations;<br><br>d. Bicycle route and facility information, including regional/local bicycle maps and bicycle information;<br><br>e. A listing of facilities available for car-poolers, vanpoolers, bicyclists, transit riders and pedestrians at the site.<br><br>2. Vanpool – Not less than 10 percent of employee parking area shall be located as close as practical to the employee entrance(s), and shall be reserved for use by potential carpool/vanpool vehicles, without displacing handicapped and customer parking needs. A statement that preferential carpool/vanpool spaces for employees are available and a description of the method for obtaining such spaces must be included on the required transportation information board. This occurs primarily at the rear of the major retail tenants.<br><br>a. Spaces will be signed/striped as demand warrants;<br><br>b. At all times at least one space for projects of fifty thousand square feet to one hundred thousand square feet shall be provided; | | | | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|
| c. Two (2) spaces for projects over one hundred thousand square feet will be signed/striped for carpool/vanpool vehicles;<br><br>d. Adequate turning radii and parking space dimensions shall also be included in van pool parking areas.<br><br>3. Bicycles – Bicycle racks or other secure bicycle parking shall be provided to accommodate four bicycles per the first fifty thousand square feet of nonresidential development;<br><br>a. Bicycle racks shall accommodate one additional bicycle per each additional fifty thousand square feet of nonresidential development. Calculations which result in a fraction of 0.5 or higher shall be rounded up to the nearest whole number.<br><br>b. A bicycle parking facility may also be fully enclosed space or locker accessible only to the owner or operator of the bicycle, which protects the bike from inclement weather;<br><br>c. Specific facilities and location (e.g. provision of racks, lockers, or locked room) shall be to the satisfaction of the Director of Community Development.<br><br>4. Safety – A safe and convenient zone in which vanpool and carpool vehicles may deliver or board their passenger.<br><br>5. Sidewalks – Sidewalks or other designated pathways following direct and safe routes from the external pedestrian circulation system to each building in the development;<br><br>6. Bus Stop – The City will consult with the local bus service providers in determining appropriate improvements. When locating bus stops and/or planning building entrances, entrances must be designed to provide safe efficient access to nearby transit stations/stops. | | | | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| | 7. Circulation – Safe and convenient access from the external circulation system to bicycle parking facilities on site.<br><br>8. Employee parking – Employee parking shall be adequately provided within the total number of parking spaces planned for this center. This primarily is located to the rear of the major retail tenants. During peak shopping periods, off-site parking for employees may be installed. | | | | |
| MM 2-1 | The construction contractor shall water a minimum of three times daily for dust control (preferably using reclaimed water) during ground-disturbing activities. | Construction contractor | During construction (ground-disturbing activities) | Construction contractor/Public Works Department | |
| MM 2-2 | The construction contractor shall operate $PM_{10}$-efficient street sweepers or roadway washing trucks on adjacent roadways to remove dirt dropped by construction vehicles or dried mud carried off by trucks moving or bringing construction materials at least once a day during ground disturbing activities. | Construction contractor | During construction | Construction contractor/Public Works Department | |
| MM 2-3 | The construction contractor shall cover trucks or wet down loads of any dirt hauled to or from the project site. A minimum of 24 inches of freeboard shall be maintained on any soil haul truck. | Construction contractor | During construction | Construction contractor/Public Works Department | |
| MM 2-4 | The construction contractor shall perform low-$NO_x$ emissions tune-ups on onsite equipment operating onsite for more than 60 days. | Construction contractor | During construction | Construction contractor/Public Works Department | |
| MM 2-5 | The construction contractor shall utilize electrical line power instead of portable construction equipment, where feasible. | Construction contractor | During construction | Construction contractor/Public Works Department | |
| MM 2-6 | The construction contractor shall implement a congestion relief program. The congestion relief program shall require the construction contractor to implement the following:<br>1. Rideshare incentives, such as bus passes, shall be provided for construction personnel by Operating Industries Incorporated or the Construction Contractor.<br>2. Off-street parking for construction contractors and employees shall be provided. | Construction contractor | During construction | Construction contractor/Public Works Department | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| | 3. Lane closures shall be limited to non-peak traffic hours, as approved by the affected jurisdiction.<br>4. Receipt of construction materials shall be scheduled for non-peak traffic periods where possible. In addition, receipt of construction materials shall be limited to between the hours of 7 AM and 7PM on weekdays, the hours of 9 AM and 6 PM on Saturdays, and prohibited on Sundays and holidays in accordance with the Monterey Park Municipal Code. | | | | |
| MM 2-7 | The construction contractor shall utilize off-road construction equipment that conforms to Tier 3 of the United States Environmental Protection Agency, or higher emissions standards for construction equipment over 50 horsepower that are commercially available during site preparation (i.e., grading, trenching). The construction contractor shall be made aware of this requirement prior to the start of construction activities. Use of commercially available Tier 3 or higher off-road equipment, or:<br>• year 2006 or newer construction equipment for engines rated equal to 175 horsepower (hp) and greater;<br>• year 2007 and newer construction equipment for engines rated equal to 100 hp but less than 175 hp; and<br>• 2008 and newer construction equipment for engines rated equal to or greater than over 50 hp.<br>The use of such equipment shall be stated on all grading plans. The construction contractor shall maintain a list of all operating equipment in use on the project site during site preparation (e.g., grading, trenching). The construction equipment list shall state the makes, models, and numbers of construction equipment on-site. | Construction contractor | During construction | Construction contractor/Public Works Department | |
| MM 2-8 | Preferential parking spaces for employee carpools and vanpools shall be provided onsite. The location of preferential parking for employees carpool/vanpools shall be shown on the parking plans/Precise Plan for the project to the satisfaction of the Community Services Department. | Project applicant | Prior to recordation of Final Map | Community Development Department | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| MM 2-9 | The applicant shall submit an onsite circulation plan, including parking lots, that shows the flow of internal traffic to minimize vehicle queuing blocking parking aisles or public streets. The circulation plan shall be designed to the satisfaction of the Community Development Department. | Project applicant | Prior to recordation of Final Map | Community Development Department | |
| MM 2-10 | The applicant shall construct an on-street bus shelter(s) subject to the approval of transit agency staff. A pedestrian pathway from the bus shelter(s) to the project site shall be illuminated to ensure a safe path of travel. The location of the bus shelter, pedestrian pathways, and lighting shall be submitted to the City on the circulation plan and/or lighting plans to the satisfaction of the Community Development Department. | Project applicant | Prior to approval of first certificate of occupancy | Community Development Department | |
| MM 2-11 | The applicant shall connect onsite Class III bicycle lanes with off-site bicycle lanes that will link the facility to designated bicycle paths in Monterey Park. Bicycle circulation shall be shown on circulation plans for the project to the satisfaction of the Community Development Department. | Project applicant | Prior to recordation of Final Map | Community Development Department | |
| MM 2-12 | Bicycle parking facilities, such as bicycle lockers and racks for shoppers and employees, shall be provided onsite to the satisfaction of the Community Development Department. The location of bicycle facilities (e.g., lockers and racks) shall be shown on the Precise Plan for the project. | Project applicant | Prior to approval of first certificate of occupancy | Community Development Department | |
| MM 2-13 | The applicant shall construct onsite pedestrian facilities improvements, such as building access that is physically separated from street and parking lot traffic and walk paths. The circulation plan shall include pedestrian connectivity onsite, and the plan shall be prepared to the satisfaction of the Public Works Department. | Project applicant | Prior to approval of first certificate of occupancy | Public Works Department | |
| MM 2-14 | The applicant shall synchronize or cause to be synchronized traffic signals on intersections abutting the development prior to approval of the first occupancy permit. | Project applicant | Prior to approval of first certificate of occupancy | Public Works Department | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| MM 2-15 | The applicant shall request in writing that tenants schedule truck deliveries and pickups for off-peak hours where feasible. | Project applicant | During project operation | Community Development Department | |
| MM 2-16 | The applicant shall provide onsite truck loading zones that are shielded from offsite residential areas. The location of loading zones shall be shown on the Precise Plan to the satisfaction of the Community Development Department. | Project applicant | Prior to recordation of Final Map | Community Development Department | |
| MM 2-17 | The applicant shall work with the City to implement or contribute to public outreach programs, which promote alternative methods of transportation such as information kiosks. | Project applicant | During project operation | Community Development Department | |
| MM 2-18 | During all grading activities, the construction contractor shall apply chemical soil stabilizers on inactive areas (i.e., disturbed areas within the site that are unused for four consecutive days). | Construction contractor | During construction grading | Public Works Department | |
| MM 2-19 | Grading operations shall be suspended when wind speeds exceed 25 miles per hour. | Construction contractor | During construction grading | Public Works Department | |
| **5.3 GREENHOUSE GAS EMISSIONS** | | | | | |
| MM 3-1 | End-of-trip facilities, such as showers, lockers, and changing spaces, shall be provided for every 80 employee parking spaces, and separate facilities for each gender shall be provided for projects with 160 or more parking spaces. Such facilities shall be incorporated into the site plan prior to issuance of a building permit to the satisfaction of the Community Development Department. | Project applicant | Prior to the issuance of a building permit | Community Development Department | |
| MM 3-2 | Two preferential parking spaces for alternative-fueled vehicles, including electric vehicles (EVs) and/or compressed natural gas (CNG) shall be incorporated into the site plan prior to issuance of a building permit to the satisfaction of the Community Development Department. The spaces shall be equipped with vehicle recharging stations with both conductive and inductive charging capabilities. | Project applicant | Prior to the issuance of a building permit | Community Development Department | |
| MM 3-3 | Applicants for new developments shall coordinate with construction contractors to integrate locally made building materials for construction of the proposed project, where feasible. | Construction contractor | During project construction | Community Development Department | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| MM 3-4 | Prior to the issuance of a building permit, development plans for these structures shall be required to demonstrate that the project achieves a minimum energy efficiency 5 percent above the 2008 Title 24, Part 6, Energy Efficiency Standards for Residential and Nonresidential Buildings, of the California Building Code requirements. Design strategies to meet this standard may include maximizing solar orientation for daylighting and passive heating/cooling, installing appropriate shading devices and landscaping, utilizing natural ventilation, and installing cool roofs. Other techniques include installing insulation (high reflectivity value) and radiant heat barriers, compact fluorescent and/or light emitting diode light bulbs, and low-emissivity window glazing or double-paned windows. Use of photovoltaics (PV) or other onsite generation of technologies that have equivalent energy reductions may be substituted for an increase in energy efficiency. | Project applicant | Prior to the issuance of a building permit | Community Development Department | |
| MM 3-5 | Prior to issuance of a building permit, plans shall show the use of materials that minimize the absorption of solar heat and subsequent transfer of heat to its surrounding environment. Cool pavement materials shall be used for any roadway or walkways as shown on the landscaping plan of the Precise Plan. Examples of materials that could be used include lighter-colored pavement materials, porous materials, or permeable or porous pavement. Additional examples of cool pavement materials are available at:<br><br>http://www.epa.gov/heatisld/images/extra/level3_pavingproducts/.html or similar websites. | Project applicant | Prior to the issuance of a building permit | Community Development Department | |
| **5.4 NOISE** | | | | | |
| MM 4-1 | 4-1 During construction, the construction site supervisor shall ensure that the following minimum operating distances for construction equipment and the buildings located along Neil Armstrong Drive are maintained:<br>• Loaded trucks and jackhammers – 20 feet<br>• Large construction equipment (equivalent to a large bulldozer) – 40 feet | Construction site supervisor/construction contractor | During construction | Public Works Department | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| Mitigation Measure | | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| | • Vibratory roller – 50 feet | | | | |
| **5.5 TRANSPORTATION AND CIRCULATION (PROPOSED PROJECT AND SMALL-BOX RETAIL ALTERNATE LAND USE PLAN)** | | | | | |
| MM 5-1 | During project construction, over-sized transport vehicles used to haul construction materials and/or debris shall be prohibited from using SR-60 without a transportation permit issued by Caltrans. In addition, over-sized truck trips entering and leaving the project site shall avoid the peak commute periods (7 to 9 AM and 4 to 6 PM). The construction contractor shall monitor all over-sized vehicle activities to ensure compliance with these restrictions. | Construction contractor/Project Applicant | During construction | Public Works Department | |
| MM 5-2 | Prior to issuance of the first Certificate of Occupancy, the Applicant shall pay the costs of constructing the following mitigation unless otherwise provided for in a Development Agreement with the City or a Disposition and Development Agreement with the Redevelopment Agency, which the City and Redevelopment Agency may or may not provide for alternative funding for mitigation through these agreements in their sole and absolute discretion.<br>• Markland Drive/Potrero Grande Drive<br>o Convert the northbound right turn lane to a free right turn lane (no widening of eastbound return lanes required).<br>• Saturn Street–Greenwood Avenue/Potrero Grande Drive<br>o Restripe eastbound approach to include a dedicated right turn lane (no widening required).<br>o Restripe westbound approach to include a dedicated right turn lane (no widening required). | Project Applicant/Public Works Department | Prior to issuance of the first certificate of occupancy | Public Works Department | |
| MM 5-3 | Modify existing traffic signal to provide overlap right turn phasing for the northbound approach to Wilcox Avenue/Via Campo Intersection. | Project Applicant/Public Works Department | Prior to issuance of the first certificate of occupancy | Public Works Department | |
| MM 5-4 | Prior to issuance of the first certificate of occupancy, the Applicant shall pay the costs of constructing the following mitigation unless otherwise provided for in a Development Agreement with the City or a Disposition and Development Agreement with the Redevelopment Agency or unless an established fee program is in place to fund such mitigation, in which case the Applicant shall pay the applicable fees or fair share of the cost of such mitigation. The provision for funding of mitigation through a Development Agreement or Disposition and | Project Applicant/Public Works Department | Prior to issuance of the first certificate of occupancy | Public Works Department | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|
| Development Agreement or through a fee program may or may not be provided for in the City's and Redevelopment Agency's sole and absolute discretion.<br>• Garfield Avenue/Pomona Boulevard<br>  ○ Widen northbound approach and add a second (dual) left turn lane.<br>  ○ Restripe northbound shared left plus through lane to a dedicated through lane.<br>• Garfield Avenue/Via Campo<br>  ○ Restripe the second eastbound through lane to a shared through plus right turn lane.<br>• Wilcox Avenue/Via Campo<br>  ○ Modify existing traffic signal to provide overlap right turn phasing for the northbound approach.<br>• Markland Drive–Vail Drive/Via Campo<br>  ○ Widen eastbound approach and add a dedicated left turn lane, OR convert the inside westbound through return lane to a left turn lane, which would not require any roadway widening. Two westbound return lanes are not required at this intersection.<br>  ○ Restripe eastbound shared left plus through lane to a dedicated through lane.<br>• Paramount Boulevard/SR-60 westbound ramps–Market Place Drive<br>  ○ Widen eastbound approach to have: 1) left turn lane; and 2) two dedicated right turn lanes.<br>  ○ Provide a second (dual) left turn on the northbound approach.<br>  ○ Widen the westbound approach to provide a second (dual) left turn lane, one through lane, and a dedicated right turn lane.<br>• Paramount Boulevard/SR-60 eastbound ramps–Town Center Drive | | | | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| | ○ Widen eastbound approach to have: 1) left turn lane; 2) shared left plus through lane; 3) shared through plus right turn lane; and 4) dedicated right turn lane.<br>○ Widen the westbound approach to have: 1) left turn lane; 2) shared left plus right turn lane; and 3) dedicated right turn lane.<br>• Paramount Boulevard/Montebello Boulevard<br>○ Consistent with the mitigation measures in the "Traffic Impact Study: Montebello Hills Specific Plan" (KOA 2009), implement Intelligent Transportation System measures such as signal coordination with the adjacent ramp intersections, and provide improved overhead signage to direct off-ramp traffic.<br>• Montebello Boulevard/Beverly Boulevard<br>○ Restripe the northbound right turn lane to a shared through plus right turn lane for a total of three through lanes through the intersection.<br>○ Stripe a third northbound through lane on Montebello Boulevard that can be tapered back to two lanes before Victoria Avenue. On-street parking on the east side of Montebello Boulevard will have to be prohibited, at least during the PM peak hour. | | | | |
| MM 5-5 | Prior to issuance of the last certificate of occupancy, the Applicant shall pay the costs of constructing the following mitigation unless otherwise provided for in a Development Agreement with the City or a Disposition and Development Agreement with the Agency, which the City and Agency may or may not provide for alternative funding for mitigation through these agreements in their sole and absolute discretion:<br>• Wilcox Avenue/Pomona Boulevard<br>Prohibit on-street parking for 200 feet on the north side of Pomona Boulevard and restripe the parking lane to a dedicated westbound right turn lane. | Project Applicant/Public Works Department | Prior to issuance of the last certificate of occupancy | Public Works Department | |
| MM 5-6 | Prior to issuance of the last Certificate of Occupancy, the Applicant | Project Applicant/Public | Prior to issuance of the last | Public Works Department | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|
| shall pay the costs of constructing the following mitigation unless otherwise provided for in a Development Agreement with the City or a Disposition and Development Agreement with the Agency or unless an established fee program is in place to fund such mitigation, in which case the Applicant shall pay the applicable fees or fair share of the cost of such mitigation. The provision for funding of mitigation through a Development Agreement or Disposition and Development Agreement or through a fee program may or may not be provided for in the City's and Agency's sole and absolute discretion.<br>• Garfield Avenue/Pomona Boulevard<br>  ○ Widen northbound approach and add a second (dual) left turn lane.<br>  ○ Restripe northbound shared left plus through lane to a dedicated through lane.<br>  ○ Restripe the #2 southbound through lane to a shared through plus right turn lane.<br>• Garfield Avenue/Via Campo<br>  ○ Restripe the second eastbound through lane to a shared through plus right turn lane.<br>• Markland Drive–Vail Drive/Via Campo<br>  ○ Restripe southbound approach to include a dedicated right turn lane (no widening required).<br>  ○ The project's fair-share percentage is 17.4 percent (PM peak hour)<br>• San Gabriel Boulevard–Paramount Boulevard/Hill Drive<br>  ○ Restripe southbound approach to include a dedicated right turn lane (no widening required).<br>• Paramount Boulevard/SR 60 westbound ramps–Market Place Drive<br>  ○ Widen eastbound approach to have: 1) left turn lane; and 2) two dedicated right turn lanes.<br>  ○ Provide a second (dual) left turn on the northbound approach. | Works Department | certificate of occupancy | | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| | ○ Widen the westbound approach to provide a second (dual) left turn lane, one through lane, and a dedicated right turn lane.<br>○ Modify signal to provide overlap right turn phasing for the northbound, eastbound, and westbound approaches.<br>• Paramount Boulevard/SR 60 eastbound ramps–Town Center Drive<br>○ Widen the eastbound (off-ramp) approach and add a shared through plus right turn lane.<br>• Paramount Boulevard/Montebello Boulevard<br>○ Consistent with the mitigation measures in the Traffic Impact Study – Montebello Hills Specific Plan (KOA 2009), implement Intelligent Transportation System measures such as signal coordination with the adjacent ramp intersections, and provide improved overhead signage to direct off-ramp traffic.<br>• Montebello Boulevard/Beverly Boulevard<br>○ Restripe the northbound right turn lane to a shared through plus right turn lane for a total of three through lanes through the intersection.<br>○ Stripe a third northbound through lane on Montebello Boulevard that can be tapered back to two lanes before Victoria Avenue. On-street parking on the east side of Montebello Boulevard will have to be prohibited, at least during the PM peak hour. | | | | |
| **5.6 UTILITIES AND SERVICE SYSTEMS** | | | | | |
| MM 6-1 | The project applicant shall upgrade 1,000 feet of the 8-inch water line in Saturn Street between South Orange Avenue and Potrero Grande Drive to a 16-inch line. | Project applicant | Prior to issuance of first occupancy permit | Public Works Department | |
| MM 6-2 | The project applicant shall install automatic sprinkler systems with adequate pressure to irrigate landscaping. The sprinkler system shall have the capacity to be connected to future recycled water distribution systems when they become available and be programmed to operate | Project applicant | Prior to issuance of first occupancy permit | Public Works Department/Community Development Department | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| | during the cooler periods of the day (evening and early morning) to minimize water loss from evaporation, thereby ensuring the efficient use of irrigation water. Landscape irrigation schedules shall be adjusted to accommodate the seasons. | | | | |
| MM 6-3 | The project applicant shall use drought-tolerant, low-water-consuming plant varieties to reduce irrigation water consumption in new landscaped areas. Should recycled water become available for the project site, all planted areas shall be irrigated with recycled water. | Project applicant | Prior to issuance of first occupancy permit | Public Works Department/Community Development Department | |
| MM 6-4 | Prior to the issuance of first occupancy permit, the project applicant shall demonstrate that efficient irrigation systems have been installed, minimizing runoff and evaporation and maximizing the amount of water that reaches plant roots. | Project applicant | Prior to the issuance of first occupancy permit | Public Works Department/Community Development Department | |
| MM 6-5 | Prior to the issuance of first occupancy permit, the project applicant shall demonstrate that water-efficient design features, including but not limited to lower-volume water faucets (2 gallon per minute), low-flow toilets (1.28 average gallons per flush), waterless water heaters, waterless urinals, automatic on and off water faucets, and water-efficient appliances, have been installed in new construction. | Project applicant | Prior to the issuance of first occupancy permit | Public Works Department/Community Development Department | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| MM 6-6 | Prior to the issuance of first occupancy permit, the project applicant shall demonstrate that buildings are engineered with recirculating hot water systems in long piping systems (where water must be run for considerable periods before hot water is received at the outlet). | Project applicant | Prior to the issuance of first occupancy permit | Public Works Department | |
| MM 6-7 | Prior to issuance of the first certificate of occupancy, the project applicant shall upgrade the 1,500 feet of 8-inch water main in Potrero Grande Drive east of Atlas Avenue with a 12-inch water main. | Project applicant | Prior to the issuance of first occupancy permit | Public Works Department | |
| MM 6-8 | Prior to issuance of the first certificate of occupancy, the project applicant shall upgrade approximately 500 feet of the 12-inch water main in Greenwood Avenue with a 16-inch water main from Potrero Grande Drive to the terminus of Greenwood Avenue. | Project applicant | Prior to the issuance of first occupancy permit | Public Works Department | |
| MM 6-9 | Prior to issuance of the first certificate of occupancy, the project applicant shall replace approximately 300 feet of the 6-inch water main with a 12-inch main between Taylor Drive and the existing 12-inch main in Orange Avenue. | Project applicant | Prior to the issuance of first occupancy permit | Public Works Department | |
| MM 6-10 | The City shall continue to collaborate with the San Gabriel Valley Municipal Water District (SGVMWD) to ensure that available water supplies meet anticipated demand in accordance with both the City's and SGVMWD's 2010 Urban Water Management Plans. | Public Works Department/Community Development Department | Ongoing | Public Works Department/Community Development Department | |
| MM 6-11 | Prior to issuance of first occupancy permits, the project applicant shall prepare a water conservation comparison that demonstrates how the project can reduce water consumption by 5 percent over the 20x2020 requirements, for a 25 percent total reduction when compared to the project's water demand on Table 5.6-6 of the DEIR. The reduction in water consumption shall be demonstrated through the use of project design features that include, but are not limited to, the features described in Mitigation Measures 6-1 through 6-6 and described in the City's 2010 mandatory conservation ordinance. | Project applicant | Prior to the issuance of first occupancy permit | Public Works Department/Community Development Department | |
| MM 6-12 | The project applicant shall install time controlled systems for exterior building lights, parking areas, and outdoor signs to reduce energy consumption. These systems shall be programmed to account for variations in seasonal daylight times. | Project applicant | Prior to the issuance of first occupancy permit | Public Works Department/Community Development Department | |
| MM 6-13 | The applicant shall use lighter-colored or earth-toned building material and landscaping to reduce energy use, as shown in the Precise Plan. | Project applicant | Prior to the issuance of a building permit | Community Development Department | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| | Exteriors shall incorporate lighter colors that would reflect sunlight and reduce "heat sinks." The incorporation of lighter colors should be used in areas where they do not conflict with tenant branding. | | | | |
| MM 6-14 | High-efficiency lamps shall be installed for all street and parking lot lighting to reduce electricity consumption. | Project applicant | Prior to the issuance of first occupancy permit | Public Works Department | |
| **MITIGATION MEASURES INCORPORATED FROM THE 2000 MONTEREY PARK TOWNE PLAZA EIR** | | | | | |
| **3.4 GEOLOGY/SEISMICITY** | | | | | |
| MM 3.4-1 | As a precursor to initiation of the Proposed Action, closure of the North Parcel of the OII Landfill must be completed in accordance with USEPA and CIWMB requirements. As part of the Superfund process, the USEPA shall require the applicant to submit additional work plans, predesign, and construction related documents for the proposed project. The USEPA shall conduct detailed technical reviews of the documents, and subject to approval, can authorize commencement of remedial activities which are a prerequisite for development activities. The applicant shall also include an analysis of the impacts to the project of a catastrophic failure of the South Parcel OII Landfill slope (parallel to and immediately south of the Pomona Freeway) as suggested by the USEPA. Final USEPA approval shall be provided to the City of Monterey Park prior to approval of grading permits for the landfill area of the site. | Project applicant | Prior to issuance of grading permits | Public Works Department | |
| MM 3-4.2 | Prior to the issuance of a grading permit for the project, a complete geotechnical report, subject to approval from the City of Monterey Park Building and Safety Division, shall be prepared by a California certified engineering geologist and a California registered geotechnical engineer with experience at landfill sites and previously contaminated sites. In addition to using the available site information the report will require supplemental field investigation, testing, and analysis to provide geotechnical design parameters for all aspects of the project. Included in the report shall be an analysis of the effects of settlement on the development in the closed landfill area of the site, and recommendations for on-going maintenance as needed. | Project applicant | Prior to issuance of grading permits | Public Works Department | |
| MM 3-4.3 | The project shall adhere to the recommendations of the RAP and the project geotechnical reports as approved by the Building and Safety | Project applicant | Prior to issuance of grading permits | USEPA and Public Works Department | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| | Division for foundation, excavation, subdrain and surface drainage systems and other geotechnical components of project design. The Applicant shall provide written clearance from the USEPA prior to the initiation of grading activities within the former landfill areas of the project site, and for formerly contaminated areas of the site. This clearance shall be supported by submission of all requisite documentation and a mitigation monitoring plan as needed and deemed acceptable to the City of Monterey Park. The City Engineer of the City's Building and Safety Division shall review and approve the foundation plans prior to the issuance of any building permits. | | | | |
| MM 3.4-4 | The geotechnical report shall require in-grading geologic inspections to locate geologic faults exposed in cut slopes and excavation services. Recommendations shall be made by the geotechnical engineer with regard to the need for measures to prevent negative effects to project structures from seismically induced differential movement across those faults. Similar recommendations shall be made with regard to construction over cut/fill transition zones. | Project applicant | Prior to issuance of grading permits | Public Works Department | |
| MM 3.4-5 | The applicant shall complete freeway berm removal work in accordance with an approved work plan detailing the lead-soil excavation, handling and placement. The USEPA and California DTSC shall approve said work plan prior to the issuance of grading permits in the affected areas. Where possible, aerially lead impacted soil shall be disposed of within the final closed North Parcel OII landfill in accordance with the DTSC lead variance. If the lead concentration exceeds the amount allowable under the lead variance, then the lead impacted soil shall be disposed of in a Class I landfill. | Project applicant | Prior to issuance of grading permits | Public Works Department | |
| **HAZARDS AND HAZARDOUS MATERIALS** | | | | | |
| MM 3.5-1 | Since the final permeable landfill cap will be penetrated by both gas collection wells and foundation support piles, the cap shall be designed to provide a seal around these penetrations. Cap design around both wells and piles shall be able to maintain its seal as the landfill materials settle, as much as 2.5 feet, plus any appropriate factor of safety. Designs for penetration shall be reviewed by a certified engineering geologist and a certified hydrogeologist prior to being submitted to the USEPA for approval. | Project applicant | Prior to issuance of grading permits | Public Works Department | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| MM 3.5-2 | Installation of both gas collection wells and foundation support piles will generate potentially hazardous waste contaminated with lead and petroleum-based products. Therefore, all installations shall be done by personnel trained and certified to conduct work in hazardous materials. A Work Plan, along with a Health and Safety Plan, shall be prepared and submitted to the regulatory agencies with jurisdiction for approval prior to beginning work. Air monitoring shall be conducted during drilling operations to insure that workers are not exposed to inhalation of potentially hazardous materials. In addition, all materials excavated during drilling operations shall be collected, handled and disposed of in accordance with applicable hazardous waste regulations. Use of "driven" piles shall eliminate the generation of, and thus exposure to, hazardous waste associated with drilling.<br><br>For areas of the project site outside the landfill area, risk based remediation shall be considered. It is also possible that passive remediation techniques (natural attenuation, bio-venting, or others) can be applied with regulatory agency approval. Application of these remediation techniques for impacted soils could eliminate the need to excavate and transport contaminated soil to the landfill, and thus reduce the potential for adverse impacts.<br><br>Differential settlement of the landfill surface has the potential to rupture lateral collection pipes or sever connections to monitoring probes. Proposed inspection procedures for passive gas collection system must insure proper operation of this system. In addition to risers, the inspection system must insure the structural integrity of collection lateral pipes. Periodic injection and extraction tests should be conducted to determine actual flow continuity and confirm sensor operation. | Project applicant | Prior to issuance of grading permits | Public Works Department | |
| **FIRE PROTECTION** | | | | | |
| MM 3.11-1 | The project applicant shall pay the required Public Safety Impact Fee. | Project applicant | Prior to issuance of a building permit | Community Development Department | |
| MM 3.11-2 | Building permits issued for the project shall be consistent with the most recently adopted Uniform Building Code (UBC) and the City Fire | Project applicant | Prior to issuance of a building permit | Community Development Department | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| | Code. | | | | |
| MM 3.11-3 | All structures associated with the proposed project shall be completely installed with sprinklers, with standpipe spacing plans to be reviewed and approved by the Fire Department. Plans and specifications for the sprinkler system shall be submitted to the Fire Department for review and approval prior to construction plan approval. | Project applicant | Prior to issuance of a building permit | Fire Department | |
| MM 3.11-4 | Access points for the purpose of rescue shall be provided within all structures associated with the proposed project. The access points shall be reviewed and approved by the Fire Department prior to construction plan approval. | Project applicant | Prior to issuance of a building permit | Fire Department | |
| MM 3.11-5 | Fire hydrants shall be placed at approximately 300-foot intervals around the entire project site. Exact fire flow requirements and fire hydrant locations shall be first determined by the Fire Department. | Project applicant | Prior to the issuance of first occupancy permit | Fire Department | |
| MM 3.11-6 | Fire resistant construction meeting City requirements shall be incorporated into the building design. | Project applicant | Prior to issuance of a building permit | Community Development Department | |
| **POLICE PROTECTION** | | | | | |
| MM 3.12-1 | The project applicant shall pay the required Public Safety Impact Fee. | Project applicant | Prior to issuance of a building permit | Community Development Department | |
| MM 3.12-2 | Prior to construction of the proposed project, the MPPD shall be consulted and included in the planning of the following project components:<br>• Landscaping<br>• Parking structure lighting<br>• Placement of security monitors<br>• Building design<br>• Restroom design and location<br>• Parking availability and restrictions surrounding the facility | Project applicant | Prior to issuance of a building permit | Police Department | |
| MM 3.12-3 | An on-site security system, which includes security guards, alarms, and access limits after hours, shall be provided for the proposed project. The project applicant shall consult with MPPD regarding the features of this system. | Project applicant | Prior to the issuance of first occupancy permit | Police Department | |
| MM 3.12-4 | Visually isolated pockets within the development shall be minimized. Emergency exit doors that have partially enclosing angled walls shall | Project applicant | Prior to issuance of a building permit | Police Department | |

