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 19, 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 Police 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:

- Economic Development
- Fire Department
- Recreation and Community Services

[1.] PRESENTATION

1-A. MONTEREY PARK COMMUNITY HEALING FUND UPDATE

[2.] OLD BUSINESS

2-A. RECEIVE AND FILE STAFF REPORT SUMMARIZING THE STATUS OF EMERGENCY REPAIRS OF THE MONTEREY PASS ROAD WATER LINE

It is recommended that the City Council consider:

(1) Receive and file the staff report summarizing the status of emergency repairs of the Monterey Pass Road water line; and

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

[3.] CONSENT CALENDAR ITEM NOS. 3A-3L

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. MONTHLY INVESTMENT REPORT – MARCH 2023

It is recommended that the City Council consider:

(1) Receiving and filing the monthly investment report; and

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

3-B. PROFESSIONAL MUNICIPAL CLERKS WEEK RESOLUTION

It is recommended that the City Council consider:

(1) Adopting a Resolution declaring the week of April 30 – May 6, 2023 as Professional Municipal Clerks Week in Monterey Park; and

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

3-C. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA DECLARING WEDNESDAY, APRIL 26, 2023 TO BE "DENIM DAY MONTEREY PARK"

It is recommended that the City Council consider:

(1) Adopting a resolution declaring Wednesday, April 26, 2023 as "Denim Day Monterey Park"; and

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

3-D. NATIONAL CRIME VICTIMS' RIGHTS WEEK RESOLUTION

It is recommended that the City Council consider:

(1) Adopting a Resolution Declaring the week of April 23 through 29, 2023 to be National Crime Victims' Rights Week in the City of Monterey Park; and

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

3-E. 2023 NATIONAL LIBRARY WEEK RESOLUTION

It is recommended that the City Council consider:

(1) Adopting a resolution declaring the week of April 23- 29, 2023 to be National Library Week in Monterey Park,

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

3-F. CONTINUE TO EXTEND THE EXISTENCE OF AN EMPLOYMENT EMERGENCY FOR THE CITY OF MONTEREY PARK

It is recommended that the City Council consider:

(1) Receiving and filing this report;

(2) Continuing to extend the existence of an employment emergency for the City of Monterey Park and authorizing the City Manager to take all practical actions needed to implement the efficient recruitment and retention of persons for employment; and

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

3-G. CALIFORNIA STATE LIBRARY *BUILDING FORWARD* LIBRARY FACILITIES IMPROVEMENT GRANT

It is recommended that the City Council consider:

(1) Adopting a resolution authorizing the City Manager, or designee, to apply for, receive, and appropriate grant funds for the California State Library *Building Forward* Library Facilities Improvement Grant

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

3-H. TREE MEMORIAL PROGRAM RECOMMENDATION FOR 2023

It is recommended that the City Council consider:

(1) Approving to honor Victoria Chavez-Calderon with a memorial tree; and

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

3-I. WAIVE FURTHER READING AND ADOPT ORDINANCES: 1) 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 2) 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) Waiving the second reading and adopting the proposed ordinances; and

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

3-J. CIP 96039 SIDEWALK REPAIR PROJECT – REJECT ALL SUBMITTED BIDS

It is recommended that the City Council consider:

(1) Rejecting all submitted bids for Capital Improvement Project (CIP) No. 96039 – Sidewalk Repair Project;

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

3-K. AMENDMENT TO AGREEMENT 1932-A1 WITH SA ASSOCIATES FOR CENTRALIZED GROUNDWATER TREATMENT SYSTEM

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute an Amendment to Agreement 1932-A1with SA Associates, in a form approved by the City Attorney, for Staffing Augmentation and Construction Management and Inspection Services for an amount not to exceed $497,080;

(2) Appropriating $497,080 for the cost of services proposed in the Amendment ($336,000 in city Water Treatment funds and $161,280 in Water Operations funds); and

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

3-L. FREE SPIRIT BUS RIDES FOR EARTH DAY

It is recommended that the City Council consider:

(1) Waiving Spirit Bus fare for riders on Friday, April 21, 2023 in celebration of Earth Day;

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

[4.] PUBLIC HEARING – None.

[5.] NEW BUSINESS

5-A. CONSIDERATION AND POSSIBLE ACTION TO INTRODUCE AN ORDINANCE AMENDING TITLE 13, CHAPTER 12 OF THE MONTEREY PARK MUNICIPAL CODE ("MPMC") IN ITS ENTIRETY TO REGULATE ENCROACHMENTS WITHIN THE PUBLIC RIGHT-OF-WAY

It is recommended that the City Council consider:

(1) Introducing and waiving first reading of an Ordinance amending Title 13, Chapter 12 of the Monterey Park Municipal Code ("MPMC") in its entirety regulating encroachments into public streets, easements, and right of ways; and

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

CEQA (California Environmental Quality Act):

This Ordinance was reviewed pursuant to CEQA. Adopting this Ordinance is exempt from further environmental review because it establishes rules and procedures for operation of existing facilities; minor temporary use of land; minor alterations in land use; new construction of small structures; and minor structures accessory to existing commercial facilities. The Ordinance, therefore, is categorically exempt from further environmental review under CEQA Guidelines §§ 15301; 15303, 15304(e); 15305; and 15311. Further, adopting the ordinance is exempt from environmental review pursuant to CEQA Guidelines § 15061(b)(3) because the ordinance is for general policies and procedure-making. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment. Individual projects utilizing these regulations will each be separately subject to an environmental assessment. Finally, this Ordinance is exempt from further environmental review pursuant to CEQA Guidelines § 15269(a) because the protection of public and private property is necessary to maintain service essential to the public, health and welfare.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

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

ADJOURN

City Council Staff Report

DATE: April 19, 2023

AGENDA ITEM NO: Old Business - 2A

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Receive and File Staff Report Summarizing the Status of Emergency Repairs of the Monterey Pass Road Water Line

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receive and File the staff report summarizing the status of emergency repairs of the Monterey Pass Road water line; and
2. Taking such additional, related, action that may be desirable.

BACKGROUND:

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.

On August 29, 2022, the City contracted with Cannon Corporation for professional engineering services to prepare design plans and specifications for the water pipeline replacement. Cannon provided the City with complete plans to replace the existing 12-inch water transmission line in December which was identified in the December 21, 2022 staff report update for this project.

Following the adoption of the emergency resolution, staff contacted potential contractors and identified Ferreira Coastal Construction (Ferreira) in September 2022 as a qualified contractor that also had the resources and availability for the construction phase of this project. Ferreira worked closely with the City and Cannon Corporation during the design phase to provide input on design, constructability, and material availability.

The design phase began with a field survey, potholing and research of underground infrastructure that affect the placement of the proposed piping system which took several months due to the existing infrastructure overlaps. Various design alternatives were studied to address conflicting utilities with the Southern California Edison substation underground electrical, storm drain lines and sewer mains which impacted the placement of the new water main. Additional research of available material and cost was conducted

during the months of December and January to ensure the project could be expedited due to the significant material delivery delays.

Design work of this type of project typically takes at least six months to complete. Final design, however, was completed in under four months along with a final material list being developed, researched and evaluated, leading to an approximate reduction in four to six months of time for this project to be completed. By adopting the emergency resolution and reducing the typical timeline, impacts to essential services and damages to public and private property are being mitigated. The City received pricing and lead times for material from three vendors and worked with Ferreira to evaluate the City's best option based on cost, lead time and availability of parts and material. Staff ordered the material required for the project in January and February 2023. Construction has now started and is scheduled to be complete by October 2023.

Typical emergency projects can be completed within a short period of time; this project is significantly different as there is approximately one-mile of 12-inch water main that failed in several locations and continues to see failure points. These failures led to businesses that operate around the clock to be left without essential public services during these repairs in addition to limited access to their businesses. These failures have led to significant damages to the roadway which require additional work and material to restore. There were additional delays that impacted this project related to receiving material with the continued supply chain challenges that continue to impact projects such as this one. Additionally, the recent rain has impacted construction citywide.

As part of the City's outreach efforts, the construction manager visited business along the project area prior to the start of the project to notify them of the upcoming construction. The Economic Development Division also mailed out letters to businesses that may be impacted by this project. Message boards were placed within the project area before construction to alert drivers of the impact to their commutes. The City will continue to provide project updates to the community for the duration of the project through the City website, social media, and City Council meetings. A dedicated webpage was created on the city's website as, www.Montereypark.ca.gov/Montereypass, to inform the public about the project and provide progress updates. Residents and businesses can also sign up to receive project updates by subscribing to NIXLE, by texting "MPSS" to 888777.

FISCAL IMPACT:

The Monterey Pass Road Emergency Water Main Improvements is included in the FY 22-23 Capital Improvement Plan as Project No. 99025. The following is an estimated cost for the project:

CIP 99025 – Monterey Pass Road Emergency Watermain	
Engineering Design	$ 131,000
Geotechnical	$ 100,000
Construction Cost	$ 4,800,000
Material Cost	$ 1,600,000
Street Rehabilitation	$ 950,000
Construction Management and Inspection	$ 410,000
Total	$7,991,000

Respectfully submitted 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:
None

City Council Staff Report

DATE: April 19, 2023

AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council

FROM: Amy Lee, City Treasurer

SUBJECT: Monthly Investment Report – March 2023

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing the monthly investment report; and
2. Taking such additional, related, action that may be desireable.

EXECUTIVE SUMMARY:

As of March 31, 2023 invested funds for the City of Monterey Park is $76,874,652.39.

BACKGROUND:

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council showing the types of investments, dates and maturities, amounts of deposits, rates of interest, and the current market values for securities with maturity more than 12 months. The attached monthly investment report includes a summary investment report for the LA County Pooled Investment Fund, which displays the composition by type for the entire pooled investment fund.

Respectfully submitted by:

Amy Lee
City Treasurer

Prepared by:

Martha Garcia
Finance Director

Approved by:

Ron Bow
City Manager

ATTACHMENT:

1. Monthly Investment Report

ATTACHMENT 1
Monthly Investment Report

CITY OF MONTEREY PARK
INVESTMENT REPORT
MARCH 31, 2023

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 03/31/2023 $ 76,874,652.39

INVESTMENT COMPOSITION

(1)	**LA COUNTY POOLED INVESTMENT FUND** *(See Schedule A for LA County Pool Composition)*	ON DEMAND	3.150%	***$ 43,301,144.37***
(2)	**LOCAL AGENCY INVESTMENT FUND**	ON DEMAND	2.425%	***$ 26,218,508.02***

(3) **CERTIFICATES OF DEPOSIT**	Purchase Date	Maturity Date	Interest Rate	
1 PREFERRED BANK	09/03/22	09/03/23	2.51%	100,000
2 PREFERRED BANK	09/08/22	09/08/23	2.67%	150,000
3 SALLIE MAE BANK	08/11/21	08/12/24	0.70%	245,000
4 TOYOTA FINANCIAL SAVINGS BANK	09/16/21	09/16/24	0.65%	245,000
5 SYNCHRONY BANK	09/17/21	09/17/24	0.65%	245,000
6 UBS BANK USA	09/22/21	09/23/24	0.65%	245,000
7 STATE BANK OF INDIA	10/18/21	10/18/24	0.70%	245,000
8 MEDALLION BANK UTAH	01/28/22	01/28/25	1.25%	245,000
9 PENTAGON FEDERAL UNION	01/31/22	01/31/25	1.25%	245,000
10 BEAL BANK	02/02/22	01/29/25	1.15%	245,000
11 VALLIANCE BANK	03/18/22	03/18/25	1.40%	245,000
12 STATE BANK OF TEXAS	03/25/22	03/25/25	1.45%	245,000
13 FIRST FED SAVINGS & LOAN	03/30/22	03/31/25	2.00%	245,000
14 LAFAYETTE FEDERAL CREDIT UNION	03/30/22	03/31/25	2.20%	245,000
15 ALLY BANK	03/31/22	03/28/24	1.95%	245,000
16 COMENITY CAPITAL BANK	04/14/22	04/14/25	2.55%	245,000
17 AMERICU CREDIT UNION	04/21/22	04/21/25	2.30%	245,000
18 BALBOA THRIFT & LOAN	04/29/22	04/29/25	2.00%	245,000
19 CONNEXUS CREDIT UNION	05/26/22	05/28/24	2.65%	245,000
20 METRO CREDIT UNION	07/13/22	07/12/24	3.20%	245,000
21 FIRST TECHNOLOGY CREDIT UNION	08/05/22	08/05/24	3.25%	245,000
22 AUSTIN TELCO FEDERAL CREDIT UNION	12/16/22	12/16/24	5.00%	245,000
23 GREENWOOD MUNICIPAL FED CREDIT UNI(	01/27/23	01/27/25	4.80%	245,000
24 RAIZ CREDIT UNION	01/27/23	01/27/25	4.75%	245,000
25 WORKERS	01/27/23	01/27/25	4.70%	245,000
26 MANUF & TRADERS TRUST CO	01/31/23	01/31/26	4.25%	245,000
27 ALPINE BANK	01/31/23	01/31/25	4.55%	245,000
28 TECHNOLOGY FCU	02/10/23	02/24/25	5.00%	245,000
29 RED CROWN FCU	02/14/23	02/21/25	4.85%	245,000
30 UFIRST FEDERAL CREDIT UNION	02/15/23	02/25/25	4.85%	245,000
31 SEA COMM FEDERAL CREDIT UNION	02/23/23	03/03/25	4.90%	245,000
Total CDs (31)			2.826%	***$ 7,355,000.00***

OTHER INFORMATION:

BANK BALANCE: [1] $ 20,122,998.10

AVERAGE MATURITY DAYS 58

AVERAGE INTEREST RATE FOR THE MONTH 2.820%

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

INTEREST EARNINGS FOR 2nd QTR 2022-2023 **$ 528,767.96**

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

(1) Bank balance is maintained to cover outstanding warrants, payroll checks and on-going operating costs.

POOLED SURPLUS AND SPECIFIC PURPOSE INVESTMENTS
AS OF FEBRUARY 28, 2023

SCHEDULE A

PORTFOLIO PROFILE	Pooled Surplus Investments	Specific Purpose Investments
Inventory Balance at 02/28/23		
At Cost	$ 50,302,602,410	$ 305,967,013
At Market	$ 47,393,628,823	$ 280,531,044
Repurchase Agreements	$ -	$ -
Reverse Repurchase Agreements	$ -	$ -
Composition by Security Type:		
Certificates of Deposit	3.77%	0.00%
United States Government and Agency Obligations	66.80%	85.80%
Bankers Acceptances	0.00%	0.00%
Commercial Paper	29.35%	0.00%
Municipal Obligations	0.06%	0.81%
Corporate and Deposit Notes	0.02%	0.00%
Repurchase Agreements	0.00%	0.00%
Asset-Backed	0.00%	0.00%
Other	0.00%	13.39%
1-60 days	31.65%	1.30%
61 days-1 year	29.10%	13.79%
Over 1 year	39.25%	84.91%
Weighted Average Days to Maturity	815	

City Council Staff Report

DATE: April 19, 2023

AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council

FROM: Maychelle Yee, City Clerk

SUBJECT: Professional Municipal Clerks Week Resolution

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution declaring the week of April 30 – May 6, 2023 as Professional Municipal Clerks Week in Monterey Park; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Office of the City Clerk is celebrating the week of April 30 – May 6, 2023 as Professional Municipal Clerks Week. This week, sponsored by the International Institute of Municipal Clerk's (IIMC) and celebrated annually, honors and recognizes the Municipal Clerk profession as a vital part of local government celebrated throughout the world including the United States, Canada and 15 other countries. We are enlisting your support in the form of a resolution to honor Professional Municipal Clerks for providing supports to the Council, departmental staff, other agencies, and residents of Monterey Park.

BACKGROUND:

Historically, the Office of the City Clerk recognizes and celebrates the hard work, commitment and devotion Professional Municipal Clerks provide to ensure the integrity and democracy process of Monterey Park residents.

FISCAL IMPACT:

None.

Respectfully submitted by:

Maychelle Yee
City Clerk

Prepared by:

Cindy H. Trang
Deputy City Clerk

Reviewed by:

Ron Bow
City Manager

Reviewed by:

Inez Alvarez
Assistant City Manager

ATTACHMENT(S):

1. Draft Resolution

ATTACHMENT 1
Draft Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING APRIL 30 THROUGH MAY 6, 2023, PROFESSIONAL MUNICIPAL CLERKS 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 Office of the City Clerk is celebrating the week of April 30 through May 6, 2023 as Professional Municipal Clerks Week. This week, sponsored by the International Institute of Municipal Clerks (IIMC), honors and recognizes the Municipal Clerk profession as a vital part of local government celebrated throughout the world including the United States, Canada and 15 other countries.

B. In 1984 and in 1994, Presidents Ronald Reagan and Bill Clinton, respectively, signed a Proclamation officially declaring Professional Municipal Clerks Week the first full week of May and recognizing the essential role Professional Municipal Clerks play in local government.

C. Although it is one of the oldest positions in local government, few people realize the vital services Professional Municipal Clerks perform for their community. Primarily, they act as the cornerstone of their council. They also prepare the council agendas, record and index minutes and maintain the ordinances and resolutions files. Other responsibilities include keeping the official records of the city and conducting local elections.

D. The Office of the City Clerk provides the professional link between the residents, the local governing bodies and agencies of government at other levels. Professional Municipal Clerks serve as the information center on functions of local government and community acting as the contact office for general information, public records requests, receipt of claims and subpoenas.

E. Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all and continually strive to improve the administration of the affairs of the Office of the City Clerk.

F. We are confident that you will stand behind the commitment and devotion Professional Municipal Clerks provide to ensure the integrity and democracy process of Monterey Park residents.

G. The City of Monterey Park recognizes and celebrates the hard work of these dedicated professionals and declare April 30 through May 6, 2023 as Professional Municipal Clerk Week in Monterey Park, honoring and recognizing the essential role Professional Municipal Clerks play in local government.

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 19th day of April, 2023.

_____
Jose Sanchez, Mayor

Attest:

_____
Maychelle Yee, City Clerk

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 and regularly adopted by the City Council of the City of Monterey Park at a regular meeting held on the 19th day of April, 2023, by the following vote:

Ayes:	Council Members:	
Noes:	Council Members:	
Absent:	Council Members:	
Abstain:	Council Members:	

Dated this 19th day of April, 2023.

Maychelle Yee, City Clerk
Monterey Park, California

City Council Staff Report

DATE: April 19, 2023

AGENDA ITEM NO: Consent Calendar - 3C

TO: The Honorable Mayor and City Council

FROM: Scott Wiese, Chief of Police

SUBJECT: A resolution of the City Council of the City of Monterey Park, California declaring Wednesday, April 26, 2023 to be "Denim Day Monterey Park".

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution declaring Wednesday, April 26, 2023 as "Denim Day Monterey Park"; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

"Denim Day" was established by Peace Over Violence in honor of Sexual Violence Awareness Month. "Denim Day" has become a day of solidarity and a symbol of protest against erroneous and destructive attitudes about sexual assault.

BACKGROUND:

In 1999, The United States Government declared April as "Sexual Assault Awareness Month." As part of "Sexual Assault Awareness Month," Peace Over Violence, a Los Angeles County based Sexual Assault and Domestic Violence Victim Advocacy Organization, established "Denim Day" in the month of April in Los Angeles County and the USA.

That same year, the California Legislature's Women's Caucus learned of a protest of a court decision that occurred in Italy. The Italian Supreme Court overturned a rape conviction. In overturning the conviction, the Chief Judge stated that because the victim wore tight jeans, she had to have helped the perpetrator remove them no longer making it rape but consensual sex.

