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
June 7, 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.

LAND ACKNOWLEDGMENT

We would like to acknowledge that the land we inhabit today was once known as Tovangaar, the home of the Gabrieleño-Tongva people. We show our respect to the Gabrieleño-Tongva people, as well as all Indigenous people, past, present, and future, and honor their labor as original caretakers of this land. We commit to uplifting the Gabrieleño-Tongva people, invite you to acknowledge the history, and join us in caring for this land.

GENERAL INFORMATION

Documents related to an Agenda item are available to the public in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours and the City's website at http://www.montereypark.ca.gov/AgendaCenter/City-Council-17.

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

PUBLIC PARTICIPATION

You may speak up to 5 minutes on Agenda item. You may combine up to 2 minutes of time with another person's speaking. No person may speak more than a total of 10 minutes. The Mayor and City Council may change the amount of time allowed for speakers. Written Communication will be accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov.

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

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS:

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

STAFF COMMUNICATIONS:

- Library

[1.] NEW BUSINESS

1-A. GEORGE ELDER MEMORIAL DAY

It is recommended that the City Council consider:

(1) Adopting a Resolution declaring the day of June 9th to be George Elder Memorial Day in the City of Monterey Park.

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

[2.] OLD BUSINESS – None.

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

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

3-A. MINUTES

It is recommended that the City Council consider:

(1) Approving the minutes from the regular meeting of April 19, 2023; and

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

3-B. AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE NATELSON GROUP CONSULTING FIRM TO ASSIST THE CITY IN UPDATING ITS 2010 ECONOMIC DEVELOPMENT STRATEGIC PLAN AND TO CARRY OVER ARPA FUNDS OF $81,620 FROM FY2022-23 TO FY2023-24 TO FUND THE PROJECT

It is recommended that the City Council consider:

(1) Authorizing the City Manager to enter into a professional services agreement, in the amount of $81,620, with The Natelson Dale Group, Inc., in a form approved by the City Attorney, to assist the City in updating its 2010 Economic Development Strategic Plan; and

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

3-C. TREE SPECIES SELECTIONS FOR ONGOING SIDEWALK IMPROVEMENTS

It is recommended that the City Council consider:

(1) Approving the tree species listed in Exhibit A to be included in all applicable Public Works sidewalk hazard removal and replacement projects; and

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

3-D. EDISON TRAILS PARK PLAYGROUND REPLACEMENT PROJECT – AWARD OF CONTRACT

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with R.E. Schultz Construction, Inc in the amount of $207,272 for Edison Trails Park Playground Replacement Project, Specification No. 2023-003;

(2) Authorizing the Director of Public Works to approve change orders and contingency up to $20,727 or 10% of the contract amount;

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

CEQA (California Environmental Quality Act):

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

3-E. CIP 96039 SIDEWALK REPAIR PROJECT– AWARD OF CONTRACT

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with CT&T Concrete Paving, Inc., in the amount of $1,571,233 for the Capital Improvement Project (CIP) No. 96039 Sidewalk Repair Project, Specification No. 2022-011.

(2) Authorizing the Director of Public Works to approve change orders and contingency up to $157,123 or 10% of the contract amount;

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

CEQA (California Environmental Quality Act):

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

3-F. RESOLUTION IDENTIFYING A PUBLIC WORKS STREET MAINTENANCE PROJECT TO BE INCLUDED IN THE FY 2023-24 BUDGET AND FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

It is recommended that the City Council consider:

(1) Adopting a resolution identifying a street maintenance project to be included in the FY 2023-24 budget and funded with Road Maintenance and Rehabilitation Act (RMRA) funds, in a form approved by the City Attorney; and

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

3-G. PURCHASE OF PARTS AND MATERIALS FOR PIPELINES

It is recommended that the City Council consider:

(1) Awarding three-year contracts to five vendors: Core & Main, LP, S & J Supply Co., Inc., SoCal Compton Pipe Supply, United Water Works and Western Water Works Supply Co., in a form approved by the City Attorney, for a combined total not to exceed $500,000, annually, for the purchase of pipe supplies and related parts for the Water Division; and

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

3-H. 2022-23 STREET REHABILITATION AT VARIOUS LOCATIONS PROJECT – AWARD OF CONTRACT

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with All American Asphalt of Corona, CA in the contract amount of $6,865,699 for the 2022-23 Street Rehabilitation at Various Locations Project;

(2) Authorizing the Director of Public Works to approve change orders and contingency up to $1,029,855, or 15% of the contract amount for a total project cost of $7,895,554;

(3) Accepting and appropriating anticipated reimbursement from the City of Rosemead in the amount of $152,095 for costs related to their portion of work on New Avenue to the Capital Improvement Project No. 96031 budget; and

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

CEQA (California Environmental Quality Act):

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

3-I. NOTICE OF COMPLETION – VARIOUS CAPITAL IMPROVEMENT PROJECTS

It is recommended that the City Council consider:

(1) Receiving and filing the Notice of Completion recorded by the Public Works Director on April 27, 2023 accepting the 2022 Residential Street Rehabilitation Specification No. 2022-008 completed by All American Asphalt, Inc.;

(2) Receiving and filing the Notice of Completion recorded by the Public Works Director on April 27, 2023 accepting the Emerson Avenue Sewer System CIPP Lining and Point Repair Improvements Specification No. 2022-007 completed by Sancon Technologies, Inc.

(3) Receiving and filing the Notice of Completion recorded by the Public Works Director on May 3, 2023 accepting the Sierra Vista Court Resurfacing project completed by Trueline Construction and Surfacing Inc;

(4) Receiving and filing the Notice of Completion recorded by the Public Works Director on May 11, 2023 accepting the Citywide CCTV Camera Specification No. 2022-001 completed by Endeavor Advanced Solutions; and

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

[4.] PUBLIC HEARING

4-A. ADOPTION OF A RESOLUTION ADDING NEW USER FEES AND CHARGES RELATING TO POTABLE WATER SERVICES INCLUDING, WITHOUT LIMITATION, RECONNECTION FEES FOR PREVIOUSLY DISCONNECTED WATER SERVICE

It is recommended that the City Council consider:

(1) Opening a public hearing to receive public testimony;

(2) Adopting a Resolution to add new user fees and charges regarding potable water service including, without limitation, reconnection fees; and

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

4-B. THE CITY IS REQUIRED TO CONDUCT A PUBLIC HEARING TO CONSIDER ASSESSMENTS FOR THE CITYWIDE MAINTENANCE DISTRICT NO. 93-1 FOR FISCAL YEAR 2023-24 PURSUANT TO STREETS AND HIGHWAYS CODE §§ 22500, *ET SEQ.*

It is recommended that the City Council consider:

(1) Opening the public hearing and receive documentary and testimonial evidence;

(2) Closing the public hearing and adopt a Resolution authorizing the Levy and Collection of Assessments for Fiscal Year 2023-24 in Citywide Maintenance District No. 93-1 pursuant to Streets and Highways Code § 22587; and

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

CEQA (California Environmental Quality Act):

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

4-C. A CONTINUED PUBLIC HEARING TO CONSIDER INTRODUCTION AND FIRST READING OF ZONING CODE AMENDMENT NO. 23-01(ZCA-23-01), AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE, CHAPTER 21.18, ENTITLED "AFFORDABLE HOUSING INCENTIVES – DENSITY BONUS" TO IMPLEMENT THE MONTEREY PARK HOUSING ELEMENT

It is recommended that the City Council consider:

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

(2) After closing the public hearing and considering the evidence submitted during that public hearing, introduce and waive first reading of Ordinance No. _____ amending Chapter 21.18 (Affordable Housing Incentives – Density Bonus) to Monterey Park Municipal Code Title 21 (Zoning) to implement the Monterey Park Housing Element; and

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

CEQA (California Environmental Quality Act):

The proposed Ordinance is exempt from additional environmental review under the California Environmental Quality Act ("California Public Resources Code §§ 21000, *et seq*., "CEQA") and its implementing guidelines (14 California Code of Regulations §§ 15000, *et seq*.; "CEQA Guidelines") for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines § 15060(c)(2)); (2) there is no possibility that the Ordinance itself may have a significant effect on the environment (CEQA Guidelines § 15061(b)(3)); and (3) the Ordinance, by itself, does not constitute a "project" as defined in the CEQA Guidelines (CEQA Guidelines § 15378). The Ordinance is for general policies and procedure-making; any project governed by the proposed Ordinance would receive a separate environmental evaluation and review. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

4-D. A CONTINUED PUBLIC HEARING TO CONSIDER INTRODUCTION AND FIRST READING OF ZONING CODE AMENDMENT NO. 22-01 (ZCA-22-01), AN ORDINANCE ADDING THE MONTEREY PARK MUNICIPAL CODE, CHAPTER 21.19, ENTITLED "INCLUSIONARY HOUSING" TO IMPLEMENT THE MONTEREY PARK HOUSING ELEMENT.

It is recommended that the City Council consider:

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

(2) After closing the public hearing and considering the evidence submitted during that public hearing to introduce and waive first reading of Ordinance No. _____ adding Chapter 21.19 (Inclusionary Housing) to the Monterey Park Municipal Code to implement the Monterey Park Housing Element; and

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

CEQA (California Environmental Quality Act):

Pursuant to the California Environmental Quality Act (Public Resources Code § 21000, *et seq*.; "CEQA") and its implementing regulations (14 Cal. Code of Regs. § 15000, *et seq*.; the "CEQA Guidelines"), the proposed Ordinance and Resolution (ZCA 22-01) are exempt from further CEQA review for the following reasons: (1) they will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines § 15060(c)(2)); (2) there is no possibility that the Ordinance may have a significant effect on the environment because any potential, future, housing projects would undergo separate environmental review (CEQA Guidelines § 15061(b)(3)); and (3) the Ordinance and Resolution, by themselves, do not constitute a "project" as defined in the CEQA Guidelines because they involve a policy action that is legislative implementing affordable housing policy and affects prospective future housing development to comply with Housing Element Program 15 (CEQA Guidelines § 15378).

4-E. A PUBLIC HEARING TO CONSIDER THE FOLLOWING: 1) ZONING CODE AMENDMENT (ZCA-23-03) TO ADOPT THE MARKET PLACE SPECIFIC PLAN (SP-23-01); 2) ZONE CHANGE (ZA-23-01) 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-23-01) 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 2000-5500 MARKET PLACE DRIVE, ALSO IDENTIFIED BY ASSESSOR'S PARCEL NUMBERS 5275-003-024, 025, 027, 029, 030, 031, 037, AND 038.

It is recommended that the City Council consider:

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

(2) After closing the public hearing and considering the evidence submitted during that public hearing:

a. Introducing and waiving first reading of an Ordinance implementing a Zone Change (ZA-23-01) 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-23-01) for the subject property (Exhibit C); and

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

CEQA (California Environmental Quality Act):

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

[5.] CITY COMMUNICATIONS (CITY COUNCIL)

[6.] FUTURE AGENDA ITEMS

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

ADJOURN

City Council Staff Report

DATE: June 7, 2023

AGENDA ITEM NO: New Business - 1A

TO: The Honorable Mayor and City Council

FROM: Scott Wiese, Chief of Police

SUBJECT: George Elder Memorial Day

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution declaring the day of June 9th to be George Elder Memorial Day in the City of Monterey Park.
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Monterey Park Police Department is celebrating the day of June 9th, as George Elder Memorial Day. This day is celebrated annually and honors Officer George Elder. Officer George Elder was only twenty-nine years old when he was shot and killed in the line of duty. Officer George Elder was in an exchange of gunfire while attempting to apprehend suspects who had just robbed a grocery store in Monterey Park. George Elder was transported to the hospital where he was pronounced dead. Three suspects were eventually convicted of first-degree murder. Officer George Elder was survived by his wife and three children. We are enlisting your support in the form of a resolution to honor Officer George Elder who was murdered protecting the residents of Monterey Park.

BACKGROUND:

The Monterey Park Police Department has dedicated a memorial plaque located at Elder Park to honor Officer George Elder who was shot and killed on June 9, 1961. We are confident you will stand behind Officer George Elder and the ultimate sacrifice he did to ensure the safety of Monterey Park residents.

Respectfully submitted by:

Scott Wiese
Chief of Police

Prepared by:

Arlene Chaidez
Sergeant

Approved by:

Ron Bow
City Manager

ATTACHMENT:

1. Resolution

ATTACHMENT 1
George Elder Memorial Day Resolution

RESOLUTION NO.

A RESOLUTION of the City Council of the City of Monterey Park, California declaring June 9th, 2023 George Elder Memorial Day in Monterey Park

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

SECTION 1: The City Council finds as follows:

A. The Monterey Park Police Department is celebrating Officer George Elder Memorial Day on Friday June 9th, 2023, sponsored by the Monterey Park Police Officers' Association and the Monterey Park Police Officers' Mid-Management Association. This day is celebrated annually and honors the life and death of Officer George Elder.

B. Officer George Elder was shot and killed in the line of duty on June 9, 1961. Officer George Elder was murdered protecting the residents of Monterey Park

C. It is important to recognize the service and ultimate sacrifice of Officer George Elder which will be honored on June 9th.

D. The Monterey Park Police Department recognizes and celebrates Officer George Elder's on duty death. We are confident you will stand behind the commitment and devotion Officer George Elder provided to ensure the safety and security of Monterey Park residents.

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

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

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

PASSED AND ADOPTED this ___ day of _____, 2023.

_____
Jose Sanchez, Mayor

Attest:

_____
Maychelle Yee, City Clerk

City Council Staff Report

DATE: June 7, 2023

AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council

FROM: Maychelle Yee, City Clerk

SUBJECT: Minutes

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the minutes from the regular meeting of April 19, 2023; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

Maychelle Yee
City Clerk

Prepared by:

Helena Cho
Assistant Deputy City Clerk

Approved By:

Ron Bow
City Manager

ATTACHMENT(S):

1. Draft Minutes

ATTACHMENT 1
Draft Minutes

MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
REGULAR MEETING
APRIL 19, 2023

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, April 19, 2023 at 6:30 p.m.

CALL TO ORDER:
Mayor Sanchez called the meeting to order at 6:31 p.m.

FLAG SALUTE:
The Police Explorers called the flag salute.

ROLL CALL:
City Clerk Maychelle Yee called the roll:

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

ALSO PRESENT: City Attorney Karl Berger, City Treasurer Amy Lee, Assistant City Manager Inez Alvarez, Police Chief Scott Wiese, Fire Chief Matt Hallock, City Librarian Diana Garcia, Director of Public Works Shawn Igoe, Director of Recreation and Community Services Robert Aguirre, Director of Finance Martha Garcia, Community Development Director Jessica Serrano, Director of Human Resources and Risk Manager Christine Tomikawa, Economic Project Manager Joseph Torres, Fire Engineer David Goetz, Finance Manager Laura Borjon, Senior Planner Beth Chow, Deputy City Clerk Cindy Trang, Assistant Deputy City Clerk Helena Cho

VIRTUALLY PRESENT: Paul Talbot of Talbot Consulting Group representing M&M Realty (dba Monterey Park Retail Partners, LLC), owners of Monterey Park Market Place.

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

PUBLIC COMMUNICATIONS

- Nai Cong Lou said he was a survivor of the Star Dance shooting that occurred in January. He alleged that although funds were disseminated, there were approximately 50 individuals who did not receive any funding because they were classified as witnesses and not as survivors of the incident. He requested the City Council to assist with the process of providing funding for those individuals.

- Nancy Acuri questioned what legal rights elected officials in Sacramento have to demand the citizens to declare their income for determining rates for utility services.

- Sarkis Antonian, concurred with the previous speaker and expressed concerns with electric vehicles and gas stoves.

- Leticia Aceves expressed concerns with repaving of alleyways and requested the City Council to fix and maintain all the alleys on a regular schedule.

- Cindy Yee spoke of the success of the Cherrey Blossom festival. She expressed concerns regarding the submittal deadline of written communications for city council meetings. She spoke of the traffic flow and the issues with the entrances and exits to the Market Place for Item No. 3I. She talked about redeveloping the corner of Atlantic and Garvey by inventing attractive retail outlets and quality shopping and dining.

- Kailia Garfield, on behalf of Alhambra Young Democrats, invited the community to Earth Day Thrift Sale on April 22, 2023. She said a portion of the proceeds will go towards organizations working to advance sustainability and protect the environment.

- Maychelle Yee, resident, spoke of bad behavior and the City's Code of Conduct.

- Eric Chen gave his time to William Yen.

- William Yen said he is an employee of the Los Angeles County Asian Employee Association. He spoke in support of Paster Eric Chen in his effort with Monterey Park "tragic shooting" incident. He encouraged the City Council to partner with his organization to provide assistance.

- Dora Leung, on behalf of the Greater Monterey Park Chamber of Commerce, invited the community to the Cars & Pies event on April 23. She also said she is being honored by Congresswoman Judy Chu as the recipient of the 2023 Congressional Woman of the Year for Monterey Park on May 6.

STAFF COMMUNICATIONS

- Economic Development: Economic Development Manager Torres presented a PowerPoint presentation on Economic Injury Disaster Loans (EIDL) and encouraged the business community to take advantage of this opportunity.

- Fire Department: Fire Engineer Gotz talked about the Community Preparedness Clinic scheduled for April 22 and invited residents to attend the event.

- Recreation and Community Services Department: Director of Recreation and Community Service Aguirre talked about the success of the 23rd Annual Cherry Bloom festival and thanked staff, the organizer, the Cherry Blossom Planning Committee, and the residents. He recited the ribbon cutting event at the Sierra Vista courts on April 18, and invited the residents to attend the Cinco de Mayo event on May 11 at Barnes Park, in conjunction with the Farmers Market, and the Play Day Birthday Carnival event on May 11- May 14. City Librarian Garcia shared the Read & Ride program sponsored by the library where children read books to earn free tickets to use at the carnival.

1. PRESENTATION

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

1-A. MONTEREY PARK COMMUNITY HEALING FUND UPDATE

City Treasurer Lee, Fund Administrator for the Monterey Park Community Healing Fund, reported that the committee members were at the Cherry Blossom festival with the wishing tree. She talked about the creation of the community webpage and said the goal of the Healing Fund is education, prevention and community engagement with the fund balance of approximately $54,000. She spoke of outreach efforts including the monthly dance at Langley and an upcoming seminar regarding laws in place that can prevent mass shooting.

Public Comments:

- Eric Chen, Pastor and representing the Monterey Park Shooting Support and Advocacy Group, spoke of the challenges the victims are experiencing in receiving funds. He shared that many of the relief efforts have been dedicated to the families of the deceased or the physically injured, however, he pointed out that the traumatized victims were neglected. He encouraged the City Council to work with the organization to aid the community.

- Chunyu Qi (Amy), translated by Pastor Chen, said she is one of the victims, and that she has nightmares since the incident. She said she hopes that as the community gathers to share their stories, that they continue toward the journey of healing.

- Cindy Wu said she is an active participant with Pastor Chen. She said that many of victims experience post-traumatic stress disorder and commented on the efforts of the Community Healing Fund to allow monthly meetings for individuals to gather and share their experience.

- William Yen suggested that in the future, agencies should decide on a central authority for the GoFundMe and to seek ways to take advantage of County's resources.

- Jason Jem suggested the creation of a leader as the spokesperson for disbursement of the funds.

2. OLD BUSINESS

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

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

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.

Action Taken: The City Council received and filed the staff report summarizing the status of emergency repairs of the Monterey Pass Road water line.

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

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

3. CONSENT CALENDAR ITEMS 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.

Action Taken: The City Council approved and adopted Agenda Item Nos. 3A, 3F, 3J, and 3K on Consent Calendar, excluding Item Nos. 3B, 3C, 3D, 3E, 3G, 3H, 3I and 3L which were pulled for discussion, separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof. Mayor Pro Tem Wong recused himself and left the dais due to a potential conflict of interest for Item No. 3I as his employer, Southern California Edison, owns property adjacent to the project site.

Motion: Moved by Council Member Lo and seconded by Council Member Yiu, motion carried by the following vote:

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

3-A. MONTHLY INVESTMENT REPORT – MARCH 2023

As of March 31, 2023 invested funds for the City of Monterey Park is $76,629,652.39.

Action Taken: The City Council received and filed the monthly investment report, on Consent Calendar.

3-B. PROFESSIONAL MUNICIPAL CLERKS WEEK RESOLUTION

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 support to the Council, departmental staff, other agencies, and residents of Monterey Park.

This item was heard after Item No. 3I.

Action Taken: The City Council adopted Resolution No. 2023-R25 declaring the week of April 30 – May 6, 2023 as Professional Municipal Clerks Week in Monterey Park.

Resolution No. 2023-R25
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

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

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

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"

"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.

Action Taken: The City Council adopted Resolution No. 2023-R26 declaring Wednesday, April 26, 2023 as "Denim Day Monterey Park".

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

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

Resolution No. 2023-R26
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

3-D. NATIONAL CRIME VICTIMS' RIGHTS WEEK RESOLUTION

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.

Action Taken: The City Council adopted Resolution No. 2023-R27 declaring the week of April 23 through 29, 2023 to be National Crime Victims' Rights Week in the City of Monterey Park.

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

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

Resolution No. 2023-R27
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

3-E. 2023 NATIONAL LIBRARY WEEK RESOLUTION

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.

Action Taken: The City Council adopted Resolution No.2023-R28 declaring the week of April 23- 29, 2023 to be National Library Week in Monterey Park.

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

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

Resolution No. 2023-R28
A RESOLUTION DECLARING APRIL 23 – APRIL 29, 2023 AS NATIONAL LIBRARY WEEK

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

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.

Action Taken: The City Council received and filed the report and continued to extend the existence of an employment emergency for the City of Monterey Park and authorized the City Manager to take all practical actions needed to implement the efficient recruitment and retention of persons for employment, on Consent Calendar.

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

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.

Action Taken: The City Council adopted Resolution No. 2023-R29 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.

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

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

Resolution No. 2023-R29
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

3-H. TREE MEMORIAL PROGRAM RECOMMENDATION FOR 2023

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 to the staff report).

The Committee reviewed the nominee's application. After reviewing the information provided on the nomination application for Victoria Chavez-Calderon (Attachment B to the staff report), 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.

Action Taken: The City Council approved honoring Victoria Chavez-Calderon with a memorial tree.

Motion: Moved by Mayor Sanchez and seconded by Council Member Lo, motion carried by the following vote:

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

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

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.

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.

This item was heard after approval of Consent Calendar Item Nos. 3A-3L, excluding items pulled for separate discussion and motion.

Public Comment:

- Kailia Garfield gave her time to Maychelle Yee.

- Maychelle Yee, resident, said that planning matters should be reviewed by the Planning Commissioners. She expressed concerns regarding the traffic flow, ingress/egress, proposed used of the site and parking issues. She asked if the approval of the specific plan be approved, are future projects automatically pre-approved. She requested that projects go before the Planning Commission for review and recommendations.

- Paul Talbot of Talbot Consulting Group representing M&M Realty (dba Monterey Park Retail Partners, LLC), owners of Monterey Park Market Place, was available for questions.

Discussion: City Attorney Berger clarified that the municipal code provides that the City Council acts as the Planning Agency for items relating to development agreements or zone changes. He mentioned that there is a due process issue and urged the City Council to continue the matter to the next meeting to reopen the public hearing and to address any concerns. Council Member Lo inquired about deferring this item to the Planning Commission for their review and talked about possible use of the proposed site. Mayor Sanchez would like to further discuss options for use of the proposed site.

Action Taken: Mayor Pro Tem Wong did not participate on Agenda Item No. 3I due to a potential conflict of interest as his employer, Southern California Edison own property adjacent to the project site and left the dais. The City Council waived the second reading and adopted the ordinances.

Motion: Moved by Council Member Ngo and seconded by Council Member Yiu, motion carried by the following vote:

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

Motion Retake (due to an error in casting the vote): Motion failed by the following vote:

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

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

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.

Action Taken: The City Council rejected all submitted bids for Capital Improvement Project (CIP) No. 96039 – Sidewalk Repair Project, on Consent Calendar.

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

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 required T4 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.

Action Taken: The City Council authorized the City Manager to execute an Amendment to Agreement 1932-A1 with 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; and appropriated $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), on Consent Calendar.

3-L. FREE SPIRIT BUS RIDES FOR EARTH DAY

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.

Action Taken: The City Council waived Spirit Bus fare for riders on Friday, April 21, 2023 in celebration of Earth Day, on Consent Calendar.

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

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

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

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.

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.

Action Taken: The City Council introduced and waived 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.

Motion: Moved by Mayor Sanchez and seconded by Council Member Ngo, motion carried by the following vote:

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

Ordinance – 1st Reading
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

6. CITY COMMUNICATIONS (CITY COUNCIL)

Council Member Lo reported his attendance at the grand opening of Kokoro restaurant, Cherry Blossom Festival, Sierra Vista Park unveiling of the resurfacing of the basketball and pickleball courts Ribbon Cutting Ceremony, and the League of Cities Conference in Sacramento. He said he, as well as other council members, met with staff of Senator Durazo, who is the author of Senate Bill 710 (SB 710), to convey the City's concern to seek amendments to language that is amiable to the region.

Council Member Yiu stated she also attended the Sierra Vista Park Ribbon Cutting Ceremony, Cherry Blossom Festival, Herald Christian Walk-A-Thon and LA County Asian American Employee Association Retreat. She shared that she attended the League of Cities Conference and learned that a northern California city is using AI (artificial intelligent) real time translation service at council meetings and requested staff to explore that idea.

Council Member Ngo spoke of the lease signing between Chinatown Service Center and the Bruggemeyer library to provide mental health services at the library. He commented on his meeting with the staff of Senator Durazo, the Cherry Blossom Festival and the Sierra Vista Park Ribbon Cutting Ceremony.

Mayor Pro Tem Wong said he attended most of the events as mentioned by other council members. He shared that he also served on the Transportation Committee of Southern California Association of Governments (SCAG) and attended his first Transportation Committee meeting as well as the SCAG orientation. He reported his attendance at the League of Cities conference and meeting with Senator Durazo's staff. He requested staff to agendize SB 710 for a future meeting to discuss strategies and approaches as it moves through legislation. He thanked staff for putting together the Cherry Blosom Festival and is looking forward to Play Day and Cinco de Mayo.

Mayor Sanchez reported his attendance at some of the events mentioned. He talked about the commemoration of National Teen Driving Awareness at Alhambra High School. He said he met with City of Rosemead's Mayor Sean Dang to discuss collaborative efforts in mass shooting and is looking forward to meeting other mayors in the San Gabriel Valley. He directed staff to commemorate the National Gun Violence Awareness in June.

7. FUTURE AGENDA ITEMS – None.

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

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 9:43 p.m. in memory of Richard Chazira, a long-time resident and volunteer.

_____

Maychelle Yee
City Clerk

City Council Staff Report

DATE: June 7, 2023

AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council

FROM: Joseph Torres, Economic Development Manager

SUBJECT: Authorizing the City Manager to execute a professional services agreement with The Natelson Group consulting firm to assist the City in updating its 2010 Economic Development Strategic Plan and to carry over ARPA funds of $81,620 from FY2022-23 to FY2023-24 to fund the project

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to enter into a professional services agreement, in the amount of $81,620, with The Natelson Dale Group, Inc., in a form approved by the City Attorney, to assist the City in updating its 2010 Economic Development Strategic Plan; and
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

It is requested that the City Council authorize the City Manager to engage a consulting firm to assist the City in updating its 2010 Economic Development Strategic Plan. Monterey Park's economic landscape has rapidly evolved over the past decade and accelerated even more with the onset of the COVID-19 pandemic. Therefore, updating the City's Strategic Plan is crucial to ensure the City's continued economic growth, competitiveness, and resilience. The Natelson Dale Group was identified as having the knowledge, skills, and most favorable pricing structure to provide the City with an updated Plan that aligns with the City Council's current economic goals and positions Monterey Park for long-term growth and success.

BACKGROUND:

The City of Monterey Park's 2010 Economic Development Strategic Plan was last updated 13 years ago. However, the City's economic landscape rapidly evolved over the past decade and intensified even more with the COVID-19 pandemic. Since then, the City experienced significant changes in its economic landscape including industry trends, technological advancements, and demographic patterns. To ensure sustained growth, job creation, and an enhanced quality of life for residents, it is crucial that the Economic Development Strategic Plan remains relevant and aligned with the changing needs of the community. The benefit of engaging a qualified consultant to help update the City's plan includes the following:

Expertise and Specialized Knowledge: Working with a consultant specializing in economic development strategic planning brings a wealth of expertise to Monterey Park. These professionals deeply understand economic trends, industry analysis, market research, and best practices in economic development. In addition, the consultant will provide insights into emerging industries, innovative strategies, and successful case studies, allowing us to make informed decisions that maximize current and future economic potential.

Fresh Perspective: Engaging a consultant provides an external perspective for updating Monterey Park's economic development strategic plan. It brings objectivity to the process.

Rigorous Selection Process: To ensure transparency and fairness, the City staff conducted a Request for Proposals (RFP) using a rigorous qualifications-based selection process to identify the most suitable consulting firm for this project. The RFP solicited proposals from multiple consulting firms with economic development strategic planning expertise. The evaluation committee thoroughly reviewed and scored proposals based on experience, qualifications, demonstrated success in similar projects at comparable cities, approach to stakeholder engagement, and cost. As a result, the consulting firm selected, The Dale Natelson Group, emerged as the top candidate due to its extensive experience, proven track record, and competitive pricing.

Best Value for the City: The Natelson Dale Group was selected not only based on its expertise, but also with consideration for the most favorable price while ensuring high-quality deliverables. The firm has extensive experience working with cities in the Los Angeles and San Gabriel Valley area similar to Monterey Park, including a detailed 2019 market analysis for Monterey Park's General Plan update.

FISCAL IMPACT:

The cost for engaging The Natelson Dale Group to update the City's existing Economic Development Strategic Plan is $81,620.00. This cost includes their professional fees, data analysis, stakeholder engagement activities, plan development and implementation, and presentation of the final document. ARPA funds for this initiative are budgeted in FY2022-23. No additional funds are needed.

Respectfully prepared and submitted by:

Joseph Torres
Economic Development Manager

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

City Council Staff Report

DATE: June 7, 2023

AGENDA ITEM NO: Consent Calendar - 3C

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Tree Species Selections for Ongoing Sidewalk Improvements

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the tree species listed in Exhibit A to be included in all applicable Public Works sidewalk hazard removal and replacement projects; and
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

As part of the City exercising due diligence regarding continued sidewalk improvements along residential sidewalks and business corridors in the public right of way, nuisance trees causing infrastructure damage will be removed and replaced with less intrusive, functionally suitable, and aesthetically pleasing trees. Staff completed an analysis of tree species that will serve immediate needs and any subsequent required applications of removal and replacement. Formal presentations were made to the Environmental Commission and to Business District representatives within the past 60 days. These presentations yielded positive input, interest and anticipation for the project to begin.

BACKGROUND:

On August 4, 2021, City Council was presented with a program overview containing seven miles of City wide sidewalk survey data. This presentation identified and ranked needed sidewalk improvements in high density foot traffic areas. The Public Works Department identified the first phase of sidewalk project to be addressed. Many of these locations have sidewalks that are in need of repair due to mature (40-50+years) Ficus, Melaleuca, and Eucalyptus trees. Of the 63 locations in the first phase area of focus, 38 are caused by trees of these species.

Staff worked with West Coast Arborist (WCA) to complete a comprehensive tree master plan which is anticipated to be completed before the end of this calendar year. However, due to an upcoming project, some tree replacement options needed to be identified now for replacement. As part of the tree master plan, staff and WCA completed research and determined multiple species that are viable replacements for this project. WCA has been the City's contracted arborist for over 20 years and has a comprehensive understanding of the region and the City's climate, soil and community. These chosen species have proven to meet the needs of modern and current urban forestry applications. Considerations for chosen tree species include: parkway size, planting area, soil conditions, powerline interference, growth rate, canopy shape and

size, sightline continuity, pest and wildlife factors, structural integrity, male vs. female, California and Monterey Park zone hardiness rating (related to soil), existing site density, shade rating, root intrusion rating, nursery availability, property value enhancement, maintenance costs, commercial signage visibility, disease susceptibility, flowering characteristics, deciduous vs. evergreen, sustainability, changes in ecosystem dynamics, along with other factors. As part of this project and the finalization of the tree master plan, staff will work with the community on changes and impacts to the urban forestry.

To serve a community well, trees should be species having long life, with traits that successfully demonstrate serving a 35 to 45 year planning horizon. The framework for removal and planting should have a goal of "the right tree in the right place." Emphasis should also be made on species that can reduce the potential of recurring root damage to sewer laterals, curbs, gutters and sidewalks. Tree selections should maximize the natural benefits and functionality of the City's urban forest, while also considering contemporary factors such as carbon sequestration and climate adaption.

As part of the City's community outreach efforts, staff met with the Environmental Commission, held a workshop with businesses and published information regarding the upcoming sidewalk project and related tree replacements in the Cascades newspaper. Overall, the City has received positive feedback regarding the proposed tree species that would be part of the upcoming sidewalk project and future community improvement projects. Additionally, staff had informational material at its Public Works open house event.

FISCAL IMPACT:

There is no fiscal impact with approving the list of proposed tree species.