*Table 3-1*
*Mitigation Monitoring Requirements*

| | Mitigation Measure | Responsibility for Implementation | Timing | Responsibility for Monitoring | Monitor (Signature Required) (Date of Compliance) |
|---|---|---|---|---|---|
| | be secured with the intent of preventing access to these areas. | | | | |
| MM 3.12-5 | Project landscaping shall utilize irrigation systems to deter loitering or sleeping in such areas. | Project applicant | Prior to issuance of a building permit | Public Works Department | |
| MM 3.12-6 | Street and landscape lighting acceptable to the City Engineer shall be installed along the streets on each side of the development. Such lighting should be designed to minimize illumination impacts to adjacent residents. | Project applicant | Prior to the issuance of a building permit | Public Works Department | |
| MM 3.12-7 | The surface parking lot shall be well illuminated. Such lighting should be designed to minimize illumination impacts on adjacent residents. | Project applicant | Prior to the issuance of a building permit | Community Development Department | |
| MM 3.12-8 | Upon completion of the proposed project, the applicant shall provide the MPPD with a site plan of the project. The plan shall include access routes, unit and/or building numbers, and any information that in the judgment of the Police Department might facilitate police response and/or minimize service requirements. | Project applicant | Prior to the issuance of first occupancy permit | Police Department | |
| MM 3.12-9 | Clearly identifiable address indicators shall be provided on all buildings. | Project applicant | Prior to the issuance of first occupancy permit | Public Works Department | |
| MM 3.12-10 | Project tenants shall discourage loitering of people and vehicles in parking areas. | Project tenants | During operation | Police Department | |
| MM 3.12-11 | The project applicant shall erect appropriate and aesthetically pleasing barriers (i.e. gates, fences, shrubbery) along property boundaries to minimize human intrusion into landscaped buffer areas. | Project applicant | Prior to the issuance of first occupancy permit | Public Works Department | |

# 4. Mitigation Monitoring Reports

Mitigation monitoring reports are required to document compliance with the Mitigation Monitoring Program and to dispute arbitration enforcement resolution. Specific reports include:

- Field Check Report
- Implementation Compliance Report
- Arbitration/Enforcement Report

## *4.1 FIELD CHECK REPORT*

Field check reports are required to record in-field compliance and conditions.