Enraged by the verdict and the judge's statement, within a matter of hours the women of the Italian Parliament launched into immediate action and protested by wearing jeans to work. This call to action motivated the California legislators to do the same. Peace Over

Violence, followed by establishing the first "Denim Day-L.A." in April of 1999. "Denim Day" is now recognized throughout the United States.

The Monterey Park City Council first recognized "Denim Day" in 2011. On "Denim Day", City Employees are encouraged to wear jeans to work as a show of support for Sexual Assault victims and as a sign that Sexual Assault will not be tolerated in our society. Businesses throughout the city are encouraged to participate as well.

Respectfully submitted by:

Scott Wiese
Chief of Police

Prepared by:

Bing Han
Sergeant

Approved by:

Ron Bow
City Manager

ATTACHMENT:

1. Resolution

ATTACHMENT 1

Resolution for Sexual Violence Awareness Month "Denim Day" 2023

RESOLUTION NO.

A RESOLUTION Declaring April 26, 2023 to be "Denim Day Monterey Park", supporting sexual abuse awareness and the belief that there is no excuse and never an invitation to rape.

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

SECTION 1: The City Council finds as follows:

A. The United States Government has declared April as "Sexual Assault Awareness Month" and Peace Over Violence, a Los Angeles County based Sexual Assault and Domestic Violence Victim Advocacy Organization, has declared April 26, 2023 as "Denim Day" in Los Angeles County and the USA.

B. "Denim Day" is intended to draw attention to the fact that rape and sexual assault remain serious issues in our society.

C. Harmful attitudes about rape and sexual assault allow these crimes to persist and allow victims and survivors to be re-victimized.

D. "Denim Day" was instituted to call attention to misconceptions and misinformation about rape and sexual assault, and the problem that many in society remain disturbingly uninformed with respect to issues of sexual assault and rape.

E. With proper education on the matter, there is compelling evidence that we can be successful in reducing incidents of this physically and psychologically damaging crime.

F. The members of the Monterey Park City Council strongly support the efforts of Peace Over Violence to educate people in our community about the true impact of rape and sexual assault in Southern California.

G. In future years, members of the Monterey Park City Council and City Staff will be encouraged to wear jeans the day of the City Council meeting when "Denim Day" resolutions are on the agenda for the City Council approval to bring about awareness of the upcoming "Denim Day" observance.

H. April 26, 2023 is "Denim Day" in the City of Monterey Park. That City Employees, along with residents, business persons, students, and visitors to the City are urged to wear jeans April 26, 2023 to help communicate the message that there is "no excuse and never an invitation to rape."

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

Attest:

_____
Maychelle Yee, City Clerk

City Council Staff Report

DATE: April 19, 2023
AGENDA ITEM NO: Consent Calendar - 3D

TO: The Honorable Mayor and City Council
FROM: Scott Wiese, Chief of Police
SUBJECT: National Crime Victims' Rights Week Resolution

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution Declaring the week of April 23 through 29, 2023 to be National Crime Victims' Rights Week in the City of Monterey Park; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Every April, The Office for Victims of Crime leads communities throughout the country in their annual observances of National Crime Victims' Rights Week. This year National Crime Victims' Rights week is observed between April 23rd – April 29th. We are enlisting your support in the form of a resolution to honor all victims of crime but especially those victims of the January 21, 2023 shooting incident.

BACKGROUND:

In 1981, the President's Task Force on Victims of Crime was established to help those who had experienced crime and their families. This was an important step toward the protection of and support for victims' rights. Over the years, crime victims' rights have evolved. Dedicated professionals have worked to develop support and services for survivors that are more holistic, trauma-informed, and effective at overcoming systemic barriers that certain communities face in prosecuting offenders and obtaining justice. During National Crime Victims' Rights week, our nation renews our commitment to providing survivors of crime the support they need to heal.

Respectfully submitted by:

Scott Wiese
Chief of Police

Prepared by:

Gus Jimenez
Captain

Approved by:

Ron Bow
City Manager

ATTACHMENT:

1. Resolution

ATTACHMENT 1

Resolution for National Crime Victim's Week 2023

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING APRIL 23-29, 2023, NATIONAL CRIME VICTIMS' RIGHTS 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. Every April, The Office for Victims of Crime leads communities throughout the country in their annual observances of National Crime Victims' Rights Week. This year National Crime Victims' Rights week is observed between April 23rd – April 29th. 2023. We are enlisting your support in the form of a resolution to honor all victims of crime especially those victims of the January 21, 2023 shooting incident.

B. Delivering true justice requires that we provide all victims with the support they need. Persistent barriers still prevent many survivors from receiving the services they need and the justice they deserve.

C. Victims of crime face many challenges well after the occurrence of the crime. Some of those challenges being faced are physical, emotional, mental and at times economical.

D. It takes enormous courage and extradentary strength to emerge from life's most painful moments. With ongoing support and advocacy, these challenges faced by victims' and their families can be mitigated.

E. The City of Monterey Park recognizes and honors all victims of crime and their families, by declaring April 23-29, 2023 as National Crime Victims' Rights Week in Monterey Park. We stand behind the commitment and devotion of those that work hard in bringing justice and support to victims of crime and their families.

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 19th day of April, 2023.

_____
Jose Sanchez, Mayor
Monterey Park, California

Attest:

_____
Maychelle Yee, City Clerk
Monterey Park, California

City Council Staff Report

DATE: April 19, 2023

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council

FROM: Diana Garcia, City Librarian

SUBJECT: 2023 National Library Week Resolution

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution declaring the week of April 23- 29, 2023 to be National Library Week in Monterey Park,
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Monterey Park Bruggemeyer Library is celebrating the week of April 23-29, 2023 as National Library Week. National Library Week is celebrated nationwide annually in April to highlight the valuable role libraries, librarians, and library workers play in transforming lives and strengthening our communities. Libraries offer opportunities for everyone to explore new worlds and become their best selves through access to information, technology, multimedia content, and educational programs.

FISCAL IMPACT:

None.

Respectfully submitted by:

Diana Garcia
City Librarian

Approved by:

Ron Bow
City Manager

ATTACHMENT(S):

1. Draft Resolution

ATTACHMENT 1
NLW Draft Resolution

RESOLUTION NO.

A RESOLUTION Declaring April 23 – April 29, 2023 as National Library Week.

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

SECTION 1: The City Council finds as follows:

A. National Library week is celebrated annually in April to highlight the valuable role libraries, librarians, and library workers play in transforming lives and strengthening our communities.

B. Libraries are accessible and inclusive places that foster a sense of local connection, advancing understanding, civic engagement, and shared community goals;

C. Today's libraries and their services extend far beyond the four walls of a building, and everyone is welcome to use their resources.

D. Libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life.

E. Libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status.

F. Libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all.

G. Libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships.

H. Libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs.

I. Libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all.

J. Libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

K. Be it resolved that the City of Monterey Park officially proclaims National Library Week, April 23-29, 2023.

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.

(Mayor signature and attestation must be on the same page.)

PASSED AND ADOPTED this ___ day of _____, 2023.

_____
Jose Sanchez, Mayor

Attest:

_____
Maychelle Yee, City Clerk

City Council Staff Report

DATE: April 19, 2023

AGENDA ITEM NO: Consent Calendar - 3F

TO:	The Honorable Mayor and City Council
FROM:	Ron Bow, City Manager
SUBJECT:	Continue to extend the existence of an employment emergency for the City of Monterey Park

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing this report;
2. Continuing to extend the existence of an employment emergency for the City of Monterey Park and authorizing the City Manager to take all practical actions needed to implement the efficient recruitment and retention of persons for employment; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City continues to utilize the employment emergency to expedite recruitment processes to fill vacancy positions. Since February 2023, the City has filled a Facility Maintenance Supervisor, Water Utility Maintenance Worker, Maintenance Worker, promoted Police Captain, two Lieutenants, Sergeant, four Corporals, Senior Maintenance Worker, Crew Leader, and Senior Librarian.

Since December 2022, 11 full-time and 14 part-time employees have resigned or retired. The recruitment trend continues to be an employee's job market with various options for candidates to consider when looking for employment. The data from the U.S. labor market shows a large gap between job openings and workforce participation in 2022, translating into challenges for employers to attract quality candidates and retain current employees. In October 2022, the City was recruiting for 46 full-time positions, December 2022 – 39 positions, February 2023 – 37 positions and the City continues to recruit for 29 vacant full-time positions. Staff recommends extending the employment emergency order due to the recruitment challenges for critical vacancies in the Public Works Department and other departments.

BACKGROUND:

During the months of the employment emergency the City recruited or retained employees in different ways:

- Promotional opportunities: current full-time employees promoting or lateral recruitment to different departments; and part-time employees promoting to full-time positions.
- Conducting oral interviews with internal oral raters and reducing timelines from two separate oral panels (external oral raters panel and 2nd interview with internal hiring manager).
- Filling part-time vacancies with shortened recruitment process to minimize hiring timeframe.
- Retaining Assistant City Manager (ACM) incumbent: advanced salary range increase, use of City vehicle, increase in vacation accrual, and vacation cap maximum.
- Leasing City vehicle (ACM): City Manager pursuant to Resolution No. 2022-R49, Section 2 (attached) allowed the City to by-pass the bidding requirements in Monterey Park Municipal Code section 3.20.060 pursuant to MPMC section 3.20.050(A).
- Increase Water Utility Manager salary range based on compensation study data to be competitive in the market.
- Retaining Water Operations Supervisor incumbent: use of City vehicle, move from hourly wage to salaried wage, and provided 40 hours of administrative leave time.
- Created and revised class specifications in an expedited timeframe to increase candidate pool for recruitments.
- Revising Personnel Rules and Regulations to bring to Council in May 2023.

FISCAL IMPACT:
None.

Respectfully submitted by:

Ron Bow
City Manager

Review by:

Karl H. Berger
City Attorney

ATTACHMENT(S):
1. Resolution No. 2022-R49

ATTACHMENT 1
Resolution 2022-R49

RESOLUTION NO. 2022-R49

A RESOLUTION ADOPTED BY THE CITY COUNCIL FOR THE CITY OF MONTEREY PARK DECLARING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO LACK OF EMPLOYEES AND AUTHORIZING THE CITY MANAGER TO TAKE ALL REASONABLE ACTIONS TO ACCELERATE RECRUITMENT AND RETENTION OF PUBLIC EMPLOYEES.

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

SECTION 1: The City Council finds as follows:

A. Since the City Council officially terminated the COVID-19 local emergency in April, the City took ambituous actions to restore pre-pandemic levels of municipal services;

B. In reviewing personnel data from just the last six months, however, it is apparent that the City is seriously short-staffed.

C. The City of Monterey Park has 325 full time staff positions of which nearly 70 are currently vacant. Of these positions, multiple are critical to protecting public health and safety including, without limitation, Water Production Supervisor; Senior Water Production System Operator; Water Utility Maintenance Worker; Director of Public Works; Facilities Maintenance Supervisor; Finance Manager; Firefighter; Police Officer; Senior Accountant; and Lifeguard;

D. These are positions that directly respond to the public and/or essential to the smooth operation of municipal services including, for example, providing potable drinking water, and ensuring public safety;

E. The City Council notes that multiple sources of publicly available information (*see*, e.g., "Quantifying the Nation's Workforce Crisis – State of American Business 2022 Update" [January 10, 2022] published by the United States Chamber of Commerce [www.uschamber.com/workforce/quantifying-the-nations-workforce-crisis-2022-state-of-american-business-update] and "COVID-19 ends longest employment recovery and expansion in CES history, causing unprecedented job losses in 2020" June 2021 by the United States Bureau of Labor Statistics [www.bls.gov/opub/mlr/2021/article/covid-19-ends-longest-employment-expansion-in-ces-history.htm]) demonstrate that the challenges for recruiting qualified employees is nationwide;

F. Because of the City's personnel rules and policies, however, a typical time period for securing an outstanding candidate for an open employee position is taking four to six months of processing. This includes the initial recruitment; testing; interviewing; and background check;

G. In multiple instances, the City has lost interested candidates to the private sector or other public entities simply because the person did not want to continue waiting to be appointed;

H. Being able to accelerate the testing and interviewing will help make the City more attractive to individuals seeking public service. Additional work is needed regarding the titles of positions; compensation; and various fringe benefits. Moreover, a significant overhaul of the City's personnel rules is crucial to becoming more efficient in the future;

I. In the interim, however, it is in the public interest to cut through the proverbial "red tape" in order to fill positions that are critical to providing municipal services to the public. Under these circumstances, it is apparent that there is an imminent threat to public health and safety that may result from the City's inability to fill crucial positions in a timely and efficient manner;

J. Consequently, a local employment emergency is declared and the City Manager is authorized to take the actions set forth in this Resolution.

SECTION 2: *Authorizations*. The City Manager is authorized to take all reasonable and practicable actions to accelerate the process for recruiting, appointing, and retaining persons as City employees to fill all vacant positions. Such actions may include, without limitation, the following:

A. Suspend those portions of the City's personnel rules that are interfering with the City's ability to secure qualified candidates. For example, unnecessary testing and interview panels;

B. Temporarily appoint qualified persons to positions in accordance with Monterey Park Municipal Code ("MPMC") § 2.28.100;

C. Execute agreements, in a form approved by the City Attorney, for the services listed in MPMC § 2.28.190;

D. Consider amendments to titles and classifications of various positions to make them more attractive to qualified candidates;

E. Consider compensation and benefits that will attract qualified candidates to public services; and

F. Commence a substantial overhaul to the City's personnel rules.

SECTION 3: During the existence of this local emergency, the powers, functions, and duties of the City Manager and the emergency organization of this City will be those prescribed by California law, by ordinance, and resolutions of this City approved by the

City Council. To the extent that the actions authorized by this Resolution require a meet and confer with the City's bargaining units, those meetings will be held at the earliest practicable time pursuant to Government Code § 3504.5(b).

SECTION 4: The City Manager is designated as the authorized representative for public assistance and as the authorized representative for individual assistance of the City of Monterey Park for the purpose of receiving, processing, and coordinating all inquiries and requirements necessary to obtain available state and federal assistance.

SECTION 5: This local emergency will be reviewed by the City Council within 60 days in accordance with Government Code § 8630 to determine whether it should be extended by City Council Resolution.

SECTION 6: 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 7: This Resolution will take effect immediately upon adoption.

PASSED AND ADOPTED this 15th day of June, 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

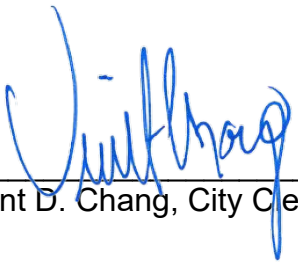
Karl H. Berger, City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 2022-R49 was duly adopted and passed at a regular meeting of the Monterey Park City Council on the 15th day of June, 2022 by the following vote:

Ayes:	Council Members: Yiu, Chan, Liang, Lo
Noes:	Council Members: None
Abstain:	Council Members: None
Absent:	Council Members: None

Dated this 15th day of June, 2022.



Vincent D. Chang, City Clerk

City Council Staff Report

DATE: April 19, 2023

AGENDA ITEM NO: Consent Calendar - 3G

TO: The Honorable Mayor and City Council

FROM: Diana Garcia, City Librarian

SUBJECT: California State Library *Building Forward* Library Facilities Improvement Grant

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution authorizing the City Manager, or designee, to apply for, receive, and appropriate grant funds for the California State Library *Building Forward* Library Facilities Improvement Grant
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The California State Library *Building Forward* Library Facilities Improvement Grant provides competitive grants of up to $10 million to local libraries to support capital projects addressing critical maintenance needs, improving energy efficiency and sustainability, and expanding access digitally and physically.

If adopted, the proposed resolution would authorize the City Manager, or designee, to apply for the *Building Forward* Grant, to execute the grant agreement, and to implement a budget amendment if the City is awarded funds. The deadline to apply is May 18, 2023, funds will be awarded in the fall of 2023 and the project completion date is June 30, 2027.

BACKGROUND:

The California State Library *Building Forward* Library Facilities Improvement Program is the largest single investment made by the state in California's public libraries. There is $179 million available for this round of grants, which is significantly less than the expected amount of requested funding. Accordingly, the State Library anticipates that they may reduce the amount requested by successful applicants. Additionally, project requests submitted for libraries located in high-poverty areas of the state will be prioritized for funding. Currently high need maintenance projects within the Library are being identified by City staff. Although libraries may apply for up to $10 million in grant funding, staff anticipates that our total request will be in the $2-3 million-dollar range.

FISCAL IMPACT:

The City may request up to $10 million from the California State Library to support necessary infrastructure projects. A 50% cash match is required for all grantees. If grant funds are received, the attached resolution would allow Finance to appropriate these funds.

Respectfully submitted by:

Diana Garcia
City Librarian

Reviewed by:

Martha Garcia
Director of Finance

Reviewed by:

Shawn Igoe
Director of Public Works

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. Draft Resolution

ATTACHMENT 1
Draft Resolution

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE, AND APPROPRIATE GRANT FUNDS FOR THE CALIFORNIA STATE LIBRARY'S *BUILDING FORWARD* LIBRARY FACILITIES IMPROVEMENT GRANT

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

SECTION 1: The City Council finds and declares:

A. The California State Library ("CSL") is responsible for administering the *Building Forward* Library Facilities Improvement Grant.

B. If awarded, the *Building Forward* grant provides up to $10 million to library agencies to be expended by June 30, 2027.

C. The City is currently proposing necessary maintenance and projects that would improve the energy efficiency of the Library building ("the Project").

SECTION 3: The City Council authorizes the City Manager, or designee, to execute documents to apply for, and potentially receive, up to $10 million in grant monies from the CSL related to the Project.

SECTION 4: The City Manager, or designee, is authorized to execute any required documents to receive the grant for the purposes identified above.

SECTION 5: The City Manager, or designee, is authorized to accept and spend the grant monies identified in this Resolution for the purposes set forth above.

SECTION 6: The City Council amends or supplements the City's Budget to appropriate the monies identified by this Resolution to pay for the proposals made by the City in support of its grant application. The City Manager, or designee, is authorized to implement the purpose of this section.

SECTION 7: *Severability*. 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 provision or application and, to this end, the provisions of this Resolution are severable.

SECTION 8: *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 9: *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 10: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 19th day of April, 2023.

_____
Jose Sanchez, Mayor

Attest:

_____
Maychelle Yee, City Clerk

Approved as to Form:

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: April 19, 2023

AGENDA ITEM NO: Consent Calendar - 3H

TO: The Honorable Mayor and City Council

FROM: Robert Aguirre, Director of Recreation & Community Services

SUBJECT: Tree Memorial Program Recommendation for 2023

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving to honor Victoria Chavez-Calderon with a memorial tree; and
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

Nominations for the Tree Memorial Recognition Program were advertised and accepted during the month of February 2023. The Recreation and Community Services Department received a nomination application for Victoria Chavez-Calderon.

Subsequently, the Tree Memorial Program Committee consisting of three Community Participation Commissioners and two Recreation and Parks Commissioners, met to review the nomination of Victoria Chavez-Calderon and discuss her consideration for a Tree Memorial based on the criteria established in Resolution Nos—10485 and 11484 (Attachment A).

The Committee reviewed the nominee's application. After reviewing the information provided on the nomination application for Victoria Chavez-Calderon (Attachment B), the committee voted unanimously to recommend City Council approves to honor Victoria Chavez-Calderon with a Tree Memorial for her service and years of volunteerism in the Monterey Park Community.

BACKGROUND:

To provide a fair and equitable process to honor individuals for their service to the community, the City Council established resolutions outlining the guidelines for conducting the Tree Memorial Program. A Program Committee consisting of three members of the Community Participation Commission and two members of the Recreation and Parks Commission met to review the nomination applications and make recommendations to the City Council.

The nominee, Victoria Chavez-Calderon, is a long-time resident and volunteer. Ms. Chavez-Calderon has served as a Monterey Park commissioner since 2013, serving on the Community Relations, Art & Culture, and Community Participation Commissions.