Respectfully submitted by:

Shawn Igoe
Director of Public Works

Prepared by:

Chris J. Reyes
Public Works Manager

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

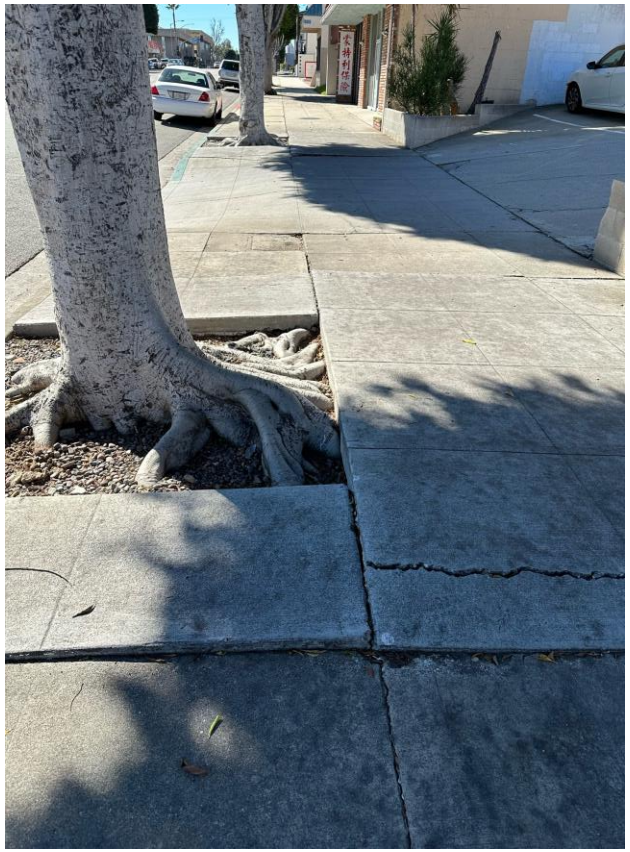
ATTACHMENT(S):

1. Exhibit A – Tree Species Summary

ATTACHMENT 1
Exhibit A – Tree Species Summary

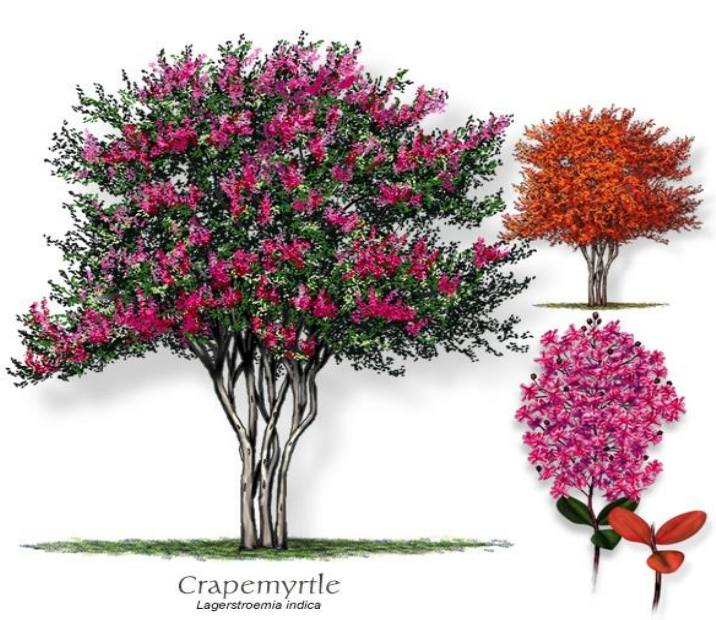
EXHIBIT A

Tree Species Summary Detail



FICUS SIDEWALK DAMAGE

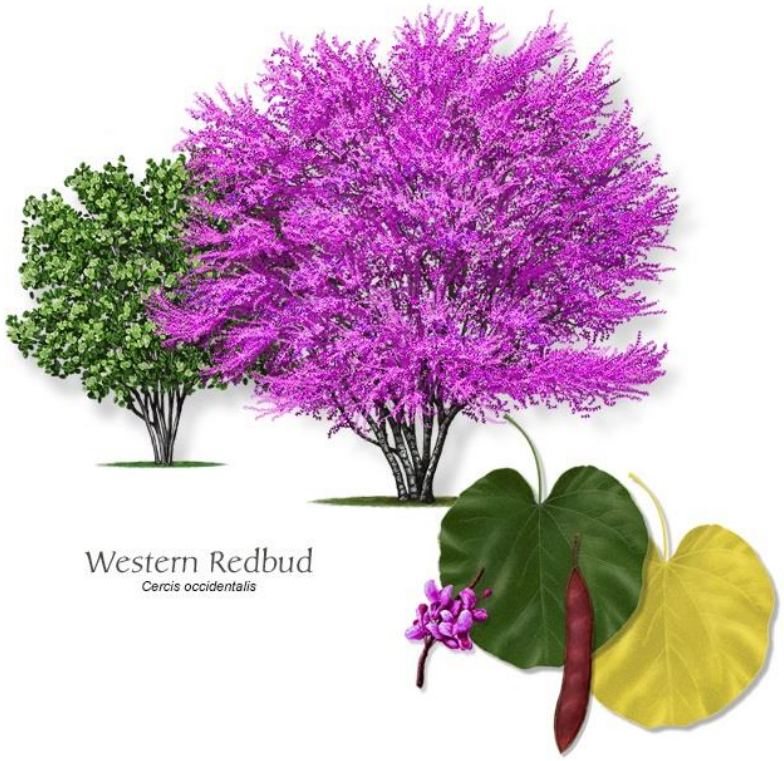
15’ - 25’



CRAPE MYRTLE

TREE CHARACTERISTICS

Shape: Rounded / Vase
Foliage: Deciduous
Height: 15’ – 25’
Growth: 24” per year until mature
Flower Color: Lav.-Pink-Red-White
Flowering Period: Summer
Root Intrusion: Low



WESTERN REDBUD

TREE CHARACTERISTICS

Shape: Rounded
Foliage: Deciduous
Height: 20’
Growth: 24” - 36” per year until mature
Flower Color: Purple
Flowering Period: Spring
Root Intrusion: Low

PALO VERDE DESERT MUSEUM

TREE CHARACTERISTICS

Shape: Rounded / Vase
Foliage: Deciduous
Height: 20’ – 25’
Growth: 24” - 36” per year until mature
Flower Color: Yellow
Flowering Period: Spring / Summer
Root Intrusion: Low

MAJESTIC BEAUTY INDIAN HAWTHORNE

TREE CHARACTERISTICS

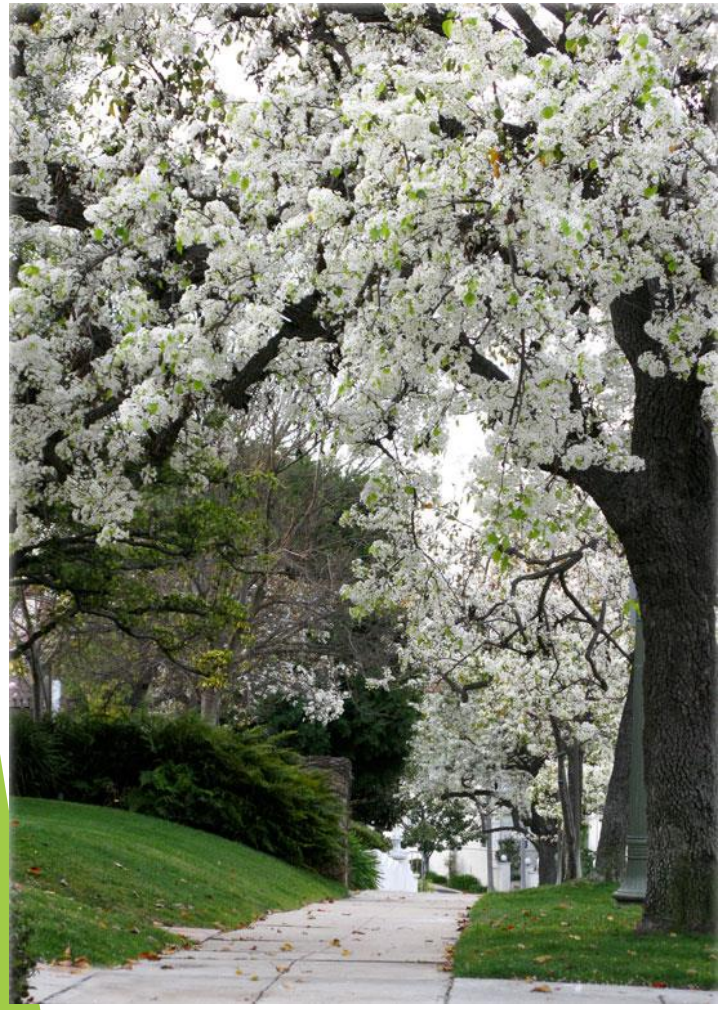
Shape: Rounded / Vase
Foliage: Evergreen
Height: 20’ – 25’
Growth: 24” per year until mature
Flower Color: Pink
Flowering Period: Spring-Fall-Winter
Root Intrusion: Low

TAIWAN CHERRY

TREE CHARACTERISTICS

Shape: Rounded
Foliage: Deciduous
Height: 25’
Growth: 24” - 36” per year until mature
Color: Pink / Purple / Rose
Foliage Color Change: Spring / Winter
Root Intrusion: Low

25’ - 40’

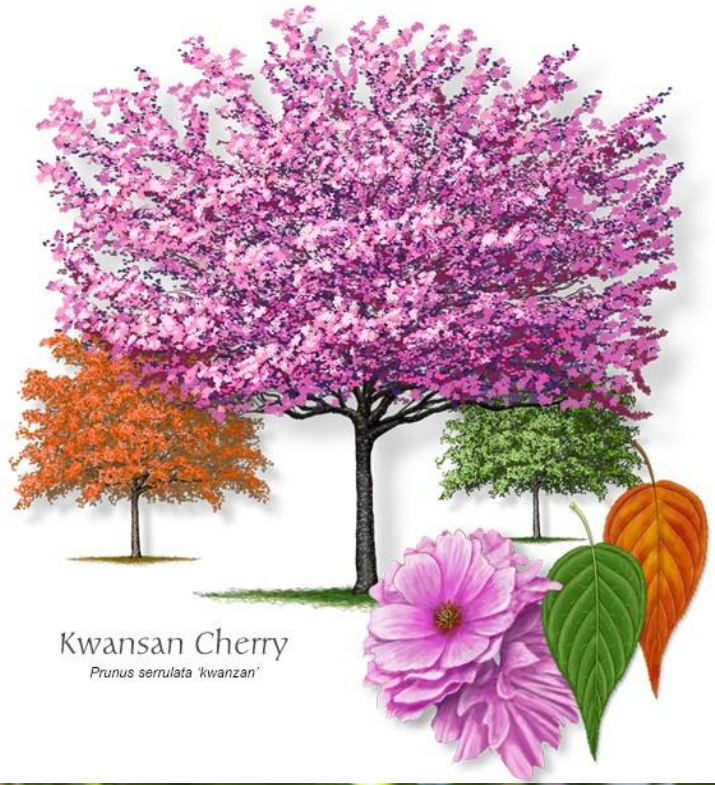


EVERGREEN PEAR

TREE CHARACTERISTICS

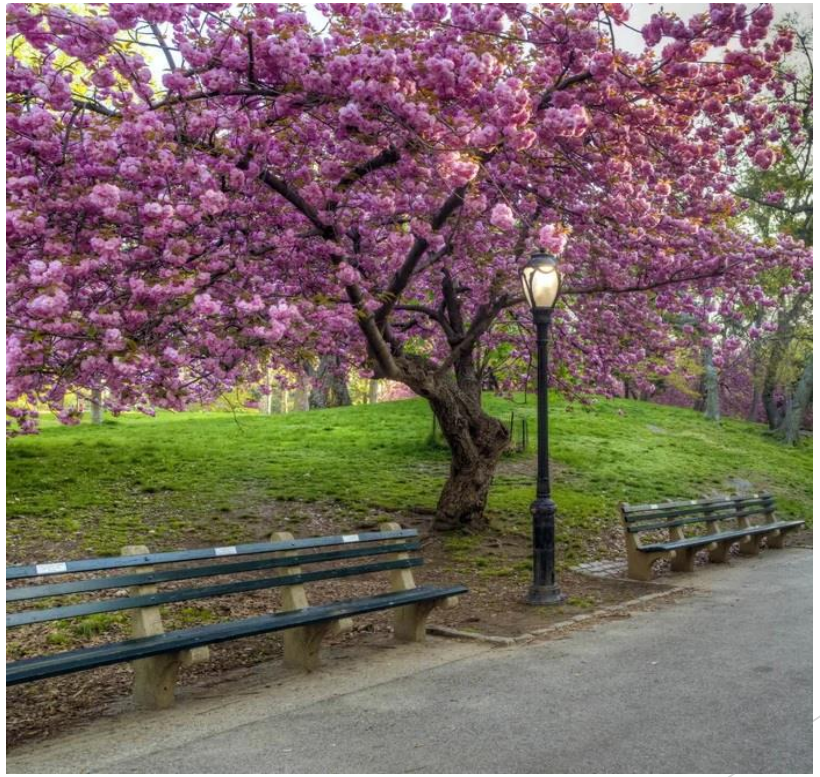
Shape: Rounded
Foliage: Partially Deciduous
Height: 25’ – 30’
Growth: 24”- 36”per year until mature
Flower Color: White
Flowering Period: Spring / Summer
Root Intrusion: Low

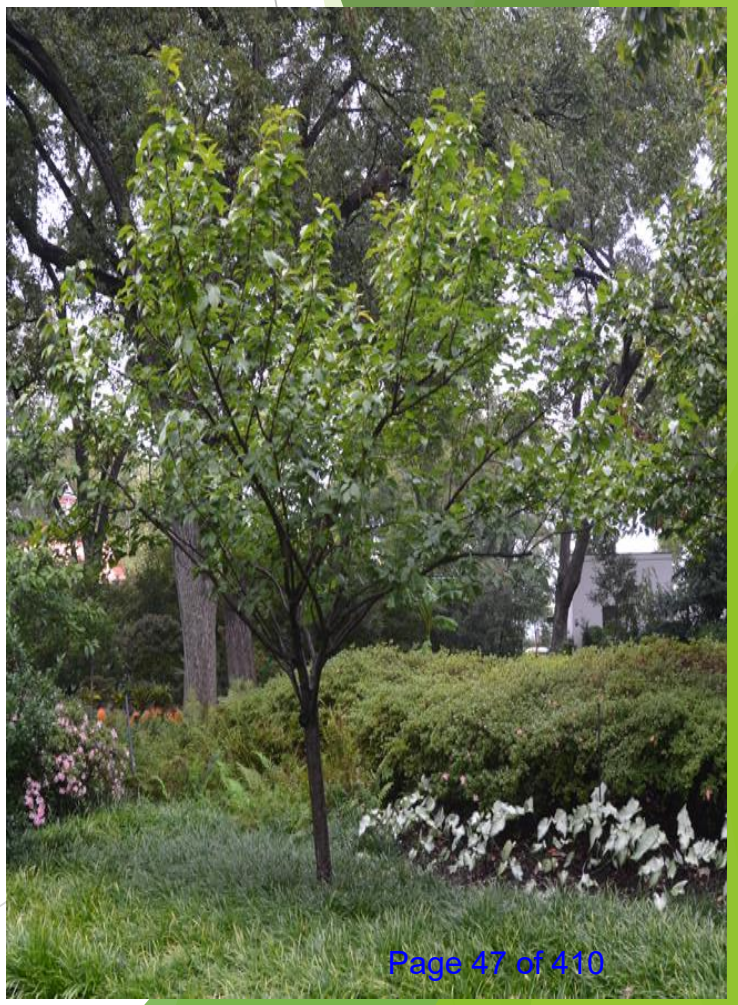
KWANSAN JAPANESE CHERRY



TREE CHARACTERISTICS

Shape: Rounded
Foliage: Deciduous
Height: 25’ – 30’
Growth: 24” per year until mature
Flower Color: Pink / Rose
Flowering Period: Spring
Root Intrusion: Low

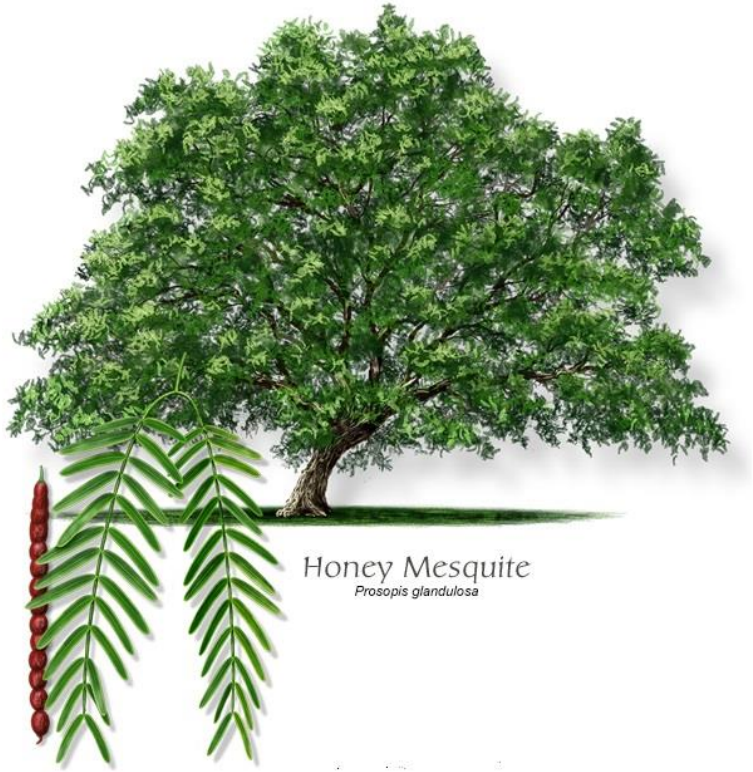




GOLDEN TRUMPET

TREE CHARACTERISTICS

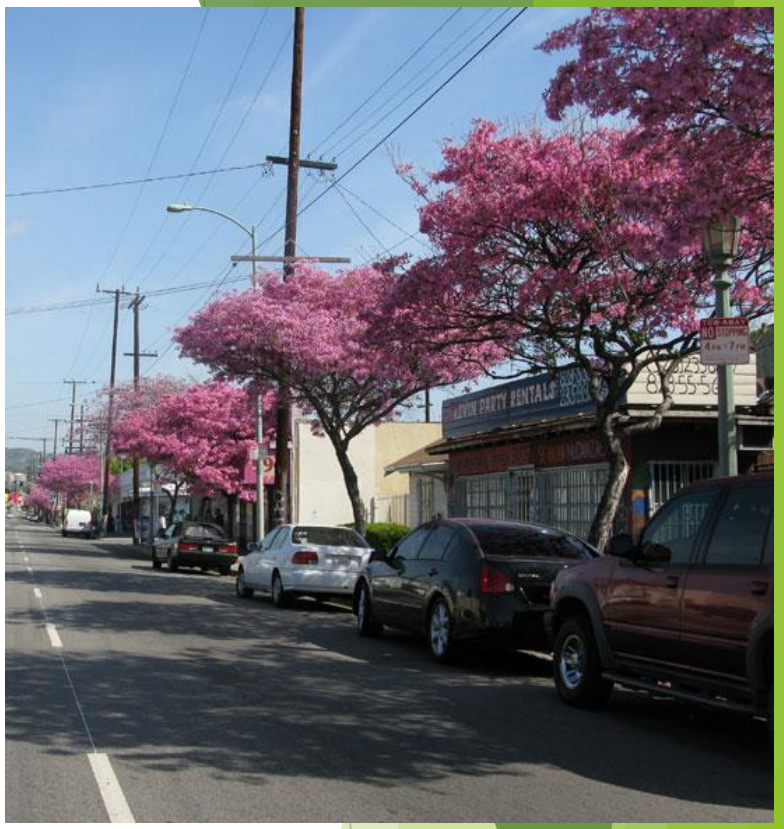
Shape: Rounded / Vase
Foliage: Partially Deciduous
Height: 25’ – 30’
Growth: 36” per year until mature
Flower Color: Yellow
Flowering Period: Spring
Root Intrusion: Low



HONEY MESQUITE

TREE CHARACTERISTICS

Shape: Rounded
Foliage: Deciduous
Height: 30’ – 35’
Growth: 24” per year until mature
Flower Color: Yellow
Flowering Period: Spring / Summer
Root Intrusion: Low



PINK TRUMPET

TREE CHARACTERISTICS

Shape: Rounded
Foliage: Partially Deciduous
Height: 25’ – 30’
Growth:12”- 24” per year until mature
Flower Color: Pink / Purple
Flowering Period: Winter / Spring
Root Intrusion: Low

RED PUSH PISTACHE

TREE CHARACTERISTICS

Shape: Rounded
Foliage: Deciduous
Height: 35’ – 40’
Growth: 12” - 24” per year until mature
Color: Green / Red
Foliage Color Change: Spring / Fall
Root Intrusion: Low

+ 45’

SILVER TRUMPET

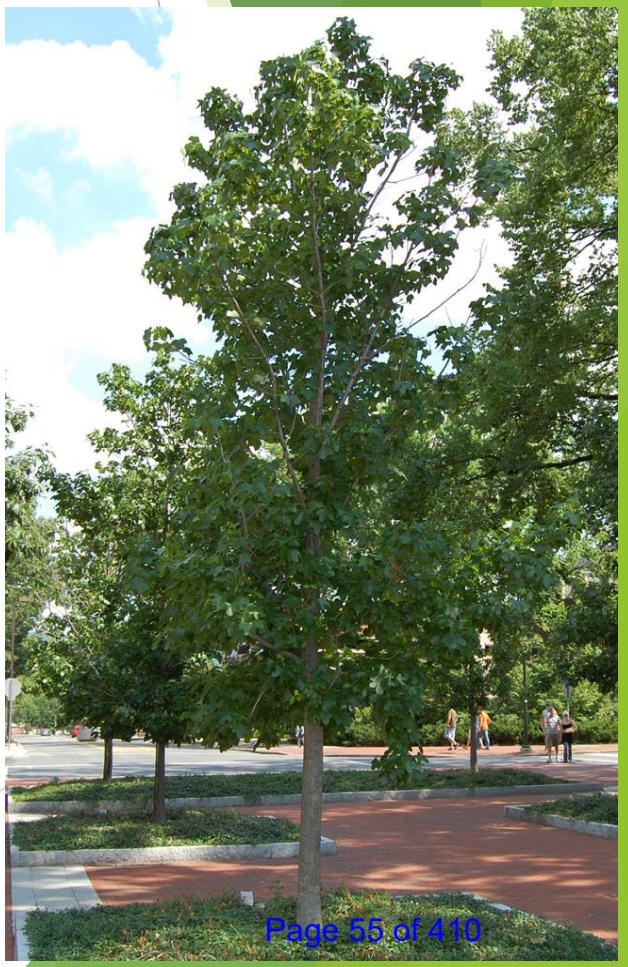
TREE CHARACTERISTICS

Shape: Rounded
Foliage: Partially Deciduous
Height: 45’
Growth: 24” per year until mature
Color: Yellow
Foliage Color Change: Summer / Fall
Root Intrusion: Low - Moderate

EMPRESS PAULOWNIA

TREE CHARACTERISTICS

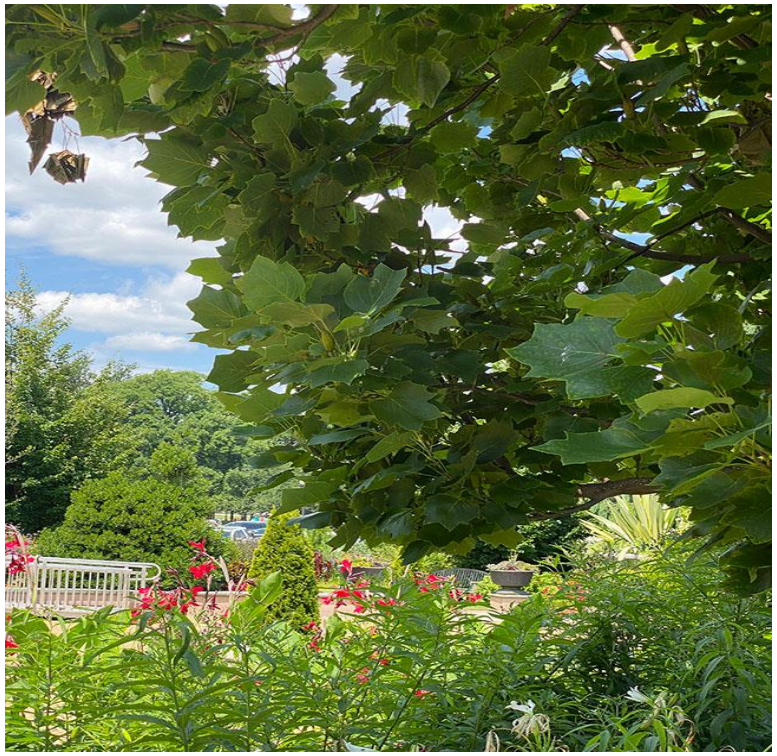
Shape: Rounded
Foliage: Deciduous
Height: 45’ – 50’
Growth: 36” per year until mature
Flower Color: Blue / Lavender
Flowering Period: Spring
Root Intrusion: Low - Moderate



ROTUNDILOBA SWEETGUM

TREE CHARACTERISTICS

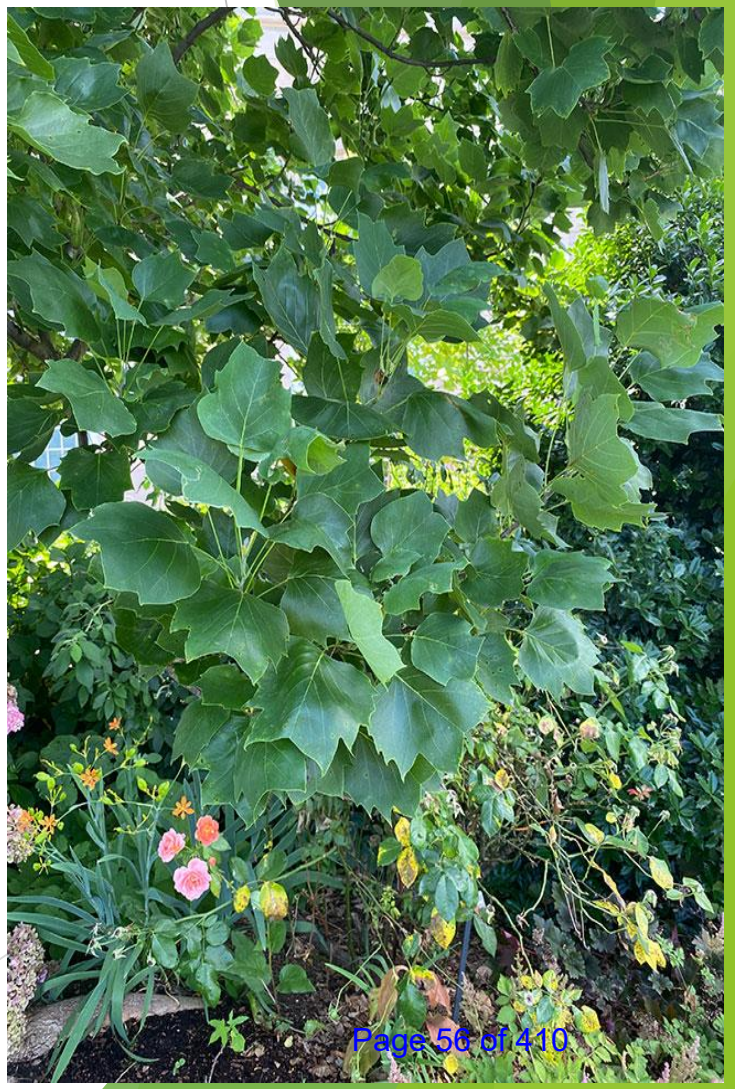
Shape: Rounded / Conical
Foliage: Deciduous
Height: 50’ - 60’
Growth: 24” per year until mature
Color: Green / Red / Yellow
Flowering Period: Spring
Root Intrusion: Low - Moderate



ARNOLD TULIP

TREE CHARACTERISTICS

Shape: Conical / Rounded
Foliage: Deciduous
Height: 60’ – 80’
Growth: 36” per year until mature
Flower Color: Yellow-Orange-Green
Flowering Period: Spring / Summer
Root Intrusion: Low



City Council Staff Report

DATE: June 7, 2023

AGENDA ITEM NO: Consent Calendar - 3D

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Edison Trails Park Playground Replacement Project – Award of Contract

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with R.E. Schultz Construction, Inc. in the amount of $207,272 for Edison Trails Park Playground Replacement Project, Specification No. 2023-003;
2. Authorizing the Director of Public Works to approve change orders and contingency up to $20,727 or 10% of the contract amount;
3. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY:

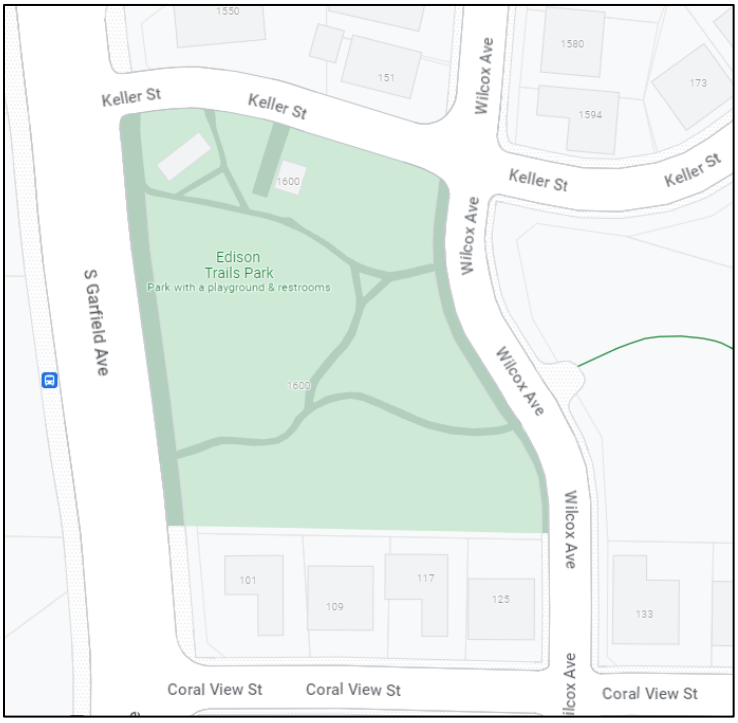
Per Resolution No. 2022-R32, the Public Works Director solicited bids for the Edison Trails Park Playground Replacement Project, Capital Improvement Project No. 95017. The public bid opening for this project was held on May 11, 2023. One bid was received from R.E. Schultz Construction, Inc. Staff recommends that the City Council authorize the City Manager to execute a Public Works contract with R.E. Schultz Construction, Inc for the Edison Trails Park Playground Replacement Project in the amount of $207,272, plus 10% contingency.

BACKGROUND:

The Edison Trails Park Playground Replacement project was advertised on April 20, 2023. The proposed work includes concrete improvements of approximately 1,500 square feet of new 4” sidewalk; 3,349 square feet of poured-in-place surfacing; and installation

of new playground equipment at Edison Trails Park. This project will replace deteriorated walkways and reinstate a once removed playground to the surrounding community.

The project is located at Edison Trails Park, 1600 S Garfield Ave, Monterey Park, CA 91755.



Staff opened bids on May 11, 2023, for the Edison Trails Park Playground Replacement Project, Specification 2023-003, and completed the review of all bids submitted. The bids are listed in the table below:

RANK	BIDDER	BASE BID AMOUNT
1	R.E. Schultz Construction, Inc	$207,272

The bid submitted by R.E. Schultz Construction, Inc. is the lowest responsive bid from a responsible bidder. R.E. Schultz Construction, Inc.'s contractor's license was verified with the California State Contractor's License Board to be current, active, and in good standing. Registration with the California Department of Industrial Relations (DIR) was verified. Staff also contacted the contractor's references and received positive feedback.

FISCAL IMPACT:

Funds for this project have been budgeted in the Fiscal year 2022-23 budget as Capital Improvement Project (CIP) No. 95017. There are sufficient funds to execute the public

works contract with R.E. Schultz Construction, Inc in the amount of $207,272 plus 10% contingency.

CIP 95017 – EDISON TRAILS PARK PLAYGROUND REPLACEMENT PROJECT	
Design	$6,700
Playground Equipment	$58,135
Base Bid	$207,272
Contingency	$20,727
Project/Construction Management/Inspection	$7,166
Total Estimated Project Cost	$300,000
Project Budget	$300,000

Respectfully submitted and prepared by:

Shawn Igoe
Director of Public Works

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. R.E. Schultz Construction, Inc Bid Proposal

ATTACHMENT 1
R.E. Schultz Construction, Inc Bid Proposal

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: R.E. Schultz Construction,Inc.

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

BID SCHEDULE

For Edison Trails Park Playground Replacement Specification No. 2023-003

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Install 4" PCC pathway within Edison Trails Park, as detailed on construction documents. Work shall include tree root pruning uplifting the existing asphalt pathway, and regrading the subgrade (up to 12" depth) prior to installation of new pathway.	1,500	SF	$25.00	$37,500.00
2	PIP -Install approximately 3,349 sq. ft. of 3 1/2" Pro-Tect TurfTM (8'CFH). This includes excavation of grass and dirt with disposal to 7". Also includes 6"x8" concrete curb around the perimeter, 4" of compacted aggregate base and PIP surfacing.	3,349	SF	$28.00	$93,772.00
3	Haul City Furnished playground equipment from storage area and install new playground equipment at Edison Trails Park as detailed on construction documents.	1	LS	$42,000.00	$ 42,000.00
4	Install electrical grounding on all new playground equipment at Edison Trails Park, per grounding plan.	1	LS	$19,500.00	$ 19,500.00
5	Remove grass lawn, soil, restore/relocate irrigation pipes adjustment/restoration, irrigation wires and adjust sprinklers, site preparation, grading, and compaction at location of new playground construction.	1	LS	$14,500.00	$ 14,500.00
TOTAL BASE BID AMOUNT IN NUMBERS					$207,272.00

TOTAL BASE BID AMOUNT IN WORDS:

Two Hundred and Seven Thousand Two Hundred and Seventy Two Dollars and Zero Cents.

<table>
<tr><td colspan="2">The award of Contract shall be based on the TOTAL BASE BID AMOUNT.</td></tr>
<tr><td colspan="2">In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</td></tr>
<tr><td rowspan="5">Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.</td><td>A. Mobilization / Demobilization</td></tr>
<tr><td>B. Traffic Control</td></tr>
<tr><td>C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety</td></tr>
<tr><td>D. Construction Staking by Land Surveyor</td></tr>
<tr><td>E. Clearing and Grubbing</td></tr>
<tr><td colspan="2">The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.</td></tr>
<tr><td colspan="2">The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.</td></tr>
<tr><td colspan="2">All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.</td></tr>
<tr><td colspan="2">A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.</td></tr>
</table>

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name: T.J. Janca Construction, Inc. Address: 2322 N. Batavia St., Orange, CA 92865 Tel: 714-921-3940	PIP Surfacing	$ 53,545.00
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		$ 53,545.00

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name City of Monterey Park	Project Name and Brief Description Barnes Park - Playground and fitness court improvements.	
Contact Name and Title Anthony Bendezu, Project Manager		
Tel: 626-476-6630 E-mail: ABendezu@MontereyPark.ca.gov	Contract Value: $267,025.00	Year Completed: 2021

Reference 2		
Agency Name City of Newport Beach	Project Name and Brief Description Bonita Park - Playground Improvements	
Contact Name and Title Kyle Aube, Civil Engineer/Project Manager		
Tel: 949-644-3237 E-mail: KAube@newportbeachca.gov	Contract Value: $279,915.00	Year Completed: 2022

Reference 3		
Agency Name County of San Diego	Project Name and Brief Description Ildica County Park - Park Renovation	
Contact Name and Title Stephanie Kopplin, Sr. Park Project Manager		
Tel: 858-401-0417 E-mail: stephanie.kopplin@sdcounty.ca.gov	Contract Value: $802,374.00	Year Completed: 2023

Reference 4		
Agency Name City of Dana Point	Project Name and Brief Description Shipwreck Park - Park Renovation	
Contact Name and Title Scott Fisher, Project Manager		
Tel: 760-814-7226 E-mail: SFisher@DanaPoint.org	Contract Value: $363,056.42	Year Completed: 2022

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: Richard Schultz

Date of Inspection: 5/10/2023

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage shall be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor shall furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance shall be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) shall reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name: R.E. Schultz Construction, Inc.
Authorized Signature:
Name and Title: Richard Schultz, President (Sole Officer)
Date: 5/11/2023

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

I Richard Schultz am the President, Sole Officer of R.E. Schultz Construction, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name: R.E. Schultz Construction, Inc.

Authorized Signature:

Name and Title: Richard Schultz, President (Sole Officer)

Date: 5/11/2023

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been NO **has been** ___ (**indicate YES or NO** after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been YES** explain the circumstances below:

N/A

Bidder's Name: R.E. Schultz Construction, Inc.

Authorized Signature:

Name and Title: Richard Schultz, President (Sole Officer)

Date: 5/11/2023

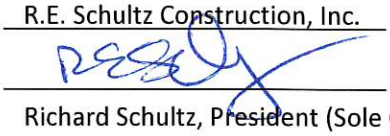
PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been NO **has been**____ (**indicate YES or NO** after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name: R.E. Schultz Construction, Inc.

Authorized Signature: 

Name and Title: Richard Schultz, President (Sole Officer)

Date: 5/11/2023

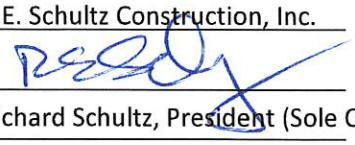
PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been NO **has been** ___ (**indicate YES or NO** after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name: R.E. Schultz Construction, Inc.

Authorized Signature: 

Name and Title: Richard Schultz, President (Sole Officer)

Date: 5/11/2023

BIDDER INFORMATION

Bidder's Name: R.E. Schultz Construction, Inc.