## *4.2 IMPLEMENTATION COMPLIANCE REPORT*

The Implementation Compliance Report (ICR) is prepared to document the implementation of mitigation measures on a phased basis, based on the information in Table 3-1. The report summarizes implementation compliance, including mitigation measures, date completed, and monitor's signature.

## *4.3 ARBITRATION/ENFORCEMENT REPORT*

The Arbitration/Enforcement Report (AER) is prepared to document the outcome of arbitration committee review and becomes a portion of the ICR.

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# 5. Report Preparation

## 5.1 LIST OF PREPARERS

The Planning Center

William Halligan, Esq.
Vice President, Environmental Services

Leah Boyer
Associate Planner

City of Monterey Park

Jim Basham
Development Services Director

# 6. Report Preparation

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# ATTACHMENT 2

Market Place Development Agreement (DA-22-01) Ordinance

**ORDINANCE NO. _____**

**AN ORDINANCE APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND MONTEREY PARK RETAIL PARTNERS, LLC TO FACILITATE THE DEVELOPMENT OF THE MONTEREY PARK MARKET PLACE**

**THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** *Recitals*. The City Council finds and declares as follows:

A. Monterey Park Retail Partners, LLC, a California Limited Liability Company ("Developer") entered into a development agreement dated January 16, 2013 (the "Development Agreement") with the City of Monterey Park ("City"), in connection with developing a commercial retail shopping center consisting of approximately 500,000 square feet and a minimum of 1,924 parking spaces on the Oil Cleanup/Edison site (the "Property"), as further described in the precise plan and tentative map approved in conjunction with the Development Agreement, known and referred to as the Monterey Park Market Place (the "Approved Project").

B. Developer and its affiliates propose to amend and restate the Development Agreement (the "Amended and Restated Development Agreement") in connection with possible revisions to the Approved Project to allow the development of its final phase with retail, auto dealership, last mile distribution, and/or warehouse uses, parking, and related improvements, as further described in the specific plan ("Specific Plan") being considered in conjunction with the Amended and Restated Development Agreement (the "Project"). The Amended and Restated Development Agreement is attached to this Ordinance as Exhibit "A," and incorporated by reference.

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. On April 5, 2023, the City Council conducted a duly noticed public hearing to consider the Amended and Restated Development Agreement. Notice of the time, place and purpose of the public hearing was duly provided in accordance with Government Code §§ 65867, 65090 and 65091 and Monterey Park Municipal Code ("MPMC") § 21.32.070.

E. This Ordinance, and its findings, are based upon the entire administrative record considered during the April 5, 2023 public hearing including, without limitation, the staff report and accompanying documents.

**SECTION 2.** *Planning Agency*. Pursuant to MPMC § 2.56.020(C), the City Council is the Monterey Park Planning Agency for purposes of this Ordinance.

**SECTION 3.** *Findings*. Pursuant to Government Code § 65867.5, the City Council finds the following:

A. The Amended and Restated Development Agreement is consistent with the General Plan of the City of Monterey Park. The Amended and Restated Development Agreement furthers the goals of the General Plan and is in the interest of the general community welfare in that the Amended and Restated Development Agreement will, among other things, facilitate the development of the Property, which is consistent with the following General Plan policies:

1. Land Use ("LU") Element Goal 1 [Commercial districts that allow a variety of retail, service, and entertainment uses and that accommodate flexibility over time];

2. LU Goal 2 [Dynamic mix of businesses, uses, and employment that sustains a strong local economy and contributes to a fiscally sustainable tax base];

3. LU Policy 2.1 [Provide flexible and clear development standards to allow commercial, professional, industrial, institutional, and hospitality businesses and uses to expand and thrive economically];

4. LU Goal 12 [High design quality in all new commercial developments and rehabilitation projects];

5. LU Policy 12.1 [Compatibility. Require new, infill, and rehabilitation projects in commercial districts be compatible with existing contexts in terms of site design, scale, building design, materials, and architectural approaches];

6. LU Goal 14 [The Market Place as a regional destination for diverse shopping, dining and entertainment experiences];

7. LU Policy 14.1 [Flexibility. Ensure that zoning regulations applicable to the Market Place properties provide focus for the uses the City looks to attract, while providing flexibility to accommodate emerging new uses and markets over time];

8. LU Policy 14.2 [Traffic. Work with property owners and property managers to address and manage traffic associated with the Market Place, so that visitors avoid traveling through adjacent residential neighborhoods]; and

9. LU Policy 14.3 [High Design Quality. Insist upon high design quality and landscape treatments upon establishment and over time].

B. The Amended and Restated Development Agreement is also consistent with Economic Development Goal 7.0 and Policies 7.1 through 7.5.

C. The Development Agreement also provides certainty in planning and construction as well as orderly development, while providing assurance to the Applicant that it may construct the Project.

D. The Amended and Restated Development Agreement complies with the conditions, requirements, restrictions, and terms of MPMC § 21.44.030, in that it includes all mandatory provisions required by Government Code § 65865.2 and does not include any provisions that are not authorized by the Development Agreement Act (Government Code §§ 65864 - 65869.5).

**SECTION 4.** *Environmental Assessment*. Because of the facts set forth above, the Project is consistent with the Supplemental Environmental Impact Report ("SEIR") and Statement of Overriding Considerations certified (and adopted) by the City Council on December 19, 2012 via Resolution No. 11548 (State Clearinghouse No. 1999051058). None of the elements set forth in Public Resources Code § 21166 or CEQA Guidelines § 15162 exists. Accordingly, no subsequent or supplemental Environmental Impact Report, Mitigated Negative Declaration or Addendum is required to be prepared before adopting the Project. The Notice of Consistency is attached as Exhibit "B," and incorporated by reference. Implementation of mitigation measures identified in the SEIR will be monitored as called for in the Mitigation Monitoring and Reporting Program adopted on December 19, 2012.

**SECTION 5.** *Notice of Determination*. The City Manager, or designee, is directed to file a notice of determination in accordance with CEQA §§ 21152, 21167(f); CEQA Guidelines § 15094; and any other applicable law.

**SECTION 6.** *Public Benefits.* The Development Agreement provides for public benefits including, without limitation:

A. The Project will promote the public convenience, health, interest, safety, or welfare of the City and will not adversely affect the orderly development of property or the preservation of property values. Among other things, the Amended and Restated Development Agreement provides for a high-quality

mixed-use development, while preserving the City's authority to impose health and safety regulations on the Project. The Monterey Park Market Place facilitates the utilization of a key site within the City strategically placed near the 60 Freeway to attract significant national and regional tenants and which is anticipated to attract and generate additional jobs and economic activity in the City, thereby preserving or raising adjacent property values and generating significant additional revenue for the City in the form of additional sales tax and/or property tax.

B. The Project facilitates the development of the Monterey Park Market Place development on an underutilized site within the City and includes provisions intended to ensure that such development will be of high-quality architectural design with successful and high-quality tenants. It also permits construction of a significant commercial/distribution/warehouse project on a site designated in the General Plan for such a project.

C. A public benefits fee of at least $25,000 per year during the term of the Development Agreement (up to $175,000 annually during the term) that may be utilized by the City for any purpose.

**SECTION 7.** *Incorporation of Amended and Restated Development Agreement; Changes; Execution*. In accordance with Government Code §§ 65864, *et seq*. this Ordinance approves the Amended and Restated Development Agreement in substantially the form attached as Exhibit "A," and incorporated into this Ordinance by reference.

A. The Amended and Restated Development Agreement may be changed before execution as authorized by the City Council during the public hearings for the Project.

B. The Amended and Restated Development Agreement may be changed before execution for minor clarifications and technical, clerical, corrections as approved by the City Attorney including, without limitation, completion of references, status of planning approvals, and completion and conformity of all exhibits to the Amended and Restated Development Agreement.

C. The City Council authorizes the Mayor to execute the Amended and Restated Development Agreement on the City's behalf in a form approved by the City Attorney. The City Manager, or designee, is authorized to execute amendments or operating memoranda as permitted by the Amended and Restated Development Agreement, in a form approved by the City Attorney.

**SECTION 8.** *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 9.** *Enforceability*. Repeal of any provision of the Monterey Park Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

**SECTION 10.** *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 matter. The 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 11.** *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 12.** *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 13.** *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

**SECTION 14.** *Publications*. The City Clerk is directed to certify the passage and adoption of this Ordinance; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

**SECTION 15.** *Recording.* 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 16.** *Effective Date.* This Ordinance becomes effective on the 30th day following its passage and adoption.

**ORDINANCE NO. ___ HAD ITS FIRST READING ON APRIL 5, 2023, ITS SECOND READING ON ____, AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTEREY PARK AT ITS REGULAR MEETING OF _____.**

**Jose Sanchez, Mayor**

**ATTEST:**

**Maychelle Yee, City Clerk**

**APPROVED AS TO FORM:**

**Karl H. Berger, City Attorney**

**Exhibit A: Development Agreement 22-01**
**Exhibit B: Notice of Consistency**

**EXHIBIT A**

**AMENDED AND RESTATED**
**DEVELOPMENT AGREEMENT**

This Amended and Restated Development Agreement (the "Agreement") is made this ___ day of _____, 2023, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation (the "City"); MONTEREY PARK RETAIL PARTNERS, LLC, a California limited liability company ("MPRP"); MPRP Tract 1, LLC, a California limited liability company, MPRP Tract 2, LLC California limited liability company; and MPRP Tract 3, LLC, California limited liability company (collectively, "Developer"). City and Developer may be collectively referred to as the "Parties" and each may be referred to as a "Party." The Parties agrees as follows:

**1.** RECITALS. The Parties enter into this Agreement with reference to the following:

A. Government Code § 65864, *et seq*. and Monterey Park Municipal Code ("MPMC") Chapter 21.110 (collectively, the "DA Regulations") authorize City to enter into development agreements with persons having legal or equitable interests in real property for the development of such real property.

B. Developer owns approximately 51.1 acres of real property located in City's jurisdiction which is legally described in attached Exhibit "A," and is incorporated by reference (the "Property").

C. MPRP and City previously entered into a development agreement dated January 16, 2013 (the "2013 Agreement") which authorizes development of a commercial retail shopping center consisting of approximately 500,000 square feet and a minimum of 1,924 parking spaces on the Property known and referred to as the Monterey Park Market Place (the "Approved Project"). During the term of the 2013 Agreement, MPRP transferred portions of the Property to its three affiliates (the other Parties listed above).

D. The Approved Project is also described in the Final Environmental Impact Report and Supplemental Environmental Impact Report identified by State Clearinghouse Number 1999051058 (collectively, the "EIR") and prepared pursuant to the requirements of CEQA.

E. Developer constructed approximately _____ square feet of commercial development on the Property. An approximately eight-acre portion of the Property located north of the 60 Freeway and west of Market Place Drive remains undeveloped. Developer proposes to develop this portion of the Property with retail, auto dealership, last mile distribution, warehouse uses, and/or parking, and related improvements, and from time to time renovate, improve, and/or modify the existing commercial development, all as further described in the Monterey Park Market Place Specific Plan ("Specific Plan") being considered in conjunction with this Agreement (collectively, the "Project").

F. Developer and City desire to amend and restate the 2013 Agreement in connection with the adoption of the Specific Plan to allow the development of the Project.

G. Developer filed the following applications with City (the "Project Applications"):

i. An Application for the Specific Plan; and

ii. An application for approval of this Agreement.

H. This Agreement assists with land use planning certainty and provides for the orderly development of the Project in a manner consistent with Applicable Law including, without limitation, the MPMC and the General Plan.

I. All actions taken by City were undertaken in accordance with Applicable Law including the California Environmental Quality Act (Public Resources Code §§ 21000, *et. seq*.) ("CEQA"), and all of the other requirements of notice, public hearings, findings, votes and other procedural matters.

J. On _____, 2023, the City Council held a public meeting and took the following actions after making appropriate findings:

i. Resolution No. ____ finding that no subsequent or supplemental EIR is required for the Project and that the EIR remains the appropriate CEQA document for the Project;

ii. Introduced and waived first reading of Ordinance No. ____, approving the Specific Plan. Second reading and adoption occurred on _____, 2023. That Ordinance becomes effective 30 days afterward.

2. DEFINITIONS. Unless the contrary is stated or clearly appears from the context, or is defined elsewhere within this Agreement, the following definitions govern the construction of the words and phrases used in this Agreement. Words and phrases not defined by this Agreement have the meanings stated in the MPMC and any successor statutes or regulations.

"Anniversary Date" means that date each yearly anniversary of the Effective Date.

"Applicable Law" means all federal, state and local law including, without limitation, the MPMC, uncodified ordinances, resolutions adopted by the City Council, the Specific Plan, and all other regulations affecting the Property in effect on the Effective Date.

"CEQA" means the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*.) and the CEQA Guidelines (California Code of Regulations, title 14, §§ 15000, *et seq*.), as amended.

"Conditions of Approval" means those conditions of approval imposed by City in connection with the Specific Plan.

"Development Impact Fees" or "DIF" means all City-adopted fees and monetary exactions that are designed to pay for new or expanded public facilities needed to serve, or to mitigate the adverse effects of, a given development project and that are imposed by City as a condition of approval of discretionary or ministerial permits for, or in connection with the implementation of, that development project. The term "Development Impact Fees" does not include processing fees and charges as described in this Agreement. The term "Development Impact Fees" also does not include requirements that development be served by a public utility even if that public utility imposes a capital improvement fee or similar charge as a condition of providing service. The estimated DIFs to be paid for the Project are as set forth on attached Exhibit "B," which is incorporated by reference.

"Director" means the City Manager, or designee. This Agreement anticipates that the Director will ordinarily be City's Community Development Director.

"Discretionary Action(s)" or "Discretionary Approval(s)" means a City action requiring the exercise of judgment, deliberation or discretion on the part of City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires City, including any board, commission or department or any officer or employee thereof, to determine whether there has been compliance with Applicable Law.

"Effective Date" means, except as provided below, the date this Agreement which is the same as when the Enacting Ordinance (hereafter defined") becomes effective. Execution of this Agreement by the parties does not bind the Project or the Developer to actually use or develop the Project pursuant to the terms of this Agreement until the Effective Date. Notwithstanding the foregoing, the indemnity obligations of Developer take effect as of the date this Agreement is executed.

"Enacting Ordinance" means Ordinance No. _____, adopted by the City Council on _____, approving this Agreement.