She is also one of the founders of the Monterey Park-Morelia Sister Cities Association and has volunteered on Monterey Park special event committees.

During her many years of volunteerism, Victoria Chavez-Calderon has been recognized by Congresswoman Judy Chu, former Congresswoman/current Los Angeles County Supervisor Hilda Solis, former Assemblymember Mike Eng, and many more. She advocates for immigrant rights, and to quote Congresswoman Judy Chu, "Victoria Chavez-Calderon has spent her entire life defending immigrant communities, advocating for diversity, and building a stronger Monterey Park."

FISCAL IMPACT:

The Tree Memorial plaque and ceremony cost approximately $300, and funding is included in the FY 22-23 adopted budget in the Community Participation Division fund, account no. 1016508-5242.

Respectfully submitted by:

Robert Aguirre
Director of Recreation & Community Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:

A. Resolutions 10485 and 11484
B. Nomination of Victoria Chavez-Calderon

ATTACHMENT 1
Resolutions 10485 and 11484

RESOLUTION NO. 10485

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA TO ESTABLISH A TREE MEMORIAL NOMINATION AND AWARD

WHEREAS, the City of Monterey Park would like to acknowledge important and distinguished members of the City, by recognizing them with the dedication of a tree in their honor; and,

WHEREAS, on August 18, 1999 the City Council of Monterey Park directed staff to form a Committee, consisting of 2 members of the Recreation and Parks Commission and 2 members from the Historical Heritage Commission, to establish guidelines regarding an individual being considered for a Tree Memorial; and,

WHEREAS, members of the above mentioned Commissions have met and have submitted their recommendations to the City; and,

WHEREAS, City has incorporated these recommendations into a nomination process and award to honor such individuals; and,

WHEREAS, each February a committee of 3 members of the Historical Heritage Commission and 2 members of the Recreation and Parks Commission will be assembled as a Nomination Committee to accept applications for nominations; and,

WHEREAS, the Nomination Committee, will review nominations for an honor based on the submission of proper documentation and requirements, and, follow guidelines as set forth by the Tree Memorial Committee, and subsequent alternatives as recommended by staff; and,

WHEREAS, the Nomination Committee will make their recommendations to the City Council in April, with a dedication ceremony to be held in May, close to the anniversary of the City's Incorporation.

NOW, THEREFORE, BE IT RESOLVED that the City of Monterey Park hereby adopts the establishment of the Tree Memorial Nomination and Award, and designates staff to authorize a nomination committee as specified above to accept, review and nominate distinguished individuals as indicated in the following sections.

SECTION 1

MEMORIAL PLAQUE / TREE

Plaques to be consistent with plaques that are existing in front of City Hall. Trees that are to be purchased will be of similar type as existing. Cost for the plaques will be charged to the person or group who nominates the individual ($500.00) City Council may waive fees at its discretion.

SECTION II

QUALIFICATIONS

The consideration for selection must include a substantial history of Community Service. For Example:

A. Individual should have been a long term resident (10 years or more) in the City of Monterey Park, and should have provided a service benefit to the entire Community, in one or more of the following ways:

1. Served on a City elected or appointed position for at least two terms or 5 years, whichever is greater;

2. Voluntarily served the City as an officer, or board member of, one or more City recognized Service Clubs, volunteer community based organizations or other City service and charitable service organizations, which provide a direct service to Monterey Park residents;

3. A long term community business leader who has served the Community through his/her financial or voluntary efforts to one or more service and charitable service organization or non profit organization in the City of Monterey Park for a period of no less than 10 years.

4. An individual, resident or non resident, who has made a significant or cumulative and positive impact on the Community.

B. The term "served" means that the individual must demonstrate an active role in providing a benefit to the Monterey Park Community, in addition to service to City service and charitable service organizations.

C. Special consideration without regard to the above mentioned qualifications, should be given to an individual, resident or non resident, who has deceased while performing service to our community.

SECTION III

NOMINATION PROCESS

A. Nominations to be submitted, accepted and considered only one time per year. No limit as to the number of years nominated. No limits imposed on the nomination committee as to how many individuals are recommended each year.

B. Interested parties will be required to fill out an application which will require detailed justification for consideration, provide a picture and other suitable materials deemed necessary. In order to further determine merit, and to add significance to the prestige of the memorial, any individual whose name is put forth should be supported by at least three letters of reference by community members indicating the contribution made and significance, in their opinion.

C. A nomination committee consisting of 5 members from the two Commissions, 3 Historical Heritage and 2 Recreation and Parks, shall be assigned to review the application and consider the qualifications.

D. The time period for nominations are in February, with a selection and ceremony to be held in May, close to the anniversary of the City's incorporation.

PASSED AND APPROVED AND ADOPTED this 15th day of March, 2000.

Rita Valenzuela, Mayor
City of Monterey Park
California

ATTEST:

David M. Barron, City Clerk
City of Monterey Park,
California

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, David Barron, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No.10485Was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the15 day of March , 2000, by the following vote:

AYES:	COUNCILMEMBERS:	CHU, BALDERRAMA, ALONSO, VENTI, VALENZUELA
NAES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE
ABSTAIN:	COUNCILMEMBERS:	NONE

Dated this 15th day of March , 2000.

David M. Barron, City Clerk
City of Monterey Park
California

RESOLUTION NO. 11484

A RESOLUTION AMENDING RESOLUTION NO. 10485 REGULATING THE PROCEDURES FOR NOMINATIONS AND ERECTING TREE MEMORIALS.

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

SECTION 1: The City Council finds as follows:

A. In 2000, the Monterey Park City Council adopted a resolution to honor community members whose contributions have made a significant impact on the City of Monterey Park by establishing a Tree Memorial Program, and

B. The City Council believes the display of the these trees and plaques enhances City facilities and inspires citizens to contribute to their community; and

C. It is in the public interest for persons recognized with a Tree Memorial to be so honored without the need for paying a fee.

SECTION 2: *Amendments*. Resolution No. 10485 is amended as follows:

A. Section 1 is amended in its entirety to read as follows: "Plaques to be consistent with plaques that are existing in front of City Hall. Similar existing trees at Garvey Ranch Park will be used."

B. Subsection A of Section 3 is amended in its entirety to read as follows: "Nominations may be submitted, accepted, and considered only once per year. There is no limit to the number of years in which a person may be nominated. Only three nominations will be recommended to the City Council per year. A person may only receive this honor once."

SECTION 3: *City Manager Authorization*. The city manager is authorized to promulgate administrative policies and procedures to implement and facilitate the directives set forth in this Resolution.

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

PASSED AND ADOPTED this 2nd day of May, 2012.

David Lau, Mayor
Monterey Park, California

ATTEST:

David Barron, CMC, City Clerk
Monterey Park, California

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

By: _____
Karl H. Berger,
Deputy City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF MONTEREY PARK)

I, DAVID M. BARRON, CMC, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No.11484 was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 2nd day of May, 2012, by the following vote:

Ayes:	Council Members: Chu, Wong, Real Sebastian, Ing, Lau
Naes:	Council Members: None
Absent:	Council Members: None
Abstain:	Council Members: None

Dated this 2nd day of May 2012.

David Barron, CMC, City Clerk
Monterey Park, California

ATTACHMENT 2
Nomination of Victoria Chavez-Calderon

Recreation and Community Services
320 West Newmark Avenue
Monterey Park, CA 91754
Telephone: (626) 307-1388
Website: http://www.montereypark.ca.gov

APPLICATION FOR TREE MEMORIAL 2023

NAME OF INDIVIDUAL NOMINATED: VICTORIA CHAVEZ-CALDERON LIVING? Y (Y/N)

ADDRESS: 1278 DORNER DR., MONTEREY PARK

NAME OF NOMINATING GROUP OR ORGANIZATION: PETER CHAN - FORMER MAYOR

CONTACT PERSON: PETER CHAN

ADDRESS: 668 AZTEC WAY CITY: MONTEREY PARK ZIP 91755

PHONE: 626-548-9722 EMAIL: peterchan909@gmail.com

Nomination Process:

Please attach all materials, photos, documentation and letters to this application. The City will make every effort to return materials to the nominating authority listed, however, the City will not guarantee this or the condition of which the materials are returned. Please do not send original documents. Copies of these materials will be sufficient.

Deadline for submission of application and all materials is **Tuesday, February 28, 2023 by 5:30pm**. Submit to the Recreation and Community Services Department via mail or email: 320 W Newmark Ave. Monterey Park, CA 91754 or Recreation@montereypark.ca.gov. A committee of Commissioners will meet in March to review applications and make recommendations to City Council in April. Ceremony to be scheduled thereafter. All Committee review meetings are posted and open to the public. Nominating groups or individuals may speak and bring other pertinent materials to the meeting.

Committee reserves the right to accept, reject, approve or deny any and all of the applications it receives based on review of the materials submitted. The burden of proof as to the worthiness of a particular individual must be demonstrated by the information submitted by the applicant. Common knowledge or prestige of an individual is not enough to qualify for this recognition award.

The City shall determine the location for the tree memorial. Groups or individuals will not be allowed to request a particular site. The decision to plant a new tree versus using existing trees is at the sole discretion of the City. Wording on the plaque will be consistent with existing memorial plaques.

The intent of the program is to have the memorial remain undisturbed forever, however, the City must reserve the right to move, remove or change the existing tree or plaque as it deems necessary.

Please provide at least one picture and other suitable materials deemed necessary. In order to further determine merit, and to add significance to the prestige of the memorial, any individual whose name is put forth should be supported by at least three letters of reference by community members indicating the contribution made and significance, in their opinion.

QUALIFICATIONS

(Monterey Park Resolution No. 10485 & 11484)

Individual should have been a long term resident (10 years or more) of the City of Monterey Park, and has provided a service benefit to the entire Community, in one or more of the following ways (check items that apply):

✓ Served on a City elected or appointed position for at least two terms or 5 years, whichever is greater;

✓ Voluntarily served the City as an officer, or board member of, one or more City recognized Service Clubs, Volunteer community based organizations or other City service and charitable service organization, which provide a direct service to Monterey Park residents;

✓ A long term community business leader who has served the Community through his/her financial or voluntary efforts to one or more service and charitable service organization or non profit organization in the City of Monterey Park for a period of no less than 10 years.

✓ An individual, resident or non resident, who has made a significant or cumulative and positive impact on the Community.

The term "served" means that the individual must demonstrate an active role in providing a benefit to the Monterey Park Community, in addition to service to the City and charitable service organizations.

Special consideration without regard to the above mentioned qualifications, should be given to an individual , resident or non resident, who has deceased while performing service to our community.

Nominations may be submitted, accepted, and considered only once per year. There is no limit to the number of years in which a person may be nominated. Only three nominations will be recommended to the City Council per year. A person may only receive this honor once.

Complete resolutions available at:
https://grmservices.grmims.com/CityofMonterey/(S(mnoqvplvaun42o01n5f3jkce))/orc.aspx

From: peter chan
To: Aguirre, Robert; Bow, Ron; Alvarez, Inez; Hlo@montereyparkca.gov
Subject: Tree Memorial Nomination
Date: Monday, October 24, 2022 10:33:16 AM
Attachments: VICTORIA CHAVEZ.doc

[EXTERNAL EMAIL]

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Robert,

Mayor Lo and I would like to nominate Ms. Victoria Chavez to be the recipient for the next Tree Memorial. Attached please see her resume and she is well qualified for this honor. We will be happy to answer any questions concerning her nomination. Please start the process. Thank you.

Peter

VICTORIA CHAVEZ-CALDERON

E-MAIL: VICTORIA.CMONARCA@GMAIL.COM
1278 DORNER DRIVE MONTEREY PARK CA 9174
PHONE: (323) 356-4379

Mrs. Victoria Chavez-Calderon, was born in Morelia, Mich., Mexico. She attended to Catholic school, Graduated from the Michoacan's State University as Social Worker and Public Relations Administrator. She attended to a Private Journalism School in Guadalajara Mex. She is married to Jose Calderon for 47 years. They have two children: Paulo (45) Graduated from Oklahoma Aeronautics School as Commercial Pilot and Flight Instructor, married to Jackeline Collado, they have a 7 years old son Sebastian and they live in Florida. Riccardo (43) Graduated from Oklahoma University. He graduated from Oklahoma State University as Senior Engineer He is married to Laura Pinkosky, they have a newborn baby Luca, they live in Oklahoma.

35 years ago, Mrs. Chavez and her family, were welcomed to the City of Monterey Park from Former Mayor Judy Chu, Former Chef of Police Don Cross, and Police Officer David Coregan. And Barbara Hammer volunteer coordinator. Mean time Mrs. Chavez and her family become members of St. Thomas Aquinas Church, very active and were important supporters when the Church started the first Spanish Mass.

Mrs. Chavez started working for Mr. Mario J. Machado; a TV Producer, News Broadcaster and Actor, at his Media, Public Relations and direct Sales Companies; ICVC (International Corporate Video Center) and EMMI (Ethnic Marketing Media International). Mr. Machado was a good friend with Former President Ronald Regan, and Mrs. Chavez while working for Mr. Mario J. Machado in 1986 and though Catholic Charities started volunteering her time for the President Ronald Regan Amnesty Program when more than 2.5 million of undocumented aliens, become legal residents in US.

Mrs. Chavez becomes very active in the City of Monterey Park programs, and she was able to assist and help her senior and sick neighbors whom had mobility problems during the Northridge Earthquake. One night Monterrey Park residents were evacuated to Pico Rivera's shelter due to a Clorox spelled and again Mrs. Chavez Family had to help and transport their neighbors. Mrs. Chavez Family become respected neighbors and were recognized by the City of Monterey Park Officials.

Volunteer Community Services and Commissions Mrs. Chavez served:

- **Neighborhood Watch Program**.
- **Emergency Preparedness Program.**
- **Former President Ronald Regan Amnesty Program.**
- **Citizen's Police Academy.**
- **US 1994 Soccer World Cup Volunteer.**
- **Police Citizen's Patrol.**
- **Play Days Committee.**
- **MP Cherry Blossom Festival**
- **5 de Mayo Committee.**
- **Community Relations Commissioner.**
- **Art and Culture Commissioner.**
- **Christmas in April, Monterey Park former Mayor Judy Chu community Program**
- **Women's International League for Peace and Freedom.**
- **US-Mexico Sister Cities Association Board of Directors.**
- **Founder of Monterey Park-Morelia Sister Cities Association.**
- **East Los Angeles Collage Foundation.**
- **St. Thomas Aquinas Catholic Church Hispanic Ministry Coordinator, Parish Council Committee member, Our Lady of Guadalupe Devotion Founder.**
- **Volunteer at Our Lady of Los Angeles Cathedral.**
- **President of Michoacan's Clubs Federation in California.**
- **Activist for the Immigration Reform and Latino Rights movement.**

AWARDS AND RECOGNITIONS:

Mexican Consulate Outstanding Citizen Recognition Award.
Mexican Consulate Michoacan's Cultural and Traditions Promoter.
Michoacán's Governor Mayor Recognition Award "Jose Maria Morelos Medal"
US-Mexico Sister Cities Association "Outstanding Organizing Committee for the International Conference in Morelia 2000".
Spanish TV Station "Community Organizer, The Good People Chain".
Spanish News Paper Outstanding Citizen Michoacan's News Paper Recognition Award.
Monterey Park Former Mayor Marie Purvis "Outstanding Citizen Recognition Award".
Former President Bill Clinton Award "The Volunteer of the Year"
Congresswoman Hilda Solis Recognition Award "The Woman of the Year"
Congresswoman Judy Chu "Outstanding Citizen Recognition Award"
"People whom make a Difference" The City of Monterey Park Democratic Club Award.

JUDY CHU, Ph.D.
27TH DISTRICT, CALIFORNIA
COMMITTEE ON WAYS AND MEANS
SUBCOMMITTEE ON HEALTH
SUBCOMMITTEE ON HUMAN RESOURCES
COMMITTEE ON SMALL BUSINESS
SUBCOMMITTEE ON ECONOMIC GROWTH, TAX AND CAPITAL ACCESS

WASHINGTON OFFICE:
2423 Rayburn House Office Building
Washington, DC 20515
(202) 225–5464
(202) 225–5467 (Fax)

PASADENA DISTRICT OFFICE:
527 South Lake Avenue, Suite 250
Pasadena, CA 91101
(626) 304–0110
(626) 304–0132 (Fax)

Congress of the United States
House of Representatives
Washington, DC 20515

February 26, 2023

Monterey Park City Council
320 West Newmark Ave.
Monterey Park, CA 91754

Dear Honorable Mayor and Members of the City Council,

It gives me great pleasure to strongly recommend Victoria Chavez-Calderon for a Memorial Tree in the City of Monterey Park, California. I have known her for more than 30 years and over the course of that time I have seen her defend our immigrant communities, fight for diversity, and uplift all Monterey Park residents.

More than three decades ago, the City of Monterey Park was facing an ugly anti-immigrant English only movement that was tearing our community apart. At the time, a vocal group of long-established residents resented the new immigrants moving into town and demanded English only signs across the community, books in the library, and passed a resolution declaring that only English should be spoken in the city. This was a dark time for our city, but it was leaders like Victoria that bravely stood up and pushed back. She was one of the strongest critics against this movement and fiercely defended our immigrant communities. Together we worked alongside a multiethnic coalition who successfully fought to overturn the resolution and set us on a new path.

In the following years Victoria continued her advocacy for diversity by establishing the Morelia, Mexico sister cities commission. In doing so, she brought pride to many Mexican American residents and helped promote greater cultural understanding between two different nations and within our own neighborhoods.

At the same time, Victoria has consistently worked hard to build a stronger Monterey Park community. As a member of the Community Participation Commission, she has created opportunities for residents to come together and enjoy cultural performances, historic exhibits, and many other local events. In her capacity she has also led trips to the Hollywood Bowl, visited seniors at the Langley Senior Center, and engaged our youth so that they can also participate in community activities.

Victoria Chavez-Calderon has spent her entire life defending immigrant communities, advocating for diversity, and building a stronger Monterey Park. She is more than deserving of a Memorial Tree in her name and I am proud to strongly recommend her for this honor.

Sincerely,

Judy Chu

JUDY CHU, Ph.D.
Member of Congress, 28th District

MIKE ENG
712 Bataan Place
Monterey Park, CA 91755
Email: MikeEng321@gmail.com
Cell: (213) 598-0825

February 27, 2023

Mayor and City Council
City of Monterey Park
Monterey Park, California

Dear Mayor Jose Sanchez, Mayor Pro Tem Thomas Wong, and Councilmembers Vinh Ngo, Yvonne Yiu and Henry Lo:

I am pleased to recommend Ms. VICTORIA CHAVEZ- CALDERON for a Memorial Tree in the City of Monterey Park, California.

I have known Victoria for over 20 years and have seen her regularly at various city and sometimes regional events.

My recommendation is based on the following:
1 Victoria helped start our city's Morelia, Mexico, Sister Cities Commission. Monterey Park's strength is that our sister city commissions foster multi culturalism and promotes strong friendships with representatives of other countries that reflects our appreciation for the contributions of immigrants that settle in America and yet continue to cherish the cultural and community ties from their countries and cities of origin.
2. Victoria is a member of the Community Participation Commission, which promotes cultural and other activities especially for our senior citizens including visits to the Hollywood Bowl which creates such great enthusiasm fo residents of all ages and backgrounds from our city.
3. Victoria has been a strong participant in our annual Cinco de Mayo committee which plans and coordinates this most important city event that highlights the diversity of our city's many programs.

She represents the best of our Monterey Park residents: quick to volunteer, a coalition builder, an informal ambassador who always represents our finest virtues to others within the city and in the region, and someone who like the roots of the mighty tree - she is literally the grass roots that anchors our city through thick and thin.