Address: 1767 North Batavia Street, Orange, CA 92865

Form of Legal Entity: Corporation

If a Corporation, State of Incorporation: California

State Contractor's Class and License No.: A, B, C-61/D34 - 1007195

Contact Person Information:

Name: Richard Schultz Title: President, Sole Officer

E-mail: nicole@reschultzconstruction.com Tel: 714-649-2627

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

Richard Schultz, President (Sole Officer)

P.O. Box 6

Silverado, CA 92676

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

N/A

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

Previous contract performance history:

Was any contract terminated previously: No

If the answer to the above is "yes", provide the following information:

Contract/project name and number: N/A

Date of termination: N/A

Reason for termination: N/A

Owner's name: N/A

Owner contact person and tel. no.: N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 11th day of May, 2023.

BIDDER R.E. Schultz Construction, Inc.
1767 North Batavia Street
Orange, CA 92865

Richard Schultz, President (Sole Officer)

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

See attached

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 11 day of May,

20 23 by Richard Schultz,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

D. Mindiola

Signature (Seal)

D. MINDIOLA
Notary Public - California
Orange County
Commission # 2350274
My Comm. Expires Mar 5, 2025

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bidders Proposal

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information Is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

PROPOSAL GUARANTEE

BID BOND

Bond No.: 11-327-515

KNOW ALL MEN BY THESE PRESENTS that R.E. Schultz Construction, Inc., as BIDDER, AND U.S. Specialty Insurance Company, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of ten percent of the amount bid in dollars **(10%)**, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **Edison Trails Park Playground Replacement, Specification No. 2023-003** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 11th day of May, 2023.

SIGNED AND SEALED this 11th day of May, 2023.

R.E. Schultz Construction, Inc.
PRINCIPAL

By _____

U.S. Specialty Insurance Company
SURETY

By _____
Blake A. Pfister, Attorney-in-Fact

PRINCIPAL's MAILING ADDRESS:

R.E. Schultz Construction, Inc.
1767 N Batavia St
Orange, CA 92865

SURETY's MAILING ADDRESS:

U.S. Specialty Insurance Company
801 S Figueroa St #700
Los Angeles, CA 90017

NOTE: All signatures shall be acknowledged by a notary public.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On May 5, 2023 before me, Lianne Nahina, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Blake A. Pfister
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LIANNE NAHINA
COMM. # 2314283
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. DEC 5, 2023

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond 11-327-515 Document Date: May 11, 2023
Number of Pages: 1 Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister	Signer's Name: --------
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: U.S. Specialty Insurance Company	Signer Is Representing:

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TOKIOMARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Blake A. Pfister of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Five Million***** Dollars (***$5,000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2320307
My Comm. Expires Jan 31, 2024

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11th day of May, 2023.

Corporate Seals

Bond No. 11-327-515

Agency No. 3074

_____
Kio Lo, Assistant Secretary

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange } s.s.

On 05-11-2023 before me, D. Mindiola Notary Public.
(Name of Notary Public, Title)

personally appeared Richard Schultz
(Name of Signer (1))

(Name of Signer (2))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

D. Mindiola
(Signature of Notary Public)

D. MINDIOLA
Notary Public - California
Orange County
Commission # 2350274
My Comm. Expires Mar 5, 2025

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Bail Bond #
4-327-515,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- [x] Individual(s)
- [ ] Attorney-in-fact
- [ ] Corporate Officer(s) _____
(Title(s))
- [ ] Guardian/Conservator
- [ ] Partner - Limited/General
- [ ] Trustee(s)
- [ ] Other: _____

representing: _____
(Name(s) of Person(s) or Entity(ies) Signer is Representing)

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- [ ] form(s) of identification
- [ ] credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- [ ] Additional Signer
- [ ] Signer(s) Thumbprints(s)
- [ ] _____

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SECTION D. CERTIFICATIONS FOR FEDERAL – AID CONTRACTS

(Entire section D shall be submitted with the bid)

GENERAL PRINCIPLES CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONTRACTOR shall comply with generally accepted accounting principles and good business practices. CONTRACTOR shall, at its own expense, furnish all cost items associated with this project except as specified to be furnished by City. CONTRACTOR shall retain financial records, supporting documents, statistical records, and all other records pertinent to the project for a period of a minimum of three (3) years from the expiration of the term of the Master Agreement.

CONTRACTOR shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

CONTRACTOR shall also certify that none of the equipment or services are produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or produced by an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country in accordance with 2 CFR 200.216.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, CONTRACTOR must certify that they did not assist in the development of draft specifications, requirements, statements of work, or invitations for bids or requests for proposals for the project.

Business Name: R.E. Schultz Construction, Inc.

Date: 5/11/2023

By: Richard Schultz, President (Sole Officer)

Name and Title of Authorized Representative

Signature of Authorized Representative

NON-DISCRIMINATION CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONTRACTOR shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall CONTRACTOR discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, disability, medical condition, sexual orientation, gender identity, or marital status. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, national origin, creed, religion, age, sex, physical or mental disability, political affiliation, or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200-d); Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. 324); Section 504 of the Rehabilitation Act of 1973; the Civil Rights Restoration Act of 1987 (P.L. 100-209); Executive Order 12898 (February 11, 1994); Executive Order 13166 (August 16, 2000); Title VII of the Civil Rights Act of 1964 (42 U.S.C 2000-d); the Age Discrimination Act of 1975 (42 U.S.C. 6101); Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code; Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Department of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

CONTRACTOR shall ensure that project activities be accomplished in an equitable and impartial manner so that no person shall be excluded because of race, color, gender, or national origin from participation in, or be denied the benefits, or any program or activity for which federal financial assistance is received (31 CFR Part 22).

Business Name: R.E. Schultz Construction, Inc.

Date: 5/11/2023

By: Richard Schultz, President (Sole Officer)

Name and Title of Authorized Representative

Signature of Authorized Representative

MBE AND WBE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage the participation of disadvantaged, minority and women-owned business enterprises in the City's procurement process.

CONTRACTOR agrees to use its best efforts to carry out this policy when sourcing the use of outside consultants, advisors and contractors to the fullest extent practicable, consistent with the efficient performance of this contract. CONTRACTOR may rely on written representations by consultants, advisors and contractors regarding their status. CONTRACTOR shall report to the City the names of all consultants, advisors and contractors hired for the Project and information on whether or not they are a disadvantaged, minority or women-owned business enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

CONTRACTOR shall, in accordance with 2 CFR 200.321, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms when sourcing the use of outside consultants, advisors, and contractors for this contract by:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Business Name: R.E. Schultz Construction, Inc.

Date: 5/11/2023

By: Richard Schultz, President (Sole Officer)

Name and Title of Authorized Representative

Signature of Authorized Representative

DOMESTIC PREFERENCE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders.

CONTRACTOR agrees to use its best efforts to comply with 2 CFR 200.322 to the fullest extent possible consistent with the efficient performance of this contract.

RECOVERED MATERIALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONTRACTOR shall comply with 2 CFR 200.322 and procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000. CONTRACTOR certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over $100,000 in total value, CONTRACTOR shall estimate the percentage of total material utilized for the performance of the project that is recovered materials and shall provide such estimate to CITY upon request.

Business Name: R.E. Schultz Construction, Inc.

Date: 5/11/2023

By: Richard Schultz, President (Sole Officer)

Name and Title of Authorized Representative

Signature of Authorized Representative

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q. CONTRACTOR agrees to report each violation to the USDA and the appropriate EPA Regional Office.

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). CONTRACTOR agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Business Name: R.E. Schultz Construction, Inc.

Date: 5/11/2023

By: Richard Schultz, President (Sole Officer)

Name and Title of Authorized Representative

Signature of Authorized Representative

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1. The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:

   (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall attach an explanation to this certification. Indicate to whom it applies, initiating agency, and dates of action.

Business Name: R.E. Schultz Construction, Inc.

Date: 5/11/2023

By: Richard Schultz, President (Sole Officer)

Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines

the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The CONTRACTOR certifies, by signing and submitting this contract, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The CONTRACTOR also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Business Name: R.E. Schultz Construction, Inc.

Date: 5/11/2023

By: Richard Schultz, President (Sole Officer)

Name and Title of Authorized Representative

Signature of Authorized Representative

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

[A] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

[A] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

[A] a. initial
b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

[X] Prime [ ] Subawardee
Tier _____, if known

R.E. Schultz Construction, Inc.
1767 North Batavia Street
Orange, CA 92865

Congressional District, if known: _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known: _____

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

$

10.a. Name and Address of Lobby Registrant
(If individual, last name, first name, MI)

10.b. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: RESchultz

Print Name: Richard Schultz

Title: President, Sole Officer

Telephone No.: 714-649-2627 Date: 5/11/2023

Authorized for Local Reproduction

Standard Form – LLL (Rev. 7-97)

Federal Use Only:

INSTRUCTIONS FOR COMPLETING SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

-END OF SECTION-

A0779521

not 6

3779421

Certificate of Amendment
Of Articles of Incorporation

FILED DBM
Secretary of State
State of California
JAN 07 2016

The undersigned certify that:

1cc

1. They are the President and the Secretary, respectively, of RES ENTERPRISES, INC., a California corporation.

2. Article I. of the Articles of Incorporation of this corporation is amended to read as follows:

The name of the corporation is: R.E. Schultz Construction, Inc.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.

4. The corporation has issued no shares.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: Jan 5, 2016

Richard Schultz, President

Richard Schultz, Secretary

Senders Contact Information:
Richard Schultz
2914 E. Katella Ave #102
Orange CA 92867
714-649-2627

Entity #C3779421

I hereby certify that the foregoing transcript of _____ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

JAN 19 2016

Date: _____

ALEX PADILLA, Secretary of State

Home | CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1007195

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/11/2023 8:34:55 AM

Business Information

R E SCHULTZ CONSTRUCTION INC
1767 N BATAVIA ST
ORANGE, CA 92865
Business Phone Number:(714) 649-2627

Entity Corporation
Issue Date 09/10/2015
Expire Date **09/30/2023**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- A - GENERAL ENGINEERING
- C-61 / D34 - PREFABRICATED EQUIPMENT
- B - GENERAL BUILDING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: 100320462
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

- This license filed Bond of Qualifying Individual number **100731718** for CHRIS LEE THOMAS in the amount of **$25,000** with AMERICAN CONTRACTORS INDEMNITY COMPANY.
  Effective Date: 03/07/2023
  BQI's Bond History
- The qualifying individual RICHARD EARL SCHULTZ certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
  Effective Date: 06/24/2016
  BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST
Policy Number:WSD506512001
Effective Date: 04/14/2022
Expire Date: 04/14/2024
Workers' Compensation History

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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Contractor Information

Legal Entity Name
R.E. SCHULTZ CONSTRUCTION, INC
Legal Entity Type
Corporation
Status
Active
Registration Number
1000033385
Registration effective date
7/1/2022
Registration expiration date
6/30/2024
Mailing Address
1767 N. BATAVIA ST. ORANGE 92865 CA United States...
Physical Address
1767 N. BATAVIA ST. ORANGE 92865 CA United States...
Email Address
Trade Name/DBA
R.E. SCHULTZ CONSTRUCTION, INC
License Number(s)
CSLB:1007195
CSLB:755160

Registration History

Effective Date	Expiration Date
5/25/2018	6/30/2019
5/17/2017	6/30/2018
5/3/2016	6/30/2017
12/29/2015	6/30/2016
7/1/2019	6/30/2021
7/1/2021	6/30/2022
7/1/2022	6/30/2024

Legal Entity Information

Corporation Number:
Federal Employment Identification Number:
President Name:
Richard Schultz
Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name:

Agent of Service Name:
Richard Schultz
Agent of Service Mailing Address:
1767 N Batavia St Orange 92865 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current workers compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email

Insured by Carrier
Policy Holder Name:R E SCHULTZ CONSTRUCTION, INC.**Insurance Carrier:**Insurace Company Of The West
Policy Number:WSD5065120-00**Inception date:**4/14/2022**Expiration Date:**4/14/2023

CERTIFICATE OF ACHIEVEMENT

Awarded to:

Rick Schultz

Has completed the

RECREATION INSTALLATION SPECIALIST CERTIFICATION COURSE

This certificate of achievement is valid for the above individual who has successfully passed the required training as set by the National Playground Contractors Association, Inc.

RISC
Recreation Installation Specialist
CERTIFICATION

NPCAI
NATIONAL PLAYGROUND CONTRACTORS ASSOCIATION INC.

2022-1272	12/31/2024		12/31/2021
Certificate Number	Expiration Date	Edward Miller, Jr., NPCAI Chairman	Issue Date

National Recreation and Park Association

Let it be known that

RICHARD SCHULTZ

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector

CHAIRPERSON

NRPA PRESIDENT AND CEO

April 19, 2021
DATE CERTIFIED

51153-0524
CERTIFICATION NUMBER

May 01, 2024
EXPIRATION DATE

NRPA National Recreation and Park Association
Because everyone deserves a great park

GameTime®

A PLAYCORE Company

CERTIFICATE OF ACHIEVEMENT

THIS CERTIFICATE IS PROUDLY PRESENTED TO

R.E. Schultz Construction, Inc.

Has successfully completed a course in techniques and procedures required for proper installation of GameTime playground Equipment

In recognition of the successful completion of this training and in acknowledgement for a certified installer, **R.E. Schultz Construction, Inc.** is hereby designated

OFFICIAL CERTIFIED INSTALLER

By receipt of this designation, **R.E. Schultz Construction, Inc.** agrees to install GameTime playground equipment in accordance with GameTime specifications and installation instructions

This Designation is effective from **February 2, 2023** to **February 1, 2025**
Within the territorial boundaries of **Great Western Recreation**

In witness whereof, we have affixed our signature this **2nd** day of **February 2023**

GameTime CERTIFIED Professional Installer

Mike McWilliams
Vice President of Customer Service

Spencer Cheak
Group President

Home | CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 774195

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/11/2023 8:44:52 AM

Business Information

T J JANCA CONSTRUCTION INC
2322 NORTH BATAVIA ST #101
ORANGE, CA 92865
Business Phone Number:(714) 921-3940

Entity Corporation
Issue Date 01/26/2000
Expire Date **01/31/2024**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- B - GENERAL BUILDING
- C-61 / D12 - SYNTHETIC PRODUCTS
- C-61 / D34 - PREFABRICATED EQUIPMENT

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: 148256
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual KEITH BRONELL SMITH certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 04/16/2019
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST
Policy Number:WPL504105504
Effective Date: 05/01/2020
Expire Date: 05/01/2023
Workers' Compensation History

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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Contractor Information

Legal Entity Name
T.J. JANCA CONSTRUCTION, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000002326
Registration effective date
7/1/2021
Registration expiration date
6/30/2023
Mailing Address
2322 N. BATAVIA ST., #101 ORANGE 92865 CA United...
Physical Address
2322 N. BATAVIA ST., #101 ORANGE 92865 CA United...
Email Address
Trade Name/DBA
License Number(s)
CSLB:774195
CSLB:774195

Registration History

Effective Date	Expiration Date
6/13/2018	6/30/2019
6/22/2017	6/30/2018
5/31/2016	6/30/2017
6/5/2015	6/30/2016
11/3/2014	6/30/2015
7/1/2019	6/30/2021
7/1/2021	6/30/2023

Legal Entity Information

Corporation Number:
C2148891
Federal Employment Identification Number:
President Name:
KEITH SMITH
Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name:

Agent of Service Name:
THOMAS D GEORGIANNA
Agent of Service Mailing Address:
300 SPECTRUM CENTER DR., #1185 IRVINE 92618 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current workers compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email

Insured by Carrier
Policy Holder Name:T.J. JANCA CONSTRUCTION, INC.**Insurance Carrier:**
INSURANCE COMPANY OF THE WEST**Policy Number:**WVE 5041055-00**Inception date:**5/1/2021
Expiration Date:5/1/2022

City Council Staff Report

DATE: June 7, 2023

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: CIP 96039 Sidewalk Repair Project– Award of Contract

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with CT&T Concrete Paving, Inc., in the amount of $1,571,233 for the Capital Improvement Project (CIP) No. 96039 Sidewalk Repair Project, Specification No. 2022-011.
2. Authorizing the Director of Public Works to approve change orders and contingency up to $157,123 or 10% of the contract amount;
3. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY:

Per Resolution No. 2022-R32, the Public Works Director solicited bids for the Sidewalk Repair Project CIP No. 96039. The public bid opening for this project was held on May 11, 2023. Four bids were received from: CT&T Concrete Paving, Inc; Kalban, Inc; Onyx Paving Company, Inc; and Stance Construction Company. Staff recommends that City Council authorize the City Manager to execute a Public Works contract with CT&T Concrete Paving, Inc. for this project in the amount of $1,571,233 plus 10% contingency.

BACKGROUND:

The Sidewalk Repair Project was advertised on April 20, 2023. The proposed work includes concrete improvements of approximately 422 lineal feet of new curb and gutter; 24,013 square feet of new 4” sidewalk; and 44 new curb ramps at various locations throughout the City. This project will improve walkability in the community, eliminate

tripping hazards and provide mobility in compliance with the American with Disabilities Act (ADA). In addition, the project includes the replacement of various damaged bus pads along Garvey Avenue.

The City Clerk opened bids on May 11, 2023, for CIP 96039 Sidewalk Repair Project, and completed the review of all bids submitted. The bids are listed in the table below:

RANK	BIDDER	BASE BID AMOUNT
1	CT&T Concrete Paving, Inc	$1,571,233.00
2	Kalban, Inc	$1,572,913.00
3	Onyx Paving Company, Inc	$1,616,610.00
4	Stance Construction Company	$1,701,844.50

The bid submitted by CT&T Concrete Paving, Inc is the lowest responsive bid from a responsible bidder. CT&T Concrete Paving, Inc. contractor's license was verified with the California State Contractor's License Board to be current, active, and in good standing. Registration with the California Department of Industrial Relations (DIR) was verified. Staff also contacted contractor's references and received positive feedback.

FISCAL IMPACT:

Funds for this project have been budgeted in the City's Fiscal year 2022-23 Capital Improvement Plan as Project No. 96039. The funding sources for the project are Prop A, TDA 3, and Gas Tax. There are sufficient funds to execute the public works contract with CT&T Concrete Paving, Inc in the amount of $1,571,233 plus 10% contingency.

CIP 96039 – SIDEWALK REPAIR PROJECT	
Base Bid	$1,571,233
Contingency (10%)	$157,123
Project/Construction Management/Inspection	$157,123
Total Estimated Project Cost	$1,885,479
Project Budget	$1,899,800

Respectfully submitted and prepared by:

Shawn Igoe
Director of Public Works

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. CT&T Concrete Paving, Inc Bid Proposal

ATTACHMENT 1
CT&T Concrete Paving, Inc Bid Proposal

SECTION C. BIDDERS PROPOSAL
(Entire section C shall be submitted with the bid)

BIDDER'S NAME: CT&T Concrete Paving Inc.

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

BID SCHEDULE

For FY 22-23 Concrete Improvements Project including Sidewalks, Curb & Gutters, and Bus Pads, Specification No. 2022-011

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Remove existing and construct new PCC curb and gutter per SPPWC, Std. Plan No: 120-3, A2-8, complete and in place. Locations as stated per Sidewalk/Curb & Gutter Location Index (Appendix A4).	422	LF	$ 45	$18,990
2	Remove existing and construct new PCC Sidewalk, 4" thick per SPPWC, Std. Plan No. 112-2. Locations as stated per Sidewalk/Curb & Gutter Location Index (Appendix A5).	17,562	SF	$ 11	$193,182
3	Remove existing green pavers and construct new PCC sidewalk, 4" thick per SPPWC, Std. Plan No. 112-2. Locations as stated per Paver Location Index (Appendix A6).	6,451	SF	$ 11	$70,961
4	Reconstruct existing 12-inch PCC Bus Pad, L=100', over 6-inch CAB per SPPWC STD Plan 131-3. Locations as stated per Bus Pad Location Index (Appendix A7).	22	EA	$42,000	$924,000
5	Reconstruct PCC curb ramps per SPPWC Standard Plan No. 111-5 (Appendix A8/A9).	44	EA	$8,275	$364,100
TOTAL BASE BID AMOUNT IN NUMBERS					$1,571,233.00
TOTAL BASE BID AMOUNT IN WORDS: One Million, Five Hundred Seventy-One Thousand, Two Hundred Thirty-Three Dollars and Zero Cents					

<table>
<tr><td colspan="2">The award of Contract shall be based on the TOTAL BASE BID AMOUNT.</td></tr>
<tr><td colspan="2">In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</td></tr>
<tr><td rowspan="5">Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.</td><td>A. Mobilization / Demobilization</td></tr>
<tr><td>B. Traffic Control</td></tr>
<tr><td>C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety</td></tr>
<tr><td>D. Construction Staking by Land Surveyor</td></tr>
<tr><td>E. Clearing and Grubbing</td></tr>
<tr><td colspan="2">The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.</td></tr>
<tr><td colspan="2">The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.</td></tr>
<tr><td colspan="2">All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.</td></tr>
<tr><td colspan="2">A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.</td></tr>
</table>

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Name: Address: Tel:		$_____
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		$_____

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name City of Moreno Valley	Project Name and Brief Description ADA Curb Ramp Improvements - Removal and replacement of ADA Curb Ramps at various locations	
Contact Name and Title Quang Nguyen, PE		
Tel: 951-413-3153 E-mail: quangn@moval.org	Contract Value: $ 651,300	Year Completed: 2022

Reference 2		
Agency Name LA County Deptartment of Public Works	Project Name and Brief Description Parkway Concrete Maintenance Project, RMDJOC6708	
Contact Name and Title Cesar Orellana	- Maintenance Project: R/R Sidewalk, Curb & Gutters, Drive Approaches, ADA Ramps, Spandrels, etc. at various locations in unicorporated areas of LA County	
Tel: 562-869-1176 E-mail: COrellana@dpw.lacounty.gov	Contract Value: $ 3,000,000	Year Completed: 2022

Reference 3		
Agency Name City of Orange	Project Name and Brief Description Annual Concrete Repalcement at Various Locations	
Contact Name and Title Salvador Munoz, Project Manager	- Removal and replacement of sidewalk, curb & gutters, and drive approaches at various locations	
Tel: 714-744-5547 E-mail: smunoz@cityoforange.org	Contract Value: $ 775,280	Year Completed: 2022

Reference 4		
Agency Name City of Ontario	Project Name and Brief Description On Call Concrete Repair Services	
Contact Name and Title Tim Masot, Parks & Maintenance Supervisor	- Miscellaneous concrete repairs on an on call basis Including removal and replacement of sidewalk, c&g, drive approaches, curb ramps, etc.	
Tel: 909-395-2624 E-mail: tmasot@ontarioca.gov	Contract Value: $ 3,915,752	Year Completed: 2022

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: Jose Carvajal

Date of Inspection: 05/10/2023

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage shall be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor shall furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance shall be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) shall reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name: CT&T Concrete Paving Inc.
Authorized Signature:
Name and Title: Jose Carvajal , President
Date: 05/10/2023

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

I am the President of CT&T Concrete Paving Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name: CT&T Concrete Paving Inc.

Authorized Signature:

Name and Title: Jose Carvajal, President

Date: 05/10/2023

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been X **has been** ___ (**indicate YES or NO** after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been** YES explain the circumstances below:

Bidder's Name: CT&T Concrete Paving Inc.

Authorized Signature:

Name and Title: Jose Carvajal, President

Date: 05/10/2023

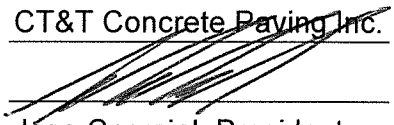
PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been X **has been** ____ (**indicate YES or NO** after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name: CT&T Concrete Paving Inc.

Authorized Signature: 

Name and Title: Jose Carvajal, President

Date: 05/10/2023

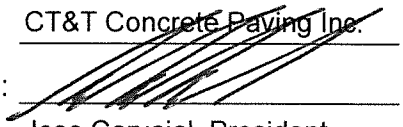
PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been X **has been** ___ (**indicate YES or NO** after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name: CT&T Concrete Paving Inc.

Authorized Signature: 

Name and Title: Jose Carvajal, President

Date: 05/10/2023

BIDDER INFORMATION

Bidder's Name: CT&T Concrete Paving Inc.

Address: 324 S. Diamond Bar Blvd, PMB 275, Diamond Bar, CA 91765

Form of Legal Entity: S Corporation

If a Corporation, State of Incorporation: California

State Contractor's Class and License No.: 875627, Class A, C-8, C-12

Contact Person Information:

Name: Jose Carvajal Title: President

E-mail: jose.cttinc@gmail.com Tel: 909-629-8000

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

Jose Carvajal, President - 324 S. Diamond Bar Blvd, PMB 275, Diamond Bar, CA 91765 / 909-821-4769

Jackie Carvajal, Treasurer - 324 S. Diamond Bar Blvd, PMB 275, Diamond Bar, CA 91765 / 909-629-8000

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

None

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

Prior: CT&T Inc.

Previous contract performance history:

Was any contract terminated previously: No

If the answer to the above is "yes", provide the following information:

Contract/project name and number: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 10th day of May, 2023.

BIDDER CT&T Concrete Paving Inc.

_____

_____

_____

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

*See attached

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On May 10th, 2023 before me, Daniel A. Butler, A Notary Public
(Here insert name and title of the officer),

personally appeared Jose Carvajal,

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~)(is)/are subscribed to the within instrument and acknowledged to me that (he)/she/they executed the same in (his)/her/their authorized capacity(~~ies~~), and that by (his)/her/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

DANIEL A. BUTLER
Commission # 2402807
Notary Public - California
Los Angeles County
My Comm. Expires May 2, 2026

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PROPOSAL GUARANTEE

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that CT&T Concrete Paving, Inc., as BIDDER, AND Contractors Bonding and Insurance Company, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of Ten Percent of the Total Bid Amount ($10% of Total Bid) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **FY 22-23 Concrete Improvements Project including Sidewalks, Curb & Gutters, and Bus Pads Specification No. 2022-011** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 5th day of May, 2023.

SIGNED AND SEALED this 5th day of May, 2023.

CT&T Concrete Paving, Inc.

President - Jose Carvajal
PRINCIPAL

Contractors Bonding and Insurance Company

Emilie George, Attorney-in-Fact
SURETY

PRINCIPAL's MAILING ADDRESS:

324 S. Diamond Bar Blvd, PMB 275

Diamond Bar, CA 91765

SURETY's MAILING ADDRESS:

9025 N. Lindbergh Drive, Peoria, IL 61615

NOTE: All signatures shall be acknowledged by a notary public.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On May 10th, 2023 before me, Daniel A. Butler, A Notary Public
(Here insert name and title of the officer),

personally appeared Jose Carvajal,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

TUS5 DANIEL A. BUTLER
Commission # 2402807
Notary Public - California
Los Angeles County
My Comm. Expires May 2, 2026 TUS5

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ARIZONA NOTARY ACKNOWLEDGMENT

State of Arizona

County of Maricopa }

On this MAY 0 5 2023, before me Danielle Hanson
[Name of Notary Public]

personally appeared Emilie George, whose identity was proven
[Name of Signer]

to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Witness my hand and official seal.

DANIELLE IRIS HANSON
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 568523
MY COMMISSION EXPIRES
AUGUST 11, 2023

(Seal)
[Affix Seal Here]

Signature of Notary Public

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Yung T. Mullick, James W. Moilanen, P. Austin Neff, Irene Luong, Emilie George, Danielle Hanson, Christine Woolford, Alexander R. Holsheimer, jointly or severally

in the City of Mission Viejo, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of February, 2023.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of February, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Geiger
Catherine D. Geiger — Notary Public

CATHERINE D. GEIGER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
December 05, 2026

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 5th day of May, 2023.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

0456659020212

PROPOSAL GUARANTEE

N/A

CERTIFIED CHECK or CASHIER'S CHECK

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of _____ ($ _____) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **FY 22-23 Concrete Improvements Project including Sidewalks, Curb & Gutters, and Bus Pads Specification No. 2022-011** ("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

--END OF SECTION--

City Council Staff Report

DATE: June 7, 2023

AGENDA ITEM NO: Consent Calendar - 3F

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Resolution Identifying a Public Works Street Maintenance Project to be Included in the FY 2023-24 Budget and Funded by Senate Bill 1: The Road Repair and Accountability Act of 2017

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution identifying a street maintenance project to be included in the FY 2023-24 budget and funded with Road Maintenance and Rehabilitation Act (RMRA) funds, in a form approved by the City Attorney; and
2. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 addresses the significant multi-modal transportation funding shortfall statewide. As of November 2017, portions of SB1 revenues are deposited into a Road Maintenance and Rehabilitation Account (RMRA) and made available to eligible cities and counties, which must comply with RMRA funding requirements as determined by the California Transportation Commission (CTC).

RMRA funds made available for the Local Streets and Roads Funding Program are prioritized for expenditure on basic road maintenance and rehabilitation projects, and on critical safety projects. The CTC provided a number of example projects and uses for RMRA funding that includes, but are not limited to, the following: Road Maintenance and Rehabilitation, Safety Projects, Railroad Grade Separations, Complete Streets Components (including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project), and Traffic Control Devices.

BACKGROUND:

The most recent State estimates for FY 2023-24 project Monterey Park will receive $1,556,219 in RMRA funds. In order to be eligible to receive these funds, agencies must submit a proposed project list to the CTC by July 1, 2023, along with budget support documentation including the council meeting minutes and/or resolution of the City Council committing to the project list. This year, project lists are due July 1, 2023.

The proposed capital improvement project includes the resurfacing of various local streets as identified in the City's Pavement Management Study, listed in the resolution. Staff

reviewed the study and selected those street segments that would most benefit from a rehabilitation project based on their current conditions. Once the resolution is adopted and submitted, staff may begin the design. Once plans and specifications are complete construction of the project may be expected in the Fall 2023 -Spring of 2024. Rehabilitation primarily consists of grinding and overlay of the roadway surface with asphalt concrete and asphalt rubber hot mix.

FISCAL IMPACT:

As the City's budget process for FY 2023-24 is now underway, the adoption of the resolution to include the capital improvement project in the upcoming budget and funded with RMRA funds will allow the City to receive the RMRA funding for street rehabilitation projects, and help the City improve the overall quality of the roadway system.

Respectfully prepared & 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:
1. Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO.

A RESOLUTION IDENTIFYING A STREET MAINTENANCE PROJECT TO BE INCLUDED IN THE FY 2023-24 BUDGET AND FUNDED BY SENATE BILL 1: ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1. The City Council finds as follows:

A. The Road Repair and Accountability Act of 2017 was adopted to address the significant multi-modal transportation funding shortfalls statewide.

B. The includes accountability and transparency provisions that will ensure the residents of the City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year.

C. The City must adopt, by resolution, a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by the Act, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

D. The City will receive an estimated $1,556,219 in RMRA funding in Fiscal Year 2023-24.

E. This is the seventh year in which the City is receiving such funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without the Act.

F. The City used a Pavement Management Program to help develop the RMRA project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment.

G. The funding from the Act will help the City maintain and rehabilitate its streets throughout the City this year and several similar projects into the future. This revenue will help the City increase the overall quality of our road system over the next decade.

H. Cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to

work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network.

I. The project list and overall investment in the City's local streets and roads infrastructure with a focus on basic maintenance and safety and investing in complete streets infrastructure will have significant positive co-benefits statewide.

SECTION 2. The Adopted Budget for fiscal year 2023-2024 will incorporate the following project planned to be funded with Road Maintenance and Rehabilitation Account revenues:

Project: Various Street Rehabilitation

Description: Cold mill asphalt concrete pavement and construct conventional and rubberized asphalt concrete overlay on various local streets. Work includes but is not limited to asphalt grind and overlay, and striping.

Location: South Garfield Avenue, West Gleason Street, Browning Place, East Markland Drive.

Estimated Useful Life: 15-20 years

Est. Year of Construction/ Completion: Fiscal Year 2023-2024

SECTION 3. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 4. 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 5. The City Clerk is directed to certify the adoption of this Resolution.

SECTION 6. To the extent that any other resolution is incorporated into this Resolution, it is superseded or amended in its entirety.

SECTION 7. This Resolution takes effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 7th of June 2023.

_____
Jose Sanchez, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: June 7, 2023

AGENDA ITEM NO: Consent Calendar - 3G

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Purchase of Parts and Materials for Pipelines

RECOMMENDATION:

It is recommended that the City Council consider:

1. Awarding three-year contracts to five vendors: Core & Main, LP, S & J Supply Co., Inc., SoCal Compton Pipe Supply, United Water Works and Western Water Works Supply Co., in a form approved by the City Attorney, for a combined total not to exceed $500,000, annually, for the purchase of pipe supplies and related parts for the Water Division; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Water Division purchases various pipe supplies and parts to maintain the City's water pipelines. Staff has solicited pricing from local vendors and requests that City Council award contracts to all five companies: Core & Main, LP, S & J Supply Co., Inc., SoCal Compton Pipe Supply, United Water Works and Western Water Works Supply Co. for the purchase of parts and materials. The contracts will have a term of three-years and a combined total not to exceed $500,000 annually.

BACKGROUND:

The Public Works Water Division expends between $300,000 to $500,000 annually on water supplies such as pipes, valves and related parts for repair services and new or upgrade installations. City employees install the parts and materials. In April 2023, staff solicited pricing for commonly used parts that are categorized by the diameter of the pipe part (e.g., 3/4" to 12"). Five suppliers responded to the bid: Core & Main LP, SoCal Compton, S&J Supply Co., Inc., United Water Works, Inc. and Western Water Works Supply Co.

A summary of their costs is provided in Attachment 1. Vendors set up contracts with manufacturers to distribute their parts and sometimes vendors are not able to supply parts for all manufacturers. United does not distribute Mueller parts so the highest cost for that particular item - among the four other vendors - is entered into its cost proposal. This was done in order to be able to compare total costs among the five companies.

Normally the award of contract is to the lowest bidder however for the purchase of annual pipe supplies, vendors will not hold pricing for more than 60 days due to market and supply chain issues. It is important to note that the vendor that proposes the lowest total cost based on the full list of parts may not provide the City with the most cost savings as the actual parts to be purchased will depend on the repair/installation projects that arise during the course of the year. Each of the five vendors has quoted the lowest price for at least one part listed in the summary table in Attachment 1 (*as indicated in italics)*. In addition, smaller companies with lower overhead costs can propose lower costs but may require additional time to obtain items that are not stocked in their warehouses: This delay could be detrimental to emergency projects such as watermain break repairs.

Staff has purchased parts and supplies from each of the five vendors in the past depending upon the lowest quote and/or delivery time. The request in this staff report to award annual contracts will allow the City to purchase pipe supplies for a project as needed.

Because the vendor's circumstances with warehouse inventory, contractual relationships with manufacturers and delivery options can impact its ability to provide certain parts in a timely manner, contracts with all five vendors will ensure that parts are available when needed. Staff is requesting the award of contracts to all five vendors: Core & Main, LP, S & J Supply Co., Inc., SoCal Compton Pipe Supply, United Water Works and Western Water Works Supply Co.

FISCAL IMPACT:

The FY2023 budget includes funds for parts and materials for pipelines. The funding source for the purchase of these supplies is water operations funds (401) and water treatment funds (402).