"Exactions" means all exactions, in-lieu fees or payments, dedications or reservation requirements, obligations for on-site or off-site improvements, construction requirements for public improvements, facilities, or services called for in connection with the development of or construction on the Property, whether such requirements constitute subdivision improvements, mitigation measures in connection with environmental review of any project, or impositions made under any applicable ordinance or in order to make a project approval consistent with the anticipated land use policies of the General Plan.

"General Plan" means the Monterey Park General Plan as of the Effective Date except that the Housing Element to the General Plan may become effective after the Effective Date, and is incorporated into the "General Plan" for purposes of this Agreement upon its certification by the California Department of Housing and Community Development in accordance with Applicable Law.

"Minor Change" means changes, modifications or adjustments which are consistent with the overall intent of the Specific Plan and which do not materially alter the overall nature, scope, or design of the Project including, without limitation, construction or provision of additional parking spaces within any Parking Areas; relocation of the existing Leachate Treatment Plant; redevelopment of that parcel; and/or the configuration of internal circulation elements.

"Mortgage" means any mortgage, deed of trust, encumbrance, sale leaseback or other security interest encumbering all or any portion of the Property, given by Developer for the purpose of securing funds to be used for financing the acquisition of the Property or any portion thereof, the construction of improvements thereon and/or any other expenditures reasonably necessary and appropriate to develop and/or operate the Project.

"Mortgagee" means the holder of the beneficial interest under any Mortgage.

"Parking Areas" means the areas dedicated for parking, as set forth in the Specific Plan.

"Permitted Uses" means those uses that are specifically permitted by the Specific Plan or, alternatively, the MPMC.

"Processing Fees" means all processing fees and charges required by the City that are applied uniformly to all construction or development related activity including, without limitation, fees for land use applications; building permit applications; building permits; grading permits; shoring and excavation permits; hauling permits; encroachment permits; demolition permits; subdivision or parcel maps; lot line adjustments; street vacations; inspections; certificates of occupancy and plan check. Processing Fees do not mean or include DIFs.

"Project Buildings" means all the buildings permitted under the Specific Plan.

"Project Facilities and Infrastructure" means public and semi-public facilities and infrastructure (including associated grading, engineering, design, construction, and supervision) only to the extent such facilities and infrastructure serve the Project.

"Specific Plan" means that certain specific plan approved for the Project by City Council as part of Ordinance No. ____ on_____ , 2023.

"Uniform Codes" means those Uniform Codes adopted by reference in the MPMC in accordance with Government Code §§ 50022.2, *et seq*. as required by applicable law including, without limitation, Health and Safety Code § 18944.5 and Title 24 of the California Code of Regulations. The Uniform Codes govern building and construction standards including, without limitation, the building, plumbing, electrical, mechanical, grading, sign, and fire standards.

"Zoning Regulations" means the zoning regulations in the MPMC that are part of the Applicable Law.

3. GENERAL ACKNOWLEDGMENTS. The Parties acknowledge that: (a) City entered into this Agreement pursuant to Applicable Law and City's police powers under the California Constitution to, in part, address the need for public facilities and infrastructure in connection with the Project and other property in the area; and (b) nothing in this Agreement may be construed to limit or restrict the exercise by City of its police powers including, without limitation, those of eminent domain.

4. APPLICABILITY OF THIS AGREEMENT. This Agreement does not: (a) grant density or intensity exceeding that otherwise established in the Specific Plan; (b) eliminate future City approvals relating to the Project if applications seeking such approvals are initiated and submitted by the Developer after the Effective Date; (c) guarantee that Developer will receive any profits from the Project; (d) prohibit the Project's participation in any benefit assessment district that is generally applicable to the surrounding properties; or (e) amend the General Plan. This Agreement has a fixed term. Furthermore, City may apply any law in effect at the time of Developer's future application for Project approvals.

5. INTEREST OF DEVELOPER. Developer represents to City that, as of the Effective Date, Developer has a legal or equitable interest in the Property subject only to encumbrances, easements, covenants, conditions, restrictions, and other matters of record.

6. DEVELOPMENT OF THE PROJECT. The Parties agree that:

A. General Development. Any development of the Project on the Property must be conducted in accordance with the terms and conditions of this Agreement.

B. Permitted Uses. The permitted uses of the Project, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location of public improvements, and other terms and conditions of development applicable to the Project must be those set forth in Applicable Law including, without limitation, the Specific Plan, Conditions of Approval, and this Agreement.

C. Public Benefits Payments. On or before the first Anniversary Date and each subsequent Anniversary Date during the Term, Developer must make a payment (the "Public Benefit Payment") equal to the sum of (a) $25,000; (b) $1.00 multiplied by the square feet of net new floor area of any new Project Building

that was completed following the immediately preceding Anniversary Date (as evidenced by the City's issuance of a final certificate of occupancy therefor); and (c) ten percent of any rent (as calculated on a triple new basis) actually collected by Developer from the lessee of any new parking lot or parking facility completed on the Property since the immediately preceding Anniversary Date, less any free rent or rent credits granted to such lessee. Notwithstanding the foregoing, (y) the Public Benefit Payment may not exceed $175,000 in any given year, and (z) any Project Building intended for the following uses are exempt from payment of the Public Benefits Payment: sale or provision of retail goods or services including, without limitation, retail warehouse stores and discount clubs; banks; restaurants; grocery stores and supermarkets; department stores; retail eating establishments; art galleries; beauty/ health spas; fitness centers/gyms/health clubs; florist/nurseries; gas stations; Computer / Software / Technology; temporary/seasonal stores and kiosks; indoor amusement/entertainment/arcades; Medical/Professional/Administrative/Service Offices; or automotive uses, all as permitted under the Specific Plan. If a Project Building includes a mix of exempt and non-exempt uses, the Public Benefits Payment for that Project Building is based on the square footage of net new floor area of the non-exempt uses only.

D. Future Approvals. City agrees that land uses set forth in the Specific Plan and Conditions of Approval are approved or will be approved pursuant to the terms of this Agreement and Applicable Law, provided that Developer satisfactorily complies with all preliminary procedures, actions, payments and criteria applicable as of the Effective Date and generally required of developers by City for processing applications for land developments at such time. City agrees to grant and implement the necessary land use, zoning, site plan or subdivision approvals and to grant other approvals and permits, including ministerial approvals, that will accomplish or facilitate development of the Project for the uses and to the density or intensity of development described and shown in the Specific Plan, Conditions of Approval, and/or this Agreement pursuant to Applicable Law. Any future development of the Property not contemplated by this Agreement requires all discretionary approvals required by the Applicable Law (collectively, the "Future Conditions of Approval").

E. Applicable Law. Subject to the limitations set forth in this Agreement, Developer may develop the Property in accordance with, and to the extent of, the Specific Plan, Conditions of Approval and this Agreement. City may impose reasonable conditions in connection with any subsequent discretionary permit actions, but such conditions and actions must not prevent development of the Project as contemplated by this Agreement, or place burdensome or restrictive measures on Developer in connection with the development of the Project.

F. Amendment to Applicable Law. In the event the MPMC is amended by City in a manner which provides more favorable site development standards than those in effect as of the Effective Date, Developer may notify City in writing of its desire to be subject to the new standards for the remaining term of this Agreement. If

City agrees, by resolution of the City Council or by the Director's approval, such new standards will become applicable to the Property.

G. Exception for Uniform Codes. Notwithstanding any part of this Agreement to the contrary, the Project is subject to the City's enforcement of the "uniform codes" regulating building or construction standards which will apply to the Project at the time the City issues building permits.

H. Approval of Subsequent Tentative and Final Maps. Although the Applicable Law determines the standards for granting or withholding approval of tentative, vesting tentative and final maps and tentative, vesting tentative and final parcel maps, the procedures for processing approval of all such maps must be governed by regulations as may then be applicable.

I. Changes in State and Federal Rules and Regulations. Nothing in this Agreement precludes the application to the Project of changes in Applicable Law, the terms of which are specifically mandated and required by changes in state or federal laws or regulations as provided in Government Code § 65869.5. If City or Developer believes that such a change or addition required by California or federal law or regulation exists, then that Party must provide the other with a copy of such California or federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Law and/or of this Agreement.

J. Permitted Fees and Exactions. Except as otherwise provided in this Agreement, and specifically excluding fees set by entities not controlled by City that are collected by City (e.g., schools fees), City may only charge and impose those Development Impact Fees and Exactions including, without limitation, dedications and any other fee or tax (including excise, construction or any other tax) relating to development or the privilege of developing, which are in effect on a Citywide basis as of the Effective Date. This Agreement will not be construed to limit the authority of City to charge processing fees for land use approvals, building permits or other similar permits or entitlements which are in force and effect on a Citywide basis at the time application is made for such permits or entitlements and which are designed to reimburse City's expenses attributable to such application. Developer takes notice pursuant to Government Code § 66020(d) that City is imposing exactions upon the Project in accordance with the Mitigation Fee Act (Government Code § 66000, *et seq.*). Developer is informed that it may protest exactions in accordance with Government Code § 66020.

K. Term of Map(s) and Other Conditions of Approval. Pursuant to Government Code §§ 66452.6(a) and 65863.9, the term of any subdivision or parcel map that has been or may in the future be processed on all or any portion of the Property and the term of each of the Conditions of Approval will be extended for a period of time through the scheduled termination date of this Agreement.

L. Interpretation. Except for such changes as may in the future be mutually agreed

upon between City and Developer or as otherwise provided in this Agreement, Developer intends to develop the Project in accordance with the Specific Plan, Applicable Law, the Conditions of Approval, and the terms and conditions of this Agreement. In the event of any conflict between the provisions in this Agreement, the Specific Plan, and Applicable Law, such conflict will be resolved in the following order of priority: (i) first, the Specific Plan; (ii) then, the Applicable Law; and (iii) finally, this Agreement.

7. OPERATING MEMORANDA.

A. The Parties acknowledge that the provisions of the Agreement require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this Agreement. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this Agreement. If and when, from time to time, the Parties find that refinements or adjustments are desirable, such refinements or adjustments will be accomplished through operating memoranda or implementation agreements approved by the Parties which, after execution, will be attached to this Agreement as addenda and become a part hereof.

B. Execution of Memoranda. Operating memoranda or implementation agreements may be executed on behalf of City by the City Manager and the City Attorney. In the event a particular subject requires notice or hearing, such notice or hearing will be appropriately given. Any modification to the terms of performance under this Agreement, other than a Minor Change, will be processed as an amendment of this Agreement in accordance with this Agreement and must be approved by the City Council

8. DEVELOPER'S RIGHTS. Developer has and is vested with the right, during the term of this Agreement, including any extensions, to develop the Project as set forth in the Specific Plan.

9. MATERIAL PROJECT MODIFICATIONS. Developer may apply to City for permits, variances, or other approvals to develop portions of the Project in a manner which may be materially inconsistent with the Specific Plan. In such event, such portions of the Project may be reviewed and approved pursuant to the rules, regulations, and procedures of City in effect at the time Developer makes application to City for such development, and to the extent any such application is inconsistent with this Agreement, such application must include an application to amend this Agreement.

10. NON-APPLICATION OF CHANGES IN APPLICABLE LAW. City's subsequent adoption of any applicable general or specific plan, zoning, subdivision, or building regulation after the Effective Date of this Agreement, or any change in, or addition to, the Applicable Law (other than changes in Processing Fees as provided in this Agreement) including, without limitation, any changes in the General Plan or zoning regulations (including any regulation relating to the timing, sequencing, or phasing of the Project or construction of all or any part of the Project),

adopted after the Effective Date of this Agreement including, without limitation, any such change by means of ordinance, initiative, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by any board, agency, commission or department of City, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with or be more restrictive than the Applicable Law or Developer's entitlements under the Specific Plan, may not be applied to the Project during the term of this Agreement unless such changes constitute a change in Uniform Codes.

11. DISCRETIONARY APPROVALS. City will not require Developer to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals that are required by the Specific Plan or Applicable Law. However, any subsequent Discretionary Approval initiated by Developer that is not permitted by the Specific Plan or Applicable Law are subject to all applicable law then in effect. Approval of any off-site signs, digital signs, or signs otherwise not permitted pursuant to the MPMC and Applicable Law is not authorized by the Specific Plan and is not considered (for purposes of this Agreement) part of the Project.

12. TIMING OF DEVELOPMENT. To the maximum extent permitted by law, it is the Parties' express intention that the Project will not be subject to any subsequently enacted initiative or ordinances adopted in response to an initiative which in conflict with the Specific Plan, Conditions of Approval and/or this Agreement including, without limitation, any subsequently enacted initiative or ordinance adopted regarding consistency with the Project and/or Conditions of Approval with the General Plan. Without limiting the foregoing, it is the further intention of the parties that development of the Property be exempt from any subsequently enacted initiative or ordinances adopted in response to an initiative or City Council action that limits the number of building permits which may be issued in any year or otherwise seeks to limit the Developer's development plan. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that, subject to any infrastructure phasing requirements that may be required by the Conditions of Approval, Developer may (without obligation) develop the Property in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Notwithstanding this total exemption of the Property from local ordinances regulating the number of building permits which may be issued per year, if there is a judicial determination as a result of proceedings instituted by anyone not a party to this Agreement that the Property is subject to a subsequently adopted ordinance or initiative regulating the number of building permits which may be issued, then Developer shall be entitled to construct the amount of square feet of Project Buildings specified in the Conditions of Approval. As a material part of this Agreement, City agrees that it will not (except as otherwise specifically authorized herein) determine, or seek to have a judicial determination made, that the Property is subject to any subsequently enacted ordinance or initiative regulating the number of building permits which may be issued in any year. This commitment is necessary and in the best interests of the parties in order to provide the open space, parks, public facilities

infrastructure necessary to meet the requirements of the Conditions of Approval, if any, and the needs of City.

13. PERMITTED USES. Permitted uses of the Property, the density and intensity of such uses, the maximum heights and sizes of the Project Buildings and improvements to be constructed on the Property, and the reservation and dedication of land for public purposes, if any, required in connection with the development of the Property are as set forth in and consistent with the Specific Plan, and this Agreement does not authorize construction of any building or improvement exceeding the maximum density or building heights set forth in or otherwise required by the Specific Plan, as it may be lawfully amended by Developer from time to time.

14. COVENANTS RUNNING WITH THE LAND. As of the Effective Date for any portion of the Property and continuing for the Term provided in this Agreement, the terms and provisions of this Agreement are enforceable by the Parties as equitable servitudes affecting such portion of the Property, constituting covenants running with such portion pursuant to California law including, without limitation, Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon such portion of the Property, run with such portion, and be binding upon Developer and the successors and assigns of Developer during their respective ownerships of such portion of the Property.

15. 2013 AGREEMENT. Upon full execution of this Agreement by the Parties, the 2013 Agreement is superseded in its entirety and is of no further force or effect.

16. OBLIGATIONS OF CITY. In consideration of Developer entering into this Agreement, City agrees to the following with respect to the development of the Property:

A. Processing. City recognizes that expeditious processing of ministerial permits and approvals and discretionary actions, if any, and any other approvals or actions required for the Project can be helpful to the Project. In recognition of this value, City agrees to reasonably cooperate with Developer to establish time frames for processing and reviewing such ministerial permits and approvals and discretionary actions and to comply with any timeframes established in the Conditions of Approval. Upon satisfactory completion by Developer of all required preliminary actions and payments of appropriate processing fees, if any, City must promptly commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development by Developer of the Property in accordance with the other Conditions of Approval including, without limitation, the following:

i. the holding of all required public hearings; and

ii. the processing and approval of all ministerial approvals and related matters as necessary for the completion of the development of the Project. In this regard, Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder as required by the Applicable Law and

must cause Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefore as required by the Applicable Law.

iii. Standard of Review. The rules, regulations and policies that apply to any ministerial approvals which must be secured before the construction of any portion of the Project must be the Applicable Law. Any ministerial approval, including without limitation a building permit, must be approved by City within a reasonable period of time after application is made therefor.

iv. Contract Services. If requested by Developer, at Developer's expense, City must obtain outside contractual services as necessary to ensure prompt processing of all Conditions of Approval.