Sincerely,

Mike Eng

MIKE ENG
Former Mayor and Assemblymember
Member, SGVMWD Board of Directors

CHRISTINE MORA
1262 Dorner Drive
Monterey Park CA 91754
(626) 532-6960

February 24,2023

To whom it may concern;

I have known Victoria Chavez-Calderon for several years; she is a grate person who helps every one in our neighborhood, and she doesn't accept anything in return; she is always taking care of someone in our neighborhood, including myself.

Since Victoria is very involved in the City, community and church activities, she always invite us to participate in different events, if we haven't transportation, she give us ride.

We love her, and her family, they are always ready to help our community.

Please take this character letter that will let you know she is a kind giving person, who help every one who needs help.

Sincerely,

Christine Mora

Yadira Orendain
1244 Avenida Cesar Chavez
Monterey Park, Ca 91754
(323) 649-2299

Recommendation Letter for Victoria Chavez-Calderon

To whom it may concern:

This letter is my personal recommendation for Victoria Chavez-Calderon, for a memorial tree in the city of Monterey Park, California.

I have personally known Victoria for more of 15 years, we met while she showed me and my family a home nearby to rent. While viewing the home, she noticed we were a large family and recommended a duplex home next to hers.

Thanks to her recommendation to the landlord, I've been able to live next to my parents and siblings. This was a life changing event, it gave me the opportunity to live with my husband and daughter, without having to sacrifice not seeing my family.

Meeting Victoria was one of the best things that ever happened in my life, she is truly a gift of God. When choosing a godmother for my daughter, I didn't have to look far to find the perfect role model, that's why I chose her.

In all my years of knowing Victoria, I've seen the love, compassion, helpfulness, and willingness to help anyone that crosses her path. Nothing is too small or too big, she will always be there with a smile and loving heart.

Victoria deserves this memorial tree, because it will represent an amazing human that truly shines like a beautiful bright star. If you have further questions, please give me a call at (323) 649-2299.

Sincerely,

Yadira Orendain

ELENA HENRY
Financial Professional
License # 4102404
Santa Clarita CA
(818) 484-6330

Santa Clarita CA. January 27, 2023

To whom it May Concern;

Re: Letter of Recommendation for Victoria Chavez-Calderon.

I am pleased to wholeheartedly recommend Victoria Chavez-Calderon for any general purpose she wishes to pursue.

I have known Victoria Chavez-Calderon since 1994 while working with her in various community issues. And methodical manner.

Victoria brings a unique blend of intellectual insight as well as a practical can-do attitude.

She is a person of exceptional care, loyalty, integrity and honesty. She possesses a strong ethic and grate discipline to her work in the community. She is a team player with outstanding organizational structure and is able to focus in on priorities in a logical methodical manner.

I have no doubt in my mind that Victoria will excel and succeed wherever she goes and she will bring a great organizational framework to her tasks.

If there are any questions that I can answer I can be reached at the following: (818) 484-6330 or at erlenahwfg2021@gmail.com

I am fully confident that you will find Victoria's qualifications and prospects worthy of your top consideration.

Sincerely,

ELENA HENRY
Financial Professional
Licen

MARIA HUNT
1090 Alpine Dr.
Monterey Park CA 91754
(626) 281-7722

February 27, 2013

To whom it may concern:

I have known Victoria Chavez-Calderon and her family for many years and I have nothing but positive things to say about her.

Victoria is very involved in the City, Community and Church activities, she is kind with any body whom come to her asking for help, she has a terrific positive attitude.

Over the years I have witnessed her tremendous commitment and impact developing different projects in benefit of our communities.

Victoria is an outstanding Monterey Park resident, a grate example to follow. I am certain this cultivated spills will allow Victoria to excel.

If you have any questions, you can contact me at (626) 281-7722.

Sincerely,

Maria Hunt.

City Council Staff Report

DATE: April 19, 2023

AGENDA ITEM NO: Consent Calendar - 3I

TO: The Honorable Mayor and City Council

FROM: Jessica Serrano, Director of Community Development

SUBJECT: Waive further reading and adopt Ordinances: 1) 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 2) 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. Waiving the second reading and adopting the proposed ordinances; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Ordinances were introduced and received first reading at the April 5, 2023 City Council meeting. The original staff report (from April 5, 2023) is attached for reference. Second reading and adoption of these Ordinances is recommended. If adopted, the ordinances will take effect in 30 days.

Respectfully submitted by:

J. Serrano

Jessica Serrano
Director of Community Development

Prepared by:

Beth Chow

Beth Chow, AICP
Senior Planner

Approved by:

Ron Bow
City Manager

Karl H. Berger
City Attorney

ATTACHMENTS:

1. Draft Ordinance - 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
2. Draft Ordinance - Development Agreement (DA-22-01)
3. City Council Staff Report, dated April 5, 2023 (without attachments)

ATTACHMENT 1

Draft Ordinance - 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 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

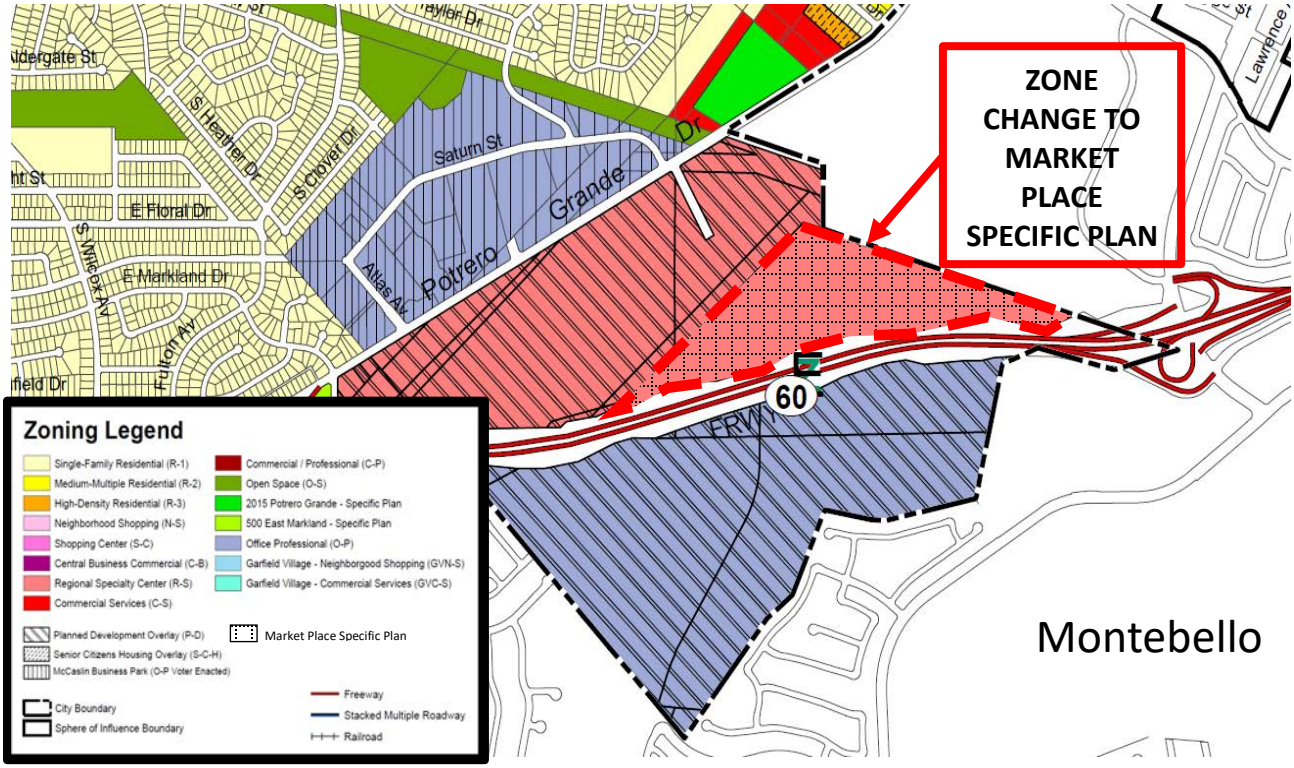


EXHIBIT B

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).

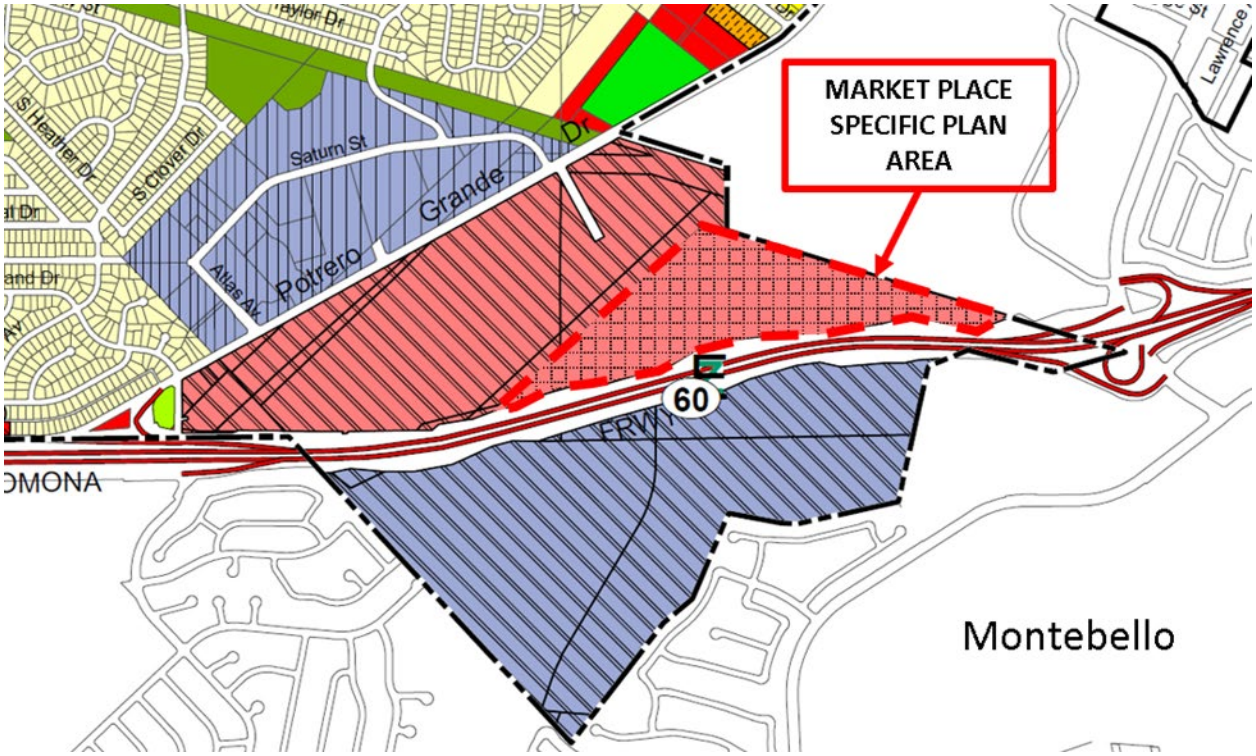


Figure 1: Specific Plan Area

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 Art / Collectibles (galleries, sales, and supplies) Automotive (2) Banks (3, 4) Beauty/Health Spa (5) Bicycle shops (rentals, sales, and repair) Blueprinting and photocopying (mailbox, UPS, or FedEx type) Boat / Marine Supplies, Motorcycle, Motor Scooter Sales (new or used) Book or Stationary Store, including Newsstand Catering Service, Food (not truck catering) Cellular Phone Store, including Accessories Cleaners (with no hazardous materials] Clothing, Shoe, and Accessories (sales and services) Computer / Software / Technology (7) Data Center Department Stores Drugstore / Pharmacy w/Drive-through (8) Electronic sales & services, such as Radio Shack Fitness Center / Gym/ Health Club(9) Florist / Nurseries Furniture Store Gas station Grocery /Food Store/ Supermarket Hardware / Home Improvement Store Hobby /Specialty Store	Indoor Amusement/Entertainment/Arcades (10) Jewelry, Watches (sales and repair) Last Mile Distribution Center Medical/Professional/Administrative/Service Office (11) Music Shop (sales, services, and instruction) Music/Movie Sale and Rental Nutritional / Weight Loss Center (12) Outdoor Dining Parking (13) Party Supplies Pet shop / Pet Super Stores (14) Photovoltaic Systems, including solar arrays and related infrastructure Public Utility Substation/Battery Energy Storage System (15) Restaurants (sit-down & drive-through) Retail Eating Establishment (6) Specialty Retail (16) Sporting goods Temporary / Seasonal stores & kiosks Retail warehouse stores & discount club stores Wholesale and Distribution Warehouse Wireless Telecommunications Facilities Communications, such as Cellular Sites 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 Property Identification: 200 SF each, 1,600 SF Total: 7,000 SF 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 Maximum Height: 17 feet
Entry Identity Signs (2)	250 SF each, 1,000 SF total Maximum Height: 17 feet
Signs over LTP/TDF Flares (1)	Tenant: 2,500 SF Property Identification: 1,200 SF Total: 3,700 SF Maximum 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.

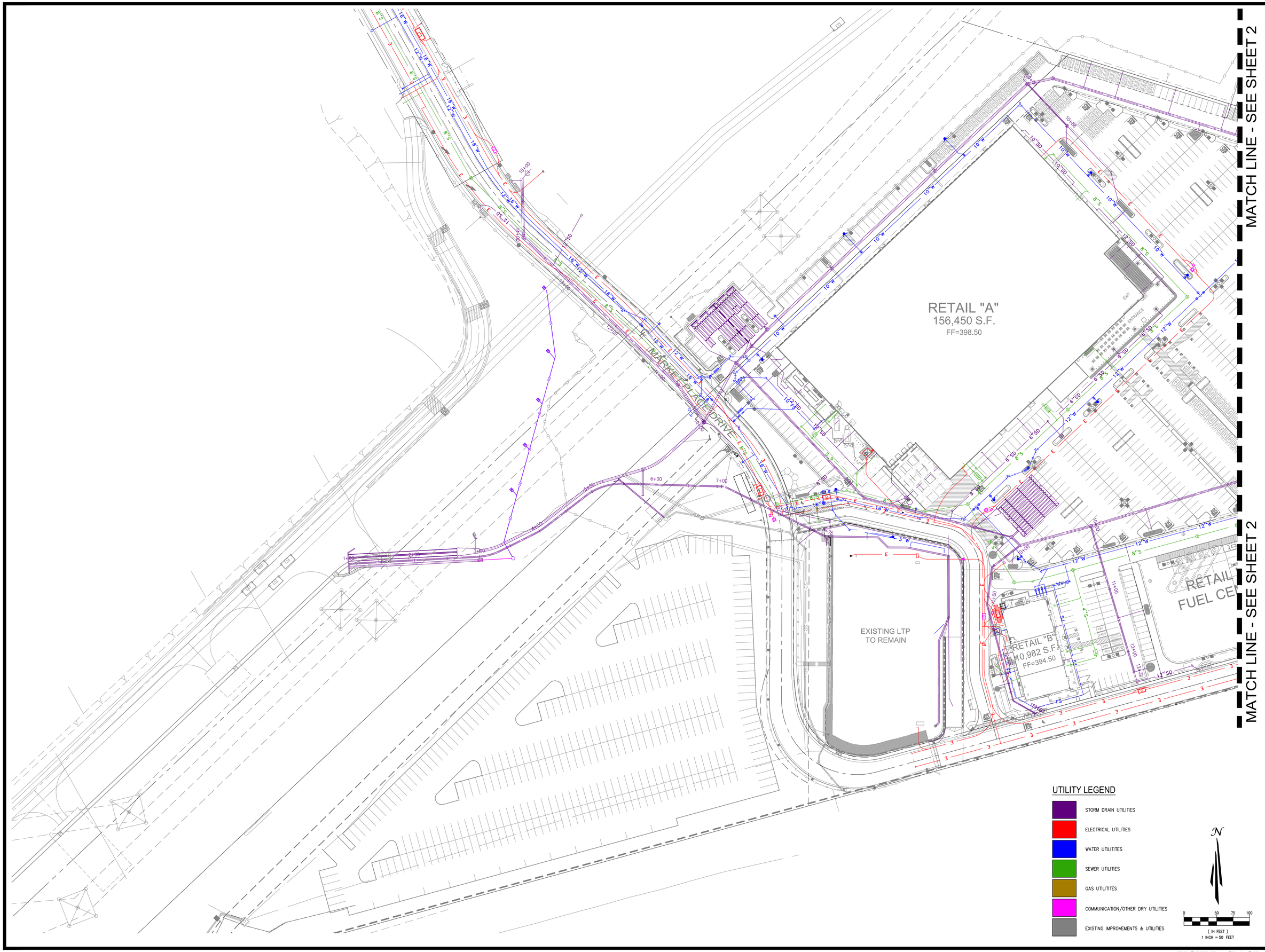
LIST OF FIGURES AND EXHIBITS

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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f: 714/560/8211
Los Angeles Sacramento San Francisco Dallas Phoenix
Ontario San Diego Boise Denver Portland

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

DRAWN: RT
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)

MATCH LINE - SEE SHEET 2

MATCH LINE - SEE BOTTOM LEFT

RETAIL "C"
15,000 S.F.
FF=400.50

RETAIL "D"
106,299 S.F.
FF=400.75

OUTDOOR
GARDEN CENTER
28,118 S.F.