Respectfully submitted by:

Shawn Igoe
Director of Public Works

Prepared by:

George Noriega
Water Operations Supervisor

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

Attachments:

1. Cost Proposal Summary

ATTACHMENT 1
Cost Proposal Summary

2023 PIPE SUPPLIES PRICING SUMMARY TABLE Core & Main

	REPAIRS		
A	Totals 3/4" Parts		$ 3,781.75
B	Totals 1" Parts		$ 5,106.45
C	Totals 2" Parts		$ 15,983.95
D	Totals 4" Parts		$ 38,429.45
E	Totals 6" Parts		$ 56,852.95
	Repairs Total	1	**$ 120,154.55**
	NEW INSTALLATIONS/UPGRADES		
F	Totals 8" Parts		$ 46,088.10
G	Totals 10" Parts		$ 64,691.40
H	Totals 12" Parts		$ 77,641.10
	New Installations/Upgrades Total	1	**$ 188,420.60**

A	**3/4" Parts**	**Units**	**Qty**	**Unit $**	**Extended $**
1	3/4" Copper Tubing - 60' Roll of (Type K) $/foot	Feet	360	$8.33	$2,998.80
2	3/4" P.J. x C.C. Corp Stop	ea	5	$63.28	$316.40
3	3/4" F.I.P. Angle Stops	ea	5	*$38.79*	$193.95
4	3/4" 90 Elbow P.J. x M.I.P.	ea	5	$30.06	$150.30
5	3/4" P.J. Couplings - Compression	ea	5	$24.46	$122.30
	Subtotal	**'4" Parts**			**$3,781.75**

B	**1" Parts**	**Units**	**Qty**		
1	1" Copper Tubing - 60' Roll of Type K	Feet	360	$11.05	$3,978.00
2	1" P.J. x C.C. Corp Stop	ea	5	$83.25	$416.25
3	1" F.I.P. Angle Stops	ea	5	*$59.38*	$296.90
4	1" x 6" Stainless Steel Repair Band for Copper	ea	5	*$56.38*	$281.90
5	1" P.J. Couplings - Compression	ea	5	$26.68	$133.40
	Subtotal	**1" Parts**			**$5,106.45**

C	**2" Parts**	**Units**	**Qty**		
1	2" Copper Tubing	ea	360	$33.88	$12,196.80
2	2" Ball Valve M.I.P x F.I.P.	ea	5	$293.90	$1,469.50
3	2" x 6" Stainless Steel Repair Band for Copper	ea	5	*$59.09*	$295.45
4	2" P.J. Angle Stops	ea	5	*$277.42*	$1,387.10
5	2" P.J. x 2" P.J. Couplings	ea	5	$127.02	$635.10
	Subtotal	**2" Parts**			**$15,983.95**

D	**4" Parts**	**Units**	**Qty**		
1	4" D.I.P. Class 52	Feet	360	$38.25	$13,770.00
2	4" D.I.P. Class 350	Feet	360	*$36.24*	$13,046.40
3	4" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$167.40	$837.00
5	4" Flange x Flange Gate Valve - Mueller	ea	5	*$671.58*	$3,357.90
6	4" Flange x Flange Gate Valve - Clow	ea	5	$845.32	$4,226.60
7	4" Flange x Flange Tee	ea	5	$238.24	$1,191.20
8	4" x 12" Stainless Steel Repair Band O.D. 4.74-5.14	ea	5	*$146.39*	$731.95
9	4" x 4" Stainless Steel Tapping sleeve for C.I.P., D.I.P.,A.C.I	ea	5	*$253.68*	$1,268.40
	Subtotal	**4" Parts**			**$38,429.45**

E	**6" Parts**	**Units**	**Qty**

1	6" D.I.P. Class 52	Feet	360	$29.40	$10,584.00
2	6" D.I.P. Class 350	Feet	360	*$24.77*	$8,917.20
4	6" Flange x Flange Gate Valve - Mueller	ea	5	$897.76	$4,488.80
5	6" Flange x Flange Gate Valve - Clow	ea	5	$1,129.53	$5,647.65
6	6" Flex Couplings for D.I.P to C.I.P.	ea	5	*$181.95*	$909.75
7	6" x 12" Stainless Steel Repair Band O.D. 6.84-7.24	ea	5	*$164.64*	$823.20
8	Jones 3700 6 Bolt Pattern Fire Hydrant	ea	5	$4,337.89	$21,689.45
9	6" x 12" Break away F.H. Spool - 6 Hole	ea	5	$180.83	$904.15
10	6" x 36" 6 Bolt Pattern x M.J. Fire Hydrant Bury	ea	5	$391.58	$1,957.90
11	6" x 12" Solid F.H. Spool - 6 Hole	ea	5	$180.83	$904.15
12	6" Break Away Bolt Kits	ea	5	*$5.34*	$26.70
	Subtotal	**6" Parts**			**$56,852.95**

F	**8" Parts**	**Units**	**Qty**		
1	8" D.I.P. Class 52	Feet	360	$41.49	$14,936.40
2	8" D.I.P. Class 350	Feet	360	*$32.62*	$11,743.20
3	8" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$220.47	$1,102.35
5	8" Flange x Flange Gate Valve - Mueller	ea	5	$1,402.92	$7,014.60
6	8" Flange x Flange Gate Valve - Clow	ea	5	$1,765.71	$8,828.55
7	8" Flange x Flange Tee	ea	5	$492.60	$2,463.00
	Subtotal	**8" Parts**			**$46,088.10**

G	**10" Parts**	**Units**	**Qty**		
1	10" D.I.P. Class 52	Feet	360	$54.38	$19,576.80
2	10" D.I.P. Class 350	Feet	360	$41.09	$14,792.40
3	10" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	ea	5	$280.87	$1,404.35
6	10" Flange x Flange Gate Valve - Mueller	ea	5	$2,229.39	$11,146.95
7	10" Flange x Flange Gate Valve - Clow	ea	5	$2,805.59	$14,027.95
8	10" Flange x Flange Tee	ea	5	$748.59	$3,742.95
	Subtotal	**.0" Parts**			**$64,691.40**

H	**12" Parts**	**Units**	**Qty**		
1	12" D.I.P. Class 52	ea	360	$66.99	$24,116.40
2	12" D.I.P. Class 350	ea	360	*$49.99*	$17,996.40
3	12" x 2" C.C. Brass Saddle Double Strap For D.I.P.-C.I.P.	Feet	5	$320.05	$1,600.25
6	12" Flange x Flange Gate Valve - Mueller	ea	5	$2,691.66	$13,458.30
7	12" Flange x Flange Gate Valve - Clow	ea	5	$3,387.85	$16,939.25
8	12" M.J. x Flange Tee	ea	5	$706.10	$3,530.50
	Subtotal	**.2" Parts**			**$77,641.10**

So Cal Compton		S & J Supply		United		Western	
	$ 3,543.70		$ 3,519.75		$ 3,224.20		$ 3,652.00
	$ 5,135.50		$ 4,941.00		$ 4,515.15		$ 5,181.00
	$ 15,419.30		$ 14,476.45		$ 13,457.70		$ 15,359.00
	$ 42,745.85		$ 45,251.05		$ 41,438.20		$ 48,280.00
	$ 58,853.75		$ 60,295.65		$ 57,670.05		$ 60,541.00
3	**$ 125,698.10**		**$ 128,483.90**	2	**$ 120,305.30**		**$ 133,013.00**
	$ 47,295.85		$ 51,423.75		$ 46,142.45		$ 55,260.50
	$ 65,597.30		$ 71,002.00		$ 64,100.85		$ 76,402.50
	$ 80,343.75		$ 87,044.35		$ 78,521.55		$ 93,715.50
3	**$ 193,236.90**		**$ 209,470.10**	2	**$ 188,764.85**		**$ 225,378.50**

Unit $	**Extended $**	**Unit $**	**Extended $**	**Unit $**	**Extended $**	**Unit $**	**Extended $**
$7.07	$2,545.20	$7.15	$2,574.00	*$6.32*	$2,275.20	$7.00	$2,520.00
$71.70	$358.50	*$60.50*	$302.50	$60.95	$304.75	$79.40	$397.00
$102.32	$511.60	$85.15	$425.75	$86.95	$434.75	$97.40	$487.00
$12.16	$60.80	$20.05	$100.25	$18.90	$94.50	$22.80	$114.00
$13.52	$67.60	$23.45	$117.25	$23.00	$115.00	$26.80	$134.00
	$3,543.70		**$3,519.75**		**$3,224.20**		**$3,652.00**
$9.38	$3,376.80	$9.48	$3,412.80	*$8.39*	$3,020.40	$9.20	$3,312.00
$94.28	$471.40	*$80.08*	$400.40	$80.15	$400.75	$91.10	$455.50
$154.16	$770.80	$128.24	$641.20	$131.00	$655.00	$146.70	$733.50
$72.36	$361.80	$71.55	$357.75	$61.50	$307.50	$106.80	$534.00
$30.94	$154.70	*$25.77*	$128.85	$26.30	$131.50	$29.20	$146.00
	$5,135.50		**$4,941.00**		**$4,515.15**		**$5,181.00**
$27.07	$9,745.20	$28.08	$10,108.80	*$24.87*	$8,953.20	$27.30	$9,828.00
$424.20	$2,121.00	*$281.15*	$1,405.75	$297.00	$1,485.00	$406.60	$2,033.00
$76.58	$382.90	$78.76	$393.80	$65.05	$325.25	$112.40	$562.00
$494.23	$2,471.15	$392.10	$1,960.50	$420.00	$2,100.00	$448.20	$2,241.00
$139.81	$699.05	$121.52	$607.60	*$118.85*	$594.25	$139.00	$695.00
	$15,419.30		**$14,476.45**		**$13,457.70**		**$15,359.00**
$38.24	$13,766.40	$43.02	$15,487.20	*$37.01*	$13,323.60	$45.90	$16,524.00
$38.24	$13,766.40	$43.02	$15,487.20	$37.01	$13,323.60	$45.90	$16,524.00
$165.36	$826.80	$149.10	$745.50	*$140.50*	$702.50	$170.70	$853.50
$863.41	$4,317.05	$676.60	$3,383.00	$866.60	$4,333.00	$866.60	$4,333.00
$725.00	$3,625.00	$904.55	$4,522.75	*$722.85*	$3,614.25	$941.20	$4,706.00
$222.50	$1,112.50	$239.80	$1,199.00	*$209.50*	$1,047.50	$240.80	$1,204.00
$185.83	$929.15	$171.00	$855.00	$193.50	$967.50	$176.00	$880.00
$880.51	$4,402.55	$714.28	$3,571.40	$825.25	$4,126.25	$651.10	$3,255.50
	$42,745.85		**$45,251.05**		**$41,438.20**		**$48,280.00**

$29.40	$10,584.00	$33.10	$11,916.00	*$28.45*	$10,242.00	$35.30	$12,708.00
$26.14	$9,410.40	$29.45	$10,602.00	$25.30	$9,108.00	$31.40	$11,304.00
$1,154.21	$5,771.05	*$868.38*	$4,341.90	$1,158.50	$5,792.50	$1,158.50	$5,792.50
$968.75	$4,843.75	$1,327.19	$6,635.95	*$965.90*	$4,829.50	$1,249.20	$6,246.00
$272.50	$1,362.50	$415.50	$2,077.50	$236.50	$1,182.50	$198.10	$990.50
$198.81	$994.05	$186.05	$930.25	$172.50	$862.50	$211.70	$1,058.50
$4,461.36	$22,306.80	$3,969.26	$19,846.30	$4,461.36	$22,306.80	*$3,730.60*	$18,653.00
$159.76	$798.80	$177.50	$887.50	*$151.25*	$756.25	$175.80	$879.00
$378.34	$1,891.70	$418.75	$2,093.75	*$358.00*	$1,790.00	$391.70	$1,958.50
$159.76	$798.80	$181.25	$906.25	*$151.25*	$756.25	$175.80	$879.00
$18.38	$91.90	$11.65	$58.25	$8.75	$43.75	$14.40	$72.00
	$58,853.75		**$60,295.65**		**$57,670.05**		**$60,541.00**

$41.49	$14,936.40	$46.68	$16,804.80	*$40.15*	$14,454.00	$49.80	$17,928.00
$34.42	$12,391.20	$38.74	$13,946.40	$33.32	$11,995.20	$41.40	$14,904.00
$217.62	$1,088.10	$196.56	$982.80	*$184.95*	$924.75	$224.80	$1,124.00
$1,803.65	$9,018.25	*$1,357.00*	$6,785.00	$1,810.30	$9,051.50	$1,810.30	$9,051.50
$1,514.38	$7,571.90	$2,074.70	$10,373.50	*$1,509.90*	$7,549.50	$1,952.70	$9,763.50
$458.00	$2,290.00	$506.25	$2,531.25	*$433.50*	$2,167.50	$497.90	$2,489.50
	$47,295.85		**$51,423.75**		**$46,142.45**		**$55,260.50**

$54.38	$19,576.80	$61.15	$22,014.00	*$52.60*	$18,936.00	$65.30	$23,508.00
$41.09	$14,792.40	$46.23	$16,642.80	*$39.76*	$14,313.60	$49.40	$17,784.00
$277.46	$1,387.30	$250.32	$1,251.60	*$235.80*	$1,179.00	$286.30	$1,431.50
$2,865.91	$14,329.55	*$2,156.56*	$10,782.80	$2,876.80	$14,384.00	$2,876.80	$14,384.00
$2,406.25	$12,031.25	$3,296.56	$16,482.80	*$2,399.15*	$11,995.75	$3,102.40	$15,512.00
$696.00	$3,480.00	$765.60	$3,828.00	*$658.50*	$3,292.50	$756.60	$3,783.00
	$65,597.30		**$71,002.00**		**$64,100.85**		**$76,402.50**

$68.48	$24,652.80	$77.00	$27,720.00	*$66.23*	$23,842.80	$82.20	$29,592.00
$52.77	$18,997.20	$59.35	$21,366.00	$51.05	$18,378.00	$63.40	$22,824.00
$316.12	$1,580.60	$284.36	$1,421.80	*$268.65*	$1,343.25	$326.30	$1,631.50
$3,460.50	$17,302.50	*$2,603.56*	$13,017.80	$3,473.30	$17,366.50	$3,473.30	$17,366.50
$2,905.63	$14,528.15	$3,981.25	$19,906.25	*$2,897.00*	$14,485.00	$3,746.60	$18,733.00
$656.50	$3,282.50	$722.50	$3,612.50	*$621.20*	$3,106.00	$713.70	$3,568.50
	$80,343.75		**$87,044.35**		**$78,521.55**		**$93,715.50**

City Council Staff Report

DATE: June 7, 2023

AGENDA ITEM NO: Consent Calendar - 3H

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: 2022-23 Street Rehabilitation at Various Locations Project – Award of Contract

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with All American Asphalt of Corona, CA in the contract amount of $6,865,699 for the 2022-23 Street Rehabilitation at Various Locations Project;
2. Authorizing the Director of Public Works to approve change orders and contingency up to $1,029,855, or 15% of the contract amount for a total project cost of $7,895,554;
3. Accepting and appropriating anticipated reimbursement from the City of Rosemead in the amount of $152,095 for costs related to their portion of work on New Avenue to the Capital Improvement Project No. 96031 budget; and
4. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY

Per Resolution No. 2022-R32, the Public Works Director solicited bids for the 2022-23 Street Rehabilitation at Various Locations project, Capital Improvement Project No. 96031. The public bid opening for the 2022-23 Street Rehabilitation at Various Locations Project was held on March 28, 2023. Three bids were received: All American Asphalt, Excel Paving Company, and Hardy & Harper, Inc.

One of the streets included in the project, New Avenue, is a shared street with the City of Rosemead. The City of Rosemead will be reimbursing the City of Monterey Park for costs associated with their portion of the street. The reimbursement is estimated at $152,095.05 and includes costs for road improvements and project management.

Staff recommends that the City Council authorize the City Manager to execute a contract with All American Asphalt, the lowest responsible bidder, for the 2022-23 Street

Rehabilitation at Various Locations Project in the amount of $6,865,699 plus 15% contingency.

BACKGROUND

On June 1, 2022, City Council approved Resolution No. 2022-R38 adding the 2022 Street Rehabilitation project to the FY22-23 budget to be funded by Street Bond Fund 601. The project involves the rehabilitation of the following streets:

STREET SEGMENT		
Street	**From**	**To**
Alhambra Avenue	Garvey Avenue	Newmark Avenue
Alhambra Avenue	Garvey Avenue	Emerson Avenue
Baltimore Avenue	Hellman Avenue	Emerson Avenue
Chandler Avenue	Hellman Avenue	Emerson Avenue
Edgely Drive	Nicholson Avenue	Alhambra Avenue
Elizabeth Avenue	Garvey Avenue	Emerson Avenue
Emerson Avenue	Nicholson Avenue	Alhambra Avenue
Everett Avenue	Garvey Avenue	Edgley Drive
Everett Avenue	Peach Street	Graves Avenue
Florence Avenue	Garvey Avenue	Emerson Avenue
Garcelon Avenue	Garfield Avenue	Ynez Avenue
Gladys Avenue	Garvey Avenue	Emerson Avenue
Graves Avenue	Grandridge Avenue	El Mercado Avenue
Hampton Avenue	Ynez Avenue	Baltimore Avenue
Huntington Avenue	Hellman Avenue	Emerson Avenue
Huntington Avenue	Emerson Avenue	Garvey Avenue
Lamont Drive	Cecil Street	End
Mabel Avenue	Orange Avenue	End
Moore Avenue	Emerson Avenue	Hellman Avenue
New Avenue	Newmark Avenue	Garvey Avenue
Nicholson Avenue	Newmark Avenue	Garvey Avenue
Nicholson Avenue	Garvey Avenue	Hellman Avenue
Orange Avenue	Graves Avenue	Emerson Avenue

Park Avenue	Mc Pherrin Avenue	Ynez Avenue
Peach Street	Alhambra Avenue	End
Pomelo Avenue	Graves Avenue	Mooney Drive
Roselyn Place	Garfield Avenue	Ramona Avenue
Rural Dr	Edgley Dr	Garvey Ave
Rural Dr	Garvey Ave	Emerson Ave
Russell Avenue	Graves Avenue	Newmark Avenue
Russell Avenue	Newmark Avenue	Garvey Avenue
Sefton Avenue	Edgley Drive	Garvey Avenue
Sefton Avenue	Graves Avenue	Newmark Avenue
Sierra Vista Street	Garvey Avenue	Emerson Avenue
Sierra Vista Street	Edgley Drive	Garvey Avennue
Susan Way	Lincoln Avenue	End
Villa Montes Avenue	Graves Avenue	End
Ynez Avenue	Harding Avenue	Newmark Avenue
Ynez Avenue	Graves Avenue	Harding Avenue

One of the streets listed in the table, New Avenue, is a shared street with the City of Rosemead. On May 9, 2023, the City of Rosemead City Council approved a reimbursement agreement with City of Monterey Park for the rehabilitation of New Avenue. The City of Monterey Park will be receiving approximately $152,095.05 as reimbursement for improvements along New Avenue and will be the lead agency providing project management.

The work for the entire project includes cold milling and removal of the existing asphalt pavement and constructing a rubberized asphalt overlay, adjusting utility covers to grade; constructing new ADA curb ramps; replacing traffic loop detectors, restoring traffic striping and pavement markings; and providing and maintaining traffic control during construction.

The public works bid was opened on March 28, 2023, and includes the following three bids:

RANK	BIDDER	BASE BID AMOUNT
1	All American Asphalt	$ 6,644,222.00
2	Excel Paving Company	$ 6,753,623.52
3	Hardy & Harper, Inc.	$ 7,035,000.00

The bid submitted by All American Asphalt, is the lowest responsive bid from a responsible bidder. All American Asphalt license was verified with the California State Contractor's License Board to be current, active and in good standing. Registration with the California Department of Industrial Relations (DIR) was verified. Staff also checked the contractor's references and received positive feedback.

FISCAL IMPACT

Funds for Phase 1 and Phase 2 of the Street Rehabilitation Bond project were budgeted in the FY22-23 Capital Improvement Project (CIP) as Project No. 96031. Phase 1 is anticipated to be complete by June 2023. The total estimated project cost for Phase 2 is $8,582,124 including 15% contingency, construction management, and inspection. The City of Rosemead will reimburse the City of Monterey Park an estimated $152,095 for costs related to their portion of work on New Avenue. Project 96031 has an available balance of $3,839,498 for FY 22-23. Due to increased costs in construction and material, the bids received for Phase 1 and 2 exceeded original budget estimates. Additional funding for Phase 2 of this project is included in the proposed budget for FY 23-24.

CIP #96031 – 2022-22 Street Rehabilitation at Various Locations – Phase 2	
Base Bid	$6,865,699
Contingency (15%)	$1,029,855
Project/Construction Management/Inspection (10%)	$686,570
Total Estimated Project Cost	$8,582,124
Project Budget	$8,582,124

Respectfully submitted and prepared by:

Shawn Igoe
Director of Public Works

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS

1. All American Asphalt Proposal
2. City of Rosemead Staff Report May 09, 2023 - Reimbursement with City of Monterey Park

ATTACHMENT 1
All American Asphalt Proposal

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: All American Asphalt

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

BID SCHEDULE

For 2022-2023 Street Rehabilitation at Various Locations, Specification No. 2022-017

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Remove existing pavement to 5" depth. Existing depth of asphalt concrete, subbase, and subgrade varies by location. Contractor shall remove portion of AC, subbase, or native material to 5" depth as part of this work, full width of street , complete and in place (including removal/re-compaction of exposed base or native). Work locations are shown on Appendix 4. Location Index, Project Group C.	189,992	SF	$ .99	$ 188092.08
2	Remove existing pavement to 2.5" depth. Existing depth of asphalt concrete, subbase, and subgrade varies by location. Contractor shall remove portion of AC, subbase, or native material to 2.5" depth as part of this work, full width of street , complete and in place (including removal/re-compaction of exposed base or native). Work locations are shown on Appendix 4. Location Index, Project Group B.	646,606	SF	$ .44	$ 284506.64
3	Cold Mill Existing Asphalt Pavement, 1.5" deep as shown on Appendix 4. Location Index, Detail A. Work locations are shown on Appendix 4. Location Index, Project Group Method A.	859,936	SF	$ .33	$ 283778.88
4	Furnish and install 1.5" thick (ARHM) asphalt rubberized hot mix complete and in place.	15,709	TON	$ 138	$ 2167842.00
5	Furnish and install 3.5" thick asphalt concrete AC Type B level Course as shown on Appendix 4. Location Index, Detail C.	4,105	TON	$105	$ 431025
6	Furnish and install 2.5" thick asphalt concrete AC Type B level Course including tapering from 1" at gutter edge to 2.5" at 5' from gutter edge as shown on Appendix 4. Location Index, Detail B.	9,033	TON	$ 105	$ 948465
7	Furnish and install 1.5" thick asphalt concrete AC Type B level Course including tapering from 0" at gutter edge to 1.5" at 5' from gutter edge as shown on Appendix 4. Location Index, Detail A.	6,742	TON	$ 105	$ 707910
8	Adjust manhole covers to grade, complete and in place.	146	EA	$ 1200	$ 175200
9	Adjust water valves to grade, complete and in place.	173	EA	$ 900	$ 155700

BID SCHEDULE
For 2022-2023 Street Rehabilitation at Various Locations, Specification No. 2022-017

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
10	Remove existing curb and gutter and replace with SPPWC Standard A2-8 PCC Curb and Gutter complete and in place.	268	LF	$ 100	$ 26800
11	Construct PCC ADA ramps per SPPWC Standard Plan No. 111-5.	166	EA	$ 6986.95	$ 1159833.70
12	Construct PCC Sidewalk, 4" thick per SPPWC Std. Plan No. 112-2.	1,480	SF	$ 13	$ 19240
13	Install STOP Pavement Marking per Caltrans Standard Plan No. A24D.	87	EA	$ 260	$ 22620.00
14	Install Limit Line/Stop Bar per Caltrans Standard Plan A24E.	75	EA	$ 95	$ 7125
15	Install Double Yellow No Passing Zone per Caltrans Standard Plan A20A Detail 22 including Type D RPMs.	3,830	LF	$ 1.95	$ 7468.50
16	Install Yellow Center Line/Skip Line per Caltrans Standard. A20A Detail 2.	10,781	LF	$ 1.40	$ 15093.40
17	Install Bike Lane Line and Intersection Bike Lane Line per Caltrans Standard Plan A20D Detail 39 and 39A respectively. (4-feet bike lane)	7,400	LF	$ 1.95	$ 14430
18	Install Bike Lane Symbol with Person and Bike Lane Arrow per Caltrans Standard Plan A24A.	8	EA	$ 170	$ 1360
19	Install Channelizing Line per Caltrans Standard Plan A20D Detail 38A.	258	LF	$ 1.70	$ 438
20	Install Thermoplastic High Visibility Yellow/White Basic Crosswalk per Caltrans Standard Plan A24F.	7	EA	$ 1060.00	$ 7420
21	Install Thermoplastic High Visibility Yellow/White Diagonal Crosswalk per Caltrans Standard Plan A24F.	1	EA	$ 1560.20	$ 1560.20
22	Install Type IV(L) and Type IV(R) Arrow per Caltrans Standard Plan A24A.	12	EA	$ 110	$ 1320
23	Install "25 MPH" markings per Caltrans Standard Plan A24C and A24D respectively.	2	EA	$ 335	$ 670
24	Install 45° Diagonal Parking Stall per SPPWC Standard 180-0 (including existing loading zone).	34	EA	$50	$ 50

BID SCHEDULE For 2022-2023 Street Rehabilitation at Various Locations, Specification No. 2022-017					
No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
25	Furnish and install Traffic Loop Detection, complete and in place.	12	EA	$ 450	$ 5400
				BASE BID SCHEDULE A	$ 6,634,999.00
1	Install yellow ladder striped crosswalk at the north leg of the intersection of Graves Avenue and New Avenue. Install 10' wide crosswalk in order to maintain existing striping. See Appendix 7. Graves Avenue at New Avenue Improvements	1	LS	$ 1570	$ 1570
2	Remove and reinstall stop pavement line 4' from new crosswalk and add new stop pavement legends before the proposed crosswalk for SB New Avenue traffic before entering the intersection of Graves Avenue and New Avenue. See Appendix 7. Graves Avenue at New Avenue Improvements	1	LS	$ 950	$ 950
3	Remove and replace existing stop sign with new 36"x36" STOP sign (R1-1) at New Avenue and Graves Avenue for SB direction. Install ALL-WAY plaque (R1-3P) and red reflective post on stop sign located at New Avenue and Graves Avenue. See Appendix 7. Graves Avenue at New Avenue Improvements, Detail 1.	1	LS	$ 850	$ 850
4	Install ALL-WAY stop control with stop signs, stop bars, and stop pavement legends on Graves Avenue for EB and WB directions. Add ALL-WAY plaque (R1-3P) beneath each new stop sign. See Appendix 7. Graves Avenue at New Avenue Improvements, Detail 2.	1	LS	$ 1600	$ 1600
5	Install red reflective strips on each stop sign pole in all directions (EB,WB, and SB). For the first month after installation, add red flags to the new stop signs on EB and WB Graves Avenue at New Avenue. See Appendix 7. Graves Avenue at New Avenue Improvements ,Detail 2.	1	LS	$ 170	$ 170
6	Remove one "Left Turn Arrow" and 5' of the center yellow line for EB traffic and install new STOP bar and STOP pavement legends in both EB lanes. See Appendix 7. Graves Avenue at New Avenue Improvements.	1	LS	$ 1693	$ 1693

BID SCHEDULE
For 2022-2023 Street Rehabilitation at Various Locations, Specification No. 2022-017

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
7	Install 20-ft of red curb on the north side of Graves Avenue at New Avenue (NE Corner) at intersection with New Avenue. See Appendix 7. Graves Avenue at New Avenue Improvements	1	LS	$ 220	$ 220
8	Install "STOP AHEAD" signage (W3-1) ahead of the intersection at New Avenue and Graves Avenue. Install EB sign approximately 160-ft west of the intersection and the WB sign approximately 200-ft east of the intersection at Graves Avenue and New Avenue. These new signs should not block existing windows at resident's homes. Refer to Appendix 7. Graves Avenue at New Avenue Improvements, Detail 3.	1	LS	$ 1000.00	$ 1000.00
9	Install new stop ahead pavement legends opposite the STOP ahead signs on Graves Avenue for both directions. See Appendix 7. Graves Avenue at New Avenue Improvements.	1	LS	$1,170 ~~$ 11700.00~~	$1,170 ~~$ 11700.00~~
				BASE BID SCHEDULE B	$ 9,223
TOTAL BASE BID AMOUNT IN NUMBERS (BASE BID SCHEDULE A + BASE BID SCHEDULE B)					~~$6,634,999.00~~
TOTAL BASE BID AMOUNT IN WORDS:					$6,644,222.00

SIX MILLION SIX HUNDRED THIRTY FOUR THOUSAND NINE HUNDRED NINTEY NINE

The award of Contract shall be based on the TOTAL BASE BID AMOUNT.	
In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.	

The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

OPTIONAL BID SCHEDULE

For 2022-2023 Street Rehabilitation at Various Locations, Specification No. 2022-017

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Remove existing pavement to 2.5" depth. Existing depth of asphalt concrete, subbase, and subgrade varies by location. Contractor shall remove portion of AC, subbase, or native material to 2.5" depth as part of this work, full width of street , complete and in place (including removal/re-compaction of exposed base or native). Work locations are shown on Appendix 4. Location Index, Project Group B.	52,475	SF	$.44	$ 23089.00
2	Furnish and install 1.5" thick (ARHM) asphalt rubberized hot mix complete and in place.	510	TON	$ 138.00	$ 70380.00
3	Furnish and install 2.5" thick asphalt concrete AC Type B level Course including tapering from 1" at gutter edge to 2.5" at 5' from gutter edge as shown on Appendix 4. Location Index, Detail B.	801	TON	$ 105.00	$ 84105.00
4	Adjust manhole covers to grade, complete and in place.	8	EA	$1200.00	$ 9600.00
5	Adjust water valves to grade, complete and in place.	13	EA	$ 900.00	$ 11700.00
6	Remove existing curb and gutter and replace with SPPWC Standard A2-8 PCC Curb and Gutter complete and in place.	15	LF	$ 100.00	$ 1500.00
7	Install Limit Line/Stop Bar per Caltrans Standard Plan A24E.	1	EA	$ 560.00	$ 560.00
8	Install Double Yellow No Passing Zone per Caltrans Standard Plan A20A Detail 22 including Type D RPMs.	538	LF	$ 3.00	$ 636.00

OPTIONAL BID SCHEDULE
For 2022-2023 Street Rehabilitation at Various Locations, Specification No. 2022-017

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
9	Install Yellow Center Line/Skip Line per Caltrans Standard. A20A Detail 2.	282	LF	$ 2.00	$ 564.00
10	Install Channelizing Line per Caltrans Standard Plan A20D Detail 38A.	212	LF	$ 3.00	$ 636.00
11	Install Thermoplastic High Visibility Yellow/White Basic Crosswalk per Caltrans Standard Plan A24F.	1	EA	$ 1,349.00	$ 1,349.00
12	Install Type IV(L) and Type IV(R) Arrow per Caltrans Standard Plan A24A.	2	EA	$ 140.00	$ 280.00
13	Furnish and install Traffic Loop Detection, complete and in place.	18	EA	$ 450.00	$ 8,100.00
14	Remove existing driveway approach and replace with SPPWC Standard 110-2 Driveway Approaches complete and in place. (Residential)	2	EA	$ 4,000.00	$ 8,000.00
OPTIONAL BID AMOUNT IN NUMBERS					$ 221,477.00

OPTIONAL BID AMOUNT IN WORDS:

Two hundred twenty one thousand four hundred and seventy seven dollars and zero cents.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name: SMITHSON ELECTRIC, INC Address: 1938 E Katella Ave Orange CA 92867 Tel: 714-997-9556	Traffic Loops	$ 11,850.00
Name: Superior Pavement Markings Address: 5312 Cypress St. Cypress, CA 90630 Tel: 714-995-9100	Striping	$ 87,353.35
Name: Case land Survey Inc Address: 614 N. Eckhoff Street Orange CA 92868 Tel:	Surveing	$ 70,850.00
Name: Address: Tel:		$
Name: Address: Tel:		$
Name: Address: Tel:		$
Name: Address: Tel:		$
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		$ 170,053.35

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name City of Westlake Village	Project Name and Brief Description Dales Dr. and Parkridge Ave Street Improv. Street Improvements	
Contact Name and Title Artin Megerdichian		
Tel: (805) 890-8885 E-mail: rhughes@willdan.com	Contract Value: $1,025,336.00	Year Completed: 6/2022

Reference 2		
Agency Name City of Burbank	Project Name and Brief Description Local Residential St. Improv. Project STREET IMPROVEMENTS	
Contact Name and Title Artin Megerdichian		
Tel: 818-238-3942 E-mail: amegerdichian@burbankca.gov	Contract Value: $7,761,320.00	Year Completed: 12/2022

Reference 3		
Agency Name City of Highland	Project Name and Brief Description Pavement Management Program Pavement Rehab	
Contact Name and Title Amanda Perez		
Tel: 909-864-6861 E-mail: aperez@cityofhighland.org	Contract Value: $2,082,099.00	Year Completed: 12/2022

Reference 4		
Agency Name City of Norwalk	Project Name and Brief Description Local St. Rehabilitation Project	
Contact Name and Title Damian Rosales	STREET REHAB	
Tel: 562-929-5527 E-mail: jlopez2@norwalkca.gov	Contract Value: $1,041,470.00	Year Completed: 12/2022

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: Maurice Ramirez

Date of Inspection: 3/15/2023

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 Dated 3/16/23

Addendum No. 2 Dated 3/16/23

Addendum No. 3 Dated 3/16/23

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

CITY OF MONTEREY PARK
CALIFORNIA

ADDENDUM NO. 2

2022-23 STREET REHABILITATION AT VARIOUS LOCATIONS

SPECIFICATION NO. 2022-017

(QUEST CDN PROJECT # 8389437)

Bids must be received **before 11:00 a.m. on Tuesday, March 28, 2023,** via QuestCDN for the City of Monterey Park, 320 West Newmark Avenue, Monterey Park, CA 91754, to provide services for the 2022-23 Street Rehabilitation at Various Locations Specification No. 2022-017 (QuestCDN # 8389437).

This Addendum reissues the following:

Addendum 2 reissues Bid Schedule on pages C.2 - C.7 on Section C. Bidder's Proposal. See Attachment A – Reissued Bid Schedule per Addendum 2. Contractors shall submit this revised Bid Schedule as part of their bid to be considered responsive.

Attachments:

Attachment A – Reissued Bid Schedule per Addendum 2.

For further Information please email Anthony Bendezu at abendezu@montereypark.ca.gov

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CITY OF MONTEREY PARK
CALIFORNIA

ADDENDUM NO. 1

2022-23 STREET REHABILITATION AT VARIOUS LOCATIONS

SPECIFICATION NO. 2022-017

(QUEST CDN PROJECT # 8389437)

Bids must be received **before 11:00 a.m. on Tuesday, March 28, 2023,** via QuestCDN for the City of Monterey Park, 320 West Newmark Avenue, Monterey Park, CA 91754, to provide services for the 2022-23 Street Rehabilitation at Various Locations Specification No. 2022-017 (QuestCDN # 8389437).

This Addendum reissues and adds the following:

Addendum 1 reissues Table of Contents to add Appendix 7. Intersection of New Avenue and Garvey Avenue Improvements. See Attachment A – Revised Table of Contents per Addendum 1.

Addendum 1 reissues Bid Schedule on pages C.2, C.3 and C.4 on Section C. Bidder's Proposal. See Attachment B – Reissued Bid Schedule per Addendum 1. Contractors shall submit this revised Bid Schedule as part of their bid to be considered responsive.

Addendum 1 adds page A6.28 to Appendix 6. Marking and Striping. See Attachment C – Added page A6.28 to Appendix 6. Marking and Striping per Addendum 1.

Addendum 1 adds Appendix 7. Intersection of New Avenue and Graves Avenue Improvements. See Attachment D – Added Appendix 7. Intersection of New Avenue and Graves Avenue Improvements per Addendum 1.

Attachments:

Attachment A – Revised Table of Contents per Addendum 1.
Attachment B – Reissued Bid Schedule per Addendum 1.
Attachment C – Added page A6.28 to Appendix 6. Marking and Striping per Addendum 1.
Attachment D – Added Appendix 7. Intersection of New Avenue and Graves Avenue Improvements per Addendum 1.