17. REIMBURSEMENT FOR CITY'S EFFORTS ON BEHALF OF DEVELOPER. To the extent that City, on behalf of (and requested by) Developer, attempts to enter into binding agreements with other entities in order to assure the availability of certain permits and approvals or services necessary for development of the Project as described in this Agreement, Developer must reimburse City for all costs and expenses incurred in connection with seeking and entering into any such agreement. Any fees, assessments or other amounts payable by City pursuant to any such agreement described herein must be borne by Developer, except where Developer has notified City in writing, before City entering into such agreement, that it does not desire for City to process an application from any third-party entity.

18. OTHER GOVERNMENTAL PERMITS. City agrees to cooperate with Developer in Developer's endeavors to obtain permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, for example, without limitation, public utilities or utility districts and agencies having jurisdiction over transportation facilities and air quality issues), so long as the cooperation by City will not require City to incur any cost, liability or expense without adequate indemnity against or right of reimbursement therefor from Developer.

19. SIGN APPROVAL. Developer acknowledges that off-site signs and digital signs are currently prohibited in City and that any amendment to the MPMC prohibiting such signs must be submitted for voter approval. If Developer requests an amendment to the MPMC and the City Council, in its sole and absolute discretion, elects to submit any such measure to City's electorate which would have the effect of permitting off-site and/or digital signs in City, Developer agrees to pay for any and all City fees and costs related to the potential preparation and election costs related to the ballot measure. In addition, Developer must defend and indemnify City against any legal challenge related to or arising from the proposed ballot measure.

20. TERM OF AGREEMENT. This Agreement is binding upon the Effective Date and, except as otherwise provided, remains in effect for a period of five years commencing from the issuance of the first Certificate of Occupancy for the Property unless terminated earlier by its terms or extended under this Section 20 (the "**Term**"). Pursuant to MPMC § 21.44.020(E), and except

otherwise provided, this Agreement will automatically renew twice for an additional two-year Term, not to exceed a total Term of nine years. That automatic renewal will occur on the anniversary of the Effective Date unless either Party opts, in writing, not to renew the Agreement not less than 90 days before that renewal date. Nothing in this Section prevents Developer from applying to extend the Term for an period of time by providing a written extension notice to City within thirty days of the end of the Term, provided that there is no uncured default of any of Developer's material obligations under this Agreement at the time. Expiration or termination of this Agreement does not invalidate any prior permits or approvals on the Property issued by City before such expiration or termination, nor does such expiration affect any right City may have by reason of Developer's covenants to dedicate land or provide public improvements in conjunction with any portion of the Property which is under construction at such time.

21. PUBLIC BENEFITS. The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for City's agreement to perform and abide by the covenants and obligations of City set forth herein, including without limitation the following specific public benefits for this Agreement:

22. MITIGATION MEASURES. Developer must comply with the Mitigation Measure and Reporting Plan ("MMRP") adopted via Resolution No. XXXX on XXXX, 2022 is incorporated by reference into this Agreement as if fully set forth. Failure to comply with the MMRP constitutes a material breach of this Agreement.

23. GREEN CONSTRUCTION. Developer agrees to analyze the feasibility of incorporating green construction practices, materials and features that are environmentally sustainable into new Project Buildings.

24. NEXUS/REASONABLE RELATIONSHIP CHALLENGES. Developer consents to and waives any rights it may have now or in the future to challenge the legal validity of, the conditions, requirements, policies or programs required by the Applicable Law or this Agreement including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.

25. OTHER GOVERNMENTAL PERMITS. Developer must apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Property as may be required for the development of, or provision of services to, the Project.

26. CONSTRUCTION AND FUNDING OF PROJECT FACILITIES AND INFRASTRUCTURE. Developer must construct or fund the construction of any Project Facilities and Infrastructure at the time such Project Facilities and Infrastructure are needed to satisfy the requirements of the Specific Plan. Except as otherwise provided, Developer has no responsibility for the operation, maintenance, repair or replacement of Project Facilities and Infrastructure.

27. IMPROVEMENT SECURITY. To the extent any Project Facilities and Infrastructure are not financed by a State agency and are being constructed following approval of the relevant final subdivision map, Developer must provide appropriate improvement security pursuant to Government Code §§ 66499, *et seq*. Any such improvement security must be released in the manner provided by Government Code § 66499.7. City agrees to use reasonable efforts to ensure the partial release of any improvement security provided by Developer upon the partial performance of the secured act or City's good faith acceptance of the secured Project Facilities and Infrastructure as completion of such improvements progresses.

28. DEDICATIONS. To the extent that rights-of-way or other interests in real property owned by Developer within the Property are needed for the construction, operation or maintenance of Project Facilities and Infrastructure, Developer must dedicate such right-of-way or other interest in real property to City (or other appropriate entity) at the time such land is actually needed for Project Facilities and Infrastructure. Any public improvements constructed by Developer and dedicated to City, and any right-of-way or other real property dedicated to City, will be dedicated free and clear of any liens unacceptable to the City. City must consider accepting each offer of dedication of the Project Facilities and Infrastructure required by this Agreement or the Specific Plan within 60 days of such offer by Developer, provided that the applicable improvements are completed consistent with the Applicable Law. All other Developer offers of dedication required by this Agreement or the Project Approvals must be accepted by the City within a reasonable time, provided that the applicable improvements are completed consistent with Applicable Law.

29. REVIEW OF COMPLIANCE. City will conduct a review of this Agreement as set forth in the following subsections.

A. Annual Review. City must review the extent of good faith compliance by Developer with the terms of this Agreement at least once every 12-month period from the Effective Date of this Agreement.

B. Procedure. Such annual review must be conducted in accordance with the MPMC.

C. Notice. City must notify Developer in writing of the date of review at least 30 days prior thereto.

D. Good-faith Compliance. During each annual review, Developer is required to demonstrate good faith compliance with the material terms of this Agreement. Developer agrees to furnish reasonable evidence of good faith compliance as City, in the exercise of its reasonable discretion, may require. If requested by Developer, City agrees to provide to Developer, a certificate that Developer, or a duly authorized assignee, transferee or successor in interest, is in compliance with the terms of this Agreement, provided Developer reimburses City for all reasonable and direct costs and fees incurred by City with respect thereto.

E. Production of Documents and Other Evidence. Developer agrees to furnish such reasonable evidence and adequate documentation of good faith compliance as

City, in the exercise of its reasonable discretion, may require.

F. Cost of Annual Review. The actual and reasonable costs incurred by City in connection with the annual review must be borne by Developer.

G. Failure to Conduct Annual Review. City's failure to perform an annual review does not constitute a Developer default.

H. Special Reviews. In addition, the City Council may order a special periodic review of Developer's compliance with this Agreement at any time. The cost of such special reviews will be borne by City, unless such special review demonstrates that Developer is not acting in good faith compliance with the material provisions of this Agreement. In such cases, Developer must reimburse City for all actual and reasonable costs, direct and indirect, incurred in conjunction with the special review.

I. Procedure for Review. The Director will conduct the review contemplated by this Section to ascertain whether Developer has reasonably complied in good faith with the material terms and conditions of this Agreement during the period for which the review is conducted. The Director will give Developer notice that any such review has been commenced, and give Developer at least 20 days after Developer's receipt of such notice to provide the Director such information as Developer deems relevant to such review. In addition, upon the written request of the Director, Developer must furnish such documents or other information as reasonably requested by the Director.

J. Finding of Compliance . If, following such a review, the Director finds good faith compliance by Developer with the material terms and conditions of this Agreement, the Director will issue to Developer an executed certificate of compliance, certifying Developer's good faith compliance with the terms and conditions of this Agreement through the period of such review.

K. Finding of Non-Compliance. If, following such a review, the Director finds that Developer has not complied in good faith with the material terms and conditions of the Agreement, the Director will provide notice to Developer detailing such non-compliance. Upon receipt of such notice, Developer (or a Mortgagee, if any, as provided in Section 30.B) may commence to cure the stated non-compliance in accordance with the terms of this Agreement. If Developer (or a Mortgagee, if any) fails to cure the non-compliance pursuant to the terms of this Agreement, the Director must notify the City Council that the Agreement be terminated. Developer (or a Mortgagee, if any) may dispute any such claim of non-compliance or failure to cure at a public hearing before such termination.

L. Effect on Default Procedures. Nothing in this Section may be interpreted to prevent City from providing Developer (and any Mortgagee that has requested such notice pursuant to Section 30.B) with a notice of default hereunder at any

time, including any time other than during a periodic review under this Section, or from terminating this Agreement pursuant to the provisions of this Agreement.

30. MORTGAGES.

A. Mortgagee Protection. No breach of this Agreement will defeat, render invalid, diminish or impair the lien of any Mortgage and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise is subject to all of the terms and conditions contained in this Agreement and entitled to all of its benefits. City may not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement and does not, in City's sole determination, diminish City's benefits in this Agreement or the security for those benefits.

B. Notice of Default to Mortgagee: Right of Mortgagee to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given hereunder and specifying the address for service thereof, and the Mortgagee has recorded a copy of such request in the official records of Los Angeles County in the manner required under Civil Code § 2924b with respect to Requests for Notices of Default, then City must deliver to such Mortgagee, concurrently with service thereon to the applicable Party, any notice given to the applicable Party with respect to any claim by such Party that it has not complied in good faith with the material terms of this Agreement or has committed an event of default. Each Mortgagee has the right (but not the obligation) for a period of 90 days after the receipt of such notice from such Party to cure or remedy, or to commence to cure or remedy, the claimed default or act of noncompliance set forth in such Party's notice. If the default is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee may (but is not obligated to) seek to obtain possession with diligence and continuity through foreclosure, a receiver or otherwise, and may (but is not obligated to) thereafter remedy or cure the default or noncompliance within 30 days after obtaining possession. If any such default or noncompliance cannot, with diligence, be remedied or cured within such 30-day period, then such Mortgagee may have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such Mortgagee commences cure during such 30 day period, and thereafter diligently pursues and completes such cure.

C. Liability for Past Defaults and Obligations. Subject to the foregoing, any Mortgagee, including the successful bidder at a foreclosure sale, who comes into possession of the Project or the Property or any part thereof pursuant to foreclosure, eviction or otherwise, will take such property subject to the terms of this Agreement and in no event will any such property be released from any obligations associated with its use and development under the provisions of this Agreement. Nothing prevents City from exercising any remedy it may have for a

default under this Agreement.

D. Bankruptcy. Notwithstanding the foregoing provisions of this Section 9, if any Mortgagee is prohibited from commencing or prosecuting foreclosure, or other appropriate proceedings in the nature thereof, by any injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Developer, the times specified in Section 30.B for commencing or prosecuting foreclosure or other proceedings will be extended for the period of the prohibition.

31. DEFAULT AND REMEDIES.

A. Notice and Cure. In the event of failure by any Party substantially to perform any material terms, covenant or condition of this Agreement, which is required on its part to be performed, the non-defaulting Party has those rights and remedies provided in this Agreement, provided that such non-defaulting Party has first sent a notice of default, identifying with specificity the nature of the alleged default.

B. Time to Cure. In the case of a monetary default by Developer, Developer must promptly commence to cure the identified default and shall complete the cure of such default within 20 business days after receipt by Developer of the notice of default. In the case of a non-monetary default by either Party, the alleged defaulting Party must promptly commence to cure the identified default and complete the cure within 60 days after receipt of the notice of default. The 60-day cure period for a non-monetary default will be extended as is reasonably necessary to remedy such default, provided that the alleged defaulting Party commences such cure promptly after receiving the notice of default and continuously and diligently pursues such remedy at all times until such default is cured.

32. REMEDIES FOR MONETARY DEFAULT. In the event of default by Developer in the performance of any of its monetary obligations under this Agreement which remains uncured 20 business days after receipt by Developer of a notice of default from City and after expiration of Mortgagee's cure period (if a Mortgagee of Developer has delivered a Request for Notice to City), City has available any right or remedy provided in this Agreement, at law or in equity. All of said remedies are cumulative and not exclusive of one another, and the exercise of any one or more of said remedies does not constitute a waiver or election in respect to any other available remedy.

33. REMEDIES FOR NON-MONETARY DEFAULT. In the event of non-monetary default by either Party hereunder which remains uncured (i) after expiration of all applicable notice, cure periods and other conditions contained in Section 31.B above , and (ii) in the case of a default by Developer, in addition to the foregoing and after the expiration of Mortgagee's cure period (if a Mortgagee of Developer has delivered a Request for Notice to the City), the non-defaulting Party has available any right or remedy provided in this Agreement, or provided at law or in equity, except as prohibited by this Agreement. All of said remedies are cumulative and not exclusive of

one another, and the exercise of any one or more of said remedies does not constitute a waiver or election in respect to any other available remedy.

A. City and Developer acknowledge that monetary damages and remedies at law generally are inadequate and that specific performance, including injunctive relief is an appropriate remedy for the enforcement of this Agreement. Therefore, the remedy of specific performance, including injunctive relief, is available to both City and Developer under this Agreement in the event of a non-monetary Default.

B. City does not have the right to sue for monetary damages as a result of a non-monetary default under this Agreement. Developer does not have the right to sue for monetary damages for any default under this Agreement.

34. TERMINATION OF AGREEMENT BY CITY. If City (a) finds and determines, on the basis of substantial evidence, that Developer has not been in good faith compliance with the material terms and conditions of this Agreement, or City finds and determines that there has been a default by Developer of its obligations under this Agreement; and (b) City provided notice and Developer (or a Mortgagee, if applicable) has not cured such default within the applicable cure period, City may commence proceedings to terminate this Agreement. The procedures for termination of this Agreement by City are as follows:

A. City must provide notice to Developer (and to any Mortgagee of Developer which has delivered a Request for Notice to City) of its intention to terminate this Agreement. The notice must contain the time and place of a public hearing to be held by the City Council on the determination of City to proceed with termination or modification of this Agreement. The public hearing may not be held earlier than: (i) 31 days after delivery of the notice to Developer, or (ii) if a Mortgagee has delivered a Request for Notice, the day following the expiration of the Mortgagee's cure period.

B. If, following the conclusion of the public hearing, the City Council: (i) determines that Developer is in default of its obligations under this Agreement beyond the applicable rights, remedies and cure periods set forth in this Agreement or has not been in good faith compliance with this Agreement, as applicable, beyond the applicable rights, remedies and cure periods set forth therein; and (ii) further determines that Developer (or the Mortgagee, if applicable) has not cured the acts or omissions that constitute the basis of the determination under subsection (i) or, if those acts or omissions could not be reasonably remedied before the public hearing, that Developer (or the Mortgagee) has not in good faith commenced to cure or correct such acts or omissions before the public hearing or is not diligently and continuously proceeding therewith to completion, the City Council may terminate this Agreement.

35. TERMINATION OF AGREEMENT BY DEVELOPER. In the event that (i) City breaches this Agreement and has not cured such default within the applicable cure period, or (ii) as

otherwise permitted under this Agreement, Developer may terminate this Agreement by providing notice to City. Termination is effective upon City's receipt of Developer's notice.

36. REQUIRED ACTIONS OF PARTIES; FURTHER ASSURANCES. City and Developer must execute all such instruments and documents and take in good faith all actions necessary or convenient to consummate the actions herein contemplated.

37. ASSIGNMENT. Developer may transfer or assign its rights under this Agreement in whole or in part to any person acquiring all or any portion of the Property and provide notice of such assignment to City. The terms, covenants, and conditions of this Agreement are binding upon any transferee whether or not such an assignment and assumption agreement is signed by the assignee upon acquiring the Property. Express assumption of Developer's obligations under this Agreement by any such transferee or assignee releases Developer from the obligations so assigned, and City will look solely to the transferee or assignee for performance of the assigned obligations under this Agreement.

38. NEGATION OF AGENCY. Each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property by the owner of such property.

39. CONSIDERATION. City and Developer acknowledge and agree that there is good, sufficient and valuable consideration flowing to City and to Developer pursuant to this Agreement and more particularly set forth in the Recitals of this Agreement. The Parties further acknowledge and agree that the exchanged consideration hereunder is fair, just, and reasonable.

40. RECORDATION. As provided in Government Code § 65868.5, the City Clerk must record a copy of this Agreement with the Registrar-Recorder of the County of Los Angeles within 10 days following execution by both Parties. Developer must reimburse City for all costs of such recording, if any.