PAD 1
9,777 S.F.
FF=404.25

PAD 2A
4,300 S.F.
FF=405.00

PAD 2B
2,700 S.F.
FF=405.35

RESTAURANT
PAD 3
4,526 S.F.
FF=408.00
PAD=407.60
290 S.F. PATIO

RESTAURANT
PAD 4
3,867 S.F.
FF=411.00
PAD=409.92
1050 S.F.
PATIO

FF=395.50
PAD=394.67

MATCH LINE
SEE TOP RIGHT

UTILITY LEGEND

- STORM DRAIN UTILITIES
- ELECTRICAL UTILITIES
- WATER UTILITITES
- SEWER UTILITIES
- GAS UTILITITES
- COMMUNICATION/OTHER DRY UTILITIES
- EXISTING IMPROVEMENTS & UTILITIES

N

0 50 75 100
(IN FEET)
1 INCH = 50 FEET

NO.	DESCRIPTION	BY	DATE	CHK
	REVISIONS			

NO.	DESCRIPTION	BY	DATE	CHK
	REVISIONS			

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OVERALL UTILITY EXHIBIT

MONTEREY PARK MARKETPLACE
GREENWOOD AVE AND MARKETPLACE DR
MONTEREY PARK, CA

MONTEREY PARK RETAIL PARTNERS, LLC
PRISCATAWAY, NEW JERSEY 08854

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DATE: –
JOB NO.: SP7918

2 OF 2

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FIGURE 3 (PAGE 2 OF 2)

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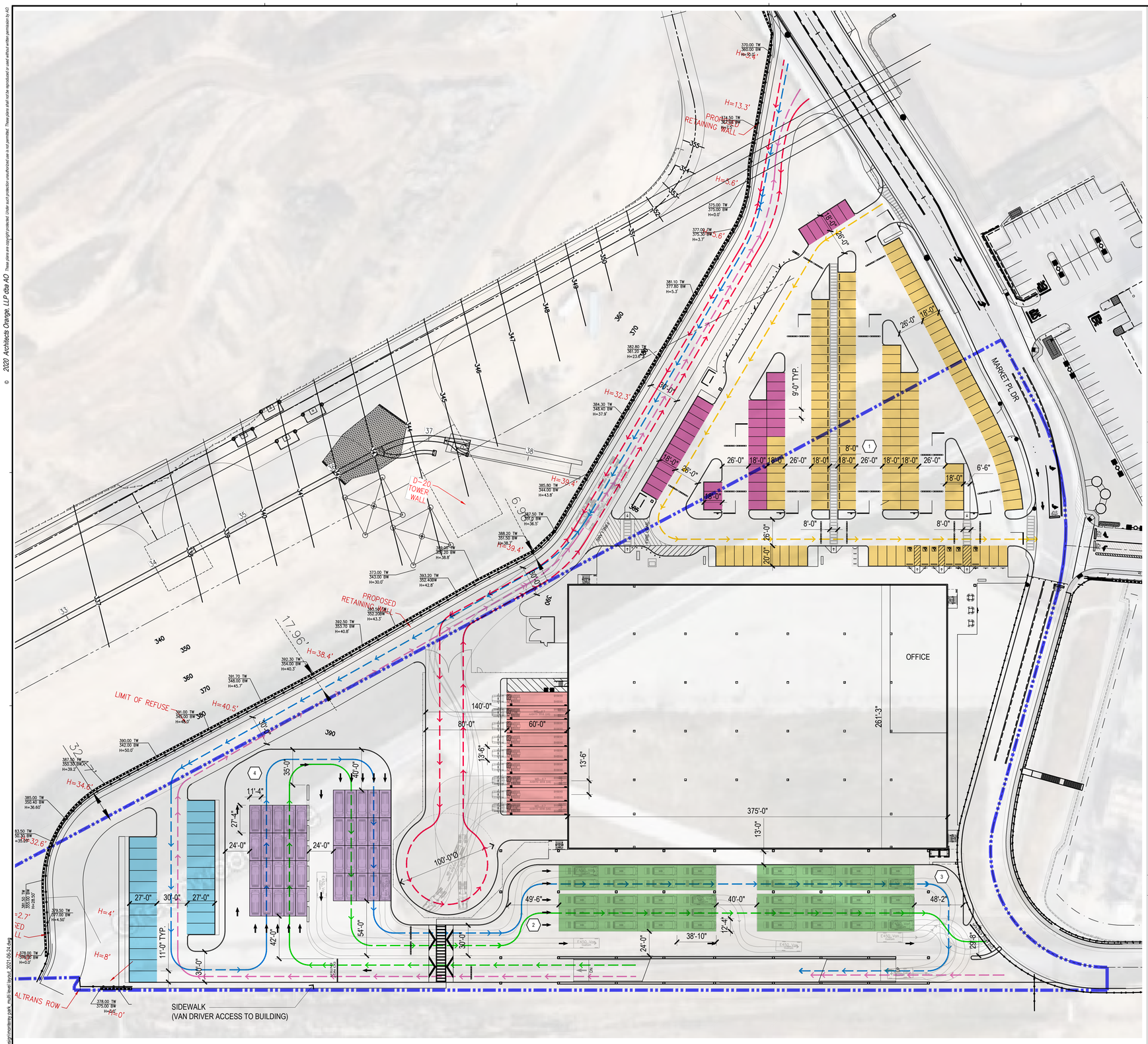

ASSOCIATE TRAFFIC FLOW DIRECTION
DSP/FLEX TRAFFIC FLOW DIRECTION
DSP/FLEX RETURN TRAFFIC FLOW DIRECTION
TRUCK TRAFFIC FLOW DIRECTION
VAN PERSONAL TRAFFIC FLOW DIRECTION

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

40' 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)

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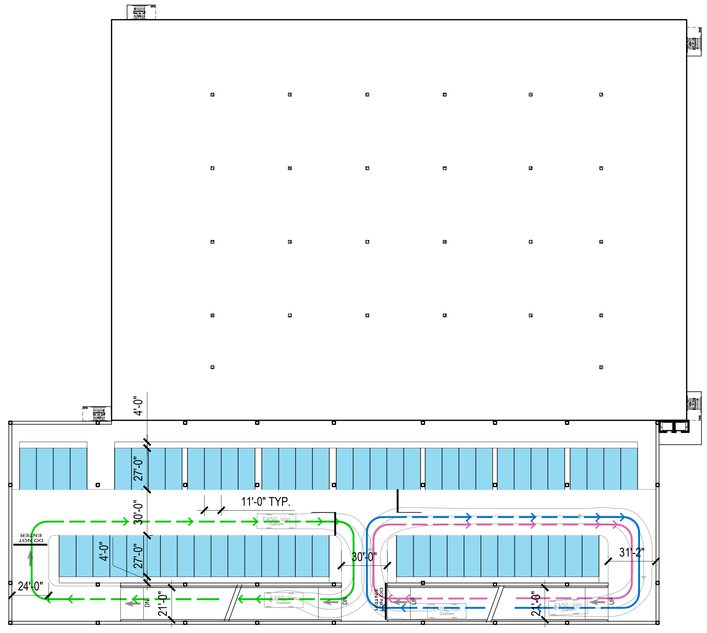
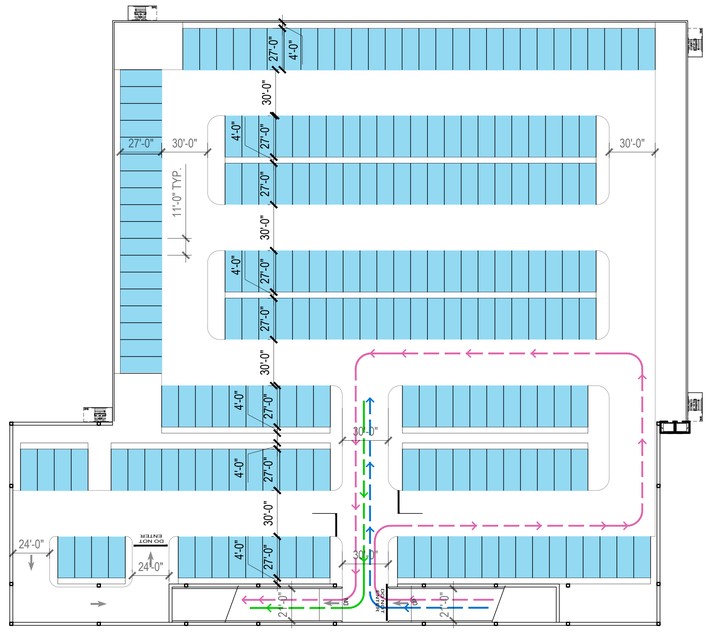
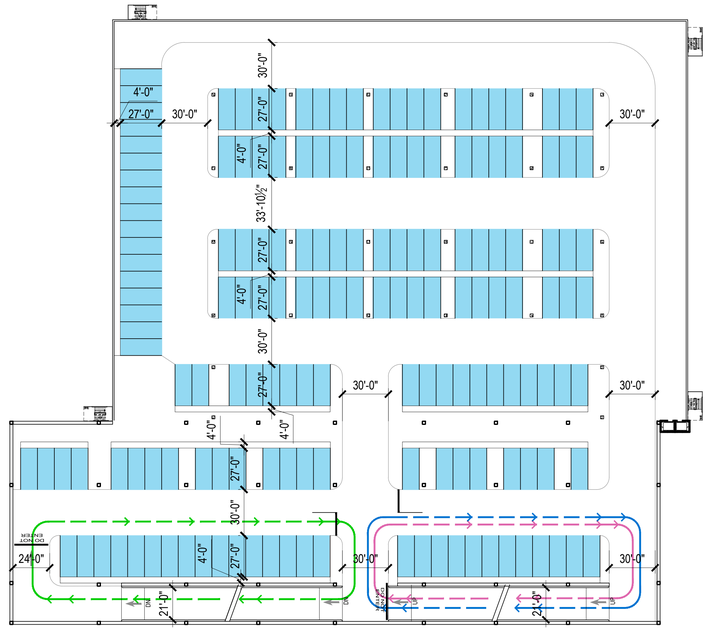


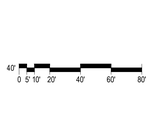
VAN PARKING LEVEL 1 — 1"=40'-0" — 1A

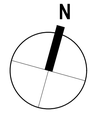


VAN PARKING LEVEL 3 (ROOF) — 1"=40'-0" — 1C



VAN PARKING LEVEL 2 — 1"=40'-0" — 1B





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)

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drawing file name: p:\2021-241\prjs monterey park\design\cde design\monterey park, multi level layout 2021.06.24.dwg
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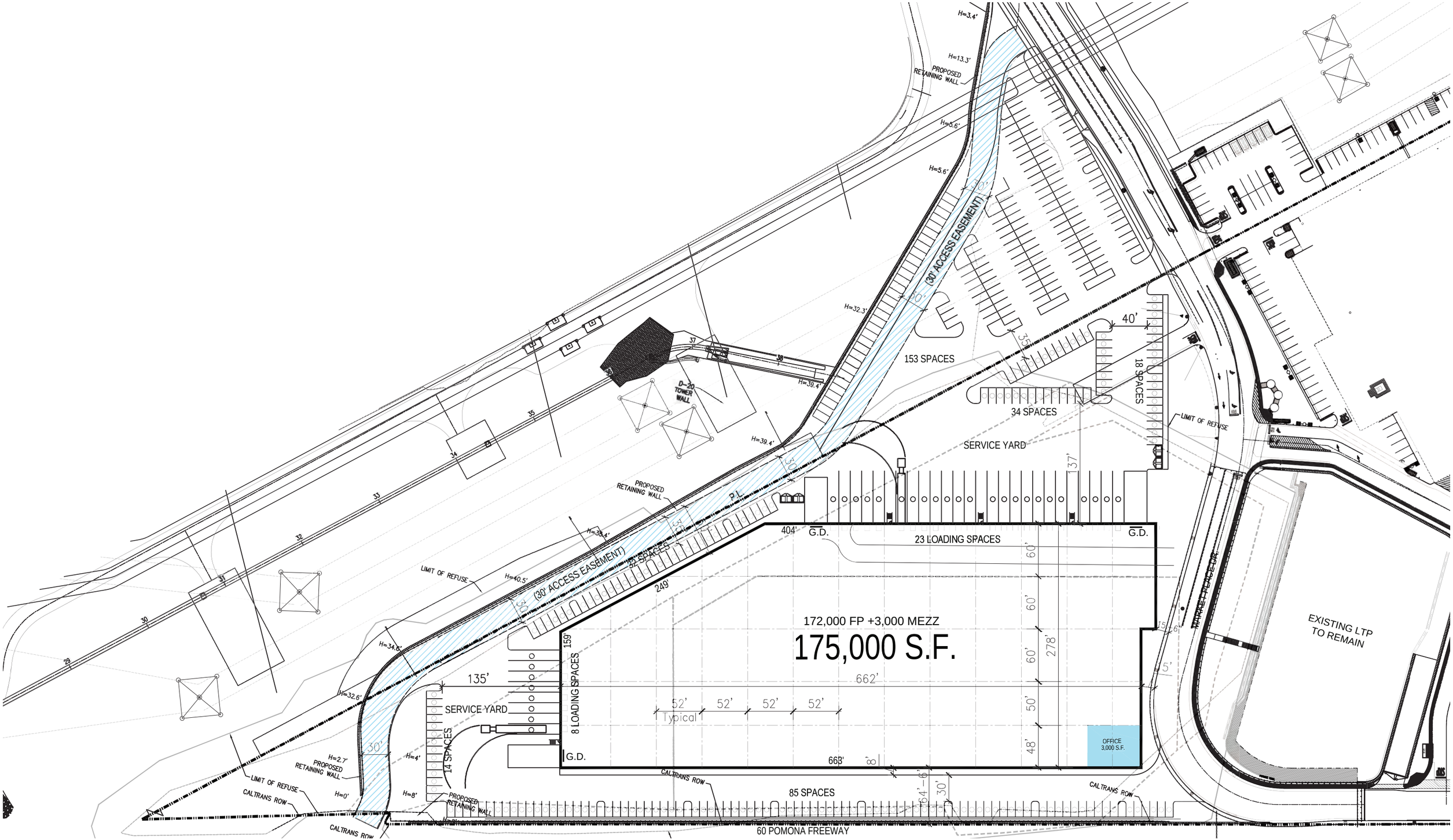


M&M REALTY PARTNERS

MONTEREY PARK INDUSTRIAL

Monterey Park, Ca 91755

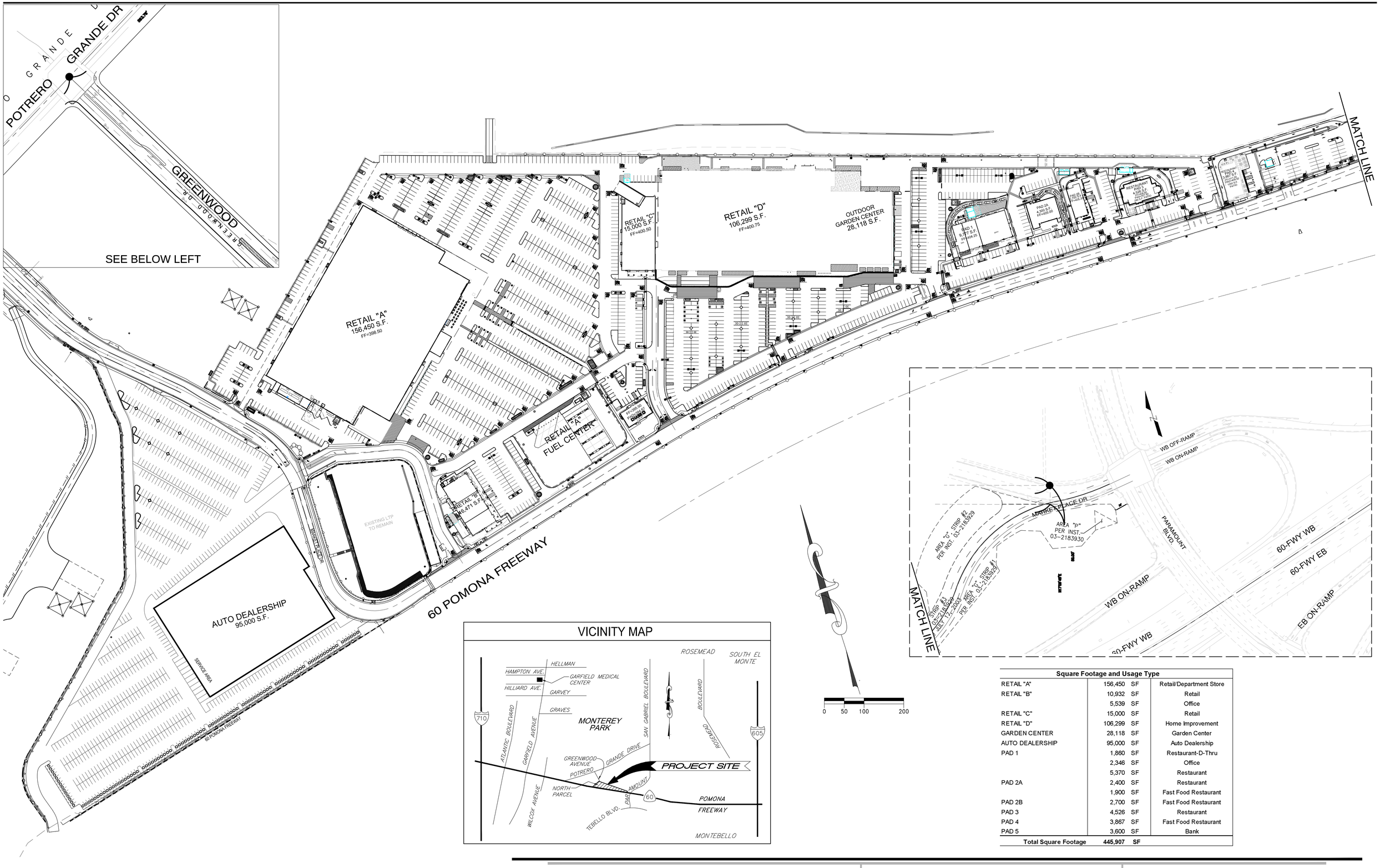
INDUSTRIAL FACILITY
Site Plan

Architecture. Design. Relationships.

Scale 1"=100'-0"
Job No. 2021-241
Date 2021-07-20

01

FIGURE 4B

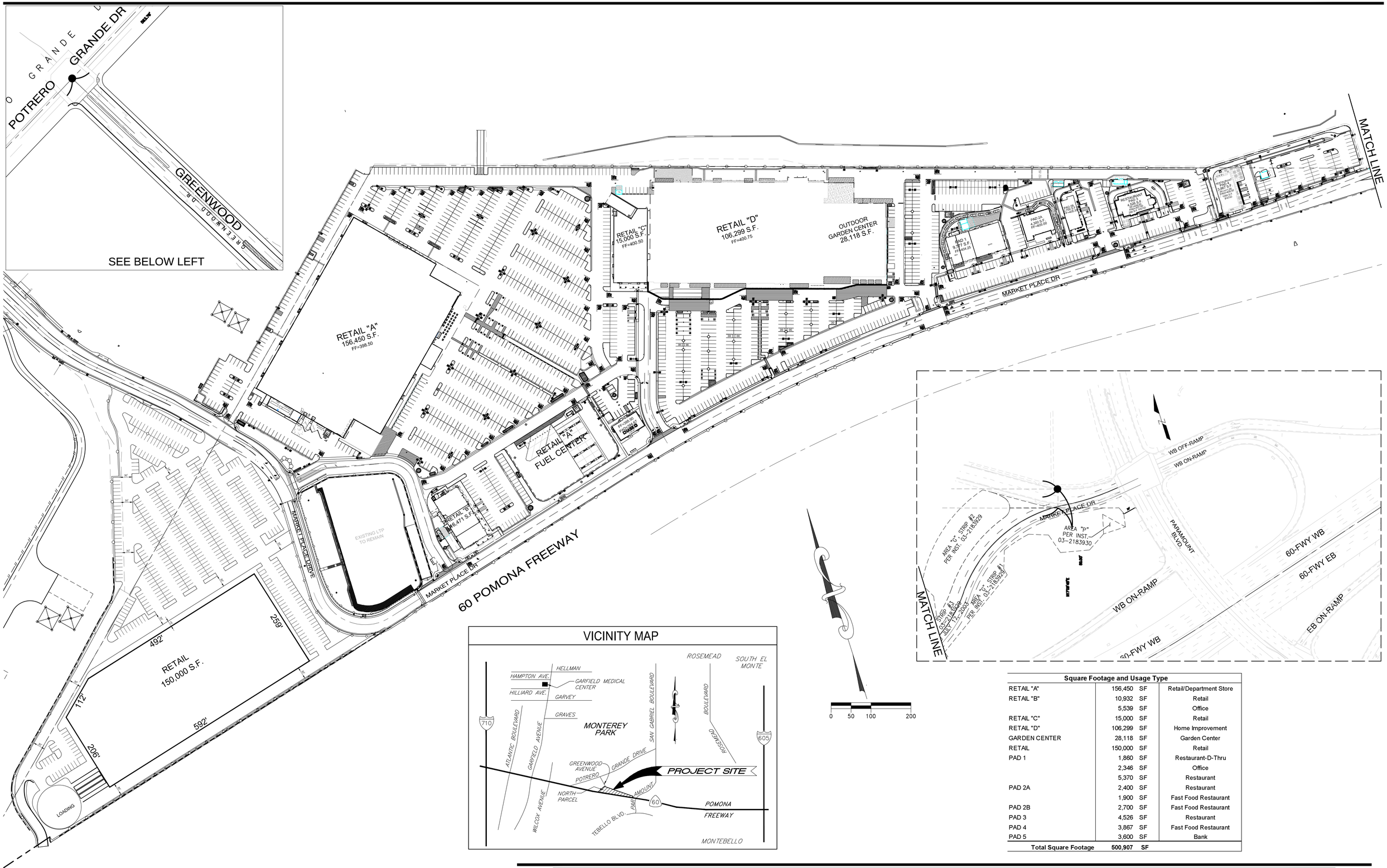


Square Footage and Usage Type			
RETAIL "A"	156,450	SF	Retail/Department Store
RETAIL "B"	10,932	SF	Retail
	5,539	SF	Office
RETAIL "C"	15,000	SF	Retail
RETAIL "D"	106,299	SF	Home Improvement
GARDEN CENTER	28,118	SF	Garden Center
AUTO DEALERSHIP	95,000	SF	Auto Dealership
PAD 1	1,860	SF	Restaurant-D-Thru
	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