For further Information please email Anthony Bendezu at abendezu@montereypark.ca.gov

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CITY OF MONTEREY PARK
CALIFORNIA

ADDENDUM NO. 3

2022-23 STREET REHABILITATION AT VARIOUS LOCATIONS

SPECIFICATION NO. 2022-017

(QUEST CDN PROJECT # 8389437)

Bids must be received **before 11:00 a.m. on Tuesday, March 28, 2023,** via QuestCDN for the City of Monterey Park, 320 West Newmark Avenue, Monterey Park, CA 91754, to provide services for the 2022-23 Street Rehabilitation at Various Locations Specification No. 2022-017 (QuestCDN # 8389437).

This Addendum reissues the following:

Addendum 3 reissues Bid Schedule on pages C.2 - C.7 on Section C. Bidder's Proposal. See Attachment A – Reissued Bid Schedule per Addendum 3. Contractors shall submit this revised Bid Schedule as part of their bid to be considered responsive.

Addendum 3 reissues Location Index on page A4.1 on Appendix 4. Location Index. See Attachment B – Reissued Location Index per Addendum 3.

Addendum 3 reissues Project Location Exhibit on page A5.1 on Appendix 5. Project Location Exhibit. See Attachment C – Reissued Project Location Exhibit per Addendum 3.

Addendum 3 adds pages A6.29 and A6.30 to Appendix 6. Marking & Striping. See Attachment D – Added Pages A6.29 and A6.30 per Addendum 3.

Attachments:

Attachment A – Reissued Bid Schedule per Addendum 3.
Attachment B – Reissued Location Index per Addendum 3.
Attachment C – Reissued Project Location Exhibit per Addendum 3.
Attachment D – Added Pages A6.29 and A6.30 per Addendum 3.

For further Information please email Anthony Bendezu at abendezu@montereypark.ca.gov

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EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage shall be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor shall furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance shall be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) shall reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name: All American Asphalt
Authorized Signature: [signature]
Name and Title: Edward J Carlson, Vice President
Date: 3-23-23

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

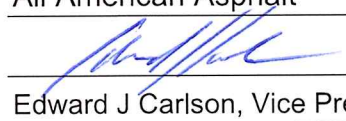
I am the Edward J Carlson, Vice President of All American Asphalt, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name: All American Asphalt

Authorized Signature: 

Name and Title: Edward J Carlson, Vice President

Date: 3-23-23

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On March 25, 2023 (Date) before me, Kenona Nazari, Notary Public (Here Insert name and Title of the Officer),

personally appeared Edward J. Carlson (Name(s) of Signer(~~s~~))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

KENONA NAZARI
Notary Public - California
Riverside County
Commission # 2318601
My Comm. Expires Jan 10, 2024

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Non-Collusion Declaration by Bidder – City of Monterey Park

Document Date: March 25, 2023 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(~~ies~~) Claimed by Signer(s)

Signer's Name: Edward J. Carlson
- ☐ Individual
- X Corporate Officer — Title(s): Vice President
- ☐ Partner ☐ ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other: _____

Signer is Representing: All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been ✓ **has been** ___ (**indicate YES or NO** after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been** **YES** explain the circumstances below:

Bidder's Name:	All American Asphalt
Authorized Signature:	
Name and Title:	Edward J Carlson, Vice President
Date:	3-23-23

PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been ✓ **has been** ____ (**indicate YES or NO** after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name: All American Asphalt

Authorized Signature: _____

Name and Title: Edward J Carlson, Vice President

Date: 3-23-23

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been ✓ **has been** ___ (**indicate YES or NO** after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name: All American Asphalt

Authorized Signature: _____

Name and Title: Edward J Carlson, Vice President

Date: 3-23-23

BIDDER INFORMATION

Bidder's Name: All American Asphalt

Address: 400 E Sixth Street Corona CA 92879

Form of Legal Entity: _____

If a Corporation, State of Incorporation: Incorporation

State Contractor's Class and License No.: 267073 A,C-12

Contact Person Information:

Name: Edward J Carlson Title: Vice President

E-mail: publicworker@allamericanasphalt.com Tel: 951-736-7600

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

MARK LUER, PRESIDENT

Michael Farkas, Secretary

Edward J Carlson, Vice President

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

N/A

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

Previous contract performance history:

Was any contract terminated previously: no

If the answer to the above is "yes", provide the following information:

Contract/project name and number: _____

Date of termination: N/A

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 23 day of March, 2023.

BIDDER All American Asphalt

_____

_____

_____

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

PROPOSAL GUARANTEE

BID BOND

Bid Date: 03/28/2023

Bond No.: 08597423

KNOW ALL MEN BY THESE PRESENTS that All American Asphalt, as BIDDER, AND Fidelity and Deposit Company of Maryland, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of Ten Percent of Total Amount Bid------ ($ 10% of Bid)dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **2022-23 STREET REHABILITATION AT VARIOUS LOCATIONS SPECIFICATION NO. 2022-017** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 14th day of March, 2023.

SIGNED AND SEALED this 14th day of March, 2023.

All American Asphalt

Edward J Carlson Vice president

PRINCIPAL

Fidelity and Deposit Company of Maryland

Rebecca Haas-Bates

Rebecca Haas-Bates, Attorney-in-Fact

SURETY

PRINCIPAL's MAILING ADDRESS:

All American Asphalt

400 East Sixth Street

Corona, CA 92879

SURETY's MAILING ADDRESS:

Fidelity and Deposit Company of Maryland

777 S. Figueroa Street, Suite 3900

Los Angeles, CA 90017

NOTE: All signatures shall be acknowledged by a notary public.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On March 25, 2023 (Date) before me, Kenona Nazari, Notary Public (Here Insert name and Title of the Officer),

personally appeared Edward J. Carlson (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

KENONA NAZARI
Notary Public - California
Riverside County
Commission # 2318601
My Comm. Expires Jan 10, 2024

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond – City of Monterey Park

Document Date: March 14, 2023 Number of Pages: 3

Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact

Capacity(~~ies~~) Claimed by Signer(s)

Signer's Name: Edward J. Carlson
- ☐ Individual
- X Corporate Officer — Title(s): Vice President
- ☐ Partner ☐ ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other: _____

Signer is Representing: All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 03/14/2023 (*Date*) before me, L. Gomez, Notary Public (*Here Insert Name and Title of the Officer*),

personally appeared Rebecca Haas-Bates (*Name(s) of Signer(s)*),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. GOMEZ
Notary Public - California
Orange County
Commission # 2413682
My Comm. Expires Aug 23, 2026

Signature L. Gomez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 03/14/2023
Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing: Fidelity and Deposit Company of Maryland

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

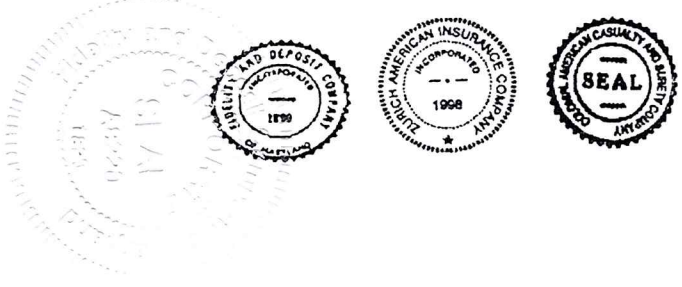
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of March, 2023.



Brian M Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

Type text here

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of Bid Bond ($ 10%) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **2022-23 STREET REHABILITATION AT VARIOUS LOCATIONS SPECIFICATION NO. 2022-017** ("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder's Name: All American Asphalt

Authorized Signature: [signature]

Name and Title: Edward J Carlson, Vice President

Date: 3.23.23

--END OF SECTION--

ATTACHMENT 2

City of Rosemead Staff Report – Reimbursement Agreement

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is entered into as of May 9, 2023 by and between the City of Monterey Park, a general law city and municipal corporation ("Monterey Park") and the City of Rosemead, a general law city and municipal corporation ("Rosemead") who agree as follows:

1. Recitals. This Agreement is made with reference to the following facts and circumstances:

   A. A road identified as "New Avenue" is located in both Monterey Park and Rosemead;

   B. Rehabilitation of the western portion of New Avenue, between East Newmark Avenue and Garvey Avenue, is part of Monterey Park's 2022-23 Annual Street Rehabilitation Project ("Project");

   C. The Eastern portion of New Avenue lies within Rosemead's jurisdiction. To save time and resources, Rosemead believes it is in the public interest for Monterey Park to add the Eastern portion of New Avenue into the Project; and

   D. This Agreement is intended to establish the respective responsibilities for each city including, without limitation, Rosemead's reimbursement of costs to Monterey Park ("Rosemead's Costs").

2. Term. This Agreement becomes effective 10 business days after the date it is fully executed and, unless otherwise terminated, remains effective until Monterey Park is fully reimbursed for Rosemead's Costs.

3. Project Components; Rosemead's Costs. Rosemead's Costs is estimated to be $152,095.05 for all services related to the Project including, without limitation, environmental review; design professional services; construction; bidding; inspection services; and materials. However, Rosemead acknowledges that the actual amount of such costs and expenses may be different. It is anticipated that the Project will include sidewalk improvements; rehabilitation of existing pavement; repair of miscellaneous concrete surfaces; striping and any additional improvements identified by the parties.

4. Cooperation between the Parties. The respective Public Works Director for each party may undertake most decisions regarding the Project. Among other things, the Public Works Directors must agree on the specific design standards and project scope for any work performed within Rosemead's jurisdiction that constitutes part of Rosemead's Costs. Such concurrence

must occur before Monterey Park solicits bids or seeks proposals for professional services.

5. Monterey Park as Lead Agency; Selection of Contractors and Consultants. The Parties agree that Monterey Park will be lead agency for all aspects of the Project (including environmental review) and is responsible for Project management. Both Parties will cooperate, in the manner anticipated in Section 4, regarding selection of professional services; contractors will be awarded a contract in accordance with applicable law.

6. Required Contract Clauses. As to any element of the Project affecting Rosemead's jurisdiction or Rosemead's Costs, Rosemead will be identified as an intended third-party beneficiary in all contracts executed by Monterey Park. Moreover, Rosemead will be listed as an "additional insured" for any insurance provided by consultants or contractors in accordance with Monterey Park's insurance requirements.

7. Permits. Rosemead agrees to issue a "no fee" permit for any work performed within its jurisdiction as may be required. For example, and not limitation, Rosemead will issue an encroachment permit and grading permit to the contractor constructing the Project.

8. Payment of Rosemead's Costs. Rosemead agrees to reimburse Monterey Park Rosemead's Costs within 30 days of receiving an invoice. Any dispute regarding Rosemead's Costs must be made within 10 business days of receiving an invoice. Upon request, Monterey Park must provide Rosemead with any supporting documentation within 10 business days.

9. Indemnification. Each Party, as an Indemnitor, agrees to protect, indemnify, and hold the other Party (the "Indemnitee") and its employees, officers and agents free and harmless from any and all losses, claims, liens, demands and causes of action of every kind including, without limitation, the amounts of judgment, interests, court costs, legal fees, experts fees, experts costs, and other expenses incurred by the Indemnitee arising in favor of any Party, including losses and claims regarding personal injuries, death, or damages to property, and without limitation by enumeration, all other claims or demands of every kind occurring or arising directly out of the negligent acts, errors or omissions of the Indemnitor in the performance of its obligations and duties under this Agreement, except when the injury to persons or damage to property are due or claimed to be due to the Indemnitee's negligence or willful misconduct. This provision is not intended to create any cause of action in favor of any third party against either Party to this Agreement, but is intended solely to provide for indemnification of a Party for liability for damages and injuries to third persons or property arising from the Indemnitor Party's negligent performance of this Agreement. Monterey Park and Rosemead waive the pro rata risk allocation contained in Government Code § 895.6. This Section survives termination or expiration of this Agreement.

10. Default and Termination.

A. Notice of Default. If for any reason, a Party fails to fulfill in a timely and proper manner its obligation under this Agreement, or a Party has violated any of the terms or conditions of this Agreement, the non-violating Party must provide a Notice of Default to the violating Party setting forth the breached terms or conditions of this Agreement. The violating Party then has 30 days to cure the terms and conditions in the written notice. The Notice of Default must refer to this clause, specify the nature of the alleged default, and must specify the effective date of the termination if a breach does lead to termination.

B. Failure to Cure. If the violating Party fails to cure and bring into compliance all terms specified, the non-violating Party then may terminate this Agreement without further notice to the violating Party. Monterey Park would then only receive reimbursement for Rosemead's Costs, if any are due, for the portion of the Project performed in compliance with this Agreement as of the termination date.

11. Compliance with Law. Both Parties will, at their sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to this Agreement.

12. Waiver of Breach. Any express or implied waiver of a breach of any term of this Agreement will not constitute a waiver of any further breach of the same or other term of this Agreement.

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

City of Rosemead at:

Ben Kim
City Manager
8838 E. Valley Boulevard
Email: bkim@cityofrosemead.org

City of Monterey Park at:

Ron Bow
City Manager
320 W Newmark Ave
Email: rbow@montereypark.ca.gov

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

14. Electronic Signatures. This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

15. Governing Law. This Agreement has been made in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Agreement will be in Los Angeles County.

16. Partial Invalidity. Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement will remain in effect, unimpaired by the holding.

17. Integration. This instrument and its attachments constitute the sole agreement between Monterey Park and Rosemead respecting the matters above and correctly sets forth the obligations of Monterey Park and Rosemead. Any Agreement or representations respecting the Project not expressly set forth in this instrument are void.

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

19. Authority/Modification. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment.

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

City of Monterey Park

Ron Bow, City Manager

City of Rosemead

Ben Kim, City Manager

Attest:

Ericka Hernandez, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

APPROVED AS TO FORM:

Rachel Richman, City Attorney

EXHIBIT "A"

DESCRIPTION OF SERVICES

1.

BID SCHEDULE For 2022-2023 Street Rehabilitation at Various Locations, Specification No. 2022-017						
No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid	ROSEMEAD
1	Remove existing pavement to 2.5" depth. Existing depth of asphalt concrete, subbase, and subgrade varies by location. Some street segments include fabric material. Contractor shall remove portion of AC, subbase, or native material to 2.5" depth as part of this work, full width of street , complete and in place (including removal/re-compaction of exposed base or native). Work locations are shown on Appendix 4. Location Index, Project Group B.	52,475	SF	$0.44	$23,089.00	$11,544.50
2	Furnish and install 1.5" thick (ARHM) asphalt rubberized hot mix complete and in place.	510	TON	$138.00	$70,380.00	$35,190.00
3	Furnish and install 2.5" thick asphalt concrete AC Type B level Course including tapering from 1" at gutter edge to 2.5" at 5' from gutter edge as shown on Appendix	801	TON	$105.00	$84,105.00	$42,052.50

	4. Location Index, Detail B.					
4	Adjust manhole covers to grade, complete and in place.	8	EA	$1,200.00	$9,600.00	$2,400.00
5	Adjust water valves to grade, complete and in place.	13	EA	$900.00	$11,700.00	$7,200.00
6	Remove existing curb and gutter and replace with SPPWC Standard A2-8 PCC Curb and Gutter complete and in place.	15	LF	$100.00	$1,500.00	$1,500.00
7	Install Limit Line/Stop Bar per Caltrans Standard Plan A24E.	1	EA	$560.00	$560.00	$280.00
8	Install Double Yellow No Passing Zone per Caltrans Standard Plan A20A Detail 22 including Type D RPMs.	538	LF	$3.00	$1,614.00	$807.00
9	Install Yellow Center Line/Skip Line per Caltrans Standard. A20A Detail 2.	282	LF	$2.00	$564.00	$282.00
10	Install Channelizing Line per Caltrans Standard Plan A20D Detail 38A.	212	LF	$3.00	$636.00	$318.00
11	Install Thermoplastic High Visibility Yellow/White Basic Crosswalk per Caltrans Standard Plan A24F.	1	EA	$1,349.00	$1,349.00	$674.50
12	Install Type IV(L) and/or Type IV(R) Arrow per Caltrans Standard Plan A24A.	2	EA	$140.00	$280.00	$140.00
13	Furnish and install Traffic Loop Detection, complete and in place	18	EA	$450.00	$8,100.00	$5,400.00
14	Remove existing driveway approach and replace with	2	EA	$4,000.00	$8,000.00	$8,000.00

	SPPWC Standard 110-2 Driveway Approaches complete and in place.						
				Subtotal	$ 221,477.00	$	115,788.50
				Construction Contingency	10%	$ 22,147.70	$ 11,578.85
				CMCI & Admin	20%	$ 44,295.40	$ 23,157.70
				Construction Total	$ 243,624.70	**$**	**150,525.05**
					1/2 New Avenue Crosswalk	**$**	**1,570.00**
					Rosemead Total	**$**	**152,095.05**

2. California Environmental Quality Act (CEQA) documentation. It is anticipated, based on the preliminary scope of the Project that the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt.

3. Legal Services associated with processing the Project.

MAYOR:
SEAN DANG

MAYOR PRO TEM:
STEVEN LY

COUNCIL MEMBERS:
SANDRA ARMENTA
MARGARET CLARK
POLLY LOW

City of Rosemead

8838 E. VALLEY BOULEVARD
ROSEMEAD, CALIFORNIA 91770
TELEPHONE (626) 569-2100

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) §
CITY OF ROSEMEAD)

I, Ericka Hernandez, City Clerk of the City of Rosemead, California, do hereby certify that the Reimbursement Agreement with the City of Monterey Park for the Construction of New Avenue Rehabilitation Project, was duly approved by the City Council of the City of Rosemead, California, at a regular meeting thereof held on the 9th day of May, 2022, by the following vote, to wit:

AYES:	ARMENTA, CLARK, DANG, LOW
NOES:	NONE
ABSENT:	LY
ABSTAIN:	NONE

Ericka Hernandez, City Clerk

City Council Staff Report

DATE: June 7, 2023

AGENDA ITEM NO: Consent Calendar - 3I

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Notice of Completion – various Capital Improvement Projects

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing the Notice of Completion recorded by the Public Works Director on April 27, 2023 accepting the 2022 Residential Street Rehabilitation Specification No. 2022-008 completed by All American Asphalt, Inc.;
2. Receiving and filing the Notice of Completion recorded by the Public Works Director on April 27, 2023 accepting the Emerson Avenue Sewer System CIPP Lining and Point Repair Improvements Specification No. 2022-007 completed by Sancon Technologies, Inc.;
3. Receiving and filing the Notice of Completion recorded by the Public Works Director on May 3, 2023 accepting the Sierra Vista Court Resurfacing project completed by Trueline Construction and Surfacing Inc;
4. Receiving and filing the Notice of Completion recorded by the Public Works Director on May 11, 2023 accepting the Citywide CCTV Camera Specification No. 2022-001 completed by Endeavor Advanced Solutions; and
5. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

Pursuant to City Council Resolution No. 11701, the Public Works Director is authorized to record a Notice of Completion for Capital Improvement Projects (CIP). The City recently completed CIP 96036 – 2022 Residential Street Rehabilitation Project, CIP 99010 – Emerson Sewer Project, CIP 95027 – Sierra Vista Courts, and CIP 93004 – Citywide Cameras. Upon completion, the work was inspected and approved by the City Engineer. It is recommended that the City Council receive and file the Notice of Completions recorded by the Public Works Director for these projects.

BACKGROUND:

The City's FY 22-23 Capital Improvement Plan included CIP 96036 – 2022 Residential Street Rehabilitation Project, CIP 99010 – Emerson Sewer Project, CIP 95027 – Sierra Vista Courts, and CIP 93004 – Citywide Camera projects.

CIP 96036 – 2022 Residential Street Rehabilitation Project

On November 23, 2022, the City awarded a contract with All American Asphalt, Inc. for the 2022 Residential Street Rehabilitation Specification No. 2022-008, in the amount of

$869,422 plus 10% contingency. The work included cold milling and removal of the existing asphalt pavement and constructing a rubberized asphalt overlay, adjusting utility covers to grade; constructing new ADA curb ramps; repairing residential sidewalk, restoring traffic striping and pavement markings; and providing and maintaining traffic control during construction. On April 17, 2023, the construction of the project was finalized. The final cost of the project was $854,661.62, which includes construction costs, construction management and inspection, and contingency.

CIP 99010 – Emerson Sewer Project

On December 7, 2022, the City awarded a contract with Sancon Technologies, Inc. for the Emerson Avenue Sewer System CIPP Lining and Point Repair Improvements Specification No. 2022-007, in the amount of $155,229 plus a 15% contingency. The work included the rehabilitation of approximately 2,352 linear feet of 8-inch sanitary sewer main using Cured-In-Place pipe (CIPP) lining method and it also includes spot repairs for approximately 78 linear feet of damaged sanitary sewer pipe. On April 11, 2023, the construction of the project was finalized. The final cost of the project was $164,111.00 which includes construction costs, construction management and inspection, and contingency.

CIP 95027 – Sierra Vista Courts.

On January 17, 2023 the City awarded a contract with Trueline Construction and Surfacing Inc. for the Sierra Vista Court Resurfacing project, in the amount of $26,306. The work included resurfacing of the basketball court and pickleball court including replacement of all existing equipment. The work was completed on April 24, 2023. The final cost of the project was $26,184.69, which includes costs for construction and project management.

CIP 93004 – Citywide CCTV Cameras

On May 18, 2022 the City awarded a contract with Endeavor Advanced Solutions for the installation of 248 Verkada cameras, mounts and accessories, with on-board storage, with either wired or wireless network infrastructure at 30 City-owned facilities. The camera system provides the City with real-time video surveillance and advanced forensic capabilities at these selected locations. The work was completed on May 10, 2023. The final cost of the project was $1,688,799.31, which includes the purchase of cameras and related equipment, installation of equipment by Endeavor, and consulting services related to the project.

FISCAL IMPACT:

The City's FY22-23 Capital Improvement Plan includes a budget for each respective project. CIP 96036 – 2022 Residential Street Rehabilitation Project was funded by the state Road Maintenance and Rehabilitation Account (SB1) fund. CIP 99010 – Emerson Sewer Project was funded by the City's Sewer Enterprise Fund. CIP 95027 – Sierra Vista Courts was funded by Prop 68 Grant fund. CIP 93004 – Citywide Camera project was funded by ARPA, Water, Sewer, Refuse, and Motor Shop funds. The following provides a breakdown of total costs for each listed project.

	CIP 96036	CIP 99010	CIP 95027	CIP 93004
Budget	$1,252,121.00	$245,000.00	$27,500.00	$1,700,000.00
Actual Expenditures	$854,661.62	$164,111.00	$26,184.69	$1,688,799.31
Amount Under Budget	$397,459.38	$80,889.00	$1,315.31	$11,200.69

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(S):

1. Notice of Completion – 2022 Residential Street Rehabilitation Project
2. Notice of Completion – Emerson Sewer Project
3. Notice of Completion – Sierra Vista Court Resurfacing Project
4. Notice of Completion – Citywide CCTV Cameras

ATTACHMENT 1

Notice of Completion
2022 Residential Street Rehabilitation Project

Recording Requested by
and When Recorded Mail To:

City Clerk, City Hall
320 W. Newmark Avenue
Monterey Park, CA 91754

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name : 2022 Residential Street Rehabilitation Project

Project No. : Specification No. 2022-008

Take notice pursuant to Civil Code § 3093, *et seq.* that:

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.

2. The full name of the owner is: City of Monterey Park

3. The full address of the owner is: 320 W. Newmark Avenue, Monterey Park, CA 91754

4. The nature of the interest of the owner is: In Fee

5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer on 04/17/2023. The work done was: construction of new PCC curb and gutter, sidewalk, and ADA compliant curb ramps; cold milling existing asphalt pavement, application of Asphalt Rubber Hot Mix and AC Overlay on various city streets, adjusting manhole covers, water valves, and gas valves; and installation of new striping and pavement markings.

6. The name of the Contractor for such work of improvement was: All American Asphalt, Inc

7. The property on which said work of improvement was completed is in the City of Monterey Park, County of Los Angeles, State of California, and is described as follows: Various locations

8. The street address of said property is: Various locations

9. This Notice of Completion is being recorded in accordance with Resolution No. 11701 (adopted November 5, 2014).

Dated: 4/27/2023

Shawn Igoe
Public Works Director

VERIFICATION

I, the undersigned, say: I am the Public Works Director for the City Monterey Park, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on April 27, 2023 at Monterey Park, California.

Shawn Igoe
Public Works Director

ATTACHMENT 2

Notice of Completion
Emerson Sewer Project

Recording Requested by
and When Recorded Mail To:

City Clerk, City Hall
320 W. Newmark Avenue
Monterey Park, CA 91754

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name : Emerson Avenue Sewer System CIPP Lining and Point Repair Improvements Project

Project No. : Specification No. 2022-007

Take notice pursuant to Civil Code § 3093, *et seq.* that:

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of Monterey Park
3. The full address of the owner is: 320 W. Newmark Avenue, Monterey Park, CA 91754
4. The nature of the interest of the owner is: In Fee
5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer on 04/11/2023. The work done was: rehabilitation of 2,352 linear feet of 8-inch sanitary sewer pipeline using cured in place pipe lining, 78 linear feet of point repair improvements, and asphalt replacement.
6. The name of the Contractor for such work of improvement was: Sancon Technologies, Inc
7. The property on which said work of improvement was completed is in the City of Monterey Park, County of Los Angeles, State of California, and is described as follows: Emerson Avenue from Garfield Avenue to New Avenue
8. The street address of said property is: Emerson Avenue from Garfield Avenue to New Avenue
9. This Notice of Completion is being recorded in accordance with Resolution No. 11701 (adopted November 5, 2014).

Dated: 4/27/2023

Shawn Igoe
Public Works Director

VERIFICATION

I, the undersigned, say: I am the Public Works Director for the City Monterey Park, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on April 27, 2023 at Monterey Park, California.

Shawn Igoe
Public Works Director

ATTACHMENT 3

Notice of Completion
Sierra Vista Court Resurfacing Project

Recording Requested by
and When Recorded Mail To:

City Clerk, City Hall
320 W Newmark Avenue
Monterey Park, CA 91754

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name : Sierra Vista Court Resurfacing

Project No. : CIP No. 95027

Take notice pursuant to Civil Code § 3093, *et seq.* that:

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described:

2. The full name of the owner is: City of Monterey Park

3. The full address of the owner is: 320 W Newmark Avenue, Monterey Park, CA 91754

4. The nature of the interest of the owner is: in fee.

5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer on April 24, 2023. The work done was:
Resurfacing of basketball court and pickleball court at Sierra Vista Park

7. The name of the Contractor for such work of improvement was: TrueLine Construction & Surfacing

8. The property on which said work of improvement was completed is in the City of Monterey Park, County of Los Angeles, State of California, and is described as follows:
Sierra Vista Park

9. The street address of said property is: 311 N Rural Drive, Monterey Park, CA 91755

10. This Notice of Completion is being recorded in accordance with Resolution No. 11701 (adopted November 5, 2014).

Dated: 5/3/2023

Public Works Director

VERIFICATION

I, the undersigned, say: I am the Public Works Director for the City Monterey Park, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on May 03, 2023 at Monterey Park, California.

Public Works Director

ATTACHMENT 4

Notice of Completion
Citywide CCTV Cameras

Recording Requested by
and When Recorded Mail To:

City Clerk, City Hall
320 W Newmark Avenue
Monterey Park, CA 91754

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name : City Wide CCTV Public Safety Deployment

Project No. : Specification No. 2022-001

Take notice pursuant to Civil Code § 3093, *et seq.* that:

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described:

2. The full name of the owner is: City of Monterey Park

3. The full address of the owner is: 320 W Newmark Avenue, Monterey Park, CA 91754

4. The nature of the interest of the owner is: in fee.

5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer on May 10, 2023. The work done was:
Installation of cameras at various City facilities.

7. The name of the Contractor for such work of improvement was: Endeavor Advanced Solutions

8. The property on which said work of improvement was completed is in the City of Monterey Park, County of Los Angeles, State of California, and is described as follows:
Various Locations within the City of Monterey Park

9. The street address of said property is: Various locations

10. This Notice of Completion is being recorded in accordance with Resolution No. 11701 (adopted November 5, 2014).

Dated: 5/11/2023

Public Works Director

VERIFICATION

I, the undersigned, say: I am the Public Works Director for the City Monterey Park, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on May 10,2023 at Monterey Park, California.

Public Works Director

City Council Staff Report

DATE: June 7, 2023

AGENDA ITEM NO: Public Hearing - 4A

TO: The Honorable Mayor and City Council

FROM: Martha Garcia, Director of Finance

SUBJECT: Adoption of a Resolution Adding New User Fees and Charges Relating to Potable Water Services Including, Without Limitation, Reconnection Fees for Previously Disconnected Water Service

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening a public hearing to receive public testimony;
2. Adopting a Resolution to add new user fees and charges regarding potable water service including, without limitation, reconnection fees; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On March 15, 2023, City staff presented at the Council Meeting a receive and file notification informing Council and the public that the City will resume water shut-offs and late fees pursuant to Monterey Park Municipal Code ("MPMC") § 14.12.240.

The City is seeking authorization to add new water reconnection charges to appropriately capture and receive actual costs for the reconnection service. The attached Resolution for City Council consideration will be incorporated into the Master Fee Schedule.

BACKGROUND:

The City's Master User Fee Schedule includes charges for various city services including charges for water services. Upon review of existing fees, it is recommended that the City add a new water reconnection fee to appropriately capture and receive actual costs for services. The draft resolution includes a reconnection charge of $40 for reconnections Monday through Thursday from 8 A.M. to 4 P.M. After hour reconnection charges consist of actual costs incurred by the City at $225.The fee was calculated based on the estimated time of one hour to complete the service multiplied by the blended burdened rate for the positions of Maintenance Worker ($189.32) and Crew Leader ($266.11) who would be involved in the delivery of service.

Staff is requesting adopting the Resolution to allow the City to capture and receive actual costs incurred by the City for the reconnection of water services.

FISCAL IMPACT:
Revenue received will support the functions of the Water Fund and will vary depending on the number of reconnections.

Respectfully submitted by:

Martha Garcia
Director of Finance

Approved by:

Ron Bow
City Manager

Karl H. Berger
City Attorney

ATTACHMENT:
1. Resolution – New User Fees and Charges for Water Services

ATTACHMENT 1
Resolution

RESOLUTION NO.

A RESOLUTION ADOPTING NEW USER FEES AND CHARGES TO COVER INCURRED COSTS PERTAINING TO WATER SERVICES

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

SECTION 1: The City Council finds and declares:

A. The City Council may establish fees for services under various provisions of California law including, without limitation, Business & Professions Code § 16000; Government Code §§ 54344, 65104, 65909.5, 65943, 66013, 66014, 66451.2; and Health & Safety Code §§ 17951, 17980.1, and 19852.

B. Pursuant to Government Code § 66016, the City made data available regarding the cost, or estimated cost, of providing services for the reconnection of water usage 10 days before the public hearing held on June 7, 2023.

C. On June 7, 2023, the City Council heard public testimony and considered evidence in a public hearing held and noticed in accordance with Government Code § 66016.

D. At the recommendation of the City's Departments and the City Manager, the City Council believes that it is in the public interest to establish the recommended fees to recover the costs of public services.

SECTION 2: The Fees, attached as Exhibit "A" and incorporated into this Resolution as if fully set forth, are approved and adopted.

SECTION 3: This Resolution is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq*.; "CEQA") and CEQA Guidelines (14 Cal. Code Regs. §§ 15000, *et seq*.) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. This Resolution, therefore, is categorically exempt from further CEQA review under CEQA Guidelines § 15273.

SECTION 4: *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 5: *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 6: *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 7: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 7th day of June, 2023.

Jose Sanchez, Mayor

Attest:

Maychelle Yee, City Clerk

Approved as to Form:

Karl H. Berger, City Attorney

Exhibit A

New Fees

Fee #	Fee Title	Fee	Unit
###	Water Reconnection	$40	
###	Water Reconnection/After Hours	$225	

City Council Staff Report

DATE: June 7, 2023

AGENDA ITEM NO: Public Hearing - 4B

TO: The Honorable Mayor and City Council

FROM: Martha Garcia, Director of Finance

SUBJECT: The City is required to conduct a Public Hearing to consider assessments for the Citywide Maintenance District No. 93-1 for Fiscal Year 2023-24 pursuant to Streets and Highways Code §§ 22500, *et seq*.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening the public hearing and receive documentary and testimonial evidence;
2. Closing the public hearing and adopt a Resolution authorizing the Levy and Collection of Assessments for Fiscal Year 2023-24 in Citywide Maintenance District No. 93-1 pursuant to Streets and Highways Code § 22587; and
3. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY:

In 1993 the City formed a citywide benefit assessment district to finance the operation and maintenance of public street lighting and landscaping. The district was renewed each of the past 30 years and must be renewed for 2023-24 in order for the City to continue collecting assessments. The City started the process to renew its Citywide Maintenance District No. 93-1 for the 2023-24 fiscal year at its April 5, 2023 meeting. At that time, the City Council approved the Engineer's Report; adopted the Resolution of Intention (Resolution No. 2023-R22) and scheduled the required public hearing for June 7, 2023.

The district renewal will follow the City Council's action at the conclusion of the June 7th public hearing.

BACKGROUND:

In 1993, the State implemented Education Revenue Augmentation (ERAF) transfer that shifts property tax revenues from local governments to schools. The City's loss from ERAF was $1.2 million. In 1993, after considering various options to balance the budget, the City formed a benefit assessment district pursuant to the 1972 Lighting and Landscaping Act (Streets & Highways Code §§ 22500, *et seq*.). The assessment revenues are used to pay for the costs for maintaining street lighting and public landscaping. The funds freed up by the assessment revenues are used to maintain essential City services such as police, fire, public works, recreation, and library.

The law requires the City to renew the assessments each year. Revenue generated by the City's assessment district is approximately $1,004,990 a year. The City has renewed the benefit assessment district every year for the past 30 years. During this time, the rate has only been increased once, in 1996 (from $39.97 to $40.97). Since 1996, the rates have not been adjusted and the City continues using General-Fund monies to supplement significant shortfalls that result from increased operating costs.

At its April 5, 2023 meeting, the City Council adopted a Resolution of Intention (Resolution No. 2023-R22) which, among other things, proposes an assessment per single-family home of $40.97 for 2023-24. The cost for the operation and maintenance of the City's landscaping and lighting is approximately $1.6 million. The benefit assessment district will fund $1,004,990 of the cost and the City's General Fund will cover the remaining $571,221.

The Resolution of Intention, which includes the public hearing date and protest procedures, was published in the Monterey Park Press on May 16, 2023. To date, no majority protest was received against the proposed assessment district renewal for 2023-24.

FISCAL IMPACT

The proposed assessment rates for 2023-24 are the same as they were for 2022-23. The benefit assessment district will raise approximately $1,004,990 for 2023-24. If the assessment district is not renewed, the City must reduce expenditures and/or seek new revenues to balance the budget.

Respectfully submitted and prepared by:

Martha Garcia
Director of Finance

Approved By:

Ron Bow
City Manager

Reviewed By:

Karl H. Berger, City Attorney

ATTACHMENT(S):

1. Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2023-24 IN CITYWIDE MAINTENANCE DISTRICT NO. 93-1 PURSUANT TO STREETS AND HIGHWAYS CODE § 22587.

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

SECTION 1: The City Council finds as follows:

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

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

C. An Engineer's Report ("Report") was prepared pursuant to Streets and Highways Code § 22566 for Fiscal Year 2023-24. While the Report is too voluminous to be reprinted with this Resolution, it is available for public inspection with the City Clerk and incorporated by this reference as if fully set forth.

D. Following a public hearing, the City Council did not receive a majority protest from the property owners affected by the proposed assessment before the close of the public hearing on June 7, 2023.

SECTION 2: In accordance with Streets and Highways Code §§ 22500, *et seq*., the City Council adopts an annual assessment of $40.97 for each Equivalent Dwelling Unit (EDU) within the District during Fiscal Year 2023-24. The assessments levied and collected must be used for maintaining certain landscaping and street lighting improvements, as set forth in the Report.