41. NOTICES.All notices under this Agreement must be in writing and are effective when personally delivered or upon receipt after deposit in the United States mail as registered or certified mail, postage prepaid, return receipt requested, to the following representatives of the Parties at the addresses indicated below or to such other addresses as one Party may provide to the other from time to time:

| If to the City: | With a copy to: |
|---|---|
| City of Monterey Park<br>320 West Newmark Avenue<br>Monterey Park, CA 91754<br>Attention: City Manager | Burke, Williams & Sorensen, LLP<br>444 South Flower Street, Suite 2400<br>Los Angeles, CA 90071-2953<br>Attention: Karl H. Berger, Esq. |

If to Developer:

Monterey Park Retail Partners, LLC
1260 Stelton Road
Piscataway, NJ 08854
Attn: Jack Morris

and

Monterey Park Retail Partners, LLC
160 Essex Street
Lodi, NJ 07644
Attn: Joseph Marino

With a copy to:

The Weingarten Law Firm, LLC
1260 Stelton Road
Piscataway, NJ 08854
Attn: Sheryl Weingarten, Esq.

42. AMENDMENT OR CANCELLATION.

A. Amendment by Mutual Consent. This Agreement may be amended from time to time by mutual written consent of the original parties or their successors in interest, with City's actual and reasonable costs payable by amendment applicants, in accordance with the provisions of Government Code §§ 65867 and 65868 and provided that: (i) any amendment to this Agreement which does not relate to the term, permitted uses, density or intensity of use, height or size of buildings, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by Developer or any conditions or covenants relating to the use of the Property, does not require notice or public hearing before the parties may execute an amendment hereto; and (ii) any other amendment of this Agreement will follow the MPMC.

B. Amendment Exemptions. It is contemplated by City and Developer that Developer may, from time to time, seek amendments to one or more of the Conditions of Approval and Future Conditions of Approval. Any such amendments are contemplated by City and Developer as being within the scope of this Agreement as long as they are consistent with the Applicable Law and will, upon approval by City, continue to constitute the Conditions of Approval as referenced herein. The parties agree that any such amendments do not constitute an amendment to this Agreement nor require an amendment to this Agreement.

C. Amendment of Development Permits. Upon the written request of Developer, any Development Approval, including the Vesting Map and the Specific Plan may from time to time be amended or modified in the manner set forth in this

Agreement, the Applicable Law and applicable State laws.

43. WAIVER. No waiver of any provision of this Agreement is effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and referring expressly to this Section. No waiver of any right or remedy in respect of any occurrence or event is deemed a waiver of any right or remedy in respect of any other occurrence of event.

44. SUCCESSOR AND ASSIGNS. The provisions of this Agreement are binding upon and inure to the benefit of the Parties, and any subsequent owners of all or any portion of the Property and their respective successors and assigns. Any successors in interest to City are subject to the provisions set forth in Government Code §§ 65865.4 and 65868.5.

45. INTERPRETATION AND GOVERNING STATE LAW. This Agreement and any dispute arising hereunder are governed and interpreted in accordance with the laws of the State of California. This Agreement must be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party may not be employed in interpreting this Agreement, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal actions brought to enforce the terms of this Agreement must be brought and heard in the Superior Court of the State of California, County of Los Angeles.

46. CONSTRUCTIVE NOTICE AND ACCEPTANCE. Every person who, now or hereafter, owns or acquires any right, title or interest in or to any portion of the Property is conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

47. NO THIRD PARTY BENEFICIARIES. This Agreement is made and entered into for the sole protection and benefit of the Parties and their mortgagee(s), successors and assigns. No other person or entity has any right of action based upon any provision of this Agreement.

48. COUNTERPARTS. This Agreement may be executed in two or more identical counterparts, each of which is deemed to be an original and each of which is deemed to be one and the same instrument when each Party signs each such counterpart.

49. INCORPORATION OF ATTACHMENTS. All recitals and attachments to this Agreement, including all Exhibits referenced herein, and all subparts thereto, are incorporated by this reference.

50. DETERMINATIONS. Whenever in this Agreement the consent or approval of any Party to this Agreement is required, such consent or approval may not be unreasonably withheld, conditioned, or delayed. In addition, unless a contrary standard or right is set forth herein, whenever any Party is granted a right to take action, exercise discretion, or make an allocation,

judgment or other determination, each Party must act reasonably, in good faith and in accordance with the requirements of this Agreement.

51. HOLD HARMLESS AGREEMENT.

A. Developer hereby agrees to, and must defend, save and hold City and its elected and appointed boards, commissions, officers, agents, and employees harmless from, any and all claims, costs and liability for any damages, personal injury or death, which may arise, directly or indirectly, from Developer's or Developer's contractors', subcontractors', agents or employees' operations under this Agreement, whether such negligent operations be by Developer or by any of Developer's contractors, subcontractors, agents or employees. The foregoing hold harmless provision does not apply to any claims, costs or liability arising from the negligence or willful misconduct of City or City's contractors, subcontractors, agents or employees.

B. Developer agrees to indemnify and hold City harmless from and against any claim, action, damages, costs (including, without limitation, reasonable attorney's fees), injuries, or liability, arising from City's approval of the Project, this Agreement, and all procedures with approving this Agreement (collectively, "Project Approvals"). Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Project Approvals, Developer agrees to defend City (at City's request and with counsel satisfactory to City) and will indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this Section "City" includes the City of Monterey Park's elected officials, appointed officials, officers, and employees. This defense and indemnification obligation specifically excludes any claims arising from City's negligence or willful actions or omissions and any claims arising from the sole negligence or willful actions or omissions of the Oil Site Custodial Trust ("Trust") related to existing and ongoing environmental remediation of the Property or actions taken in furtherance of the Trust's duty to maintain and keep safe the Property before the time that Developer took possession or control of all or a portion of the Property.

C. This indemnification, hold harmless and defense requirement survives termination of this Agreement.

D. Absent a court order, the filing of any lawsuit(s) by a third party (not a Party to this Agreement) after the Effective Date against City and/or Developer relating to this Agreement or to other development issues affecting the Project does not delay or stop City's processing or issuing any permit or authorization necessary for development of the Project, unless City in good faith determines that such delay is legally required or could potentially subject the City to monetary damages.

52. ESTOPPEL CERTIFICATE. Either Party may, at any time, and from time to time, (but not more frequently than two times in any calendar year) deliver notice to the other Party requesting such party to certify in writing that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder must execute and return such certificate or give a written detailed response explaining why it will not do so within 30 days following the receipt thereof. Each Party acknowledges that such a certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this Agreement with respect to the Property will be in recordable form and may be recorded with respect to the affected parcels at the expense of the recording Party. Failure to deliver such a certificate or a written denial within the time specified above constitutes a rebuttable presumption against the Party failing to provide the certificate that this Agreement is in full force and effect, without modification, except as may be represented by the requesting Party; and that there are no uncured defaults in the performance of the requesting Party except as may be so represented. All costs incurred in providing the notice(s) anticipated by this Section 52 including reasonable attorney's fees are borne by the requesting Party.

53. AUTHORIZED DELAYS. Performance by any Party of its obligations hereunder is excused during any period of Excusable Delay, as hereinafter defined, provided that the Party claiming the delay gives notice of the delay to the other Parties within 30 days after the commencement of same has been ascertained. For purposes hereof, "**Excusable Delay**" means delay that directly affects, and is beyond the reasonable control of, the Party claiming the delay including, without limitation: (a) pandemic, (b) civil commotion or act(s) of terrorism; (c) riot; (d) strike, picketing or other labor dispute; (e) shortage of materials or supplies; (f) damage to work in progress by reason of fire, flood, earthquake or other casualty; (g) failure, delay or inability of City to provide adequate levels of public services, facilities or infrastructure to the Property including, by way of example only, the lack of water to serve any portion of the Property due to drought; (h) delay caused by governmental entities; or (i) litigation brought by a third party attacking the validity of this Agreement, the Specific Plan, or any other action necessary for development of the Project. Except for an Excusable Delay under clause (i) above, the payment of fees or monies by Developer under this Agreement is not excused or delayed during any period of Excusable Delay. The condition of the world, country, state or local economy does not constitute an Excusable Delay.

54. TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and of each and every term and condition.

55. ENFORCEABILITY OF AGREEMENT. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement and the Applicable Law, this Agreement is enforceable by any Party hereto notwithstanding any change hereafter in any Applicable Law adopted by City which change, alter or amend the Applicable Law governing the development of the Property as of the Effective Date, as provided by Government Code §§ 65866 and 65867.5, unless City determines that the failure to apply such

change would place the residents of City in a condition dangerous to their health or safety, or both. This Agreement does not prevent City from denying or conditionally approving any subsequent development project application by a third party not a successor-in-interest hereto on the basis of such existing or new rules, regulations and policies.

56. SINGULAR AND PLURAL; GENDER. Except where the context requires otherwise, the singular of any word includes the plural and vice versa, and pronouns inferring the masculine gender includes the feminine gender and vice versa.

57. ENFORCEMENT OF COVENANTS. All of the provisions of this Agreement are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including without limitation, Civil Code §1468.

58. ADMINISTRATION OF AGREEMENT. Any decision by City concerning the interpretation and administration of this Agreement and development of the Property in accordance herewith may be appealed by Developer to the City Council in accordance with the MPMC. Developer may not seek judicial review of any administrative decision without first having exhausted its remedies pursuant to this Section.

59. SEVERABILITY. If any article, section, subsection, term or provision of this Agreement, or the application thereof to any party or circumstance, to any extent, is invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Agreement, or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, will not be affected thereby, and each remaining article, section, subsection, term or provision of this Agreement is valid and enforceable to the fullest extent permitted by law.

60. ENTIRE AGREEMENT. This Agreement supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the within subject matter and contains the entire understanding between the Parties with respect thereto.

61. ELECTRONIC SIGNATURES. This Agreement may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

62. AUTHORIZATION. Each person executing this Agreement represents and warrants that he or she is authorized and has the legal capacity to execute and deliver this Agreement on behalf of the Party for which execution has been made.

CITY

CITY OF MONTEREY PARK,
A municipal corporation

By:_____

Title: _____

DEVELOPER

MONTEREY PARK RETAIL PARTNERS, LLC,
a California limited liability company

By:_____

Title: _____

MPRP TRACT 1, LLC, a California limited liability company

By:_____

Title: _____

MPRP TRACT 2, LLC California limited liability company

By:_____

Title: _____

MPRP TRACT 3, LLC, California limited liability company

By:_____

Title: _____

[NEEDS CAO SIGNATURE LINE]

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**(Per Title Report)**

Real property in the City of Monterey Park, County of Los Angeles, State of California, described as follows:

**[TO BE ADDED]**

**EXHIBIT B**
**Finding of Consistency with the Supplemental Environmental Impact Report for the Market Place Development (State Clearinghouse No. 1999051058)**

**April 5, 2023**

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On September 16, 2021, Monterey Park Retail Partners Tract 3, LLC, submitted a request for a conditional use permit ("CUP") to add a fourth drive through restaurant at the Market Place development that the City Council approved December 19, 2012 (the "Project"). The Market Place Precise Plan allowed up to three drive-through restaurants be approved ministerially; any subsequent drive-throughs require a CUP. The general layout, uses, parking, and traffic patterns are all the same as originally contemplated by the City Council on December 19, 2012.

The Project is considered a "project" under the California Environmental Quality Act ("CEQA"). Accordingly, environmental review is required pursuant to CEQA (Public Resources Code §§ 21000, *et seq*.) and the CEQA Guidelines (14 Cal. Code of Regulations §§ 15000, *et seq*.).

## Background

On December 19, 2012, the Monterey Park City Council adopted Resolution No. 11548 certifying the Final Supplemental Environmental Impact Report (SEIR) for the Market Place project and adopting a Statement of Overriding Considerations (*see* Final EIR/EIS at State Clearinghouse No. 1999051058). Implementation of mitigation measures identified in the SEIR will be monitored as called for in the Mitigation Monitoring and Reporting Program adopted on December 19, 2012.

The circumstances, impacts, and mitigation requirements identified in the SEIR remain applicable to the proposed Project; there are no new issues and the level of environmental impacts identified in the SEIR is static.

## Environmental Analysis

CEQA Guidelines § 15168(c)(2) states that if a project is proposed which has been the subject of a prior certified EIR, and "[i]f the [City] finds that pursuant to Section 15162, no new effects could occur or new mitigation measures would be required, the agency can approve the activity as being within the scope of the project covered by the … EIR, and no new environmental document would be required."

CEQA Guidelines § 15162 defines the conditions under which a subsequent EIR would be required for a project as follows:

*(1) Substantial changes are proposed in the project which require major revisions of the EIR due to the involvement of new significant environmental effects or substantial increase in the severity of previously identified significant effects;*

*(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and/or*

*(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was adopted, shows any of the following:*

1. *The revised project will have one or more significant effects not discussed in the previous EIR;*
2. *Significant effects previously examined will be substantially more severe than shown in the previous EIR;*
3. *Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*
4. *Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*

As stated above, the Project **will not result in any new environmental effect not already considered in the SEIR.**

**Findings**

Based on the above analysis, the City Council of Monterey Park makes the following findings:

1. On December 19, 2012, the City Council adopted Resolution No. 11548 and certified a Supplemental EIR for the project.
2. The Project will not facilitate the creation of any development beyond that anticipated and accounted for by the certified Supplemental EIR.
3. Approval of the Project will not result in any new or increased environmental effects, and no new mitigation measures are required.
4. Pursuant to CEQA Guidelines § 15168(c)(2), no new environmental documentation is required for approval of the Project.

# City Council Staff Report

**DATE:** April 5, 2023

**AGENDA ITEM NO:** New Business - 5A

**TO:** The Honorable Mayor and City Council

**FROM:** Ron Bow, City Manager

**SUBJECT:** Receive and File Staff Report Summarizing The President of the United States Visit to Monterey Park

**RECOMMENDATION:**

It is recommended that the City Council consider:

1. Receiving and filing this staff report summarizing the President of the United States visit to Monterey Park;
2. Taking such additional, related, action that may be desirable.

**EXECUTIVE SUMMARY:**

On January 21, 2023, 11 people were murdered, and nine were injured as the result of a shooting spree. This tragedy is unprecedented in the City's history and will affect our community for many years in the future.

In response to the tragedy, on Wednesday, January 25, 2023, the Vice President of the United States, Kamala D. Harris, traveled to Monterey Park to visit the site, laid flowers to honor the victims of the shooting, visited with victim's families, and met with first responders and local elected officials.

On Tuesday, March 14, 2023, the President of the United States, Joseph R. Biden, Jr. (POTUS), traveled to Monterey Park to visit with the victim's families, hosted a press conference regarding firearm legislation, and met with first responders and local elected officials.

In preparation for the POTUS' visit, City staff worked diligently to create an incident action plan. It took various actions to ensure the community's safety during this historic visit.

Staff recommends City Council consider receiving and filing this report documenting the preparation and response taken.

**BACKGROUND:**

Below is a summary of preparations and actions taken during the POTUS' visit:

Pre-Planning

- March 8th - Monterey Park Police Department (MPPD) is notified by U.S. Secret Service (USSS) of a pending POTUS visit. The Library was identified as a potential site for the President to meet with VIPs and victims' family members and the White House Advance team reached out to discuss preparations.
- March 9th - Police Sergeant is embedded with USSS and attended all pre-planning meetings and accompany POTUS when he lands at Los Angeles International Airport (LAX). Members of the White House Advance Team and Secret Service visited and toured the Library to evaluate the space and make plans for what they would need to prepare and secure the building. The Initial Incident Action Plan (IAP) is completed by MPPD staff and on file at the City Clerk's Office for reference.
- March 9th - March 13th: Library staff and Public Works (PW) staff worked with the White House and Secret Service to prepare and secure the building; telecommunications equipment was set up, Secret Service staff assessed the building and all its systems for security, a route through the building was established for the President, furniture was moved, and rooms were rearranged to accommodate meetings, Secret Service teams cleared and secured the building, a large tent was set up in the alleyway between the Library and Boys & Girls Club of the West San Gabriel Valley & Eastside for the President's arrival.
- MPPD receives verification that POTUS will visit Monterey Park on Tuesday, March 14th. He will be conducting a speech and press conference at the Boys & Girls Club and then meeting with the victims' families in the Library.
- Monterey Park Fire Department (MPFD) attended briefings and prep meetings.
- MPFD performed fire safety inspections of involved buildings.
- MPFD acquired additional communications equipment for EOC operations.
- All off-duty MPPD personnel are notified of mandatory work on Tuesday, the 14th.
- Supplemental traffic personnel are requested for mutual aid partners throughout the county.
- Additional SWAT resources and an armored rescue vehicle are requested from Pasadena PD.
- March 13th – City staff prepared and disseminated notices to affected properties, including residential and commercial.
- PW staff set out 125 longboards, 18 water barriers and 10 barricades at various intersections in preparation for street closures. Additionally, four (4) message boards were set out advising traffic delays.