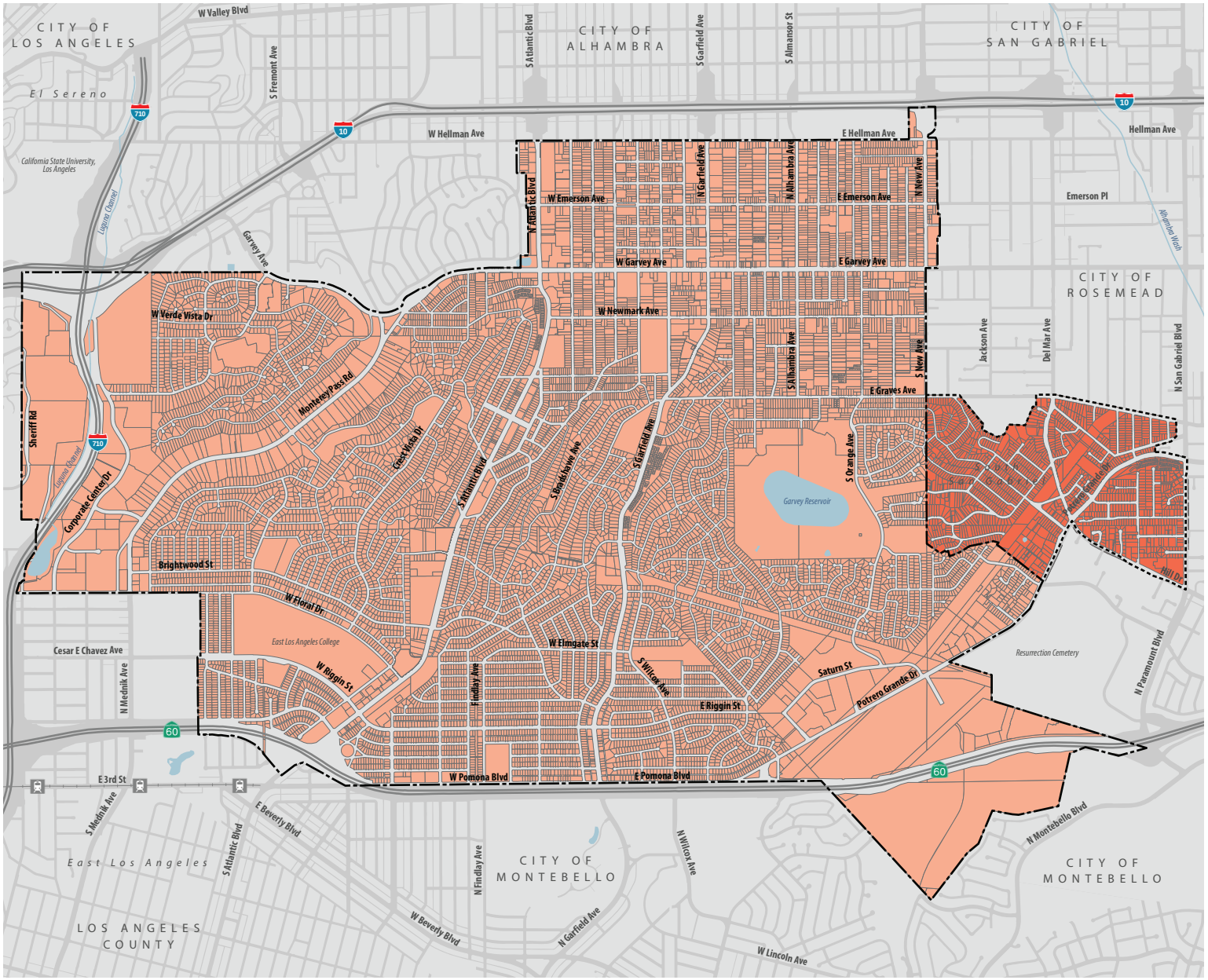


VICINITY MAP

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)

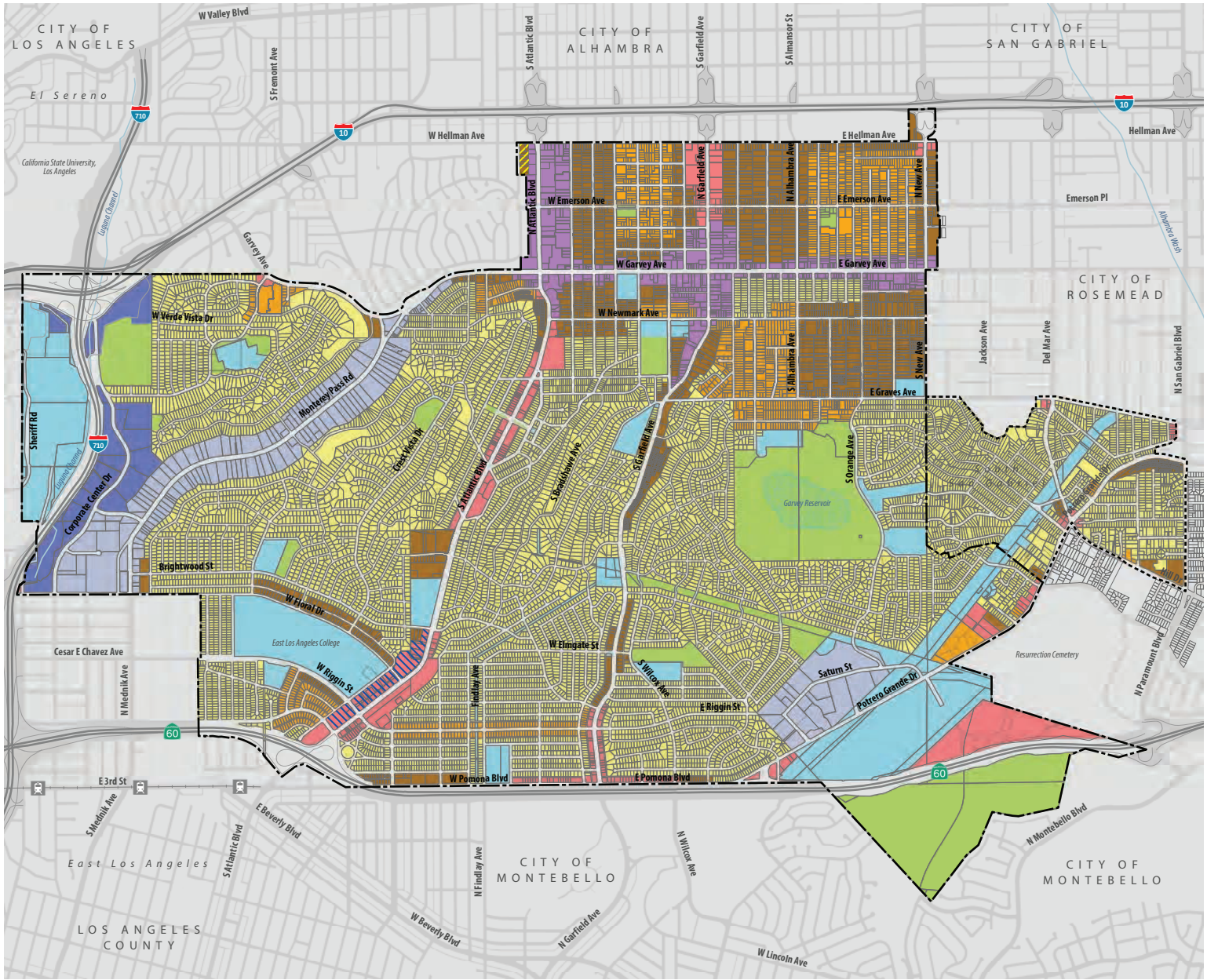
Base Map Features

- 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

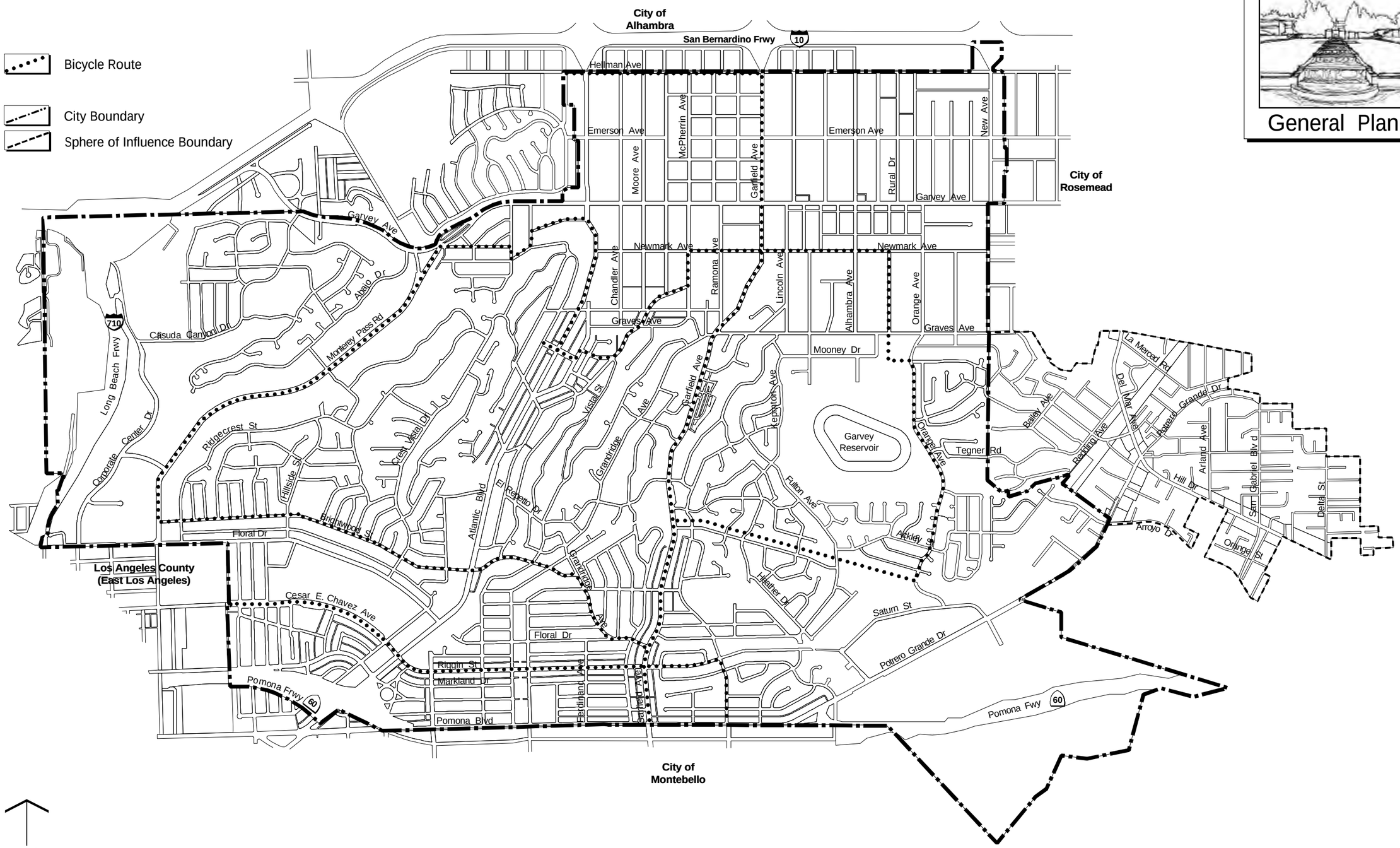


Figure C-4
Bicycle Route Plan

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

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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. 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. 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. 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. c. The plans shall show the location of turf, trees, shrubs, walks, fences, and any ponds, fountains or other decorative landscaping features: i. Indicate soils preparation where necessary; ii. Provide a typical planting detail for trees and shrubs; iii. List the botanical and common names of all plants with the quantity of each and their container size; iv. Clearly portray the location, coverage and specifications of the permanent automatic irrigation system. d. Landscaping and irrigation systems shown on approved plans shall be installed as required by the Planning Division. 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; d. Collection of glass, plastics, kitchen grease, laser printer toner cartridges, oil, batteries, and scrap metal for recycling or recovery. 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: a. Detailing 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; 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: a. Current maps, routes and schedules for public transit routers 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 listing of facilities available for car-poolers, vanpoolers, bicyclists, transit riders and pedestrians at the site. 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. a. Spaces will be signed/striped as demand warrants; 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; d. 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 shall be provided to accommodate four bicycles per the first fifty thousand square feet of nonresidential development; 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. 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; 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. 4. Safety – A safe and convenient zone in which vanpool and carpool vehicles may deliver or board their passenger. 5. Sidewalks – Sidewalks or other designated pathways following direct and safe routes from the external pedestrian circulation system to each building in the development; 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. 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: 1. Rideshare incentives, such as bus passes, shall be provided for construction personnel by Operating Industries Incorporated or the Construction Contractor. 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. 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: • year 2006 or newer construction equipment for engines rated equal to 175 horsepower (hp) and greater; • year 2007 and newer construction equipment for engines rated equal to 100 hp but less than 175 hp; and • 2008 and newer construction equipment for engines rated equal to or greater than over 50 hp. 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: 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: • Loaded trucks and jackhammers – 20 feet • 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. • Markland Drive/Potrero Grande Drive o Convert the northbound right turn lane to a free right turn lane (no widening of eastbound return lanes required). • Saturn Street–Greenwood Avenue/Potrero Grande Drive o Restripe eastbound approach to include a dedicated right turn lane (no widening required). 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.
• Garfield Avenue/Pomona Boulevard
  ○ Widen northbound approach and add a second (dual) left turn lane.
  ○ Restripe northbound shared left plus through lane to a dedicated through lane.
• Garfield Avenue/Via Campo
  ○ Restripe the second eastbound through lane to a shared through plus right turn lane.
• Wilcox Avenue/Via Campo
  ○ Modify existing traffic signal to provide overlap right turn phasing for the northbound approach.
• Markland Drive–Vail Drive/Via Campo
  ○ 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.
  ○ Restripe eastbound shared left plus through lane to a dedicated through lane.
• Paramount Boulevard/SR-60 westbound ramps–Market Place Drive
  ○ Widen eastbound approach to have: 1) left turn lane; and 2) two dedicated right turn lanes.
  ○ Provide a second (dual) left turn on the northbound approach.
  ○ Widen the westbound approach to provide a second (dual) left turn lane, one through lane, and a dedicated right turn lane.
• 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. ○ Widen the westbound approach to have: 1) left turn lane; 2) shared left plus right turn lane; and 3) dedicated right turn lane. • Paramount Boulevard/Montebello Boulevard ○ 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. • Montebello Boulevard/Beverly Boulevard ○ Restripe the northbound right turn lane to a shared through plus right turn lane for a total of three through lanes through the intersection. ○ 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: • Wilcox Avenue/Pomona Boulevard 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. • Garfield Avenue/Pomona Boulevard o Widen northbound approach and add a second (dual) left turn lane. o Restripe northbound shared left plus through lane to a dedicated through lane. o Restripe the #2 southbound through lane to a shared through plus right turn lane. • Garfield Avenue/Via Campo o Restripe the second eastbound through lane to a shared through plus right turn lane. • Markland Drive–Vail Drive/Via Campo o Restripe southbound approach to include a dedicated right turn lane (no widening required). o The project's fair-share percentage is 17.4 percent (PM peak hour) • San Gabriel Boulevard–Paramount Boulevard/Hill Drive o Restripe southbound approach to include a dedicated right turn lane (no widening required). • Paramount Boulevard/SR 60 westbound ramps–Market Place Drive o Widen eastbound approach to have: 1) left turn lane; and 2) two dedicated right turn lanes. o 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. ○ Modify signal to provide overlap right turn phasing for the northbound, eastbound, and westbound approaches. • Paramount Boulevard/SR 60 eastbound ramps–Town Center Drive ○ Widen the eastbound (off-ramp) approach and add a shared through plus right turn lane. • Paramount Boulevard/Montebello Boulevard ○ 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. • Montebello Boulevard/Beverly Boulevard ○ Restripe the northbound right turn lane to a shared through plus right turn lane for a total of three through lanes through the intersection. ○ 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. 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. 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: • Landscaping • Parking structure lighting • Placement of security monitors • Building design • Restroom design and location • 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

Draft Ordinance - Development Agreement (DA-22-01)

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 320 West Newmark Avenue Monterey Park, CA 91754 Attention: City Manager	Burke, Williams & Sorensen, LLP 444 South Flower Street, Suite 2400 Los Angeles, CA 90071-2953 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

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.

ATTACHMENT 3

City Council Staff Report, dated April 5, 2023 (without attachments)

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

City Council Staff Report

DATE: April 19, 2023

AGENDA ITEM NO: Consent Calendar - 3J

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: CIP 96039 Sidewalk Repair Project – Reject All Submitted Bids

RECOMMENDATION:

It is recommended that the City Council consider:

1. Rejecting all submitted bids for Capital Improvement Project (CIP) No. 96039 – Sidewalk Repair Project;
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY

Per Resolution No. 2022-R32, the Public Works Director solicited bids for Capital Improvement Project No. 96039 – Sidewalk Repair Project. The bid opening was held on April 6, 2023. The City received five bids from Kalban, Inc., CT&T Concrete Paving, Inc., Toro Enterprises, Inc., Palp, Inc. dba Excel Paving Company and Onyx Paving Company, Inc. Staff recommends rejection of all bids due to the cost proposals exceeding the City's budget for this project.

BACKGROUND

On March 15, 2023 City Council adopted Resolution No. 2023-R19, adding the Sidewalk Repair Project to the City's Capital Improvement Plan as Project No. 96039.The proposed project addresses sidewalk repairs and concrete work identified as a result of field reviews based on GoMPK service requests from residents and phone calls received by City staff. The scope of work includes replacement of damaged sidewalks, curb and gutters, bus pads, and ADA curb ramps.

Five bids were opened on April 6, 2023, by the City Clerk's office.

RANK	BIDDER	BASE BID AMOUNT
1	Onyx Paving Company, Inc.	$1,551,000.00
2	Kalban, Inc.	$1,728,802.00
3	CT&T Concrete Paving, Inc.	$1,776,414.00
4	Toro Enterprises, Inc.	$1,858,318.15
5	Palp, Inc. dba Excel Paving Company	$1,989,477.00

The apparent low bidder, Onyx Paving Company Inc, did not acknowledge all addenda and is non-responsive. The next lowest responsive bid was submitted by Kalban, Inc. However, Kalban Inc.'s proposal exceeds the project's budget. Therefore, staff recommends that the City Council reject all submitted bids and authorize the Public Works Director to issue a new solicitation of bids.

FISCAL IMPACT

There is no fiscal impact associated with rejecting all bids.

Respectfully submitted and prepared by:

Shawn Igoe
Director of Public Works

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT

None

City Council Staff Report

DATE: April 19, 2023

AGENDA ITEM NO: Consent Calendar - 3K

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Amendment to Agreement 1932-A1 with SA Associates for Centralized Groundwater Treatment System

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an Amendment to Agreement 1932-A1with SA Associates, in a form approved by the City Attorney, for Staffing Augmentation and Construction Management and Inspection Services for an amount not to exceed $497,080;
2. Appropriating $497,080 for the cost of services proposed in the Amendment ($336,000 in city Water Treatment funds and $161,280 in Water Operations funds); and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The State Water Resources Control Board Division of Drinking Water requires that the City's new Centralized Groundwater Treatment System (CGTS) be managed by an onsite staff person with a State Water Resources Control Board (SWRCB) Water Treatment Operator Grade T4 certification. The Water Division's Water Utility Manager and Production Supervisor positions will be required to hold this certification but are both currently vacant.