SECTION 3: All monies collected for such assessments must be deposited in a special fund known as "Special Fund City of Monterey Park Citywide Maintenance District No. 93-1." Payment may be made out of said fund only for the purpose provided for in this Resolution.

SECTION 4: The City Manager, or designee, is directed to take such actions that are needed to place this assessment on the property tax rolls including, without limitation, forwarding this Resolution to the Los Angeles County Assessor's Office.

SECTION 5: Any public property included within boundaries of the District are exempt from assessment.

SECTION 6: *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 7: *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 8: *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 9: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 7th day of June, 2023

_____
Jose Sanchez, Mayor

Attest:

_____
Maychelle Yee, City Clerk

Approved as to Form:

_____
Karl H. Berger, City Attorney

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

I, Maychelle Yee, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly adopted and passed at a regular meeting of the Monterey Park City Council on the 7th day of June, 2023 by the following vote:

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

Dated this 7th day of June, 2023.

_____
Maychelle Yee, City Clerk
Monterey Park, California

City Council Staff Report

DATE: June 7, 2023

AGENDA ITEM NO: Public Hearing - 4C

TO: The Honorable Mayor and City Council

FROM: Jessica Serrano, Director of Community Development

SUBJECT: A continued public hearing to consider introduction and first reading of Zoning Code Amendment No. 23-01(ZCA-23-01), an ordinance amending the Monterey Park Municipal Code, Chapter 21.18, entitled "Affordable Housing Incentives – Density Bonus" to implement the Monterey Park Housing Element.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening the continued public hearing and taking testimonial and documentary evidence;
2. After closing the public hearing and considering the evidence submitted during that public hearing, introduce and waive first reading of Ordinance No. _____ amending Chapter 21.18 (Affordable Housing Incentives – Density Bonus) to Monterey Park Municipal Code Title 21 (Zoning) to implement the Monterey Park Housing Element; and
3. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed Ordinance is exempt from additional environmental review under the California Environmental Quality Act ("California Public Resources Code §§ 21000, *et seq*., "CEQA") and its implementing guidelines (14 California Code of Regulations §§ 15000, *et seq*.; "CEQA Guidelines") for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines § 15060(c)(2)); (2) there is no possibility that the Ordinance itself may have a significant effect on the environment (CEQA Guidelines § 15061(b)(3)); and (3) the Ordinance, by itself, does not constitute a "project" as defined in the CEQA Guidelines (CEQA Guidelines § 15378). The Ordinance is for general policies and procedure-making; any project governed by the proposed Ordinance would receive a separate environmental evaluation and review. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment. T

BOARD/COMMISSION REVIEW:

The Planning Commission, at its April 25, 2023 meeting reviewed this ordinance. With a unanimous vote, the Commission recommended to Council to adopt the draft Ordinance amending regulations related to Density Bonus under ZCA-23-01.

EXECUTIVE SUMMARY:

On May 17, 2023, the City Council by a unanimous vote, continued the item to June 7, 2022.

In March of 2022, the City Council categorized an update of the Density Bonus Ordinance as a moderate priority. On November 2, 2022, City Council asked Staff to bring forward an update to the Density Bonus Ordinance in coordination with the Inclusionary Housing Ordinance. On November 16, 2022, the City Council amended and adopted the 2021-2029 Housing Element that included Program 14: Affordable Housing Development Incentives, which identified an objective to consider updating the City's Density Ordinance.

BACKGROUND:

A density bonus is an incentive-based tool that permits a developer to increase the maximum allowable development density on a site in exchange for specified public policy goals. If adopted, the proposed Ordinance would provide density bonuses to help develop affordable housing units in exchange for a menu of incentives to make development easier. This is accomplished by reducing the applicable development standards such as height, floor area ratio, and setbacks, among others.

Density bonus regulations are mandated by Government Code § 65915. The City's density bonus regulations were last updated in 2013 and there have been changes in California law during the last ten years that require amendments to the MPMC. The proposed Ordinance will reconcile the City's regulations with applicable law.

ANALYSIS

If adopted, the Ordinance will implement Government Code §§ 65915, *et seq.* (Attachment A). Currently, California law permits a bonus ranging from 20-80% density increase, depending on how many affordable housing units the developer includes in a project. Additionally, for projects that provide 100% affordable units, applicants are allowed unlimited density bonus and an additional three stories of building height if located near a major transit stop. Under the State law, the following are the minimum thresholds that qualify a project for a density bonus:

- 5% of units set-aside for very low income households;
- 10% of units set-aside for lower income households ;
- 10% of for-sale units set-aside for moderate income households ;

- 100% of units set-aside for very low, low-, and moderate-income households (with maximum 20% moderate);
- 10% of the housing units set-aside for transitional foster youth, disabled veterans or homeless persons, with rents restricted at the very low-income level;
- 20% of units set-aside for low-income college students in housing dedicated for full-time students at accredited colleges;
- The project dedicates at least one acre of land, or land of sufficient size to permit at least 40 units, to the city for very low-income units and is appropriately zoned and includes access to public utilities and infrastructure;
- The project is a senior citizen housing development with at least 35 units (no affordable units required); and
- The project is a mobile home park this is age-restricted to senior citizens (no affordable units required)

As part of the update to the Density Bonus regulations, an updated menu of incentives is included. This allows the City to prioritize relaxation of development standards. The menu of incentives provides clarity to developers while preserving the City's interests and priorities. The menu of incentives includes:

- Reduction of yards and setbacks;
- Reduction of lot width requirements;
- Increase of floor area ratio;
- Increase in building height/total number of stories;
- Reduction of open space requirements;
- Expanded area for density calculation; and
- Sustainable "Green" Building compliance.

Newly added to the menu of incentives is an option for additional density bonus when a development employs sustainable building practices, as prioritizing sustainable practices is one of the City's goals. This menu of incentives helps to preserve local control within the City's developable properties. Overall, the proposed Ordinance, if adopted, helps to achieve goals and objectives set by City Council and the Housing Element, and is consistent with California law.

FISCAL IMPACT:

There are no identifiable fiscal impacts associated with adopting the Ordinance (other than administrative costs associated with codifying the Ordinance). Should this item be approved, at the second reading of this ordinance, the Director will bring forward a resolution to establish a Density Bonus application fee.

Respectfully submitted by:

Jessica Serrano
Director of Community Development

Prepared by:

Beth Chow, AICP
Senior Planner

Approved by:

Ron Bow
City Manager

Reviewed by:

Justin A. Tamayo
Deputy City Attorney

ATTACHMENTS:

1. Government Code § 65915 through 65918
2. Ordinance No. _____ amending Title 21 (Zoning) of the Monterey Park Municipal Code to add Chapter 21.18, entitled “Affordable Housing Incentives – Density Bonus”
3. Notice of Exemption

ATTACHMENT 1
Government Code § 65915 through 65918

GOVERNMENT CODE - GOV

TITLE 7. PLANNING AND LAND USE [65000 - 66499.58] *(Heading of Title 7 amended by Stats. 1974, Ch. 1536.)*

DIVISION 1. PLANNING AND ZONING [65000 - 66301] *(Heading of Division 1 added by Stats. 1974, Ch. 1536.)*

CHAPTER 4.3. Density Bonuses and Other Incentives [65915 - 65918] *(Chapter 4.3 added by Stats. 1979, Ch. 1207.)*

65915. (a) (1) When an applicant seeks a density bonus for a housing development within, or for the donation of land for housing within, the jurisdiction of a city, county, or city and county, that local government shall comply with this section. A city, county, or city and county shall adopt an ordinance that specifies how compliance with this section will be implemented. Except as otherwise provided in subdivision (s), failure to adopt an ordinance shall not relieve a city, county, or city and county from complying with this section.

(2) A local government shall not condition the submission, review, or approval of an application pursuant to this chapter on the preparation of an additional report or study that is not otherwise required by state law, including this section. This subdivision does not prohibit a local government from requiring an applicant to provide reasonable documentation to establish eligibility for a requested density bonus, incentives or concessions, as described in subdivision (d), waivers or reductions of development standards, as described in subdivision (e), and parking ratios, as described in subdivision (p).

(3) In order to provide for the expeditious processing of a density bonus application, the local government shall do all of the following:

(A) Adopt procedures and timelines for processing a density bonus application.

(B) Provide a list of all documents and information required to be submitted with the density bonus application in order for the density bonus application to be deemed complete. This list shall be consistent with this chapter.

(C) Notify the applicant for a density bonus whether the application is complete in a manner consistent with the timelines specified in Section 65943.

(D) (i) If the local government notifies the applicant that the application is deemed complete pursuant to subparagraph (C), provide the applicant with a determination as to the following matters:

(I) The amount of density bonus, calculated pursuant to subdivision (f), for which the applicant is eligible.

(II) If the applicant requests a parking ratio pursuant to subdivision (p), the parking ratio for which the applicant is eligible.

(III) If the applicant requests incentives or concessions pursuant to subdivision (d) or waivers or reductions of development standards pursuant to subdivision (e), whether the applicant has provided adequate information for the local government to make a determination as to those incentives, concessions, or waivers or reductions of development standards.

(ii) Any determination required by this subparagraph shall be based on the development project at the time the application is deemed complete. The local government shall adjust the amount of density bonus and parking ratios

awarded pursuant to this section based on any changes to the project during the course of development.

(b) (1) A city, county, or city and county shall grant one density bonus, the amount of which shall be as specified in subdivision (f), and, if requested by the applicant and consistent with the applicable requirements of this section, incentives or concessions, as described in subdivision (d), waivers or reductions of development standards, as described in subdivision (e), and parking ratios, as described in subdivision (p), if an applicant for a housing development seeks and agrees to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this section, that will contain at least any one of the following:

(A) Ten percent of the total units of a housing development, including a shared housing building development, for rental or sale to lower income households, as defined in Section 50079.5 of the Health and Safety Code.

(B) Five percent of the total units of a housing development, including a shared housing building development, for rental or sale to very low income households, as defined in Section 50105 of the Health and Safety Code.

(C) A senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, or a mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code. For purposes of this subparagraph, “development” includes a shared housing building development.

(D) Ten percent of the total dwelling units of a housing development are sold to persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, provided that all units in the development are offered to the public for purchase.

(E) Ten percent of the total units of a housing development for transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.). The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units.

(F) (i) Twenty percent of the total units for lower income students in a student housing development that meets the following requirements:

(I) All units in the student housing development will be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. In order to be eligible under this subclause, the developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the city, county, or city and county that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions. An operating agreement or master lease entered into pursuant to this subclause is not violated or breached if, in any subsequent year, there are not sufficient students enrolled in an institution of higher education to fill all units in the student housing development.

(II) The applicable 20-percent units will be used for lower income students.

(III) The rent provided in the applicable units of the development for lower income students shall be calculated at 30 percent of 65 percent of the area median income for a single-room occupancy unit type.

(IV) The development will provide priority for the applicable affordable units for lower income students experiencing homelessness. A homeless service provider, as defined in paragraph (3) of subdivision (e) of Section 103577 of the Health and Safety Code, or institution of higher education that has knowledge of a person’s homeless status may verify a person’s status as homeless for purposes of this subclause.

(ii) For purposes of calculating a density bonus granted pursuant to this subparagraph, the term "unit" as used in this section means one rental bed and its pro rata share of associated common area facilities. The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years.

(G) One hundred percent of all units in the development, including total units and density bonus units, but exclusive of a manager's unit or units, are for lower income households, as defined by Section 50079.5 of the Health and Safety Code, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in Section 50053 of the Health and Safety Code. For purposes of this subparagraph, "development" includes a shared housing building development.

(2) For purposes of calculating the amount of the density bonus pursuant to subdivision (f), an applicant who requests a density bonus pursuant to this subdivision shall elect whether the bonus shall be awarded on the basis of subparagraph (A), (B), (C), (D), (E), (F), or (G) of paragraph (1).

(c) (1) (A) An applicant shall agree to, and the city, county, or city and county shall ensure, the continued affordability of all very low and low-income rental units that qualified the applicant for the award of the density bonus for 55 years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program.

(B) (i) Except as otherwise provided in clause (ii), rents for the lower income density bonus units shall be set at an affordable rent, as defined in Section 50053 of the Health and Safety Code.

(ii) For housing developments meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b), rents for all units in the development, including both base density and density bonus units, shall be as follows:

(I) The rent for at least 20 percent of the units in the development shall be set at an affordable rent, as defined in Section 50053 of the Health and Safety Code.

(II) The rent for the remaining units in the development shall be set at an amount consistent with the maximum rent levels for lower income households, as those rents and incomes are determined by the California Tax Credit Allocation Committee.

(2) (A) An applicant shall agree to ensure, and the city, county, or city and county shall ensure, that a for-sale unit that qualified the applicant for the award of the density bonus meets either of the following conditions:

(i) The unit is initially occupied by a person or family of very low, low, or moderate income, as required, and it is offered at an affordable housing cost, as that cost is defined in Section 50052.5 of the Health and Safety Code and is subject to an equity sharing agreement.

(ii) The unit is purchased by a qualified nonprofit housing corporation pursuant to a recorded contract that satisfies all of the requirements specified in paragraph (10) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code and that includes all of the following:

(I) A repurchase option that requires a subsequent purchaser of the property that desires to resell or convey the property to offer the qualified nonprofit corporation the right to repurchase the property prior to selling or conveying that property to any other purchaser.

(II) An equity sharing agreement.

(III) Affordability restrictions on the sale and conveyance of the property that ensure that the property will be preserved for lower income housing for at least 45 years for owner-occupied housing units and will be sold or

resold only to persons or families of very low, low, or moderate income, as defined in Section 50052.5 of the Health and Safety Code.

(B) For purposes of this paragraph, a "qualified nonprofit housing corporation" is a nonprofit housing corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code that has received a welfare exemption under Section 214.15 of the Revenue and Taxation Code for properties intended to be sold to low-income families who participate in a special no-interest loan program.

(C) The local government shall enforce an equity sharing agreement required pursuant to clause (i) or (ii) of subparagraph (A), unless it is in conflict with the requirements of another public funding source or law or may defer to the recapture provisions of the public funding source. The following apply to the equity sharing agreement:

(i) Upon resale, the seller of the unit shall retain the value of any improvements, the downpayment, and the seller's proportionate share of appreciation.

(ii) Except as provided in clause (v), the local government shall recapture any initial subsidy, as defined in clause (iii), and its proportionate share of appreciation, as defined in clause (iv), which amount shall be used within five years for any of the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote home ownership.

(iii) For purposes of this subdivision, the local government's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the moderate-income household, plus the amount of any downpayment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.

(iv) For purposes of this subdivision, the local government's proportionate share of appreciation shall be equal to the ratio of the local government's initial subsidy to the fair market value of the home at the time of initial sale.

(v) If the unit is purchased or developed by a qualified nonprofit housing corporation pursuant to clause (ii) of subparagraph (A) the local government may enter into a contract with the qualified nonprofit housing corporation under which the qualified nonprofit housing corporation would recapture any initial subsidy and its proportionate share of appreciation if the qualified nonprofit housing corporation is required to use 100 percent of the proceeds to promote homeownership for lower income households as defined by Health and Safety Code Section 50079.5 within the jurisdiction of the local government.

(3) (A) An applicant shall be ineligible for a density bonus or any other incentives or concessions under this section if the housing development is proposed on any property that includes a parcel or parcels on which rental dwelling units are or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; subject to any other form of rent or price control through a public entity's valid exercise of its police power; or occupied by lower or very low income households, unless the proposed housing development replaces those units, and either of the following applies:

(i) The proposed housing development, inclusive of the units replaced pursuant to this paragraph, contains affordable units at the percentages set forth in subdivision (b).

(ii) Each unit in the development, exclusive of a manager's unit or units, is affordable to, and occupied by, either a lower or very low income household.

(B) For the purposes of this paragraph, "replace" shall mean either of the following:

(i) If any dwelling units described in subparagraph (A) are occupied on the date of application, the proposed housing development shall provide at least the same number of units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy. If the income category of the household in occupancy is not known, it shall be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. For unoccupied dwelling units described in subparagraph (A) in a development with occupied units, the proposed housing development shall provide units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as the last household in occupancy. If the income category of the last household in occupancy is not known, it shall be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. All replacement calculations resulting in fractional units shall be rounded up to the next whole number. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(ii) If all dwelling units described in subparagraph (A) have been vacated or demolished within the five-year period preceding the application, the proposed housing development shall provide at least the same number of units of equivalent size as existed at the highpoint of those units in the five-year period preceding the application to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those persons and families in occupancy at that time, if known. If the incomes of the persons and families in occupancy at the highpoint is not known, it shall be rebuttably presumed that low-income and very low income renter households occupied these units in the same proportion of low-income and very low income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. All replacement calculations resulting in fractional units shall be rounded up to the next whole number. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(C) Notwithstanding subparagraph (B), for any dwelling unit described in subparagraph (A) that is or was, within the five-year period preceding the application, subject to a form of rent or price control through a local government's valid exercise of its police power and that is or was occupied by persons or families above lower income, the city, county, or city and county may do either of the following:

(i) Require that the replacement units be made available at affordable rent or affordable housing cost to, and occupied by, low-income persons or families. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(ii) Require that the units be replaced in compliance with the jurisdiction's rent or price control ordinance, provided that each unit described in subparagraph (A) is replaced. Unless otherwise required by the jurisdiction's rent or price control ordinance, these units shall not be subject to a recorded affordability restriction.

(D) For purposes of this paragraph, "equivalent size" means that the replacement units contain at least the same total number of bedrooms as the units being replaced.

(E) Subparagraph (A) does not apply to an applicant seeking a density bonus for a proposed housing development if the applicant's application was submitted to, or processed by, a city, county, or city and county before January 1, 2015.

(d) (1) An applicant for a density bonus pursuant to subdivision (b) may submit to a city, county, or city and county a proposal for the specific incentives or concessions that the applicant requests pursuant to this section, and may request a meeting with the city, county, or city and county. The city, county, or city and county shall grant the concession or incentive requested by the applicant unless the city, county, or city and county makes a written finding, based upon substantial evidence, of any of the following:

(A) The concession or incentive does not result in identifiable and actual cost reductions, consistent with subdivision (k), to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(B) The concession or incentive would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low-income and moderate-income households.

(C) The concession or incentive would be contrary to state or federal law.

(2) The applicant shall receive the following number of incentives or concessions:

(A) One incentive or concession for projects that include at least 10 percent of the total units for lower income households, at least 5 percent for very low income households, or at least 10 percent for persons and families of moderate income in a development in which the units are for sale.

(B) Two incentives or concessions for projects that include at least 17 percent of the total units for lower income households, at least 10 percent for very low income households, or at least 20 percent for persons and families of moderate income in a development in which the units are for sale.

(C) Three incentives or concessions for projects that include at least 24 percent of the total units for lower income households, at least 15 percent for very low income households, or at least 30 percent for persons and families of moderate income in a development in which the units are for sale.

(D) Four incentives or concessions for a project meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b). If the project is located within one-half mile of a major transit stop or is located in a very low vehicle travel area in a designated county, the applicant shall also receive a height increase of up to three additional stories, or 33 feet.

(E) One incentive or concession for projects that include at least 20 percent of the total units for lower income students in a student housing development.

(3) The applicant may initiate judicial proceedings if the city, county, or city and county refuses to grant a requested density bonus, incentive, or concession. If a court finds that the refusal to grant a requested density bonus, incentive, or concession is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. This subdivision shall not be interpreted to require a local government to grant an incentive or concession that has a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. This subdivision shall not be interpreted to require a local government to grant an incentive or concession that would have an adverse impact on any real property that is listed in the California Register of Historical Resources. The city, county, or city and county shall establish procedures for carrying out this section that shall include legislative body approval of the means of compliance with this section.

(4) The city, county, or city and county shall bear the burden of proof for the denial of a requested concession or incentive.

(e) (1) In no case may a city, county, or city and county apply any development standard that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted by this section. Subject to paragraph (3), an applicant may submit to a city, county, or city and county a proposal for the waiver or reduction of development standards that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted under this section, and may request a meeting with the city, county, or city and county. If a court finds that the refusal to grant a waiver or reduction of development standards is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. This subdivision shall not be interpreted to require a local government to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. This subdivision shall not be interpreted to require a local government to waive or reduce development standards that would have an adverse impact on any real property that is listed in the California Register of Historical Resources, or to grant any waiver or reduction that would be contrary to state or federal law.

(2) A proposal for the waiver or reduction of development standards pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subdivision (d).

(3) A housing development that receives a waiver from any maximum controls on density pursuant to clause (ii) of subparagraph (D) of paragraph (3) of subdivision (f) shall only be eligible for a waiver or reduction of development standards as provided in subparagraph (D) of paragraph (2) of subdivision (d) and clause (ii) of subparagraph (D) of paragraph (3) of subdivision (f), unless the city, county, or city and county agrees to additional waivers or reductions of development standards.

(f) For the purposes of this chapter, "density bonus" means a density increase over the otherwise maximum allowable gross residential density as of the date of application by the applicant to the city, county, or city and county, or, if elected by the applicant, a lesser percentage of density increase, including, but not limited to, no increase in density. The amount of density increase to which the applicant is entitled shall vary according to the amount by which the percentage of affordable housing units exceeds the percentage established in subdivision (b).

(1) For housing developments meeting the criteria of subparagraph (A) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Low-Income Units	Percentage Density Bonus
10	20
11	21.5
12	23
13	24.5
14	26
15	27.5
16	29
17	30.5
18	32
19	33.5
20	35
21	38.75

22	42.5
23	46.25
24	50

(2) For housing developments meeting the criteria of subparagraph (B) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Very Low Income Units	Percentage Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35
12	38.75
13	42.5
14	46.25
15	50

(3) (A) For housing developments meeting the criteria of subparagraph (C) of paragraph (1) of subdivision (b), the density bonus shall be 20 percent of the number of senior housing units.

(B) For housing developments meeting the criteria of subparagraph (E) of paragraph (1) of subdivision (b), the density bonus shall be 20 percent of the number of the type of units giving rise to a density bonus under that subparagraph.

(C) For housing developments meeting the criteria of subparagraph (F) of paragraph (1) of subdivision (b), the density bonus shall be 35 percent of the student housing units.

(D) For housing developments meeting the criteria of subparagraph (G) of paragraph (1) of subdivision (b), the following shall apply:

(i) Except as otherwise provided in clauses (ii) and (iii), the density bonus shall be 80 percent of the number of units for lower income households.

(ii) If the housing development is located within one-half mile of a major transit stop, the city, county, or city and county shall not impose any maximum controls on density.

(iii) If the housing development is located in a very low vehicle travel area within a designated county, the city, county, or city and county shall not impose any maximum controls on density.

(4) For housing developments meeting the criteria of subparagraph (D) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Moderate-Income Units	Percentage Density Bonus
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	16
22	17
23	18
24	19
25	20
26	21
27	22
28	23
29	24
30	25
31	26
32	27
33	28
34	29
35	30
36	31
37	32
38	33
39	34
40	35
41	38.75
42	42.5

43	46.25
44	50

(5) All density calculations resulting in fractional units shall be rounded up to the next whole number. The granting of a density bonus shall not require, or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, or other discretionary approval.

(g) (1) When an applicant for a tentative subdivision map, parcel map, or other residential development approval donates land to a city, county, or city and county in accordance with this subdivision, the applicant shall be entitled to a 15-percent increase above the otherwise maximum allowable residential density for the entire development, as follows:

Percentage Very Low Income	Percentage Density Bonus
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35

(2) This increase shall be in addition to any increase in density mandated by subdivision (b), up to a maximum combined mandated density increase of 35 percent if an applicant seeks an increase pursuant to both this subdivision and subdivision (b). All density calculations resulting in fractional units shall be rounded up to the next whole number. Nothing in this subdivision shall be construed to enlarge or diminish the authority of a city, county, or city and county to require a developer

to donate land as a condition of development. An applicant shall be eligible for the increased density bonus described in this subdivision if all of the following conditions are met:

(A) The applicant donates and transfers the land no later than the date of approval of the final subdivision map, parcel map, or residential development application.

(B) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.

(C) The transferred land is at least one acre in size or of sufficient size to permit development of at least 40 units, has the appropriate general plan designation, is appropriately zoned with appropriate development standards for development at the density described in paragraph (3) of subdivision (c) of Section 65583.2, and is or will be served by adequate public facilities and infrastructure.

(D) The transferred land shall have all of the permits and approvals, other than building permits, necessary for the development of the very low income housing units on the transferred land, not later than the date of approval of the final subdivision map, parcel map, or residential development application, except that the local government may subject the proposed development to subsequent design review to the extent authorized by subdivision (i) of Section 65583.2 if the design is not reviewed by the local government before the time of transfer.

(E) The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with paragraphs (1) and (2) of subdivision (c), which shall be recorded on the property at the time of the transfer.

(F) The land is transferred to the local agency or to a housing developer approved by the local agency. The local agency may require the applicant to identify and transfer the land to the developer.

(G) The transferred land shall be within the boundary of the proposed development or, if the local agency agrees, within one-quarter mile of the boundary of the proposed development.

(H) A proposed source of funding for the very low income units shall be identified not later than the date of approval of the final subdivision map, parcel map, or residential development application.

(h) (1) When an applicant proposes to construct a housing development that conforms to the requirements of subdivision (b) and includes a childcare facility that will be located on the premises of, as part of, or adjacent to, the project, the city, county, or city and county shall grant either of the following:

(A) An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the childcare facility.

(B) An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the childcare facility.

(2) The city, county, or city and county shall require, as a condition of approving the housing development, that the following occur:

(A) The childcare facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable pursuant to subdivision (c).

(B) Of the children who attend the childcare facility, the children of very low income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of

dwelling units that are required for very low income households, lower income households, or families of moderate income pursuant to subdivision (b).

(3) Notwithstanding any requirement of this subdivision, a city, county, or city and county shall not be required to provide a density bonus or concession for a childcare facility if it finds, based upon substantial evidence, that the community has adequate childcare facilities.

(4) "Childcare facility," as used in this section, means a child daycare facility other than a family daycare home, including, but not limited to, infant centers, preschools, extended daycare facilities, and schoolage childcare centers.

(i) "Housing development," as used in this section, means a development project for five or more residential units, including mixed-use developments. For the purposes of this section, "housing development" also includes a subdivision or common interest development, as defined in Section 4100 of the Civil Code, approved by a city, county, or city and county and consists of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling, as defined in subdivision (d) of Section 65863.4, where the result of the rehabilitation would be a net increase in available residential units. For the purpose of calculating a density bonus, the residential units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than the areas where the units for the lower income households are located.

(j) (1) The granting of a concession or incentive shall not require or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, study, or other discretionary approval. For purposes of this subdivision, "study" does not include reasonable documentation to establish eligibility for the concession or incentive or to demonstrate that the incentive or concession meets the definition set forth in subdivision (k). This provision is declaratory of existing law.

(2) Except as provided in subdivisions (d) and (e), the granting of a density bonus shall not require or be interpreted to require the waiver of a local ordinance or provisions of a local ordinance unrelated to development standards.

(k) For the purposes of this chapter, concession or incentive means any of the following:

(1) A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code, including, but not limited to, a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required that results in identifiable and actual cost reductions, to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(2) Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located.

(3) Other regulatory incentives or concessions proposed by the developer or the city, county, or city and county that result in identifiable and actual cost reductions to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(l) Subdivision (k) does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly owned land, by the city, county, or city and county, or the waiver of fees or dedication requirements.

(m) This section does not supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code). Any density bonus, concessions, incentives, waivers or reductions of development standards, and parking ratios to which the applicant is entitled under this section shall be permitted in a manner that is consistent with this section and Division 20 (commencing with Section 30000) of the Public Resources Code.

(n) If permitted by local ordinance, nothing in this section shall be construed to prohibit a city, county, or city and county from granting a density bonus greater than what is described in this section for a development that meets the requirements of this section or from granting a proportionately lower density bonus than what is required by this section for developments that do not meet the requirements of this section.

(o) For purposes of this section, the following definitions shall apply:

(1) “Designated county” includes the Counties of Alameda, Contra Costa, Los Angeles, Marin, Napa, Orange, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, San Mateo, Santa Barbara, Santa Clara, Solano, Sonoma, and Ventura.

(2) “Development standard” includes a site or construction condition, including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an onsite open-space requirement, a minimum lot area per unit requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter, or other local condition, law, policy, resolution, or regulation.

(3) “Located within one-half mile of a major transit stop” means that any point on a proposed development, for which an applicant seeks a density bonus, other incentives or concessions, waivers or reductions of development standards, or a vehicular parking ratio pursuant to this section, is within one-half mile of any point on the property on which a major transit stop is located, including any parking lot owned by the transit authority or other local agency operating the major transit stop.

(4) “Lower income student” means a student who has a household income and asset level that does not exceed the level for Cal Grant A or Cal Grant B award recipients as set forth in paragraph (1) of subdivision (k) of Section 69432.7 of the Education Code. The eligibility of a student to occupy a unit for lower income students under this section shall be verified by an affidavit, award letter, or letter of eligibility provided by the institution of higher education in which the student is enrolled or by the California Student Aid Commission that the student receives or is eligible for financial aid, including an institutional grant or fee waiver from the college or university, the California Student Aid Commission, or the federal government.

(5) “Major transit stop” has the same meaning as defined in subdivision (b) of Section 21155 of the Public Resources Code.

(6) “Maximum allowable residential density” or “base density” means the maximum number of units allowed under the zoning ordinance, specific plan, or land use element of the general plan, or, if a range of density is permitted, means the maximum number of units allowed by the specific zoning range, specific plan, or land use element of the general plan applicable to the project. If the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan or specific plan, the greater shall prevail. Density shall be determined using dwelling units per acre. However, if the applicable zoning ordinance, specific plan, or land use element of the general plan does not provide a dwelling-units-per-acre standard for density, then the local agency shall calculate the number of units by:

(A) Estimating the realistic development capacity of the site based on the objective development standards applicable to the project, including, but not limited to, floor area ratio, site coverage, maximum building height and number of stories, building setbacks and stepbacks, public and private open space requirements, minimum percentage or square footage of any nonresidential component, and parking requirements, unless not required for the base project. Parking requirements shall include considerations regarding number of spaces, location, design, type, and circulation. A developer may provide a base density study and the local agency shall accept it, provided that it includes all applicable objective development standards.

(B) Maintaining the same average unit size and other project details relevant to the base density study, excepting those that may be modified by waiver or concession to accommodate the bonus units, in the proposed project as in the study.

(7) (A) (i) "Shared housing building" means a residential or mixed-use structure, with five or more shared housing units and one or more common kitchens and dining areas designed for permanent residence of more than 30 days by its tenants. The kitchens and dining areas within the shared housing building shall be able to adequately accommodate all residents. If a local ordinance further restricts the attributes of a shared housing building beyond the requirements established in this section, the local definition shall apply to the extent that it does not conflict with the requirements of this section.

(ii) A "shared housing building" may include other dwelling units that are not shared housing units, provided that those dwelling units do not occupy more than 25 percent of the floor area of the shared housing building. A shared housing building may include 100 percent shared housing units.

(B) "Shared housing unit" means one or more habitable rooms, not within another dwelling unit, that includes a bathroom, sink, refrigerator, and microwave, is used for permanent residence, that meets the "minimum room area" specified in Section R304 of the California Residential Code (Part 2.5 of Title 24 of the California Code of Regulations), and complies with the definition of "guestroom" in Section R202 of the California Residential Code. If a local ordinance further restricts the attributes of a shared housing building beyond the requirements established in this section, the local definition shall apply to the extent that it does not conflict with the requirements of this section.

(8) (A) "Total units" or "total dwelling units" means a calculation of the number of units that:

(i) Excludes a unit added by a density bonus awarded pursuant to this section or any local law granting a greater density bonus.

(ii) Includes a unit designated to satisfy an inclusionary zoning requirement of a city, county, or city and county.

(B) For purposes of calculating a density bonus granted pursuant to this section for a shared housing building, "unit" means one shared housing unit and its pro rata share of associated common area facilities.

(9) "Very low vehicle travel area" means an urbanized area, as designated by the United States Census Bureau, where the existing residential development generates vehicle miles traveled per capita that is below 85 percent of either regional vehicle miles traveled per capita or city vehicle miles traveled per capita. For purposes of this paragraph, "area" may include a travel analysis zone, hexagon, or grid. For the purposes of determining "regional vehicle miles traveled per capita" pursuant to this paragraph, a "region" is the entirety of incorporated and unincorporated areas governed by a multicounty or single-county metropolitan planning organization, or the entirety of the incorporated and unincorporated areas of an individual county that is not part of a metropolitan planning organization.

(p) (1) Except as provided in paragraphs (2), (3), and (4), upon the request of the developer, a city, county, or city and county shall not require a vehicular parking ratio, inclusive of parking for persons with a disability and guests, of a development meeting the criteria of subdivisions (b) and (c), that exceeds the following ratios:

(A) Zero to one bedroom: one onsite parking space.

(B) Two to three bedrooms: one and one-half onsite parking spaces.

(C) Four and more bedrooms: two and one-half parking spaces.

(2) (A) Notwithstanding paragraph (1), if a development includes at least 20 percent low-income units for housing developments meeting the criteria of subparagraph (A) of paragraph (1) of subdivision (b) or at least 11 percent very low income units for housing developments meeting the criteria of subparagraph (B) of paragraph (1) of subdivision (b), is located within one-half mile of a major transit stop, and there is unobstructed access to the major transit stop from the

development, then, upon the request of the developer, a city, county, or city and county shall not impose a vehicular parking ratio, inclusive of parking for persons with a disability and guests, that exceeds 0.5 spaces per unit. Notwithstanding paragraph (1), if a development includes at least 40 percent moderate-income units for housing developments meeting the criteria of subparagraph (D) of paragraph (1) of subdivision (b), is located within one-half mile of a major transit stop, as defined in subdivision (b) of Section 21155 of the Public Resources Code, and the residents of the development have unobstructed access to the major transit stop from the development then, upon the request of the developer, a city, county, or city and county shall not impose a vehicular parking ratio, inclusive of parking for persons with a disability and guests, that exceeds 0.5 spaces per bedroom.

(B) For purposes of this subdivision, “unobstructed access to the major transit stop” means a resident is able to access the major transit stop without encountering natural or constructed impediments. For purposes of this subparagraph, “natural or constructed impediments” includes, but is not limited to, freeways, rivers, mountains, and bodies of water, but does not include residential structures, shopping centers, parking lots, or rails used for transit.

(3) Notwithstanding paragraph (1), if a development meets the criteria of subparagraph (G) of paragraph (1) of subdivision (b), then, upon the request of the developer, a city, county, or city and county shall not impose vehicular parking standards if the development meets any of the following criteria:

(A) The development is located within one-half mile of a major transit stop and there is unobstructed access to the major transit stop from the development.

(B) The development is a for-rent housing development for individuals who are 55 years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

(C) The development is either a special needs housing development, as defined in Section 51312 of the Health and Safety Code, or a supportive housing development, as defined in Section 50675.14 of the Health and Safety Code. A development that is a special needs housing development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

(4) If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subdivision, a development may provide onsite parking through tandem parking or uncovered parking, but not through onstreet parking.

(5) This subdivision shall apply to a development that meets the requirements of subdivisions (b) and (c), but only at the request of the applicant. An applicant may request parking incentives or concessions beyond those provided in this subdivision pursuant to subdivision (d).

(6) This subdivision does not preclude a city, county, or city and county from reducing or eliminating a parking requirement for development projects of any type in any location.