Tuesday, March 14th, 2023

- 5:30 a.m. – Press begins arriving on Ramona Ave. Parking Officers begin closing surrounding streets and removing all parked vehicles.
- 6:00 a.m. – SWAT personnel briefing and site walk-through.
    - Staff arrived to work with White House and Secret Service teams to ensure preparations were finalized at the Library.
    - MPFD Provided liaison support in the involved buildings.

  - MPFD managed fire alarm detection and suppression systems within the involved buildings.
  - MPFD secured HAZMAT team assistance from neighboring department.
  - MPFD provided a Safe House location at FS61.
  - MPFD provided Fire & EMS protection within the secured area as well as the rest of the City of Monterey Park.
  - Provided tactical medics to MPPD SRT team
  - PW staff began support operations with MPPD for street closures.

- 7:00 a.m. – All MPPD personnel briefing in City Hall Council Chambers.
- 7:30 a.m. – Canteen for all personnel established in the city hall lobby. Breakfast & Lunch
- 8:00 a.m. – The Emergency Operation Center (EOC) is activated by MPFD and MPPD and staffed with key City personnel to ensure adequate response.
- 8:30 a.m. – Traffic personnel (assisting agencies) briefing – Council Chambers
- 9:30 a.m. - MPPD begins closing all streets surrounding the venue. Invited guests start arriving.
- MPPD personnel are embedded in both venues to assist USSS with screening and security.
- 12:28 p.m. – POTUS arrives at LAX from San Diego.
- All streets surrounding the venues are locked down, and all traffic is restricted.
- Garfield Avenue is closed from 10 freeway to Graves Ave.
- 1:20 p.m. – POTUS arrives in Monterey Park.
  - SWAT surrounds both venues and limits foot and vehicle traffic.
  - POTUS visited the Library following the speech at the Boys & Girls Club and stayed for approximately 3 hours to meet with elected officials and victims' families.
- 3:30 p.m. – Departure traffic control has been established.
- 4:30 p.m. – POTUS motorcade begins departure N/B on Garfield Ave.
- 4:34 p.m. - POTUS departs Monterey Park.
- All traffic control points begin breaking down.
- EOC is closed for the event.
- 5:00 p.m. – All City personnel de-briefing in the Council Chambers.

**FISCAL IMPACT:**
Unknown at this time.

Respectfully submitted by:

Ron Bow
City Manager

Prepared by:

Inez Alvarez
Assistant City Manager

Reviewed by:

Karl H. Berger
City Attorney

# City Council Staff Report

**DATE:** April 5, 2023

**AGENDA ITEM NO:** City Communications - 6A

**TO:** The Honorable Mayor and City Council

**FROM:** Thomas Wong, Mayor Pro Tem

**SUBJECT:** Request for future agenda item regarding Gun Violence Restraining Orders ("GVRO") and Potential Actions for Reducing Weapons within the City's jurisdiction

**RECOMMENDATION:**

It is recommended that the City Council consider:

1. Receive and file this report;
2. Direct the City Manager and City Attorney to propose potential actions on a future meeting agenda regarding what the City can do to increase public awareness regarding GVROs and/or take action to reduce the number of guns within the City's jurisdiction; and
3. Taking such additional, related, action that may be desirable.

**EXECUTIVE SUMMARY:**

After the mass shooting in January, the City Council took a number of actions to make a difference in reducing the incidents of gun violence within the Monterey Park community. Among other things, the City Council adopted Resolution No. 2023-R15 on March 1, 2023 (see attached) which directs the City Manager and City Attorney to draft an ordinance for the City Council's consideration and provide a report on what more might be done to reduce gun violence.

We should do more. Attached for the City Council's review is information regarding GVROs and how one may obtain them. We should find out if the City can do anything to help inform the public about this resource and, if so, how.

Additionally, we should ask for a report regarding whether the City can step up efforts to legally remove weapons from the community. Since 2018, only 13 weapons were either accepted or removed (by California law) by the Police Department from individuals identified as having potential mental health issues. Is there something more that can be done? And how much would that cost?

Please join me in providing this direction to the City Manager and City Attorney.

# CITY OF MONTEREY PARK

*320 West Newmark Avenue • Monterey Park • California 91754-2896*
www.montereypark.ca.gov



**City Council**
Jose Sanchez
Thomas Wong
Vinh Ngo
Henry Lo
Yvonne Yiu

**City Clerk**
Maychelle Yee

**City Treasurer**
Amy Lee


**Re: SUPPORT FOR GUN LEGISLATION**

On January 21, 2023, the City of Monterey Park became yet another of a growing list of communities to experience the tragedy of a mass shooting. An individual shot 20 individuals, killing 11. The shooter subsequently killed himself.

While our community continues to heal, the City Council believes it is vital that state and federal representatives take all action necessary to reduce the opportunity for another person to use a firearm to commit mass murder. To demonstrate the City's support for such action, the City Council adopted Resolution No. 2023-R15 on March 1, 2023. A copy is enclosed.

As may be read, the City Council directed the City Manager and City Attorney to make recommendations that may be adopted locally. Additionally, the City Council fully endorses enactment of the following proposed legislation at the state and federal levels: S14 (Feinstein); S25 (Feinstein); SB 2 (Portantino); SB 241 (Min); AB 28 (Gabriel) and AB 732 (Fong).

As leaders, we all are duty bound to protect our communities from harm. We are doing what we can on a local level. On behalf of all residents within our community, the City Council urges you to do the same and vote for these proposed laws.

Jose Sanchez
Mayor

Thomas Wong
Mayor pro tem

Vinh Ngo
Councilmember

Yvonne Yiu
Councilmember

Henry Lo
Councilmember

**RESOLUTION NO. 2023-R15**

**A RESOLUTION ADOPTED BY THE CITY COUNCIL SUPPORTING CERTAIN PROPOSED FEDERAL AND STATE LEGISLATION REGULATING THE SALE AND AVAILABILITY OF FIREARMS AND DIRECTING THE CITY MANAGER AND CITY ATTORNEY TO PROVIDE OPTIONS FOR CITY REGULATIONS NEEDED TO PROTECT PUBLIC HEALTH AND SAFETY FROM MASS CASUALTY INCIDENTS (AS DEFINED).**

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

SECTION 1: **Findings.** The City Council finds as follows:

A. On January 21, 2023, 11 people were murdered and nine were severely injured as the result of a shooting spree by an individual using a modified firearm that may be classified as an assault weapon.

B. For this Resolution, the City Council identifies a mass casualty incident ("MCI") as one occurring in a relatively public place, involving four or more deaths – not including the shooter(s) – and shooters who select victims somewhat indiscriminately. The violence in these cases is not a means to an end – the shooters do not pursue criminal profit or kill in the name of terrorist ideologies (*see* "Public Mass Shootings in the United States: Selected Implications for Federal Public Health and Safety Policy," Congressional Research Service, April 16, 2013, pp.2-3).

C. The City Council recognizes that the regulation of firearms is controversial. It cannot ignore, however, that the United States has less than 5% of the world's population but 46% of the world's civilian-owned guns (*see, e.g.,* "U.S. Gun Policy: Global Comparisons," Masters, Jonathan, Council on Foreign Relations, June 10, 2022). It ranks number one in firearms per capita (*Id.*) The United States also has the highest homicide-by-firearm rate of the world's most-developed nations (*Id.*). Consequently, this matter is a national and regional health concern that requires immediate, realistic, and practical responses.

D. Since the beginning of 2023, there have been 73 MCIs in the United States including the one our community on January 21, 2023.

E. According to the Centers for Disease Control and Prevention ("CDC"), there were 45,222 firearm-related deaths in the United States in 2020. That equates to approximately 124 people dying from a firearm-related injury each day. More than half of firearm-related deaths were suicides and more than 4 out of every 10 were firearm homicides (*see* "Fast Facts: Firearm Violence Prevention," Centers for Disease Control and Prevention, May 4, 2022).

F. It is vital that the City Council act to the greatest extent possible to protect this community from violence resulting from firearms. While the City of Monterey Park's ability to regulate firearms may be limited, it is empowered by the California Constitution to enact laws to protect public health and safety. Accordingly, this Resolution is adopted in accordance with the City's police powers as enshrined in Article XI, § 7 of the California Constitution.

SECTION 2: **Endorsements.** The City Council endorses the following legislative proposals and authorizes the Mayor and City Manager to take all appropriate action to ensure that this draft legislation is adopted:

A. Federal Legislation. The City Council endorses enactment of the following Bills in the United States Senate:

1. S14 (Feinstein): A Bill to amend Title 18 of the United States Code to prohibit the purchase of certain firearms by individuals under 21 years of age, and for other purposes (https://www.congress.gov/bill/118th-congress/senate-bill/14/text).

2. S25 (Feinstein): A Bill to regulate assault weapons, to ensure that the right to keep and bear arms is not unlimited, and for other purposes (*see* https://www.congress.gov/bill/118th-congress/senate-bill/25/text).

B. California Legislation. The City Council endorses enactment of the following Bills in the California Senate:

1. SB 2 (Portantino): Concealed Weapons Permits (https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202320240SB2).

2. SB 241 (Min): Minimum training for firearm dealers (attached as Exhibit "A" for reference).

3. AB 732 (Fong): Relinquishment of firearms following conviction under the Penal Code.

SECTION 3: **Direction**. The City Council directs the City Manager and City Attorney to take the following actions within 90 days following adoption of this Resolution:

A. Draft an ordinance amending the Monterey Park Municipal Code ("MPMC") in a manner substantially similar to that proposed by the Los Angeles County Board of Supervisors on February 7, 2023 adopting zoning regulations with a 1000 foot buffer zone between firearm dealers

and sensitive areas (e.g., “child safety zones”) and between firearm dealers and other firearm dealers;

B. Propose amendments to the MPMC that, to the extent legally feasible, implement the following:

1. Restrict minors’ presence in gun and ammunition stores and requires corresponding signage to be posted at entrances to stores;

2. Require firearms dealers to maintain annual sales reports and make them available to law enforcement upon request;

3. Require firearms dealers to maintain a fingerprint log and make it available to law enforcement upon request;

4. Require firearms dealers to maintain and report inventory in real-time and make it available to law enforcement upon request;

5. Require firearms dealers to install and maintain security cameras and make footage available to law enforcement immediately upon request;

6. Require firearms and ammunition dealers to provide purchasers a letter regarding gun owner responsibilities and firearms laws;

7. Requiring signs to be displayed with specific language warning customers about the risk associated with access to firearms at any site where firearm sales or transfers are conducted within the City;

8. Requiring all firearms in a residence be securely stored in a locked container or disabled with a trigger lock;

9. Mandate liability insurance for firearms owners in the City;

10. The feasibility of implementing a City firearms database that may be accessed by first responders to protect the health and safety of those individuals and the larger community;

11. Banning the sale of .50 caliber handguns and ammunition in City; and

12. Prohibiting carrying/possession of firearms on all City owned property.

C. Provide such additional, practical, recommendations for changes in federal, state, or local laws that may help prevent a future MCI but also

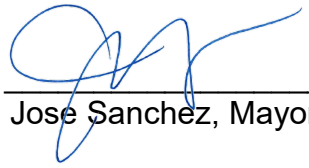
mitigate the aftershocks of such events. Such recommendations may include, for example, changes to the Internal Revenue Code that facilitate the creation of community funds that may accept – and disburse – tax exempt monies to persons affected by MCIs.

SECTION 4: **Validity**. If any part of this Resolution 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 Resolution are severable.

SECTION 5: **Electronic Signatures**. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5 and Monterey Park Municipal Code Chapter 3.95. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

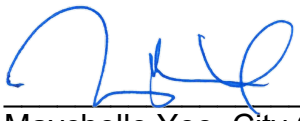
SECTION 6: **Effectiveness**. This Resolution will take effect immediately upon adoption.

PASSED AND ADOPTED this 1st day of March, 2023.



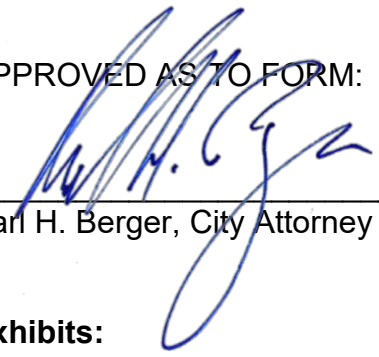
Jose Sanchez, Mayor

ATTEST:



Maychelle Yee, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

**Exhibits:**

A – SB 241 (Min)

State of California )
County of Los Angeles ) §
City of Monterey Park )

I, Maychelle Yee, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 2023-R15 was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 1st day of March, 2023 by the following vote:

| | | |
|---|---|---|
| Ayes: | Council Members: | Lo, Yiu, Ngo, Wong, Sanchez |
| Nays: | Council Members: | None |
| Absent: | Council Members: | None |
| Abstain: | Council Members: | None |

Dated this 1st day of March, 2023.

Maychelle Yee, City Clerk
City of Monterey Park, California

**SB-241 Firearms: dealer requirements.** (2023-2024)

**SHARE THIS:**

**Date Published: 01/25/2023 09:00 PM**

CALIFORNIA LEGISLATURE— 2023–2024 REGULAR SESSION

# SENATE BILL NO. 241

**Introduced by Senator Min**

**January 25, 2023**

An act to add Section 26920 to the Penal Code, relating to firearms.

## LEGISLATIVE COUNSEL'S DIGEST

SB 241, as introduced, Min. Firearms: dealer requirements.

Existing law prohibits any person from selling, leasing, or transferring any firearm unless the person is licensed as a firearms dealer, as specified. Existing law prescribes certain requirements and prohibitions for licensed firearms dealers. A violation of any of these requirements or prohibitions is grounds for forfeiture of a firearms dealer's license.

This bill would require a licensee and any employees that handle firearms to annually complete specified training. The bill would require the Department of Justice to develop and implement an online training course, as specified, including a testing certification component.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.** Section 26920 is added to the Penal Code, to read:

**26920.** (a) Commencing July 1, 2025, every licensee, and every employee thereof who handles or processes the sale, loan, or transfer of firearms or ammunition in the course of their normal duties, shall annually complete the training and certification described in subdivision (c).

(b) Every licensee shall maintain records of certification for all employees on the business premises and shall make these records available to any agent of the department or a licensing authority conducting an inspection of the licensee's premises.

(c) (1) The department shall, by no later than January 1, 2025, develop and implement a course of training for licensees and their employees who handle or process the sale, loan, or transfer of firearms or ammunition in the course of their normal duties.

(2) The training described in paragraph (1) shall include, without limitation, all of the following:

(A) Federal and state laws governing sales and transfers of firearms and ammunition.

(B) How to recognize and identify straw purchasers and fraudulent activity.

(C) Indicators that a person is attempting to purchase a firearm illegally.

(D) How to recognize and identify indicators that an individual intends to use a firearm for unlawful purposes.

(E) How to recognize and identify indicators that an individual intends to use a firearm for self-harm.

(F) How to prevent theft or burglary of firearms and ammunition.

(G) How to respond to circumstances described in subparagraphs (A) to (F), inclusive, and any applicable reporting requirement.

(H) How to teach consumers rules of firearm safety, including, but not limited to, the safe handling and storage of firearms.

(I) Other reasonable business practices that the department determines will deter gun trafficking or the unlawful use of firearms.

(3) The training shall be available in an online format and shall include an examination with not fewer than 20 questions derived from the course materials and intended to confirm that a course participant has learned the information covered by the course. A participant that answers at least 70 percent of the examination questions correctly shall receive a printable certificate of completion valid for one year from the date of completion.