Staff is requesting City Council approve an Amendment to Professional Services Agreement 1932-A1 with SA Associates to provide temporary staffing with the requiredT4 certification during the interim period while the vacant Water Utility Manager and Water Production Supervisor positions are filled. In addition, SA Associates will provide staff augmentation for the Associate Civil Engineer position for water-related projects, and construction management and inspection services to oversee the completion of the Centralized Groundwater Treatment System (CGTS) construction. The proposed Amendment will be for an amount not to exceed $468,000.

BACKGROUND:

On January 4, 2017, City Council awarded Professional Services Agreement 1932-A1 to SA Associates for construction management/inspections services and plan review of the

CGTS. SA Associates was selected from four engineering firms that were approved to provide on-call services for the Public Works Department. The City selected SA Associates due to its experience with water treatment projects and its subcontractor that is an expert in the CGTS's advanced oxidation/ultraviolet technology.

Construction Management and Inspection Services

The completion of the CGTS with the addition of the perfluoroalkyl substances (PFAS) removal system has been delayed due to challenges related to obtaining the operations permit form the SWRCB. The Project Team estimates that the project will be completed by early fall. The cost for construction management and inspection services for the additional time is estimated to be $55,000.

Staff Augmentation – T4 Certified Water Treatment Operator

The State Water Resources Control Board Division of Drinking Water (DDW) requires an on-site staff person that is T4 certified to operate the CGTS. The grades of certification range from T1 to T5: T5 being the highest. Due to the CGTS sophisticated and complex system, DDW requires the second highest grade – T4. The city's Water Utility Manager and Production Supervisor positions that are currently both vacant, will be required to hold a minimum T4 certification. Until those positions are filled, staff is requesting SA Associates to provide a Water Treatment Operator with that certification. The individual who SA Associates is proposing is the construction inspector of the CGTS and an integral member of the Project Team. While the recruitment of the Water Utility Manager and Production Supervisor has been underway and the new hires expected to be on board within 6 to 9 months, the proposed term of SA's temporary staff is one year in order to train the new water staff to operate this new highly sophisticated and complex system. The cost for this T4 certified operator is $280,800 based on $180/hour for 30 hours per week for the one year.

Staff Augmentation – Engineer

In addition to the Water Treatment Operator, city staff has requested SA Associates to provide a part-time engineer to assist with water-related construction projects such as mainline replacements. The cost for the part-time engineer is $161,280 based on $210 per hour for 24 hours per week for up to eight months.

The total cost for the proposed Amendment with SA Associates is for an amount not to exceed $497,080. A breakdown of the estimated costs is provided in the table below.

Services	**Timeframe**	**Cost**
Construction Management Services	24 weeks	$55,000
Water Treatment Operator	$180/hr, 30 hrs/week for 1 year	$280,800
Engineer	$210/hr, 24 hrs/week for 8 months	$161,280
	Total	$497,080

FISCAL IMPACT:

An appropriation of $497,080 will be required for the proposed staff augmentation and construction management services. Cost related to the treatment plant - $336,000 - will be paid out of the city's Water Treatment fund (403). The cost for the Engineer - $161,280 - will be paid out of the Water Operations fund (401). The City will seek reimbursement from the Water Quality Association (WQA) for eligible costs.

Respectfully submitted 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

ATTACHMENTS:

1. SA Associates Proposal

ATTACHMENT 1
SA Associates Proposal

SA
ASSOCIATES

April 13, 2023

Shawn Igoe
Director of Public Works
City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 1754

Subject: Proposal for Project Management Services

Dear Shawn:

In accordance with your request, we are pleased to submit our proposal to provide the City with a Project Manager while the City recruits a permanent employee to fill this position. We propose Mr. Harvey Gobas for this temporary position to provide the City with additional support with managing some projects.

Mr. Gobas has over 48 years of experience. He has worked on a multitude of projects including sewer, storm drain, water, bridge widening, parks, parking structures, street, etc.

Our fee to provide the additional services is $165,000 on a time and materials basis. This is based on Project Management Services @ 30 hours per week for 24 weeks (6 months), plus some administrative time. A fee breakdown, along with our Hourly Charge Rate and Expense Reimbursement Schedule, is attached.

Thank you for the opportunity to submit our proposal. If you have any questions, please contact me.

Very truly yours,

Shahnawaz Ahmad

Shahnawaz Ahmad, P.E.
President
Tel: 626.821.3456
E-Mail: sahmad@saassociates.net

SA ASSOCIATES

CITY OF MONTEREY PARK

PROJECT MANAGEMENT SERVICES - HARVEY GOBAS

Fee Estimate

Task	PIC	PM	Sec.	Total	
				Hours	$
1. Project Manager		720		720	151,200
2. Administration	36		48	84	12,984
- Direct Costs					816
TOTAL	36	720	48	804	165,000

SA ASSOCIATES

CITY OF MONTEREY PARK

PROJECT MANAGEMENT SERVICES

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Principal-in-Charge	$230.00
Project Manager	$210.00
Secretary	$ 98.00

Reimbursable In-House Costs:

Photo Copies	$ 0.15/each
Blueprints	$ 0.50/S.F.
Delivery Service, Express Mail	Cost+15%

Vehicle mileage, between engineer's office and project site and/or client offices, will be billed at $0.65 per mile.

NOTE: All rates are effective to December 31, 2023

City Council Staff Report

DATE: April 19, 2023

AGENDA ITEM NO: Consent Calendar - 3L

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Free Spirit Bus Rides for Earth Day

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving Spirit Bus fare for riders on Friday, April 21, 2023 in celebration of Earth Day;
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY

The City is committed to promoting sustainability practices and acknowledges that small actions can contribute to a safer and healthier environment for the community. For this reason, it is recommended that in honor of Earth Day, the City waives fares and offers free Spirit Bus rides on Friday April 21, 2023. Earth Day will be celebrated globally on Saturday April 22, 2023. However, Spirit Bus service is currently offered weekdays Monday through Friday. Free rides on Spirit Bus will encourage people to take public transportation, which helps reduce traffic and carbon footprint through a reduction of greenhouse gas emissions in the City. Additionally, this action supports the City's Going Green initiative by providing residents opportunities to get involved with sustainable programs and activities in the City. Accordingly, waiving the fees in this instance – in addition to being de minimis – is in the public interest.

FISCAL IMPACT

The Spirit Bus fare is $0.25 per passenger. Based on recent ridership data, about 150 passengers use Spirit Bus service on Fridays. The fiscal impact of waiving bus fares in celebration of Earth Day is about $37.50.

Respectfully submitted and prepared by:

Shawn Igoe
Director of Public Works

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT

None

City Council Staff Report

DATE: April 19, 2023

AGENDA ITEM NO: New Business - 5A

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Consideration and possible action to introduce an Ordinance amending Title 13, Chapter 12 of the Monterey Park Municipal Code ("MPMC") in its entirety to regulate encroachments within the Public Right-of-Way

RECOMMENDATION:

It is recommended that the City Council consider:

1. Introducing and waiving first reading of an Ordinance amending Title 13, Chapter 12 of the Monterey Park Municipal Code ("MPMC") in its entirety regulating encroachments into public streets, easements, and right of ways; and
2. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

This Ordinance was reviewed pursuant to CEQA. Adopting this Ordinance is exempt from further environmental review because it establishes rules and procedures for operation of existing facilities; minor temporary use of land; minor alterations in land use; new construction of small structures; and minor structures accessory to existing commercial facilities. The Ordinance, therefore, is categorically exempt from further environmental review under CEQA Guidelines §§ 15301; 15303, 15304(e); 15305; and 15311. Further, adopting the ordinance is exempt from environmental review pursuant to CEQA Guidelines § 15061(b)(3) because the ordinance is for general policies and procedure-making. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment. Individual projects utilizing these regulations will each be separately subject to an environmental assessment. Finally, this Ordinance is exempt from further environmental review pursuant to CEQA Guidelines § 15269(a) because the protection of public and private property is necessary to maintain service essential to the public, health and welfare.

EXECUTIVE SUMMARY:

MPMC Chapter 13.12 regulates encroachments and construction within all public right of ways within the City. The regulations under this chapter were first implemented in the 1980s and are stale in comparison to industry standards. The proposed ordinance updates regulations for excavations and encroachments on, over, and under public rights-of-ways and public service easements.

BACKGROUND:
Government Code Section 38775 permits the City to regulate and prohibit encroachments into and obstructions on public property. An encroachment includes, without limitation, the following:

- Any construction work performed within public rights-of-ways or public service easements;
- Any work other than construction work performed within a public right-of-way or public service easement that obstructs, or interferes with the use of, the public right-of-way or public service easement; and
- Any structure or object that is placed or installed within a public right-of-way or within a public service easement in a manner that obstructs or otherwise interferes with the use of the public right-of-way or public service easement.

The proposed ordinance repeals and replaces current provisions and procedures under MPMC Chapter 13.12 and provides new permit requirements, including, exceptions to permits, procedures for permit application process, permit insurance requirements, guidelines for excavation in recently resurfaced public streets, requirements for traffic control plans and procedures for administrative review of permit decisions. The Ordinance also includes an encroachment permit application form and general conditions of approval applicable to all encroachments in the City.

FISCAL IMPACT:
None.

Respectfully prepared & submitted by:

Shawn Igoe
Director of Public Works

Approved by:

Ron Bow
City Manager

Reviewed by:

Justin A. Tamayo
Deputy City Attorney

ATTACHMENTS:
1. Draft Ordinance

ATTACHMENT 1
Draft Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 13, CHAPTER 12 OF THE MONTEREY PARK MUNICIPAL CODE TO REPEAL AND REPLACE PROVISIONS AND PROCEDURES GOVERNING ENCROACHMENTS INTO PUBLIC STREETS, EASEMENTS, AND RIGHT OF WAYS

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

SECTION 1: ***Findings***. The City Council finds and declares that:

A. Government Code § 38775 permits the City to regulate and prohibit encroachments into and obstructions on public property and may provide for the removal of any prohibited encroachments;

B. Government Code § 38771 permits general law cities to identify public nuisances by ordinance;

C. The regulations in Chapter 13.12 of the Monterey Park Municipal Code ("MPMC") are substantially unchanged from the 1980s and do not reflect modern policies and procedures;

D. It is in the public interest for the City to take appropriate actions to protect citizens and their property from conditions that threaten public health, safety, and welfare by adopting modern policies and procedures concerning encroachments into the public right-of-ways; and

E. The City reviewed this Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq*., the "CEQA Guidelines"). CEQA and the CEQA Guidelines are collectively referred to as "CEQA Regulations."

SECTION 2: Chapter 13.12 of the Monterey Park Municipal Code ("MPMC") entitled "Encroachments and Obstructions" is amended in its entirety to read as follows:

"Chapter 13.12

ENCROACHMENT IN PUBLIC STREETS, EASEMENTS AND RIGHT-OF-WAYS

13.12.010. Purpose.

This chapter is adopted for the purpose of regulating excavations and encroachments on, over, or under public rights-of-ways or public service easements.

13.12.020. Definitions.

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

A. "Administrator" means the public works director, or designee.

B. "Encroachment" means any construction work performed within public rights-of-ways or public service easements; any work other than construction work performed within a public right-of-way or public service easement that obstructs, or interferes with the use of, the public right-of-way or public service easement; and any structure or object that is placed or installed within a public right-of-way or within a public service easement in a manner that obstructs or otherwise interferes with the use of the public right-of-way or public service easement.

C. "Excavation" means removal of any concrete, asphalt, road, earth, or other, similar, surface materials covering a public right-of-way or public service easement.

D. "Public Right-of-Way" means any city street, sidewalk, pedestrian path, bike path or any other "public way," as defined by Streets and Highways Code § 18609.

E. "Public Service Easement" means any public sewer easement, public storm drain easement, public utility easement or other "public service easement," as defined in Streets and Highways Code § 8306.

13.12.030. Permit Required.

A. Permit Required. Unless otherwise provided by applicable law, it is unlawful for any person to make any encroachment or excavation in any public right-of-way or service easement, without first obtaining a permit issued pursuant to this chapter.

B. A permit is not valid until the administrator receives the applicant's written acceptance in accordance with this chapter.

C. During City business hours, persons must immediately notify the Administrator of emergency encroachment work for all repairs performed on existing infrastructure. Should emergency repair work commence during other than normal City business hours, the person must notify the Administrator of work performed by 9:00 am on the following business day. An encroachment permit application must be submitted to the Administrator within three business days.

13.12.040. Planting Vegetation.

It is unlawful for any person to place or plant, or cause to be placed or planted, any tree, shrub or bush in any public right-of-way or public service easement without obtaining a permit pursuant to this chapter. In addition to all other conditions of this chapter, a permit planting trees will specify the place for planting, the distance apart, the kind of trees and such other matters specified by the administrator.

13.12.050. Street Damage by Moving Vehicles.

Except as otherwise provided in this chapter, it is unlawful for any person to drive, drag, propel or move, or cause to be moved upon any public right-of-way or public service easement, any plow, harrow or cutting or scratching instrument or any heavy vehicle or machine liable to break the surface of, or do injury to the public right-of-way or public service easement.

13.12.060. Excavation in Recently Resurfaced Public Streets.

A. Except as otherwise allowed by this chapter, public streets that were resurfaced with an emulsified asphalt “slurry” or asphalt “cape seal” within the previous two years or improved with asphalt/concrete within the previous five years of the proposed excavation may not be excavated for utilities or for other reasons.

B. A permit may be issued to allow a permittee to encroach within a public street to install utility facilities, or for other purposes, if such work can be accomplished by boring under the public street section or by other trenchless technologies. Alternative methods for such work including, without limitation, relocating utility facilities to areas other than the public street (for example, under public sidewalks and/or parkways) will be considered and determined not to be feasible before a permit may be issued pursuant to this chapter. Any additional costs for, without limitation, relocating utility facilities outside of the public street or boring under the public street must be borne by the permittee.

C. Excavation of a public street may be allowed by permit under only the most unusual circumstances if the Administrator determines that relocation or boring is not feasible. Under such circumstances, the Administrator will require a permittee to meet the city’s construction standards for excavating in recently resurfaced streets, pay all costs associated with such excavation, and provide such additional security to ensure the integrity of the recently resurfaced public street as may be reasonable required by the Administrator.

13.12.070. Exceptions to Permit Requirements.

A permit is not required for the following encroachments or excavations:

A. United States mailboxes;

B. Poles and facilities of public utilities lawfully using the public streets of the city;

C. Portable and usual garbage and rubbish receptacles when conforming to and placed in accordance with the rules and regulations of the City;

D. Work required by a valid public works contract between the city and a contractor;

E. An encroachment made pursuant to a subdivision improvement agreement between the city and a developer;

F. Encroachments or excavations related to filming activities where the person possesses a filming permit issued pursuant to this code;

G. Encroachments or excavations authorized by a permit issued pursuant to this code for parades, athletic events, or public assemblies;

H. An encroachment made by adjoining property owner for installing concrete flat work in a parkway between a public street and sidewalk or for the purpose of installing concrete flat work behind a public sidewalk, provided the concrete flat work does not consist of more than 25-percent hardscape within each parkway area, and has otherwise been approved by the city;

I. An encroachment made by a city officer or employee acting within the course or scope of such officer's or employee's duties or employment; and

J. An encroachment made by the owner or lessee of property adjoining a public right-of-way within the central commercial zoning district for a sidewalk café pursuant to a license or permit issued pursuant to this code authorizing the use of the right-of-way for such a purpose.

13.12.080. Administration.

The administrator will administer this chapter, including, without limitation, acting on all applications for a permit required by this chapter, and undertaking any of the enforcement actions allowed by this chapter.

13.12.090. General Application Requirements For Permits.

Applications for a permit required by this chapter must be filed with the administrator, will be in a form and contain the information prescribed by the administrator and be accompanied by a permit fee in an amount established by city council resolution.

13.12.100. Applicant Qualifications.

Where an application is filed for a permit required by this chapter which would authorize construction or excavation work within a public right-of-way or public service easement, the applicant must establish to the satisfaction of the administrator:

A. That the applicant possesses a valid contractor's license issued pursuant to Business and Professions Code § 7000, et seq. to perform the kind of work within the public right-of-way or public service easement to be authorized by the permit; or

B. The applicant owns the property adjoining that portion of the public right-of-way or public service easement in which the work to be authorized by the permit will be performed, that such work will consist entirely of repairs to sidewalks, curbs, gutters or driveway, and/or the installation of landscaping within the parkway strips adjoining such public right-of-way, and that the work will be performed either entirely by the applicant or by the applicant in conjunction with unpaid assistants.

13.12.110. Plans and Specifications.

Where an applicant seeks a permit for construction or excavation work within a public right-of-way or public service easement, the application must include plans and specifications indicating the location, nature, and extent of the work to be performed within the public right-of-way or public service easement and establish that such work will conform to the city's design criteria and improvement standards and/or any other applicable laws and regulations.

13.12.120. Action on Permit Applications - Approval.

If an application is complete and there are no grounds for denial, the administrator must approve the application and issue a permit subject to all of the conditions provided for in this chapter upon the applicant providing proof of insurance and paying the permit fee.

13.12.130. Action on Permit Applications - Denial of Application.

A. Grounds for Denial. The administrator must deny an application for a permit required by this chapter if the administrator determines that:

1. The encroachment or excavation proposed by the application is for the construction or installation of improvements or facilities within a public right-of-way or public service easement than are not an authorized use of a public right-of-way or public service easement;

2. The encroachment or excavation, if implemented in the proposed manner, would unreasonably interfere with use of public or private property adjacent to or contiguous with the public right-of-way or public service easement in which an encroachment or excavation is planned; or

3. The encroachment or excavation, if implemented in the proposed manner, would threaten public health, safety, or welfare.

B. Notice of Denial. When the administrator denies an application, the administrator must promptly serve notice on the applicant. That notice will state the reasons for denial and set forth the applicant's right to apply for administrative review and appeal in the manner provided by this chapter.

13.12.140. Traffic Control Plan.

As an additional condition for an encroachment permit, the permittee must undertake and carry out the encroachment or excavation authorized by such permit in accordance with the provisions of the California Manual of Traffic Controls for Construction and Maintenance Work Zones as published by the California Department of Transportation and/or any additions or modifications adopted by the city.

13.12.150. Insurance; Surety Bond or Other Security.

A. Unless otherwise provided, no encroachment permit may be issued unless and until an applicant obtains comprehensive general liability insurance policy that complies with the city's insurance requirements as established by city council resolution.

B. Security Requirements. Except as provided by this chapter, a permit cannot be issued pursuant to this chapter unless and until the permittee obtains and provides the city a surety bond or other security guaranteeing permittee's performance of all duties and obligations under such permit including, in particular, the duty and obligation to restore the construction or work site to the same condition as it was before the work, or such modified condition as approved by the administrator.

C. Amount of Security. The surety bond or other security obtained and provided by a permittee must be in the penalty amount of at least $10,000

except when the administrator determines that the proposed work is extensive and would result in costs substantially exceeding $10,000 to remedy any breach of the permit requirements. Under such circumstances, the surety bond or other security must be in a penalty amount which the administrator determines is necessary to fully insure the city's exposure to all such costs.