(7) Notwithstanding paragraphs (2) and (3), if a city, county, city and county, or an independent consultant has conducted an areawide or jurisdictionwide parking study in the last seven years, then the city, county, or city and county may impose a higher vehicular parking ratio not to exceed the ratio described in paragraph (1), based upon substantial evidence found in the parking study, that includes, but is not limited to, an analysis of parking availability, differing levels of transit access, walkability access to transit services, the potential for shared parking, the effect of parking requirements on the cost of market-rate and subsidized developments, and the lower rates of car ownership for low-income and very low income individuals, including seniors and special needs individuals. The city, county, or city and county shall pay the costs of any new study. The city, county, or city and county shall make findings, based on a parking study completed in conformity with this paragraph, supporting the need for the higher parking ratio.

(8) A request pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subdivision (d).

(q) Each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number. The Legislature finds and declares that this provision is declaratory of existing law.

(r) This chapter shall be interpreted liberally in favor of producing the maximum number of total housing units.

(s) Notwithstanding any other law, if a city, including a charter city, county, or city and county has adopted an ordinance or a housing program, or both an ordinance and a housing program, that incentivizes the development of affordable housing that allows for density bonuses that exceed the density bonuses required by the version of this section effective through December 31, 2020, that city, county, or city and county is not required to amend or otherwise update its ordinance or corresponding affordable housing incentive program to comply with the amendments made to this section by the act adding this subdivision, and is exempt from complying with the incentive and concession calculation amendments made to this section by the act adding this subdivision as set forth in subdivision (d), particularly subparagraphs (B) and (C) of paragraph (2) of that subdivision, and the amendments made to the density tables under subdivision (f).

(t) When an applicant proposes to construct a housing development that conforms to the requirements of subparagraph (A) or (B) of paragraph (1) of subdivision (b) that is a shared housing building, the city, county, or city and county shall not require any minimum unit size requirements or minimum bedroom requirements that are in conflict with paragraph (7) of subdivision (o).

(u) (1) The Legislature finds and declares that the intent behind the Density Bonus Law is to allow public entities to reduce or even eliminate subsidies for a particular project by allowing a developer to include more total units in a project than would otherwise be allowed by the local zoning ordinance in exchange for affordable units. It further reaffirms that the intent is to cover at least some of the financing gap of affordable housing with regulatory incentives, rather than additional public subsidy.

(2) It is therefore the intent of the Legislature to make modifications to the Density Bonus Law by the act adding this subdivision to further incentivize the construction of very low, low-, and moderate-income housing units. It is further the intent of the Legislature in making these modifications to the Density Bonus Law to ensure that any additional benefits conferred upon a developer are balanced with the receipt of a public benefit in the form of adequate levels of affordable housing. The Legislature further intends that these modifications will ensure that the Density Bonus Law creates incentives for the construction of more housing across all areas of the state.

(Amended by Stats. 2022, Ch. 653, Sec. 1.5. (AB 2334) Effective January 1, 2023.)

ATTACHMENT 2

Ordinance No. _____ amending Title 21 (Zoning) of the Monterey Park Municipal Code to add Chapter 21.18, entitled “Affordable Housing Incentives – Density Bonus”

ORDINANCE NO.

AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTER 21.18 GOVERNING AFFORDABLE HOUSING INCENTIVES AND DENSITY BONUS

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

SECTION 1: The City Council finds and declares that:

A. Monterey Park Municipal Code ("MPMC") Chapter 21.18 regulates density bonuses in the City and was last amended in 2013;

B. The City initiated a code amendment by this Ordinance ("ZCA 23-01") pursuant to MPMC § 21.38.020;

C. In addition, the Director reviewed ZCA 23-01'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 25, 2023, the Planning Commission conducted a duly noticed public hearing to assess the proposed MPMC amendments in ZCA 23-01, considered all oral and written evidence, and adopted Planning Commission Resolution No. 03-23 recommending that the City Council adopt this Ordinance; and

E. This Ordinance is adopted based upon the entirety of the administrative record including, without limitation, the staff reports submitted to the Planning Commission and City Council during the course of the public hearings.

SECTION 2: *Zoning Amendments.* Pursuant to MPMC § 21.38.050, the City Council finds as follows:

A. The MPMC amendments in this Ordinance are consistent with the goals, policies and objectives of the General Plan. Among other things, these regulations will provide housing opportunities for households in all income levels without constraining housing development in the City and implements Program 14 of the Housing Element.

B. This Ordinance will not adversely affect surrounding properties. Regulations adopted by the Ordinance govern all property within the City's jurisdiction and will not affect a change in the use or the intensity of use of property in any zone.

C. This Ordinance promotes public health, safety, and general welfare and serves the goals and purposes of the MPMC's zoning regulations. The density bonus regulations will continue to promote the public health, safety, and general

welfare while serving the goals and purposes of the zoning regulations. Among other things, the regulations will facilitate creation of housing to address the Legislature's determination regarding a statewide housing shortage for households of very low-, low-, and moderate-incomes, and bring the MPMC into compliance with State law.

SECTION 3: *Environmental Review.* The proposed Ordinance is exempt from additional environmental review under the California Environmental Quality Act ("California Public Resources Code §§ 21000, *et seq*., "CEQA") and its implementing guidelines (14 California Code of Regulations §§ 15000, *et seq*.; "CEQA Guidelines") for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines § 15060(c)(2)); (2) there is no possibility that the Ordinance itself may have a significant effect on the environment (CEQA Guidelines § 15061(b)(3)); and (3) the Ordinance, by itself, does not constitute a "project" as defined in the CEQA Guidelines (CEQA Guidelines § 15378). The Ordinance is for general policies and procedure-making; any project governed by the proposed Ordinance would receive a separate environmental evaluation and review. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 4: Chapter 21.18 of the Monterey Park Municipal Code ("MPMC") entitled "AFFORDABLE HOUSING INCENTIVES—DENSITY BONUS" is amended in its entirety to read as follows:

"**Chapter 21.18**

AFFORDABLE HOUSING INCENTIVES—DENSITY BONUS

21.18.010. Purpose and Intent
21.18.020. Procedures
21.18.030. Bonuses and Incentives
21.18.040. Amenities
21.18.050. Menu of Incentives
21.18.060. Request for Incentives
21.18.070. Additional Option for Affordable Units Located Near Transit Stop/ Major Employment Center

21.18.010. **Purpose**.

The purpose of this Chapter is to establish procedures for implementing density bonus requirements set forth in Government Code §§ 65915, *et seq*., as may be amended from time to time (the "Density Bonus Act").

21.18.020. **Procedure**.

A. In addition to any other requirement, applications for a density bonus must be filed on a form approved by the Community Development Director, or

designee (the “Director”). An application must be filed concurrently with any other land use application required by this code. At the time the application is submitted, the applicant must pay an application fee established by City Council resolution.

B. The Director will process the Density Bonus Act application in the same manner as all applications required by this code.

C. Applications filed under this chapter must include reasonable documentation to establish eligibility under the Density Bonus Act.

21.18.030. **Bonuses and Incentives.**

A. Housing developments qualifying under the Density Bonus Act may receive a bonus or concession pursuant to this chapter.

B. Terms and phrases used in this chapter have the same meaning as defined by the Density Bonus Act.

C. Where the density allowed under this code is inconsistent with the density allowed under the land use element of the general plan, the maximum density allowed controls.

D. Upon an applicant’s submission of reasonable documentation establishing eligibility, the City may not impose any development standard or parking standard that physically precludes a housing development qualifying under the Density Bonus Act.

E. Before the Building Official issues a building permit, an applicant receiving bonuses or concessions under this chapter must execute and record an agreement, in a form approved by the City Attorney, securing the continued affordability of all dwelling units in accordance with the Density Bonus Act and this chapter.

F. All dwelling units benefitting from the bonuses or concessions under this chapter must be concurrently built in the same manner as market rates. All affordable units must be integrated and reasonably distributed throughout the approved project with the market rate units to ensure a reasonable mix of affordable and market rate units.

21.18.040. **Amenities.**

Residents of affordable units may not be charged for amenities not charged to other residents including, without limitation, access to recreational facilities, parking, cable television, and interior amenities like dishwashers and microwave

ovens. Optional services for all residents must be the same. Tenants of affordable units may not be required to purchase additional services.

21.18.050. **Menu of Incentives**.

Applicants with projects qualifying for incentives may request one or more of the following incentives the number of incentives being requested must be consistent to the Density Bonus Act unless otherwise authorized by the approving body:

A. Yard/Setback. Up to a 20% decrease in the required width or depth of any individual yard or setback, except along any property line that abuts a R-1 or more restrictively zoned property. A landscaping plan must be submitted to the Director for approval that incorporates screening as defined by this title.

B. Lot Width. Up to a 20% decrease from a lot width requirement. A landscaping plan must be submitted to the Director for approval that incorporates screening as defined by this title.

C. Floor Area Ratio.

1. A percentage increase in the allowable floor area ratio equal to the percentage of density bonus for which the project is eligible, not to exceed 35%; or

2. In lieu of the otherwise applicable floor area ratio, a floor area ratio not to exceed those identified in the General Plan governing the project site.

D. Height. Subject to Chapter 21.42, a percentage increase in the height requirement in feet equal to the percentage of density bonus for which the project is eligible. This percentage increase in height is applicable over the entire parcel regardless of the number of underlying height limits. For purposes of this subsection, height limits contained in this Title and adopted specific plans do not apply.

1. In any zone in which the height or number of stories is limited, this height increase will permit a maximum of 11 additional feet or one additional story, whichever is lower, to provide the affordable units.

2. No additional height can be permitted for that portion of a building in a project that is located within 50 feet of a lot classified in an R-1 or more restrictive zone.

3. No additional height is permitted for that portion of a building in a project that is located within 15 feet of a lot classified in the R-2 Zone.

4. For each foot of additional height, the building must be set back one horizontal foot.

5. No additional height can be permitted for any portion of a building in a project located on a lot sharing a common lot line with or across an alley from a lot classified in an R-1 or more restrictive zone. This prohibition does not apply if the lot on which the project is located within 1,500 feet of a transit stop but no additional height can be permitted for that portion of a building in the project that is located within 50 feet of a lot classified in an R-1 or more restrictive residential zone.

E. Open Space. Up to a 20% decrease from an open space requirement. A landscaping plan must be submitted to the Director for approval that incorporates screening as defined by this title.

F. Density Calculation. The area of any land required to be dedicated for street or alley purposes may be included as lot area for purposes of calculating the maximum density permitted by the underlying zone in which the project is located.

G. Green Building. Density Bonus qualified projects that achieve compliance with Level 2 of the California Green Building Code may be provided with the following additional incentives that will not be counted toward the maximum incentives as permitted by California law:

1. Projects may be granted a density bonus of 20% additional units; or

2. Fifty percent of private open space may be credited toward satisfying common open space requirements if each dwelling unit, out of 50% of the total number of dwelling units, includes at least 50 square feet of private open space with a minimum width and length of 5 linear feet. Alternatively, the project may comply with common open space requirements by providing private open space areas that exceed the minimum private open space requirements in this title, provided the private open space is equal to or greater than the total common open space area required for the development in this title.

21.18.060. **Request for Incentives.**

A. For projects qualifying under the Density Bonus Act for which ministerial approvals are required, the following procedures apply:

1. Application. An applicant must file a request on a form provided by the Director, accompanied fees established by city council resolution.

2. Director Authority. The Director may determine whether an application is consistent with this chapter.

B. Action. The Director must approve a density bonus and requested incentive(s) unless the Director makes one or more of the written findings provided for under Government Code § 65915(d)(1).

C. Written Decision. The Director must transmit a written decision by first class mail to the applicant and to all owners of properties abutting, and across the street or alley from the subject property.

21.18.070. **Additional Option for Affordable Units Located Near Transit Stop/ Major Employment Center.**

In lieu of providing the requisite number of affordable units in a project located in or within 1,500 feet of a transit stop or major employment center, as determined by the Director, that would otherwise be required under this Chapter an applicant may opt to provide a greater number of smaller units provided that:

A. The total number of units in the project, including density bonus units, do not exceed the maximum permitted by this chapter;

B. The square footage of the aggregate smaller affordable units is equal to or greater than the square footage of the aggregate affordable units that would otherwise be required under this chapter;

C. The smaller affordable units are distributed throughout the building and have proportionally the same number of bedrooms as the market rate units; and

D. The smaller affordable units meet the minimum unit size requirements established by the Low Income Housing Tax Credit Program (4 Cal. Code of Regs. § 10300, *et seq*.).”

SECTION 5: *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 6: *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 7: *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 8: *Recordation*. The City Clerk, or designee, 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, and cause it to be published or posted in accordance with California law.

SECTION 9: *Effective Date*. This Ordinance will become effective 30 days after second reading 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

By: _____
Justin A. Tamayo, Deputy City Attorney

ATTACHMENT 3
Notice of Exemption

Notice of Exemption

From: City of Monterey Park Planning
320 W. Newmark Avenue
Monterey Park, CA 91754

To:

☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☐ Los Angeles, County Clerk
Environmental Filings
12400 Imperial Highway #1201
Norwalk, CA 90650
Attn: Business Filings and Registration

Project Title: Zoning Code Amendment No. 23-01 (ZCA-23-01) Density Bonus Ordinance
Project Location - Specific: City-Wide
Project Location - City: Monterey Park
Project Location - County: Los Angeles

Description of Project:
Consideration and possible action to amend Monterey Park Municipal Code (MPMC) Title 21, Chapter 21.18 Affordable Housing Incentives – Density Bonus in its entirety.

Name of Public Agency Approving Project: City of Monterey Park
Name of Person or Agency Carrying Out Project: City of Monterey Park

Exempt Status: (*check one*)

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☐ Categorical Exemption. State type and section number: _____

☐ Statutory Exemptions. State code number: _____

☐ Other: CEQA Guideline §§ 15060(c)(2), 15061(b)(3), 15378

Reasons why project is exempt: The proposed Ordinance is exempt from additional environmental review under the California Environmental Quality Act ("California Public Resources Code §§ 21000, et seq., "CEQA") and its implementing guidelines (14 California Code of Regulations §§ 15000, et seq.; "CEQA Guidelines") for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines § 15060(c)(2)); (2) there is no possibility that the Ordinance itself may have a significant effect on the environment (CEQA Guidelines § 15061(b)(3)); and (3) the Ordinance, by itself, does not constitute a "project" as defined in the CEQA Guidelines (CEQA Guidelines § 15378). The Ordinance is for general policies and procedure-making; any project governed by the proposed Ordinance would receive a separate environmental evaluation and review. It can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

Lead Agency Contact Person: Beth Chow, AICP Telephone (626) 307-1315

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: Senior Planner

☐ Signed by Lead Agency Date received for filing at OPR:

☐ Signed by Applicant

City Council Staff Report

DATE: June 7, 2023

AGENDA ITEM NO: Public Hearing - 4D

TO: The Honorable Mayor and City Council

FROM: Jessica Serrano, Director of Community Development

SUBJECT: A continued public hearing to consider introduction and first reading of Zoning Code Amendment No. 22-01 (ZCA-22-01), an ordinance adding the Monterey Park Municipal Code, Chapter 21.19, entitled “Inclusionary Housing” to implement the Monterey Park Housing Element.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening a continued public hearing and taking testimonial and documentary evidence;
2. After closing the public hearing and considering the evidence submitted during that public hearing to introduce and waive first reading of Ordinance No. _____ adding Chapter 21.19 (Inclusionary Housing) to the Monterey Park Municipal Code to implement the Monterey Park Housing Element; and
3. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

Pursuant to the California Environmental Quality Act (Public Resources Code § 21000, *et seq*.; “CEQA”) and its implementing regulations (14 Cal. Code of Regs. § 15000, *et seq*.; the "CEQA Guidelines”), the proposed Ordinance and Resolution (ZCA 22-01) are exempt from further CEQA review for the following reasons: (1) they will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines § 15060(c)(2)); (2) there is no possibility that the Ordinance may have a significant effect on the environment because any potential, future, housing projects would undergo separate environmental review (CEQA Guidelines § 15061(b)(3)); and (3) the Ordinance and Resolution, by themselves, do not constitute a “project” as defined in the CEQA Guidelines because they involve a policy action that is legislative implementing affordable housing policy and affects prospective future housing development to comply with Housing Element Program 15 (CEQA Guidelines § 15378).

BOARD/COMMISSION REVIEW:

The Planning Commission, at its April 25, 2023 meeting reviewed this ordinance, and recommended approval of the ordinance to the City Council, with a minor change. The Commission recommended that a change be made to the ordinance so that in cases

where a fractional unit is required of the developer, the process would require rounding up to the next whole number for units to be provided on-site or the in-lieu fees be paid. A redline version of the ordinance has been provided to demonstrate the language change recommended by the Commission (Attachment 1).

EXECUTIVE SUMMARY:

On May 17, 2023, the City Council by a unanimous vote, continued the item to June 7, 2022.

Program 15 of the Monterey Park Housing Element provides that the City Council will consider an inclusionary housing ordinance. The ordinance was originally presented to Council at its November 2, 2022 meeting, however the City Council recommended that a land dedication option be included in the ordinance, and referred the matter back to the Planning Commission for review.

The Ordinance (Attachment 1) would encourage the production of affordable units in new housing developments. This is accomplished by several methods, or a combination of methods: (1) require actual construction of affordable units; (2) payment of an in-lieu fee to the City that commensurate with the cost of a the “affordability gap” between the market and affordable rate for the new unit or the construction of off-site affordable units within the City; (3) construction of affordable units at an off-site location within the City, and/or (4) dedication of land for the purpose of constructing affordable units within the City.

BACKGROUND:

The City adopted the 2021-2029 Housing Element of the General Plan on January 19, 2022; it was certified on March 20, 2023. Housing Element Program 15 provides that the City Council will consider an inclusionary housing program. Such programs require certain residential and mixed-use developments to designate a percentage of units within the development as affordable housing. Alternatively, a developer may construct off-site units or pay a fee or dedicate land in the City for the creation of affordable units.

On September 7, 2022, the City Council discussed potential inclusionary housing standards. The Council generally supported inclusionary housing requirements and directed the City Manager to develop an ordinance.

On September 27, 2022, the Planning Commission adopted a resolution recommending that the City Council adopt the draft Ordinance, which was considered by City Council on November 2, 2022. At that meeting, the Council asked for more information on how the Affordable Housing Trust Fund monies would be utilized, allowing developers an option to dedicate land for the development of affordable units, and provide more information on density bonuses. Council directed the Director to make further changes to the Inclusionary Housing Ordinance and refer the matter back to the Planning Commission for review and recommendation.

The Director revised the proposed Ordinance by including language at the end of draft MPMC Section 21.19.050(A)(3) governing the use of the Affordable Housing Trust Fund monies, which can be used for additional uses as may be designated by City Council resolution; added subsection "c" to 21.19.050 regulating land dedication as an alternative manner of compliance; and is bringing revisions to the City's Density Bonus regulations in conjunction with the Inclusionary Housing Ordinance. The option for developers to dedicate land works in tandem with the in-lieu fees that would create not only the capital to fund an affordable housing project, but also provides for land to create units. This item was considered by the Planning Commission on April 25, 2023. The Planning Commission adopted Resolution No. 02-23, recommending that the Council adopt the draft ordinance with the change noted in the above section. A fee resolution related to the in-lieu fee will be schedule with the second reading of this ordinance, should the ordinance be introduced and a first reading occur.

ANALYSIS

As part of the research conducted in the drafting of this Ordinance, several inclusionary housing ordinances were reviewed, including ordinances for nearby communities and for communities beyond the San Gabriel Valley. Attachment 3 contains a summary of some of the inclusionary housing ordinances that were reviewed.

The following table provides a summary of the major components of the proposed Ordinance:

Applicability	Projects creating 5 or more dwelling units
Affordability Levels*	For rent projects: - 9% Low-Income Households - 6% Moderate-Income Households For sale projects: - 15% Moderate-Income Households
Alternative Compliance Methods	- Inclusionary Housing In-lieu Fee before a final certificate of occupancy - Off-Site Units - Land Dedication
For- Sale Unit Standards	- Must be affordable for 45 years - Must certify purchaser's income - City consent required prior to leasing or renting inclusionary unit - Purchaser of inclusionary units must occupy as "principal residence" - Affordability restrictions must be disclosed to new owners
Rental Units Standards	- Must be affordable for 55 years - Must certify renter's income - Renter cannot sublease without City approval - Affordability restrictions must be disclosed to new owners

Applicability	Projects creating 5 or more dwelling units
Standards	- Inclusionary Housing Units must be comparable to market rate units and dispersed throughout development - Certification of continuing occupancy of inclusionary unit by eligible households
Agreement	Inclusionary Housing Agreement required between developer and City before the City issues a building permit
Modifications or Waivers	- Modifications or waivers to requirements may be allowed under certain circumstances, subject to Director approval - Director's approval may be appealed to Planning Agency

* Income levels are established on an annual basis by the California Housing and Community Development Department (HCD).

OPTIONAL IMPLEMENTATION METHODS AND OTHER DEVELOPMENT INCENTIVES

The Director researched other mechanisms for implementation of inclusionary housing requirements and found that the City of Long Beach imposed the following:

1. Phased implementation over the course of 5 years, consisting of a gradual increase in the percentage of total project units that must be affordable, with the 4th year resulting the in the full percentage amount as follows:

Year	Rental (12%)	Ownership (10%)
	Required Percentage of Total Project Units	
2020/2021	5%	4%
2022	6%	5%
2023	8%	7%
2024	12%	10%

2. Initial review of the program to be conducted at the end of the 3rd year.
3. The entire program will be evaluated every 5 years.

This City of Long Beach also considered additional development incentives, such as:

1. Fee exemptions from Development Impact Fees for 100% low-income housing projects;
2. Priority plan check for projects including affordable units within a market-rate project or 100% affordable housing projects;
3. Projects with affordable units beyond the base number of units required by the inclusionary requirements shall be provided priority entitlement processing; and
4. Priority entitlements processing and building permit processing if that same design is used in another location in the City.

FISCAL IMPACT:

There no identifiable fiscal impacts associated with adopting the Ordinance itself (other than administrative costs associated with codifying the Ordinance). A proposed in-lieu fee will be scheduled to coincide with a second reading of this ordinance.

Respectfully submitted by:

Jessica Serrano
Director of Community Development

Prepared by:

Beth Chow, AICP
Senior Planner

Approved by:

Ron Bow
City Manager

Reviewed by:

Justin A. Tamayo
Deputy City Attorney

ATTACHMENTS:

1. Redlined Ordinance No. _____ amending Title 21 (Zoning) of the Monterey Park Municipal Code to add Chapter 21.19, entitled “Inclusionary Housing” (with Planning Commission recommendation)
2. Survey of Inclusionary Housing Ordinances in Surrounding Communities
3. Notice of Exemption

ATTACHMENT 1

Redlined Ordinance No. _____ amending Title 21 (Zoning) of the Monterey Park Municipal Code to add Chapter 21.19, entitled "Inclusionary Housing" (with Planning Commission recommendation)

ORDINANCE NO.

AN ORDINANCE ADDING CHAPTER 21.19, ENTITLED "INCLUSIONARY HOUSING," TO THE MONTEREY PARK MUNICIPAL CODE

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

SECTION 1: The City Council finds and declares that:

A. On January 19, 2022, the City Council adopted the 2021-2029 Housing Element in accordance with California law. The Housing Element was certified on March 30, 2023.

B. Goal 4 of the City's 2021-2029 Housing Element seeks to provide housing that meets the needs of all economic segments of the community.

C. Policy 4.1 of the Housing Element encourages the use of regulatory structures to facilitate affordable housing.

D. Program 15 of the Housing Element identifies Inclusionary Housing regulations as a method for increasing affordable housing.

E. To help implement the Housing Element, the City drafted the proposed Ordinance ("ZCA 22-01") pursuant to Monterey Park Municipal Code ("MPMC") § 21.38.020.

F. On September 7, 2022, the City Council discussed draft inclusionary housing regulations. At that meeting, the City Council gave direction to the Interim Community Development Director regarding how such regulations should be drafted.

G. On September 27, 2022, the Planning Commission conducted a duly noticed public hearing to assess the proposed MPMC amendments in ZCA 22-01.

H. On November 2, 2022, the City Council conducted a duly noticed public hearing regarding ZCA-22-01. Following the public hearing, the City Council referred the ordinance back to the Planning Commission for additional consideration, with direction to the Interim Community Development Director to include an option for land donation as part of the inclusionary housing regulations.

I. 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."

J. Notice of Public a Hearing before the Planning Commission was duly given and published in the time, form, and manner as required by law.

K. In *Building Industry Association v. City of San Jose* (2015) 61 Cal.4th 435, the California Supreme Court upheld cities' ability to adopt inclusionary housing requirements utilizing their police powers.

L. Pursuant to Government Code §§ 65850 and 65850.1, cities may adopt ordinances requiring inclusionary housing requirements for rental residential developments so long as they offer alternative means of compliance.

M. On April 25, 2023, the Planning Commission conducted a duly noticed public hearing regarding ZCA 22-01. Thereafter, it adopted Planning Commission Resolution No. 02-23 recommending that the City Council adopt this Ordinance.

N. The findings in this Resolution are made based on the entire administrative record including testimony and evidence presented to the Planning Commission on September 27, 2022; the City Council at its November 2, 2022, public hearing; the April 25, 2023, public hearing before the Planning Commission; and the public hearing held by the City Council on including, without limitation, the staff reports submitted by the Community Development Director.

SECTION 2: Pursuant to MPMC § 21.38.050, the City Council finds as follows:

A. The MPMC regulations in this Ordinance are consistent with the goals, policies and objectives of the General Plan. Among other things, these regulations will provide housing opportunities for households in all income levels without constraining housing development in the City.

B. These regulations will not adversely affect surrounding properties. Such regulations will operate citywide and will not affect a change in the use or the intensity of use of property in any zone.

C. These regulations promote public health, safety, and general welfare and serve the goals and purposes of the MPMC's zoning regulations. The inclusionary housing regulations will continue to promote the public health, safety, and general welfare while serving the goals and purposes of the zoning regulations. Among other things, the regulations will facilitate creation of housing to address the Legislature's determination regarding a statewide housing shortage for households of very low-, low-, and moderate-incomes.

SECTION 3. *Environmental Assessment.* Pursuant to the California Environmental Quality Act (Public Resources Code § 21000, *et seq*.; "CEQA") and its implementing regulations (14 Cal. Code of Regs. § 15000, *et seq*.; the "CEQA Guidelines"), the proposed Ordinance and Resolution (ZCA 22-01) are exempt from further CEQA review

for the following reasons: (1) they will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines § 15060(c)(2)); (2) there is no possibility that the Ordinance may have a significant effect on the environment because any potential, future, housing projects would undergo separate environmental review (CEQA Guidelines § 15061(b)(3)); and (3) the Ordinance and Resolution, by themselves, do not constitute a "project" as defined in the CEQA Guidelines because they involve a policy action that is legislative implementing affordable housing policy and affects prospective future housing development to comply with Housing Element Program 15 (CEQA Guidelines § 15378).
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SECTION 4: A new Chapter 21.19 is added to the MPMC to read as follows:

"Chapter 21.19

INCLUSIONARY HOUSING

21.19.010 Purpose.
21.19.020 Definitions.
21.19.030 Applicability; Exemptions.
21.19.040 Inclusionary Housing Unit Requirements.
21.19.050 Alternative Compliance.
21.19.060 Standards for Inclusionary Housing Units.
21.19.070 Eligibility Requirements.
21.19.080 Inclusionary Housing Plan.
21.19.090 Inclusionary Housing Agreement.
21.19.100 Modifications or Waivers.
21.19.110 Administration and Enforcement.

21.19.010 Purpose.

This Chapter is adopted in accordance with Article XI, § 7 of the California Constitution and Government Code §§ 65850 and 65850.1 for the purpose of establishing requirements, standards, and procedures to facilitate affordable housing development for a range of households with varying income levels.

21.19.020 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 chapter:

A. "Affordable housing" means dwelling units made available to low-, very low-, or moderate-income households.

B. "Affordable housing cost" has the same meaning as set forth in Health and Safety

Code § 50052.5 and any successor statute or regulation.

C. “Affordable rent” has the same meaning as set forth in Health and Safety Code § 50053 and any successor statute or regulation.

D. “Area median income” means the median family income of a geographic area.

E. “Developer” means the person or persons seeking City approval of a project.

F. “Director” means the City Manager, or designee.

G. “Dwelling unit” means one or more rooms, designed, occupied, or intended for occupancy as separate living quarters, with full cooking, sleeping, and bathroom facilities for the exclusive use of a single household.

H. “Eligible household” means a household eligible to purchase or rent an inclusionary housing unit, as applicable.

I. “Health care facility” means a facility, place, or building, other than a hospital, which is maintained and operated as a residence for patients to provide them long-term medical care, and includes nursing homes, intermediate care facilities, extended care facilities, hospice homes, and similar facilities licensed by the California Department of Health Services pursuant to Health and Safety Code § 1200, *et seq*.

J. “HUD” means the United States Department of Housing and Urban Development.

K. “Inclusionary housing unit” means a dwelling unit built pursuant to the requirements of this chapter and made available to very low-, low-, or moderate-income households.

L. “Inclusionary housing in-lieu fee” is a fee adopted by city council resolution in accordance with this chapter the payment of which may satisfy a developer’s obligations in this chapter.

M. “Low-income household” means a household income that does not exceed 80% of area median income for Los Angeles County, as published periodically by HUD, pursuant to Health and Safety Code § 50079.5 and any successor statute or regulation.

N. “Market rate unit” means a dwelling unit where the rental rate or sales price is not restricted by applicable law.

O. “Moderate-income household” means a household income that does not exceed 120% of area median income for Los Angeles County, as published periodically by HUD, pursuant to Health and Safety Code § 50093 and any successor statute or regulation.

P. “Project” means any residential or mixed-use proposal for the creation of five or more new dwelling units.

Q. “Very low-income household” means a household income that does not exceed 50% of area median income for Los Angeles County, as published periodically by HUD, pursuant to Health and Safety Code § 50105 and any successor statute or regulation.

21.19.030 Applicability; Exemptions.

A. This chapter applies to projects for rent or sale, including the residential portions of mixed-use developments. It may also be incorporated as a public benefit into any development agreement approved pursuant to this code.

B. The following are exempted from this chapter’s requirements:

1. Any eligible project for which the City enters into a development agreement that provides comparable community benefits, as determined by the City Council.

2. Any eligible project that is 100% affordable for very low-, low-, or moderate- income households that will be deed-restricted for a period of at least 55 years for rental units or 45 years for for-sale units.

3. Development of emergency shelters, community care facilities, or health care facilities.

4. Reuse of a designated landmark or contributing structure for housing within a historic district.

5. Accessory dwelling units, junior dwelling units, or units created pursuant to Government Code §§ 65852.21 and 66411.7, provided that the replacement or restoration does not increase the number of existing units by five or more.

6. Residential building additions, repairs, or remodels, provided the work does not increase the number of existing units by five or more.

7. Replacement or restoration of residential units damaged or destroyed by fire, flood, earthquake, or other disaster, provided that the replacement or restoration does not increase the number of existing units by five or more.

8. Any eligible project otherwise exempt under state or federal law.

21.19.040 Inclusionary Housing Unit Requirements.

A. Inclusionary Units for Rent. Developers proposing a rental project must rent 15% of the units to affordable households at an affordable rent, as follows:

1. Nine percent to very low-income households or low-income households; and

2. Six percent moderate-income households.

B. Inclusionary Units for Sale. Developers with projects for sale must sell 15% of the units to moderate-income households at an affordable housing cost.

C. Calculation of Inclusionary Housing Units Fractional Units.

1. The percentage of inclusionary housing units required in this section will be applied to the project's total number of proposed dwelling units.

2. If an inclusionary housing unit calculation in this section results in a fractional remainder, the developer may choose one of the following options: round up to the next whole number and provide the resulting unit onsite; or round up to the next whole number and pay the amount as an inclusionary housing in-lieu fee pursuant to this chapter.

21.19.050 Alternative Compliance.

A. Inclusionary Housing In-lieu Fee; Affordable Housing Trust Fund.

1. The inclusionary housing unit requirements of this chapter may be satisfied if the developer causes an inclusionary housing in-lieu fee to be paid to the City. This may be accomplished by providing some of the required inclusionary housing units onsite and paying an the in-lieu fee required under this section for any remaining, required inclusionary housing units.

2. The inclusionary housing in-lieu fee must be paid, in full, to the City before it issues a final certificate of occupancy for the project.

3. An affordable housing trust fund is created. All funds authorized in this chapter must be deposited into this inclusionary housing trust fund. The monies in such fund must be used exclusively for providing affordable housing in the City and for reasonable costs associated with the acquisition, development, maintenance, improvement, and oversight of affordable housing. Such additional uses may be designated by City Council resolution.

B. Off-site Units.

The Director may determine that a developer has met this chapter's requirements if the developer develops, or causes a qualified third-party affordable housing developer to develop, allocated affordable housing units off-site on property located within the City's jurisdiction in accordance with the following requirements:

1. Any third-party (e.g., a nonprofit housing agency) the developer associates with to create off-site units under this section must agree, in writing, to all the provisions of this chapter and be a signatory to the inclusionary housing agreement required under this chapter.

2. The off-site affordable units developed must at least be equal to the inclusionary housing units required for the project and consistent with the standards set forth in this chapter.

3. To ensure the creation of the off-site affordable units, developer must provide a surety, in a form approved by the City Attorney, equal to 25% of the total estimated cost to construct the off-site affordable units to ensure performance. Examples of sureties that may be acceptable include the following: performance bonds; surety bonds; cash deposits; money orders; letters of credit; and certificates of deposit. The Director will relinquish the surety at the time that the Building Official issues a final certificate of occupancy for the last of the off-site affordable units.

4. The developer must pay an in-lieu fee in an amount required by this chapter to the City in the event the off-site units are not timely completed.

C. Land Dedication or Conveyance.

The Director may determine that a developer met this chapter's requirements if the developer dedicates off-site real property in accordance with all the following requirements:

1. The property must be fully within the City's jurisdiction.

2. The developer must identify and offer for dedication or conveyance the property subject to this section at the time of project application and concurrently provide proof to the Director's satisfaction evidencing the property's value and developer's transferable, unencumbered interest in the property.

3. The developer must provide evidence to the Director's satisfaction that shows the property is free from environmental contamination, has access to public streets, and utilities, and suitable for affordable housing development pursuant to applicable law.

4. The land must be transferred to the City or City-approved developer specializing in affordable housing development.

5. The land and constructed units thereupon must be deed restricted, in a manner approved by the City Attorney, that secures the units' continued affordability.

6. The City Manager will make a recommendation to the City Council whether to accept or deny the proposed dedication or conveyance. The City has no obligation

to accept any proposed dedication or conveyance made in accordance with this subsection.

21.19.060 Standards for Inclusionary Housing Units.

A. Projects with inclusionary housing units are subject to the following requirements:

1. The developer must identify all contiguous property under common ownership or control in its project application. If the developer does not plan to develop all such property, then it must record a covenant, in a form approved by the City Attorney, requiring that such undeveloped property include inclusionary housing units or pay the in-lieu fee as required by this chapter at such future date that an application is filed for ministerial or discretionary approval of a residential development subject to this chapter. Such covenant must run with the land and be effective for at least 30 years pursuant to Civil Code § 885.030.

2. All inclusionary housing units must be reasonably dispersed throughout the project to avoid any concentration of inclusionary units within a project.

3. All inclusionary housing units must be comparable to market rate units included within a project in terms of number of bedrooms, design, materials, size, finished quality, appearance, or other material conditions.

4. All inclusionary housing units must be accessible to project amenities, utilities, and facilities available to market rate units at the same or lower cost chargeable, if at all, to market rate units.

5. All inclusionary housing units must be constructed before or concurrent with the construction of market rate units in the project, and in phased projects, inclusionary housing units may be constructed in proportion to the number of units in each phase of the residential development.

6. A developer must submit a written report to the Director, within 30 days of the Director's written request, that identifies the income and family size of the occupants of the inclusionary unit. The City may impose a fee established by city council resolution to recover its associated regulatory costs pursuant to this chapter.