(4) In addition to the online training course, the department shall prepare supplemental written materials that shall be available to all course participants to print and shall include, without limitation, all of the following:

(A) An outline of indicators that a prospective firearm transferee may be involved in gun trafficking or straw purchasing, including all of the following:

(i) The person is accompanied by one or more individuals.

(ii) The person is communicating with other individuals by telephone or other means.

(iii) The person is buying multiple firearms.

(iv) The person has been the subject of a crime gun trace.

(v) The person has purchased a firearm in the preceding 30 days.

(vi) The person otherwise indicates that a firearm is being obtained for another person.

(B) How to ascertain whether a prospective firearm purchaser is lawfully purchasing a firearm, including by asking questions of the prospective firearm purchaser.

(C) How to report a suspected fraudulent firearm purchase to the federal Bureau of Alcohol, Tobacco, Firearms and Explosives and to the Department of Justice.

(5) The department shall regularly review the training materials and update them as necessary.

(d) This section does not preclude any local authority from requiring a more stringent requirement regarding the training.

Cancel Print

CALIFORNIA COURTS
THE JUDICIAL BRANCH OF CALIFORNIA

# Ask for a Gun Violence Restraining Order

**WARNING:**

Please note that websites you visit may be viewed by someone else later. Always clear your browsing history after searching the web. Consider using a public or friend's computer if you are concerned about someone viewing your browsing history.

**Are You in Danger Now? If you need help right now, call "911."**
You can also call a legal aid or nonprofit in your area.

## Ask for a Restraining Order

To ask for a Gun Violence Restraining Order to prevent someone you worry about from having guns and being dangerous to themselves or others, you can:

1. Call the police and let them know you are concerned about someone who is a threat to themselves or others. Based on your report, a police officer can immediately ask a judge for an emergency order to prevent the person from having guns, firearms and ammunition. See section below on **Emergency Gun Violence Restraining Order** for more information.

OR

2. Go to court yourself to ask a judge for a Gun Violence Restraining Order.

**Emergency Gun Violence Restraining Order**

An emergency Gun Violence Restraining Order can be requested by a police officer and can be made right away against anyone who is a threat to themselves or others. If approved by a judge, the emergency order will last up to 21 days. After the emergency order is made, there will be a court hearing within 21 days from the time the emergency order was issued by the judge.

At the hearing, a judge could make the emergency Gun Violence Restraining Order last up to 5 years. If you want the order to last longer than 21 days, you should follow-up with the law enforcement agency right after the emergency order is made. You may be able to give them information that would help the judge make a decision. You may also ask the court for your own Gun Violence Restraining order against the person. (see next section)

**Going to court to ask for a Gun Violence Restraining Order.**

Before you start the court process, make sure you qualify for a Gun Violence Restraining Order.

## Who can ask the court for a Gun Violence Restraining Order?

- **Close family member**

To qualify as a "close family member" you must have one of these relationships **with the person who may cause harm to self or others:**

- o Spouse or domestic partner
- o Parent, child, sibling, grandparent, or grandchild
- o Spouse's parent, child, sibling, grandparent or grandchild
- o Parent's spouse, child's spouse, sibling's spouse, grandparent's spouse, or grandchild's spouse

• **Roommate:** Any person who regularly lives in their house now, or within the last 6 months.

• **Employer or coworker of the person who may use a gun** (if they have had substantial and regular interactions with the person for at least a year and have obtained the approval of the employer)

• **Employee or teacher of certain schools** the person has attended in the last six months, if the employee or teacher has obtained the approval of a school administrator or a school administration staff member with a supervisorial role.

• **Law enforcement officer**

## What will I have to prove to a judge?

In your court papers, you will need to give facts that would convince a judge of all of the following:

1. The person you want to restrain owns or is trying to get guns,

2. The person poses a significant danger, now or in the future, of personal injury to themselves or to another person; and

3. You need a restraining order because another less restrictive way to protect against the danger will not work, or has been tried but did not work, or is not appropriate.

**Do you qualify?**

**Yes** - You are ready to fill out the forms (or have a lawyer or clinic help you with the forms). Start with Step 1.

**No** - You may qualify for another type of retraining order. Learn about other types of restraining orders.

**I don't know** - Your courts self-help center may be able to help you for free. You can also hire a lawyer. Click for help finding a lawyer.

# Requesting a Gun Violence Restraining Order

**Step 1. Fill Out Your Court Papers and Prepare to File**

**Step 2. File Your Court Papers With the Clerk**

**Step 3. Get Your Papers Back From the Clerk**

**Step 4. Have Your Papers Served on the Restrained Person**

**Step 5. Prepare for Your Court Hearing**

**Step 6. After Your Court Hearing**

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## Step 1. Fill Out Court Papers and Prepare to File

**1. You will need to complete these forms:**

- Form GV-100 *(Petition for Gun Violence Restraining Order*;
- Form CLETS-001 (*Confidential CLETS Information)*;
- Form GV-109 (*Notice of Court Hearing) Complete* #1, #2 only
- Form GV-110 (*Temporary Gun Violence Restraining Order).* Complete #1, #2 and #3 only; and
- Form CM-010 (*Civil Case cover Sheet*) (Ask the court clerk if you need this for your court — you may not need it);

The most important form is Form GV-100. The judge will decide whether to approve (grant) your request for restraining order based on the information you give in item 6 on Form GV-100.

Make sure you give:

- Detailed information on why you are asking for the restraining order.
- Why you think the person is dangerous, such as threats made, and violent incidents.
- Include anything that will help the judge understand why the restraining order is necessary.
- Include other less serious alternatives that have been tried and not worked. Read Form GV-100-INFO *(Can a Gun Violence Restraining Order Help Me?)* for more information on what to include.

**IMPORTANT:** The restrained person will get a copy of every court paper filed except form CLETS-001. If you are staying somewhere you do not want the restrained person to know about and you want to keep the address confidential, do **not** write it on these papers. You can keep your home address confidential and use a mailing address instead.

**2. Have your forms reviewed (optional)**
If your court's self-help center helps people with Gun Violence Restraining Orders, ask them to review your paperwork. They can make sure you filled it out properly before you move ahead with your case.

**4. Make at least 3 copies of all your forms**
One copy will be for you; another copy will be for the person you want to restrain. The original is for the court.

# Step 2. File Your Court Forms With the Clerk

Once you have filled out all your forms, you have to file them with the court. "File" means that the court clerk will make the order an official part of the court's record of your case. **There is no fee** to file your request with the court.

You should file in the county where the person you want the restraining order against lives, or the place where any threats or injuries happened. If you have questions on where you should file, talk to a lawyer or your local self-help center.

Once you know which county to file in, find out which clerk's office you need to file at (there may be multiple clerk's offices in your county). Every court is different but in most counties you file a Gun Violence Restraining Order in the Civil Division. Ask the self-help center or the court clerk if you are unsure.

- **What to take?**
  - Make sure you have all your forms (listed in Step 1)
  - Need interpreter or help with a disability?

    If you do not speak English well, ask the clerk for an interpreter for your hearing date. You can file form INT-300 with your papers to request an interpreter. Get tips to help you work with a court interpreter.

    If you are deaf, hard-of-hearing, or have another disability, ask for an interpreter or other accommodation. Get more information for persons with disabilities and a form to ask for an

accommodation.

## Step 3. Get Your Papers Back From the Clerk

Once you turn in your court papers to the clerk, a judge will review them. In some courts, the judge will speak to you to get more information about your request. In all cases, you will have to return to pick up your court papers. Ask the clerk when you should return to pick up your court papers. It could be the same day or next business day.

**If the judge signed form GV-110**, this means you have a temporary restraining order. The orders granted on form DV-110 only lasts until your court date. You must go to your court date if you want a long-term restraining order. Look at the first page of Form GV-109 (Notice of Court Hearing) to see when and where your court date is.

**If the judge did not grant you a temporary restraining order**, the judge can still grant you a restraining order at your court date. You must go to your court date for the judge to grant you a restraining order. Look at the first page of Form GV-109 (Notice of Court Hearing) to see when and where your court date is. If you do not want to go forward with your request, you can tell the court clerk that you want to cancel the court hearing. or dismiss your case by filing Form CIV-110 (Request for Dismissal) or simply do nothing, which will keep likely end the case at the time of the hearing. If you want, you can refile your request in the future.

## Step 4. Have Your Papers Served on the Restrained Person

After you get a court date for your restraining order, you must have someone give a copy of your court papers to the restrained person (the other side). This lets the other side know that a case was filed, what they can do to answer back, and what they can't do (if there's a temporary restraining order). This is called serving papers.

**You are not allowed to serve your own papers.** It is a good idea to ask the sheriff or marshal to serve the papers. There is no fee for the sheriff or marshal to serve your papers. **Serving a Gun Violence Restraining Order can be very dangerous**, therefore it is not a good idea to have anyone but law enforcement do it. Also, if a Temporary Restraining Order was granted, a law enforcement officer should take all of the person's guns, magazines and ammunition when serving your court papers.

**1. You will need to give the sheriff a copy of your court papers.** Look at page 2 on form GV-109 to see what court papers you have to serve on the other side- these are the forms you will have to give to the sheriff.

The sheriff may have paperwork that you need to fill out, too. If you need help completing forms, you may want to bring someone with you when you go to the sheriff's office.

Contact the sheriff's department in the county where the person you want protection from is located to find out where to go to give them your court papers. In Shasta or Trinity county, contact the marshal for service.

**2. Get paperwork back from the sheriff**
The sheriff should give you paperwork after they serve (or try to serve) your forms. Check in with them, if you do not receive anything at least a week before your court date.

**If the sheriff was able to serve your court papers on the restrained person**, an officer will complete a Proof of Service form. This form proves to the court that the other side was served and will allow the court to move forward with your case. Make sure this form is filed with the court. If the sheriff did not file it, you will have to take it to the court clerk.

**If the restrained person was NOT served or not served by the deadline**, go to your court date and ask the judge to give you more time to serve the other person and for a new court date. This request is called a "continuance." If you get the continuance and a Temporary Gun Violence Restraining Order was issued (the judge signed Form

GV-110 ), the temporary restraining order will be extended until the new court date.

A new order will have to be signed by the judge on Order on Request to Continue Hearing (Form GV-116 ). Form GV-116 and all the other court papers you previously filed will need to be served on the restrained person.

## Step 5. Prepare for Your Court Hearing

### Tips

Court can be stressful. Here are some things you can do to be prepared:

• You can make notes and read from them at your court date. Use your notes to make sure you tell the judge about everything that supports your case.

• Bring all the court papers you've received or completed for this case. If there are any other documents you have as evidence, you must bring three copies of each piece of evidence with you to your court date. One copy is for you, one is for the other side and one is for the court.

• Some of the information or evidence that can help your case may be:

- Information about number and types of firearms owned by the person you are concerned about;
- Written statements from witnesses;
- Photos;
- Police reports;
- Damaged property or photos of damaged property;
- A threatening letter, email or telephone message from the person you want restrained.

• You can bring witnesses to your court date. Witnesses may or may not be allowed to speak, but you can also bring a witness's written statement (declaration) of what he or she saw or heard. You can use a *Declaration* (Form MC-030 ) for any statements of witnesses that support your side of the story. You should file and serve witness statements at the same time that you file your *Response to Petition for Gun Violence Restraining Order* (Form GV-120 ). If you do not have time to file them ahead of time, then take the original plus 2 copies to your court hearing.

• Bring a support person with you to court. This person may not be able to sit with you when the time comes to talk to the judge but the person can sit with you while you wait for your case to be called.

• If you do not speak English well, ask the clerk for an interpreter for your hearing date. Get tips to help you work with a court interpreter .

• If you are deaf, hard-of-hearing, or have another disability, ask for an interpreter or other accommodation. For more information for persons with disabilities and a form to ask for an accommodation.

## What to expect in court

There may be other cases set for the same time as your case. This means that you may be in court for several hours. If you have children, make sure to arrange for childcare. Some courts have a Child Waiting Room Call the courthouse to find out if this is available.

• Make plans to arrive early. If you are late, the judge may decide on your case without you there.
• Think about traffic, where to park, or how to get there on public transportation.

• Write down the phone number of the courtroom clerk. In case of an emergency, you can call and tell the clerk that you may be late.
• When your courtroom opens, go in and tell the clerk or officer that you are present.
• Do not sit next to or talk to the petitioner

## Follow Courtroom Rules

Rules are usually posted outside the courtroom, but here are some common rules:

- Do not bring food or drinks
- Turn off or silence your cell phone
- Do not wear a hat or sunglasses on your head

**When speaking to the judge:**

- Refer to the judge as “your honor” or Judge
- Don’t interrupt anyone who is speaking
- Wait until it's your turn to speak and let the judge know you want a chance to speak

**When your case is called**
When the judge calls your case, you will sit at a table at the front of the courtroom. Someone, usually the bailiff or a clerk, will tell you which table to sit at.

**The judge will ask who you are**
The judge will ask you and the other side to say your names. Then, you may be asked to swear to tell the truth.

**The judge will hear from both sides**
You and the other side will have a chance to present your case. This is when evidence will be shared and witnesses will testify.

**The judge will make a decision**
**If the restraining order is denied**, the restraining order case is finished. Any temporary restraining order that was granted should automatically expire right after your court date.

**If the restraining order is granted**, see Step 6 for more information.

# Step 6. After Your Court Hearing

**What you need to do next depends on what happened in court**

**If the judge approved your request, follow these steps:**

1. **Complete the forms:** Fill out Form GV-130 (*Gun Violence Restraining Order After Hearing or Consent to Gun Violence Restraining Order).*

2. **Have the forms signed by judge and filed**: Give Form GV-130 to the court clerk (or the judge) and the judge will sign it. Make sure the clerk files it after it is signed by the judge.

3. **Have the restrained person served with a copy of Form GV-130.**

- **If the restrained person was at the hearing**, you are not required to serve the restrained person with a copy of Form GV-130. But it is a good idea to have it served by a law enforcement officer in case the restrained person still has guns or ammunition.
- **If the restrained person was not at the hearing**, have a law enforcement officer, a police officer or sheriff, serve Form GV-130. This must be done in person and NOT by mail. Ask the law enforcement officer to

complete the Form GV-200 (*Proof of Personal Service*). Make sure this form gets filed with the court. It is a good idea to keep a copy of the proof of service and your restraining order at all times.
- The restrained person must turn their guns, magazines, and ammunition into law enforcement, or have them stored with a licensed gun dealer. The restrained person also will not be able to legally purchase any guns, ammunition or magazines. If the restrained person has not turned in their guns or ammunition within 24 hours of being served with the order, you can call police and ask them to help.

4. **Pay attention to when the order expires.** If before it expires you still think there should be a Gun Violence Restraining Order, you can ask to renew it for another one to five years.

Learn more about how to renew your restraining order.

**If the judge did NOT approve (denied) your request, some advice.**

If the judge did NOT approve your request, you don't have any other steps to take unless the judge ordered you to do something. Your case is finished.

For additional resources to assist you or a family member in crisis:

- Call 211 for local social service resources that can help you and your family
- Contact local law enforcement if you continue to be afraid the person may harm themselves or others
- Call National Suicide Prevention Line at 1-800-273-8255.
- Call National Domestic Violence Hotline at 1-800-799-7233.
- Review the information at Dementia and Gun Safety

**If the judge gave you a new court date:**

1. Make sure you go to your new court date if you still want a restraining order.

2. Have the judge sign Form GV-116 (Order on Request to Continue Hearing) and file the form with the clerk. This is a new order with a new court date and possibly an extension of a Temporary Gun Violence Restraining Order. If you got a new court date because you requested it and still need to serve the other person, follow all the directions for service in Step 3.

# Getting Help

Your city or county may have free legal help for Gun Violence Restraining Orders. Click for help finding a legal aid agency in your area.

Your court's self-help center may also be able to help you with a Gun Violence Restraining Order.

Self-Help Centers can give you free legal information but not legal advice.

You may also be able to get help from one of these links:

- Click for help finding a lawyer
- While Gun Violence Restraining Orders do not address abusive or harassing behavior, you may be able to get some help if domestic violence is a concern by contacting a local agency: Local domestic violence agencies