D. Form of Security. The permittee's surety bond must be in a form approved by the city attorney and be conditioned upon the duties and obligations contained in the permit and set forth in this chapter. In lieu of a surety bond, a permittee may obtain and provide to the city a cash deposit, certificate of deposit naming the city as the payee thereof or such other kind of security acceptable to the city's risk manager, provided such alternate security is accompanied by an agreement, in a form approved by the city attorney, stating that the security is being pledged to guarantee performance of the permittee's duties and obligations under the permit issued to permittee pursuant to this chapter.

E. Where a permit is issued pursuant to this chapter to a property owner adjoining the portion of the public right-of-way or public service easement in which the work is to be performed, the administrator may waive the surety bond or other security requirements of this chapter.

13.12.160. Performance of Construction or Excavation Work.

As a further condition of a permit required by this chapter, all permittees including, without limitation, persons with a franchise issued in accordance with applicable law, must design, undertake and complete such work in the following manner:

A. All public improvements constructed or installed within a public right-of-way pursuant to such permit must be designed, constructed and installed in accordance with the city's design criteria and improvement standards.

B. Upon commencing work authorized by a permit, the work will be prosecuted with due diligence in a manner that does not unnecessarily obstruct or interfere with a public street, public utilities or other facilities located within a public right-of-way or public service easement. This provision will be strictly construed.

C. Warning lights. It is the duty of any person making any excavation in any public right-of-way or service easement, to place and maintain during the period between sunset of any day and sunrise of the succeeding day, suitable and adequate lights to warn users of the street of the obstructions or excavations until such excavation is entirely refilled.

D. Location of pipes. It is unlawful for any person to lay any gas or water service pipe, or main pipe, or private sewer or any drain or other conduit in any street or other public place in the city at a distance of less than two feet below the surface of such public place.

E. In accordance with Government Code § 4216.2, including any successor statute thereto, persons excavating in the public right-of-way will comply with the requirements of the Underground Service Alert ("USA") regarding notification of excavation and marking subsurface facilities. Such person will provide USA with the permit number or other information that may be necessary to properly identify the proposed excavation. All markings must be removed within 24 hours after work is completed.

F. All excavation permittees are required to furnish compaction reports on all backfill if required by the city engineer.

G. Upon completing approved work, the public right-of-way or public services easement in which such work was performed must be restored to the same condition as before the work occurred or such modified condition as expressly approved by the administrator. All surplus soils or waste materials removed from the public right-of-way or public service easement must be deposited or disposed of in a manner that complies with applicable federal, state, and city laws and regulations.

H. At the conclusion of construction or excavation work authorized by such permit, the permittee must file with the administrator such "as-built" plans and specifications as may be required by the administrator depicting any new improvements or facilities or any modifications to existing improvements or facilities which were constructed or installed in the public right-of-way or public service easement pursuant to such permit.

13.12.170. Special Conditions.

When acting on a permit required by this chapter, the administrator may add permit conditions to address any special requirements which the administrator determines are necessary to ensure that the proposed encroachment or excavation is accomplished in a manner that protects the safety of persons or property and does not unreasonably interfere with the use by the city or general public of any public right-of-way or public service easement and/or any public or private property adjoining or in the neighborhood of the public right-of-way or public service easement in which the encroachment or excavation is to be made.

13.12.180. Obstruction of Street; Refilling; Cost.

A. Refilling. All refilling of any excavation will be made by the administrator. If

the street or place where such excavation is made is graveled, macadamized or has a cement concrete pavement, such pavement will be replaced by the administrator, all costs to be borne by the person, firm, or corporation making the excavation.

B. Determination of cost. The decision of the administrator as to the cost of any work done or repairs made by the City under the provisions of this chapter are final and conclusive as to such cost.

13.12.190. Stop Notice.

A. Whenever the administrator or any law enforcement officer determines that an encroachment or excavation made pursuant to a permit issued by this chapter threatens public safety, unreasonably interferes with the use of such public right-of-way or public service easement or any property adjoining and in the neighborhood thereof, or damages or threatens to damage other facilities located within the public right-of-way or public service easement in a manner not authorized by the permit, the administrator may order such work immediately suspended and, if appropriate, stopped in accordance with this chapter. The administrator or any law enforcement officer may immediately suspend work by a permittee either verbally or in writing if there is an imminent threat to public health, safety or welfare resulting from a permittee's work. Thereafter, the administrator must comply with this chapter as to stopping work.

B. If stopping the work is, in the administrator's sole determination, appropriate, the administrator will cause a written notice of the order to be served on the permittee and on any person known to the administrator to be working pursuant to the permit if such person is someone other than the permittee. In addition to setting forth the order of the administrator to stop work, such notice will contain a brief description of the reasons why such work is being ordered stopped and the action, if any, which may be taken in order that the work may be resumed; will contain a statement of the right of the permittee to apply for administrative review of the order and to appeal the order in the manner provided by this chapter, and advise the person upon whom the notice is served that unless authorized by the administrator, any further work performed pursuant to such permit may subject such person to criminal charges.

C. The administrator will also cause a written notice of the order to be posted in a conspicuous place within the public right-of-way or public service easement in which such work is being performed. In addition to setting forth the order of the administrator to stop work, such notice will state that it is a misdemeanor for such person to perform any further work without authorization of the administrator or to remove or deface the posted notice of such order.

D. It is unlawful for any person served with a notice of the administrator to stop work undertaken or carried out pursuant to a permit issued in the manner provided by this chapter to cause or permit such work to be performed.

13.12.200. Permit Revocation.

A. Whenever the administrator determines that a permittee violated the terms and conditions of the permit or that the permit was issued based on an application or plans and specifications which contained a material misrepresentation of fact, the administrator may revoke the permit in accordance with this chapter.

B. To commence revoking a permit, the administrator will cause written notice of such order to be served on the permittee. In addition to notice regarding the revocation, the notice will contain a brief description of the reasons why the permit is being revoked and will contain a statement that the permittee has the right to apply for administrative review of the order and to appeal the order as provided by this chapter.

C. A permittee served with a notice of revocation will promptly terminate the encroachment or excavation and restore the public right-of-way or public service easement in which such encroachment or excavation was undertaken or carried out to the same condition as before the work commenced.

13.12.210. Removal and Restoration Work.

A. Where the administrator determines that an encroachment or excavation was made in a public right-of-way or public service easement without a permit, in violation or contrary to the terms and conditions of a permit or order issued pursuant to this chapter, or in any manner that endangers the safety of persons or property, the administrator may remove such encroachment, refill such excavation and/or restore such public right-of-way or public service easement to the same or substantially the same condition as it was before such work, all at the permittee's or responsible person's cost, after serving any notice required by this chapter.

B. Upon determining to restore a public right-of-way or public service easement, the administrator will cause written notice of such determination to be served on the permittee or other responsible person. In addition to setting forth the administrator's decision to perform such work, the notice will include the reasons for restoration and state that the work will be performed at permittee's cost. Unless the work is needed protect public health, safety, or property, the notice will also allow the

permittee to immediately undertake restoration work at the permittee's sole cost and expense, provided the work is completed by the permittee within a reasonable time as determined by the administrator and set forth in the notice.

C. Unless the permittee or other responsible person accomplishes the restoration work themselves, any permittee or other responsible person who caused the condition that requires restoration work will, upon the restoration work being complete, be liable to the city for the full cost thereof. In addition, where a surety bond or other security was provided to the city as a condition of a permit authorizing construction or excavation work within a public right-of-way or public service easement, such surety or other security will be liable to the city for the cost of such work to the full amount of the surety bond or other security.

13.12.220. Right of Administrative Review.

A. Except as otherwise provided, an applicant may request administrative review of the administrator's decision pursuant to this Chapter.

B. Except as otherwise provided, a request for review must be commenced within five days from the date on which written notice of the administrator's decision is served on the applicant/permittee.

C. If a request is untimely, the administrator may, nevertheless, extend the time for commencing such review for good cause shown.

D. A request for administrative review will be on a form provided by the administrator and contain the following information:

1. The name, address and telephone number of the person making the request;

2. A description of the decision, determination or order which is the subject of the review, and the date such decision, determination or order was made or issued;

3. A brief description of all grounds for making the request; and

4. Such other information as may be required by the administrator.

E. Upon request for administrative review being filed, the administrator will promptly provide a copy of the notice to the city manager.

F. Upon receiving a request for review from the administrator, the city manager will review the request and, within 10 business days of receiving

the request notice, provide the appellant with a written notification that:

1. The administrator's decision is affirmed;

2. The administrator's decision is modified;

3. The administrator's decision is reversed and a permit is issued or issued without special conditions.

G. The city manager may, but is not required to, conduct a hearing at a time and place mutually agreeable to the parties. If the parties cannot agree on the time or place, then it will be held the next business day at 4:00 P.M. at the city manager's office.

H. In addition to other provisions of this chapter, any notification to the requestor must set forth any modifications of the administrator's decision.

I. The city manager's decision is final. An applicant does not have any right to appeal that decision to the city council."

SECTION 3: ***Environmental Assessment.*** This Ordinance was reviewed pursuant to CEQA. Adopting this Ordinance is exempt from further environmental review because it establishes rules and procedures for operation of existing facilities; minor temporary use of land; minor alterations in land use; new construction of small structures; and minor structures accessory to existing commercial facilities. The Ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines §§ 15301; 15303, 15304(e); 15305; and 15311. Further, the adopting the ordinance is also exempt from review under CEQA pursuant to CEQA Guidelines § 15061(b)(3) because the ordinance is for general policies and procedure-making. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment. Individual projects utilizing these regulations will each be separately subject to an environmental assessment. Finally, this Ordinance is exempt from further review pursuant to CEQA Guidelines § 15269(a) because the protection of public and private property is necessary to maintain service essential to the public, health and welfare.

SECTION 4: ***Construction***. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 5: ***Enforceability***. Repeal of any provision of the MPMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 6: ***Validity of Previous Code Sections***. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the MPMC or other city ordinance by this Ordinance will be rendered void and cause such previous MPMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 7: ***Reliance on Record*****.** Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 8: ***Limitations***. The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are limitations on the City's ability to solve what are in effect regional, state, and National problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 9: ***Summaries of Information.*** All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 10: ***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: ***Recording***. The City Clerk, or her duly appointed deputy, 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 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 12: ***Electronic Signatures***. This Ordinance 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 13: ***Execution***. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Ordinance signifying its adoption by the City Council of the City of Monterey Park, and the City Clerk, or duly appointed deputy, is directed to attest

thereto.

SECTION 14: ***Effective Date***. This Ordinance becomes effective on the 30th day following its passage and adoption.

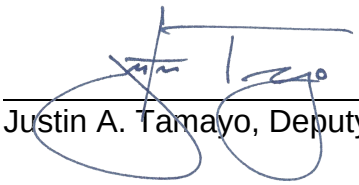
PASSED AND ADOPTED this ____ day of _____ , 2023.

_____
Jose Sanchez, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:
KARL H. BERGER, CITY ATTORNEY



_____
Justin A. Tamayo, Deputy City Attorney

ATTACHMENT 1

GENERAL CONDITIONS OF APPROVAL

ENCROACHMENT PERMIT

1. Permittee must schedule a pre-job construction meeting, at the job site, with the Administrator at least one week before the start of work.

2. Before starting work, the Permittee must notify the Administrator not less than 48 hours before the initial start of work. When work has been interrupted for more than five working days, 24-hour notification is required before restarting work.

3. All property owners and occupants affected by this project must be notified in writing at least 72 hours in advance of any work. Letters must be approved by the Administrator before distribution.

4. "No Parking" signs must restrict parking one hour before the start of the regular working hours until the end of the regular working day. Signs must be posted 72 hours in advance and must indicate day, date and time of construction and name of permittee.

5. A construction schedule, which must include the maximum length of time, must be provided by the Permittee and be approved by the Administrator before commencing work.

6. Inspection will be performed by the Administrator. Normal business hours for Public Works Inspection are 7:30 a.m. to 4:00 p.m., Monday through Thursday. Permittee will be billed at the rate established by the master fee schedule that has been adopted by the City Council at the time of inspection.

7. Unless allowed by the Permit, overnight storage of equipment or materials will not be allowed in the public right-of-way without prior approval from the Public is prohibited. If approved, equipment and material will be barricaded each night in accordance with the approved traffic plan.

8. The Permittee must obtain subgrade and form inspection and approval before ordering or pouring concrete or asphalt.

9. Sewers and other pipelines must be inspected by the Administrator and approved before backfilled and the backfill must be compacted to at least 90% relative density.

10. Permittee must notify Underground Service Alert two working days before excavating. (800) 422-4133.

11. All Asphalt Concrete ("A.C.") repairs must consists of base paved sections one inch thicker than the existing A.C. section with the same thickness base coarse.

    a. Restoration finish methods for all vertical street excavations will be done with a two inch grind and cap application not less than 10 feet from edge of gutter plate and not less than full lane width for cuts exceeding 10 feet Page from edge of gutter plate. The restoration limits parallel to curb and gutter must be no less than 10 feet in length and extend no less than one foot outside of all vertical cuts or the width required to repair damaged pavement.

    b. A.C. repairs made to streets which have been overlaid with asphalt rubber hot mix must be done with asphalt rubber hot mix.

    c. A.C. repairs within 100 feet of any major boulevard intersection must be ground and capped the full width of the boulevard at two inches in depth, one foot beyond the furthest vertical trenched edge up to the prolongation of the intersecting boulevard.

    d. All street markings must be replaced in like-kind properties.

12. Saw cut all A.C. in a straight line parallel with curb at the outermost limits of excavation. In accordance with best management practices in accordance with the current National Pollution Discharge Elimination System (“NPDES”) permitting requirements, Permittee must collect and properly dispose of all residue and water from project sawing operations. Furthermore, under no circumstances may Permittee allow run-off to enter the storm drain system.

13. Any driveway apron cut during construction must be completely reconstructed in its entirety, unless otherwise approved by the Administrator. Permittee must maintain access to affected properties during construction. In the event access cannot be maintained, Permittee must contact property occupant at least 72 hours before excavation and coordinate the work.

14. The Spandrel area of all cross gutters must be completely reconstructed whenever any cut is made in it.

15. Whenever any curb and gutter crossing measures In excess of three feet in width, adjacent curb and gutter must be removed and reconstructed. All cold joints in curb and gutter must be separated by a distance of not less than 10 feet.

    a. All curb and gutter crossings must be backfilled with one sack slurry.

16. Sidewalks must be saw cut to the nearest score line and in no case must a panel be left with any side measuring less than four feet. Any concrete panel cut parallel with curb must be completely reconstructed.

17. Repair any damaged sprinklers and turf areas within 24 hours.

18. Trenches must not be left open overnight. All work must be backfilled or plated by the end of each workday.

    a. Plates utilized on Arterial roadways must be recessed, NO EXCEPTIONS.

    b. Plates must not be stored within the public ROW over night, also NO EXCEPTIONS.

19. Unless plated, temporary cuts must be compacted and graded smooth by the end of each day. A minimum of two inches temporary A.C. (cold mix) must be placed on compacted fill to bring temporary cut to final grade.

20. Traffic control must comply with the California Manual on Uniform Traffic Control Devises ("CA MUTCD"), California Temporary Traffic Control Handbook ("CATTCH"), or the Work Area Traffic Control Handbook ("WATCH").

21. Backfill may be native material when approved by the City Public Works Inspector, and shown to be no less than 95-percent compacted before placement of finished material.

    a. All compaction tests must be done by a laboratory approved by the Public Works Director, or designee. Locations must be determined by the City Public Works Inspector (90-percent compaction is required for the subgrade, 95-percent compaction is required for the base grade).

22. All construction work and traffic must be maintained on the proper side of centerline on all streets. On all residential streets Permittee - must maintain a minimum of one, 10 foot, lane in each direction at all times and must maintain two, 10 foot, lanes in each direction at all times on all major streets, unless approved by the Permit. No lane closures on arterial streets before 9:00 a.m. or after 3:30 p.m.

23. Permittee must field check all manhole locations, both for possible conflicts with existing Underground facilities and to ensure minimal impediment to vehicular traffic flow when vault is accessed.

24. Permittee is responsible for restoring any survey monuments which may have been disturbed as a result of this project. It is the responsibility of the permittee to obtain a licensed surveyor before start of work to preserve survey monuments in the work area.

25. Permittee is responsible for restoring all pavement markings and traffic striping through the entire length of the project to match existing conditions.

26. Permittee is responsible for repairs to any damaged traffic control devices, loop detectors or similar devices for the duration of work.

CITY OF MONTEREY PARK
ENCROACHMENT PERMIT

Permit #:

Location:

Permit Issued To: **Contact Person:**

Expires:

Pursuant to Monterey Park Municipal Code ("MPMC") Chapter 13.12, governing work or encroachment into public right of ways, the City of Monterey Park ("City") grants permission to the Permittee listed above, to encroach into public property at the place and time specified above. In addition to the general terms and conditions contained in the MPMC, the use is subject to the following additional limitations:

1. **DESCRIPTION**. _____

2. **UNOBSTRUCTED ACCESS**. Permittee must allow all property owners, pedestrians, and vehicles unobstructed access to businesses, residences, and public property at all times. City's representatives may right to enter upon the right-of-way upon which the Improvements are located at any time for any purpose. Permittee waives any and all claims for damages to any improvements or the business associated incurred as the result of City's use of its public property.

3. **REIMBURSEMENT FOR DAMAGES**. Permittee must reimburse City for any damages inflicted on City-owned facilities by Permittee.

4. **GENERAL CONDITIONS/SPECIAL CONDITIONS**. The General Conditions and any Special Conditions attached as Exhibit A to this Permit are incorporated by reference. Permittee must comply with all such conditions.

5. **REMOVAL OF IMPROVEMENTS**. Permittee must remove the Improvements at Permittee's expense upon 30 days written notice from City. Should Permittee fail to timely remove the Improvements on such notice, Permittee will pay any costs incurred by City in removing the Improvements.

6. **NON-TRANSFERABLE**. This Permit is not transferable or assignable. Any attempt to transfer the Permit will immediately terminate the Permit.

7. **COMPLIANCE WITH LAW.** Permittee must perform all work in accordance with City policies, standards and ordinances and obtain all applicable permits needed for construction of the Improvements.

8. **UNOBSTRUCTED AREA**. A minimum five feet (5') of unobstructed sidewalk area must be maintained for public pedestrian use.

9. **LITTER-FREE**. Permittee must keep the area of encroachment clean and free of trash, litter, and other refuse at all times.

10. **INDEMNIFICATION**. Permittee agrees to indemnify and hold City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from Permittee's encroachment, except for such loss or damage arising from the City's sole negligence or willful misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Permittee's encroachment, the Permittee agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section, "the City" includes the City of Monterey Park elected officials, appointed officials, officers, and employees.
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11. **INSURANCE**.

A. At all times this Permit is effective, Permittee will procure and maintain commercial general liability insurance with a coverage limit of $2,000,000.

B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form unless City's Risk Manager determines that ISO-CGL Form No. CG 00 01 11 85 or 88 is required. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

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

12. **ENFORCEMENT**. Should City determine it necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the Permittee will be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless City should otherwise agree with applicant to waive said fees or any part thereof. The foregoing will not apply if the Permittee prevails on every issue in the enforcement proceeding. In such event, Permittee may not recover an amount exceeding City's own legal costs.

13. **SIGNATURE REQUIRED**. Permittee, or its representative, must sign and return this original permit to the City of Monterey Park within five business days from receiving this permit. Failure to do so will be deemed a withdrawal of the Permittee's application.

By issuing this permit, the City of Monterey Park does not assume responsibility of liability for claims, damages, or injuries, of whatever nature, which may arise from this work.

Dated this __ day of ____, 20___.

By: _____
_____

I, _____ the applicant for the encroachments described above, do hereby acknowledge that I have read the terms and conditions of this permit; that the terms and conditions are acceptable and agree to abide by, comply with, and accept full and complete responsibility therefore.

Dated this __ day of _____, 20___.

By: _____