B. Inclusionary housing units for sale are subject to the following restrictions:

1. Such for-sale units must be deed restricted to the target household income group for a minimum of 45 years.

2. The developer, property owner, and all subsequent owners of an inclusionary housing unit offered for sale must certify, in a form and content acceptable to the Director, the purchaser's income.

3. An owner of such a for-sale unit is prohibited from leasing or renting the unit unless the City gives its prior written consent to such lease or rental based on economic hardship, shown by substantial evidence by the owner.

4. Except as otherwise provided, a purchaser of inclusionary housing units offered for sale must occupy the unit as a "principal residence" as such term is defined for federal tax purposes in the United States Internal Revenue Code. Upon good cause shown, supported by substantial evidence, the Director may allow a purchaser to rent inclusionary housing units to persons within the same household income category.

5. The City must approve subsequent owners of such for-sale units who must meet the same qualifications as the original owner.

6. Before the escrow closing for such a for-sale unit, the seller must provide written notice to the buyer of the affordability restrictions including, without limitation, resale price restrictions, in a document written in plain language and approved in writing by the Director.

7. Title in a for-sale unit may transfer because of changes in circumstance including, without limitation, death, marriage, and divorce. Except as otherwise provided, if such a changed circumstance results in a title transfer which causes a household to become ineligible for an inclusionary housing unit then the housing unit must be sold to an eligible household within nine months after such title transfer occurs.

8. Upon the death of one owner, title in the for-sale unit may transfer to the surviving joint tenant without respect to the joint tenant's household income eligibility.

9. If a for-sale unit is sold for an amount more than the resale price authorized under this chapter, the buyer and seller are jointly liable to the City for the entire purchase price of the unit. Funds recovered by the Director must be deposited in the affordable housing trust fund. The foregoing notwithstanding, the Director may allow the buyer and seller up to 180 days to cure any violation of this chapter's resale price restrictions upon the buyer and seller's written request for such cure period.

C. Inclusionary housing units for rent are subject to the following restrictions:

1. Such rental units must be deed restricted to the target household income group for a minimum of 55 years.

2. The owner of the rental units must certify to the Director, in a form acceptable to the City Attorney, the income of the tenant at the time of the initial rental and annually thereafter.

3. The renter of an inclusionary housing unit is prohibited from subleasing the unit unless the Director gave its prior written consent to such sublease based on demonstrated hardship by the renter as shown by substantial evidence. Any rent obtained through an unpermitted sublease of an inclusionary housing unit is forfeited to the City, and recovered funds must be deposited in the affordable housing trust fund.

4. The Director may require the execution and recording of whatever documents are necessary or useful in ensuring enforcement of this section, in a form approved by the City Attorney, which must be recorded against all applicable inclusionary units.

5. Before the escrow closing of an inclusionary housing unit for rent, the seller must provide written notice to the buyer of the affordability restrictions including, without limitation, to resale price restrictions in a document written in plain language and approved, in writing by the Director.

21.19.070 Eligibility Requirements.

A. Unless otherwise provided, only eligible households are authorized to occupy inclusionary housing units in this chapter.

B. Elected and appointed officials or employees of the City subject to the City's conflict of interest code are ineligible to occupy an inclusionary housing unit created under this chapter.

21.19.080 Inclusionary Housing Plan.

No application for a project subject to this chapter's requirements will be complete until the developer submits an inclusionary housing plan to the City in a form acceptable to the Director that contains all of the following, as applicable:

A. The number, type, and location of all inclusionary housing units for the project.

B. Any requested modifications or waivers and the basis therefore.

C. A detailed methodology for determining the rental rates or sale prices of all inclusionary housing units.

D. The affordability level and affordability term for each inclusionary housing unit.

E. Deed restrictions, including applicable sale and rent limitations set forth in this chapter.

F. A timeline of project phasing, including completion timelines for inclusionary housing units in relation to market rate units.

G. The financing for ongoing monitoring and administrative costs.

H. Enforcement mechanisms to ensure that inclusionary housing units are occupied by eligible households and are not sold, rented, leased, sublet, assigned, or otherwise transferred to non-eligible households.

I. The manner in which inclusionary housing units will be marketed and filled, including the screening and qualifying of prospective renters or purchasers of inclusionary housing units.

21.19.090 Inclusionary Housing Agreement.

A. A written inclusionary housing agreement, in a form approved by the City Attorney, must be entered into between the developer and the City for any project providing onsite inclusionary housing units or off-site inclusionary housing units pursuant to this chapter.

B. The inclusionary housing agreement must include the following:

1. All information required for an inclusionary housing plan.

2. A clause authorizing the recovery of City costs, including, without limitation, attorney's fees, incurred in any action taken to enforce compliance with the inclusionary housing agreement.

3. Any additional reasonable information the Director requires in ensuring compliance with this chapter.

C. The Building Official will not issue a building permit for a project subject to this section's requirements until all of this chapter's applicable requirements of are satisfied, including, without limitation, full execution of an inclusionary housing agreement.

D. The inclusionary housing agreement must be recorded with the Los Angeles County Recorder and will run with the land, binding any developer successor in interest, including bona fide purchasers.

21.19.100 Modifications or Waivers.

A. The Director may modify or waive this chapter's requirements if the developer demonstrates for good cause shown and by substantial evidence to the Director that this chapter's application would constitute a violation of applicable law or a taking of property in violation of the United States or California Constitutions.

B. Any developer requesting an adjustment or waiver of this chapter's requirements must submit documentation concurrently with filing the project application that presents substantial evidence to support the adjustment or waiver request. This documentation

must set forth in detail the factual and legal basis for any such claim.

C. Before or in conjunction with a decision on the proposed project, the Director must render a written decision on the proposed adjustment or waiver of this chapter's requirements. The Director's decision may be appealed to the Planning Agency in a manner provided in this code.

21.19.110 Administration and Enforcement.

A. The City Council may establish fees or regulations by resolution for the City's ongoing administration of this chapter.

B. Any public official, employee, or agent's failure to fulfill this chapter's requirements does not excuse any person, owner, household, or other party from complying with such requirements.

C. The Building Official may not issue a final certificate of occupancy for a project subject to this chapter's requirements until all of this chapter's applicable requirements are satisfied, unless otherwise provided in an inclusionary housing agreement.

D. In addition to the general remedies provided in this code and other applicable law, the City Attorney is authorized to take any appropriate enforcement action to ensure compliance with this chapter, including, without limitation:

1. Actions to revoke, deny, or suspend any permit, including a building permit, certificate of occupancy, or discretionary approval.

2. Actions to recover civil fines, restitution to prevent unjust enrichment for violating this chapter, and/or enforcement costs, including attorney's fees.

3. Eviction or foreclosure.

4. Any other appropriate action for injunctive relief or damages."

SECTION 5: *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 6: *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 7: *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 8: *Recordation*. The City Clerk, or designee, 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, and cause it to be published or posted in accordance with California law.

SECTION 9: *Effective Date*. This Ordinance will become effective 30 days after second reading 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 2
Survey of Inclusionary Housing Ordinances in Surrounding Communities

Survey of Inclusionary Housing Ordinances

Jurisdiction	Threshold Units	Inclusionary Percentage	In Lieu Fee	Other Alternatives	Rental-Units Income Category	For-Sale Units Income Category	Term of Affordability
Monterey Park (Proposed)	5+ unit residential development	15%	Yes	• Off-site units	• 9% low-income households • 6% moderate-income	• Moderate-Income households	45 years
Alhambra	5+ unit residential development	15%	Yes	• Off-site units • Land donation	• 9% low-income households • 6% moderate-income households May be reduced if: • Very low-income units in lieu of low-income = credit of 1.5 units/unit • Very low-income units in lieu of moderate-income = credit of 2 units/unit • Low-income units in lieu of moderate-income = credit of 1.5 units/unit	• 9% low-income households • 6% moderate-income households May be reduced if: • Very low-income units in lieu of low-income = credit of 1.5 units/unit • Very low-income units in lieu of moderate-income = credit of 2 units/unit • Low-income units in lieu of moderate-income = credit of 1.5 units/unit	45 years
Duarte	4+ unit residential development	15%	Yes	NA	• very low, low or moderate-income households • 40% of inclusionary units must be for very low-income households May be reduced if: • Very low-income units in lieu of moderate-income = credit of 2 units/unit • Low-income units in lieu of moderate-income = credit of 1.5 units/unit	• Moderate-Income households May be reduced if: • Very low-income units in lieu of moderate-income = credit of 2 units/unit • Low-income units in lieu of moderate-income = credit of 1.5 units/unit	• Rental Units: 55 years • For-Sale Units: 45 years

Survey of Inclusionary Housing Ordinances

Jurisdiction	Threshold Units	Inclusionary Percentage	In Lieu Fee	Other Alternatives	Rental-Units Income Category	For-Sale Units Income Category	Term of Affordability
La Habra*	10+ unit residential development	15%	Yes	• Off-site units • Land donation • Acquire and reconstruct existing units • Combination of options allowed	• 6% low-income households • 9% moderate-income households	Households earning no more than 110% AMI**	• Rental Units: 55 years • For-Sale Units: 45 years
Los Angeles County	5+ unit residential development	Rental (< 15 units): • 40% AMI or less = 5% • 65% AMI or less = 7% • 80% AMI or less = 10% Rental (15 units or >): • 40% AMI or less = 10% • 65% AMI or less = 15% • 80% AMI or less = 20% For-Sale (< 15 units): • 135% AMI or less = 7% For-Sale (15 units or >): • 135% AMI or less = 15%	No	• Off-site units	Extremely low, very low, low or moderate-income households	Moderate or middle income households	• Rental Units: in perpetuity • For-Sale Units: determined by equity-sharing agreement

Survey of Inclusionary Housing Ordinances

Jurisdiction	Threshold Units	Inclusionary Percentage	In Lieu Fee	Other Alternatives	Rental-Units Income Category	For-Sale Units Income Category	Term of Affordability
Pasadena	10+ unit residential development	20%	Yes	• Off-site units • Land donation • Off-site units when very low, low or moderate-income households are displaced	• 5% very low-income households • 5% very low or low-income households • 10% very low, low or moderate-income households	very low, low or moderate-income	• Rental Units: in perpetuity • For-Sale Units: 45 years
South Pasadena	3+ unit residential development	20%	Yes	• Off-site units • Rehabilitation/ conversion of equivalent number of existing units to affordable units • Land donation	• ≤10 Units – 2 units lower income, or 1 very low & 1 non-above moderate income • 11+ Units – 50% extremely low or very low and 50% lower income	Moderate-income	55 years

* Outside of the San Gabriel Valley.

** AMI = Area Median Income means the median family income of a geographic area.

ATTACHMENT 3
Notice of Exemption

Notice of Exemption

From: City of Monterey Park Planning
320 W. Newmark Avenue
Monterey Park, CA 91754

To:

☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☐ Los Angeles, County Clerk
Environmental Filings
12400 Imperial Highway #1201
Norwalk, CA 90650
Attn: Business Filings and Registration

Project Title: Zoning Code Amendment No. 22-01 (ZCA-22-01) Inclusionary Housing Ordinance
Project Location: City-Wide
Project Location - City: Monterey Park
Project Location - County: Los Angeles

Description of Project:
An amendment to Title 21 of the Monterey Park Municipal Code to establishing inclusionary housing requirements. The amendment is a legislative policy action intended to increase the availability of affordable housing stock by requiring developers who create five or more units to make a percentage of the units available to lower- and moderate-income households.

Name of Public Agency Approving Project: City of Monterey Park
Name of Person or Agency Carrying Out Project: City of Monterey Park

Exempt Status: (*check one*)

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☐ Categorical Exemption. State type and section number: _____

☐ Statutory Exemptions. State code number: _____

☒ Other: Sections 15060(c)(2), 15061(b)(3)

Reasons why project is exempt:
Pursuant to CEQA, this Ordinance is not subject to exempt from further CEQA review under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq.; "CEQA") for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. CEQA Guidelines § 15060(c)(2); (2) there is no possibility that this Ordinance may have a significant effect on the environment (14 Cal. Code Regs. because this is review of proposed legislation and any potential housing projects that would be affected by the proposed regulations would undergo independent environmental review (CEQA Guidelines § 15061(b)(3); and (3) this Ordinance, by itself, does not constitute a "project" as defined in the CEQA Guidelines (14 Cal. Code Regs.by CEQA because it involves a policy action affecting prospective future development to comply with Housing Element Program 15 (CEQA Guidelines § 15378).

Lead Agency Contact Person: Beth Chow, AICP Telephone (626) 307-1315

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: Senior Planner

☐ Signed by Lead Agency Date received for filing at OPR:

☐ Signed by Applicant

City Council Staff Report

DATE: June 7, 2023

AGENDA ITEM NO: Public Hearing - 4E

TO: The Honorable Mayor and City Council

FROM: Jessica Serrano, Director of Community Development

SUBJECT: A public hearing to consider the following: 1) Zoning Code Amendment (ZCA-23-03) to adopt the Market Place Specific Plan (SP-23-01); 2) Zone Change (ZA-23-01) 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-23-01) 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 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-23-01) 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-23-01) 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, auto dealerships, and sound stages for the entertainment industry 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 proposed 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.

Most recently, the City Council considered a similar proposal of the site that was not approved at its April 19, 2023 meeting. Following that date, on May 15, 2023, the applicant submitted a new application. That application includes a revised Specific Plan that includes new uses that would be permitted at the site for additional Council consideration.

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-23-03) to adopt the MPSP (SP-23-01). 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-23-01). 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-23-01) 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.

Previous Application

As the Council is aware, it previously considered this matter in April 2023. On April 19, 2023, the City Council voted 2-1-1 (Mayor pro tem Wong declared a conflict and was not counted as part of the quorum) to adopt the draft ordinances that would have approved a previous version of this project. California law requires an affirmative three votes to adopt an ordinance. Consequently, the ordinances were not adopted.

Ordinarily, when an application for a discretionary *permit* is denied, a new application cannot be filed for one year from the date of denial (MPMC § 21.32.140). Both this application – and its previous version – seek only legislative actions by the City Council. Consequently, the one year moratorium on a substantially similar project for the same site does not apply.

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:

Jessica Serrano
Director of Community Development

Prepared by:

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-23-01) - 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-23-01) Ordinance

ATTACHMENT 1

Zone Change (ZA-23-01) - Adopting Rezoning of the Market Place from Regional Specialty Center with Planned Development Overlay to the Market Place Specific Plan Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING MAP (ZA-23-01) 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 May 15, 2023, 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 June 7, 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 June 7, 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 JUNE 7, 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

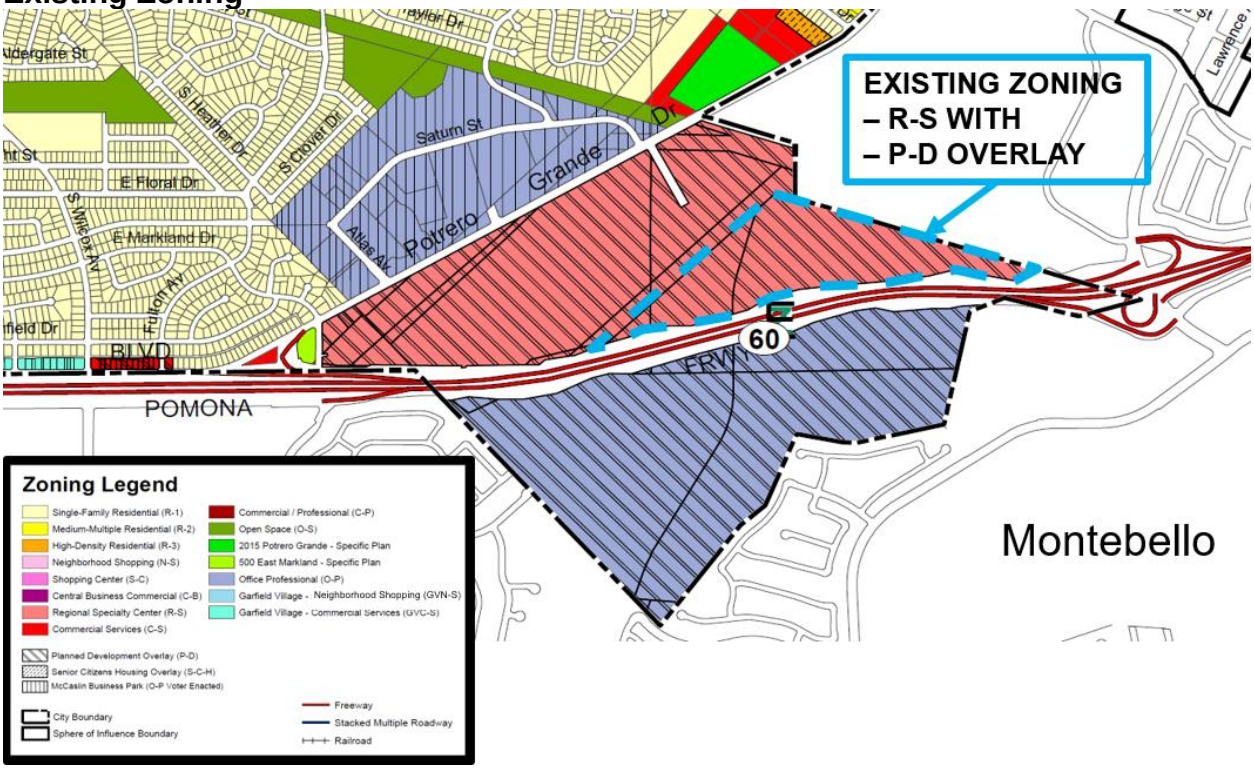
Exhibit A: Zoning Map
Exhibit B: Specific Plan

EXHIBIT A

Zoning Map

Exhibit A

Existing Zoning



Proposed Zoning

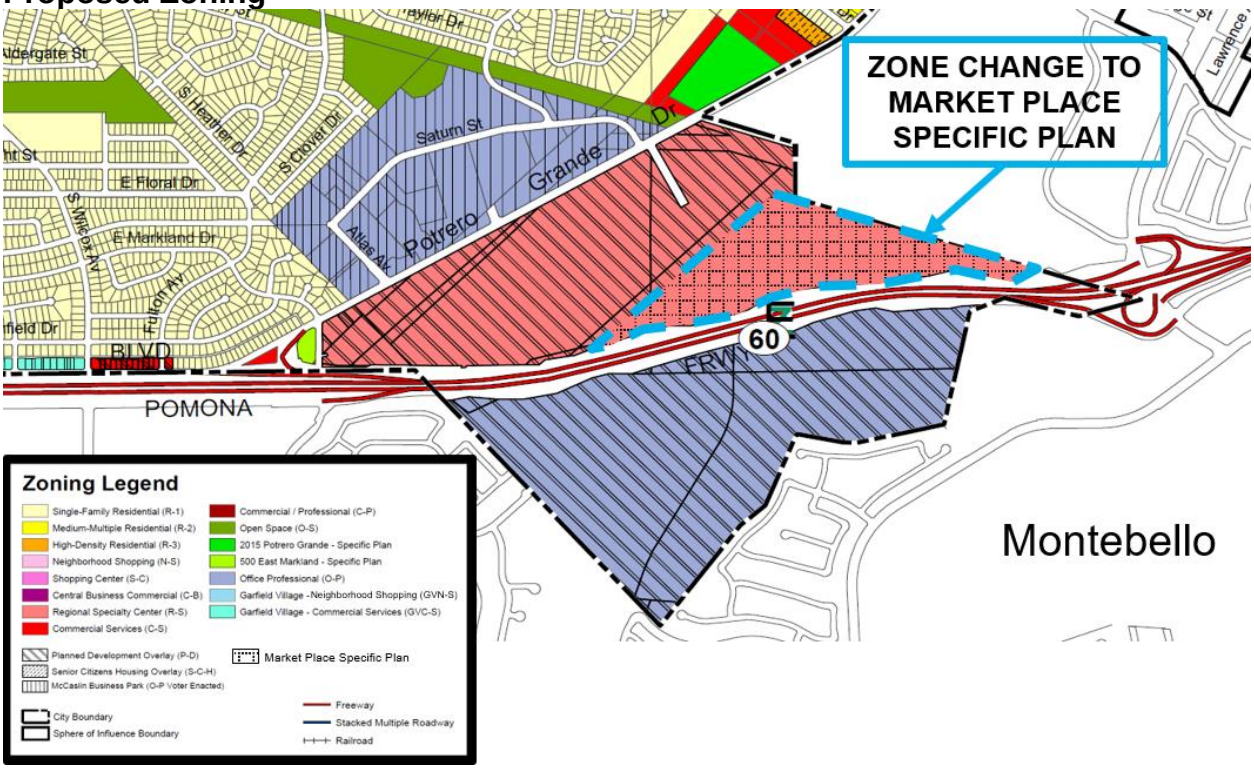


EXHIBIT B

Market Place Specific Plan

MARKET PLACE SPECIFIC PLAN

June 2023

A. COVER PAGE

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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).

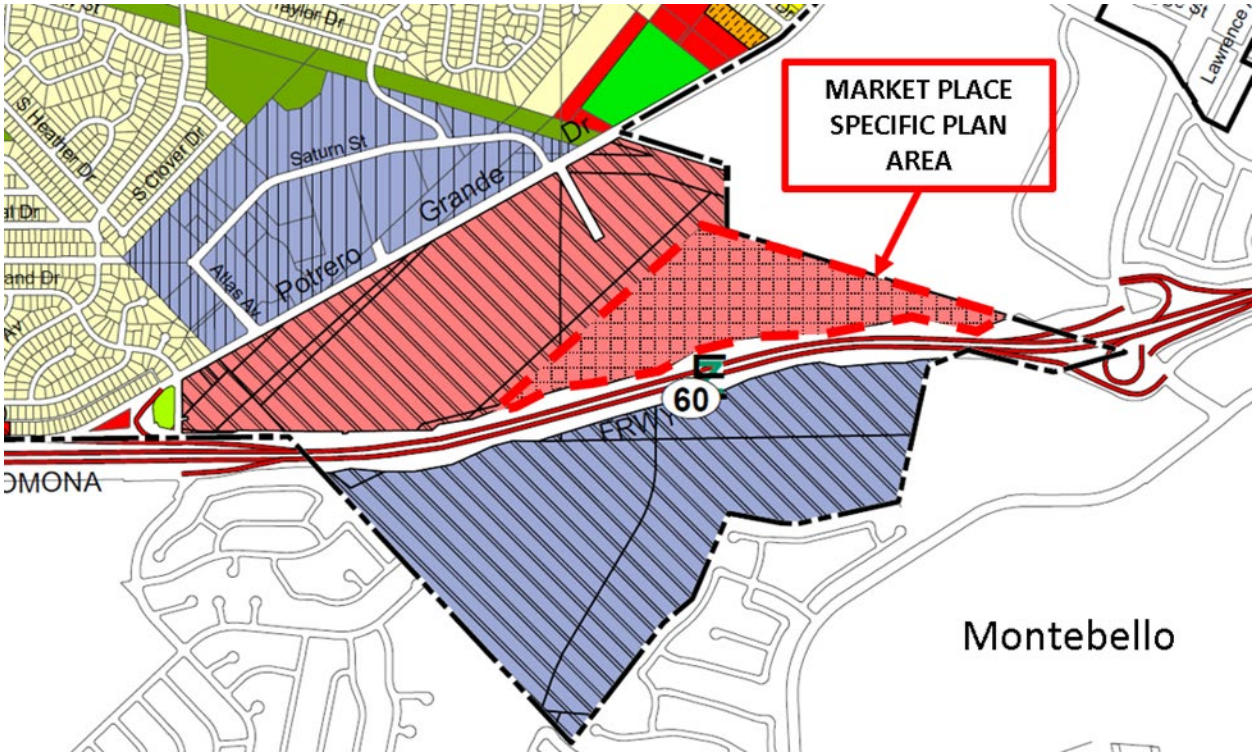

Figure 1: Specific Plan Area

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 Motion picture, television, or video production, including sound stages, in a completely enclosed building 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

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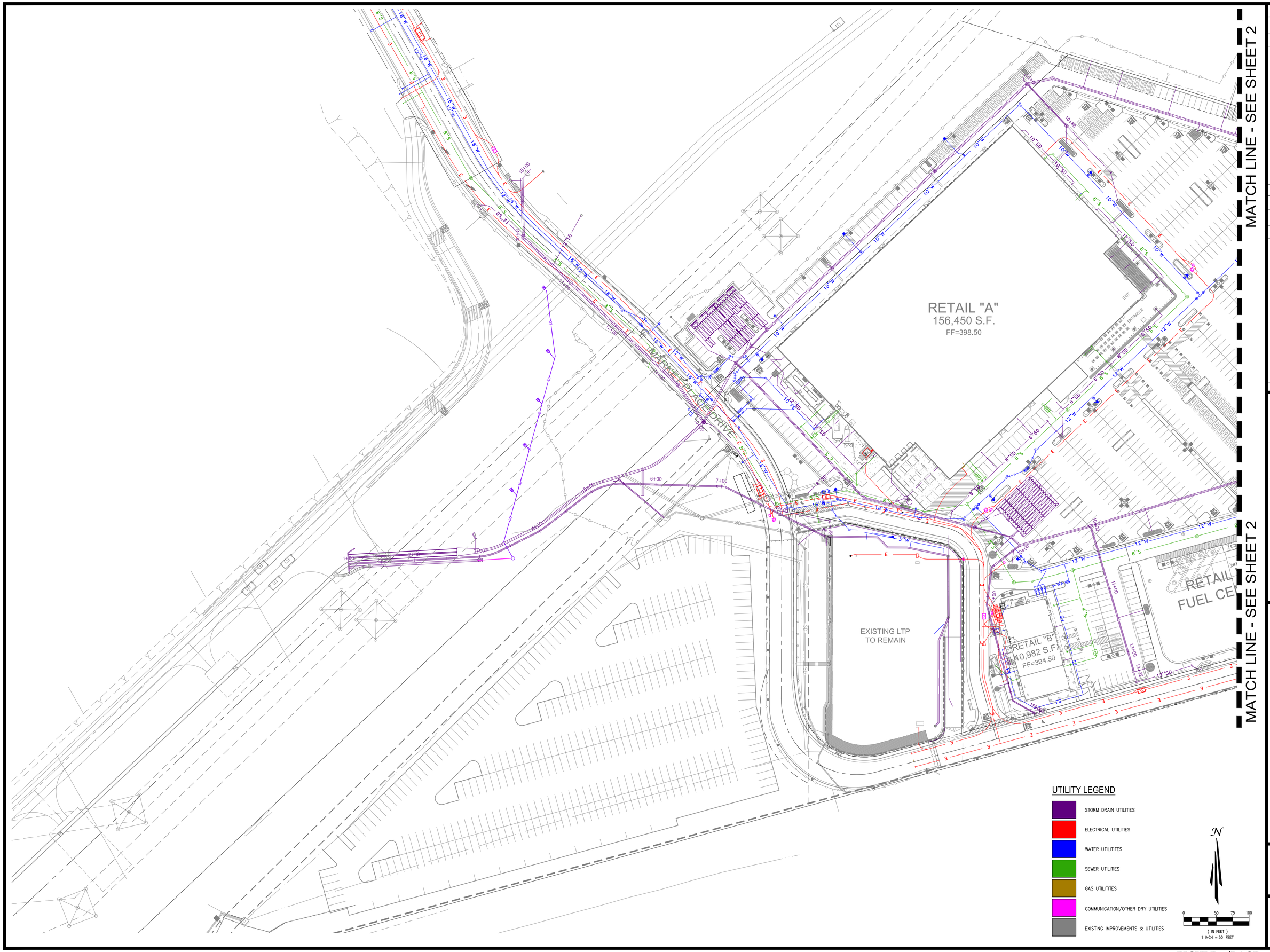
Figure 1: Specific Plan Area
Figure 2: Market Place Aerial – Local Access
Figure 3: Concept Infrastructure
Figure 4A: Option A – Last Mile Distribution Center
Figure 4B: Option B – Warehouse
Figure 4C: Option C – Automobile Dealership
Figure 4D: Option D – Retail
Figure LU-1: Land Use Planning Area (2020 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



NO. | DESCRIPTION | BY | DATE | CHK

REVISIONS

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www.tait.com
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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www.tait.com
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Los Angeles Sacramento San Francisco Dallas Phoenix
Ontario San Diego Denver Portland Boise

OVERALL UTILITY EXHIBIT

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

MONTEREY PARK RETAIL PARTNERS, LLC
ONE RIVERFRONT PLAZA, 1037 RAYMOND BLVD
PISCATAWAY, NEW JERSEY 08854

DRAWN: RT
DATE: 2021.12.27
CHECKED: SW
DATE: 2021.12.27
REVISION #: –
DATE: –
JOB NO.: SP7918

2 OF 2

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FIGURE 3 (PAGE 2 OF 2)

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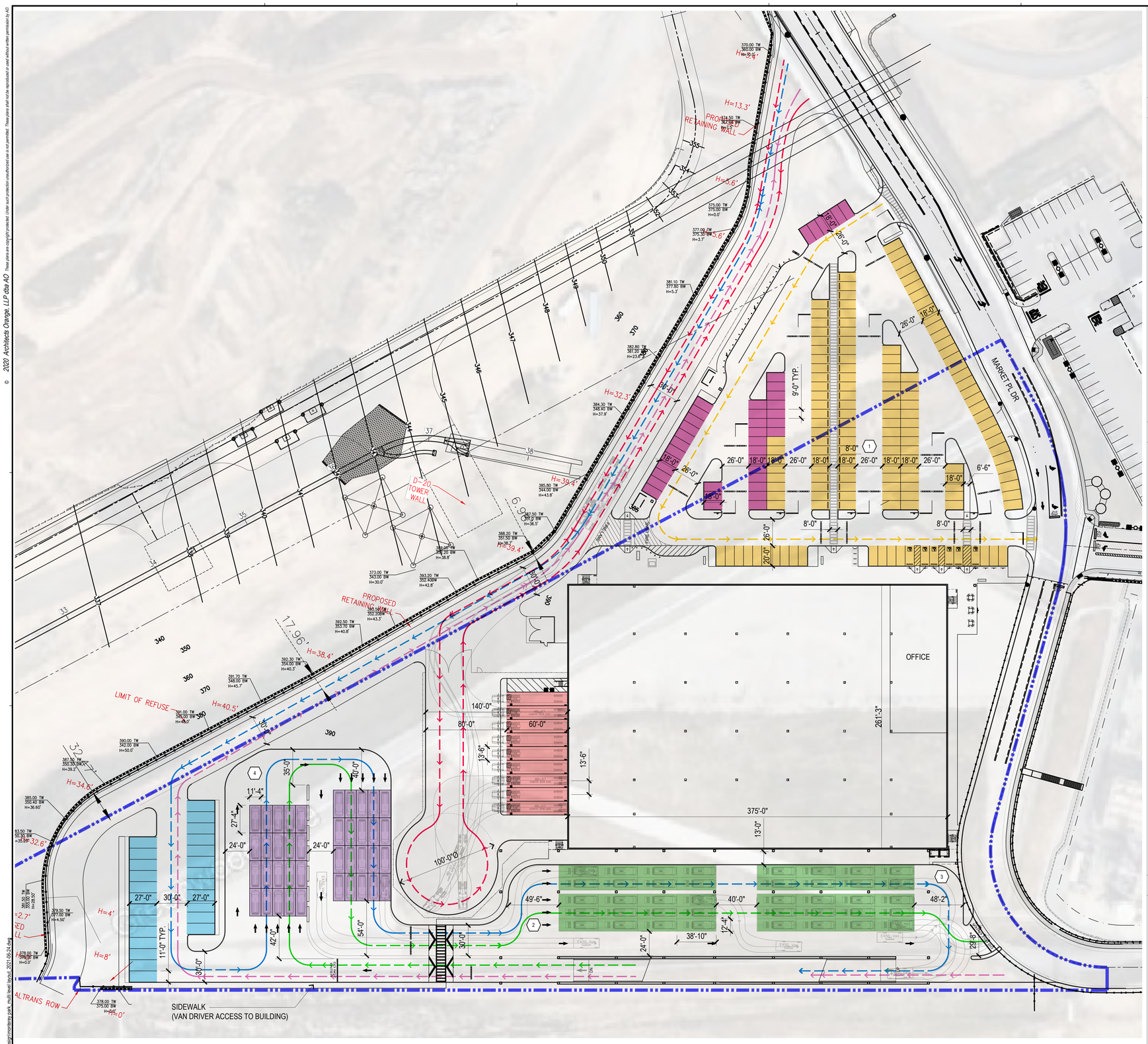

ASSOCIATE TRAFFIC FLOW DIRECTION
DSP/FLEX TRAFFIC FLOW DIRECTION
DSP/FLEX RETURN TRAFFIC FLOW DIRECTION
TRUCK TRAFFIC FLOW DIRECTION
VAN PERSONAL TRAFFIC FLOW DIRECTION

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

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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drawing last saved: Jun/28/2021 10:53 PM by dellac
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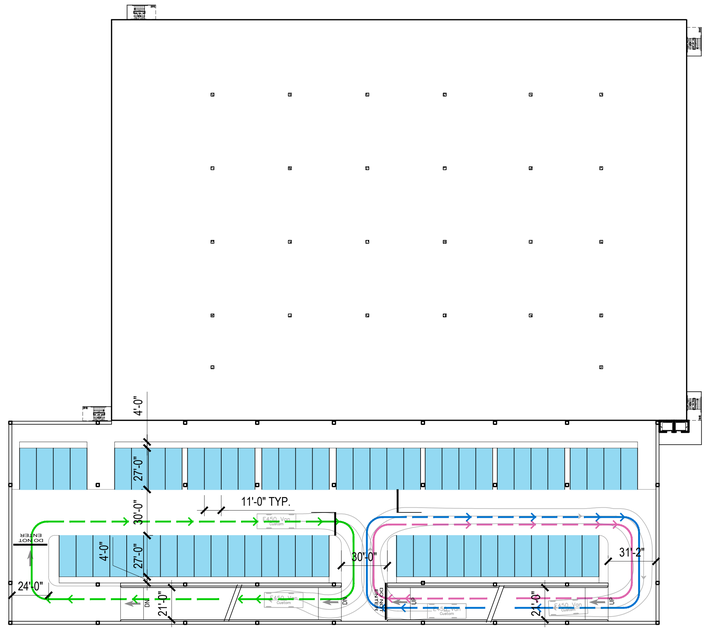
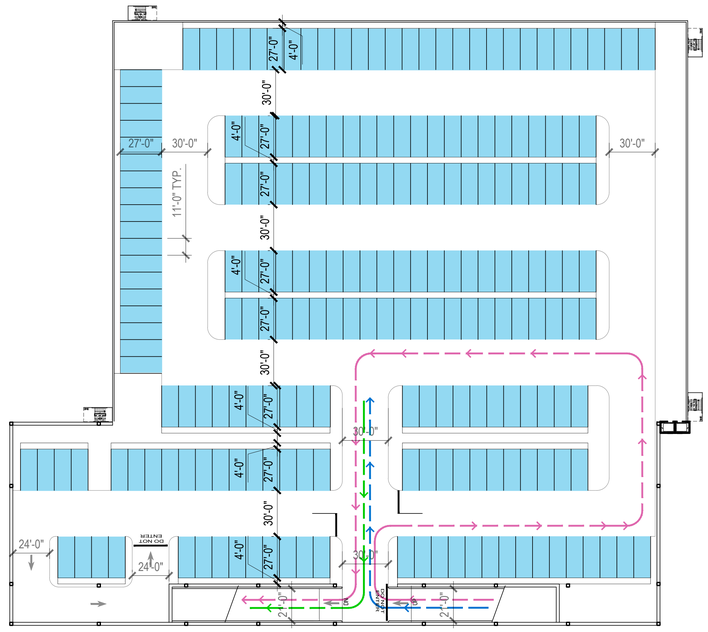


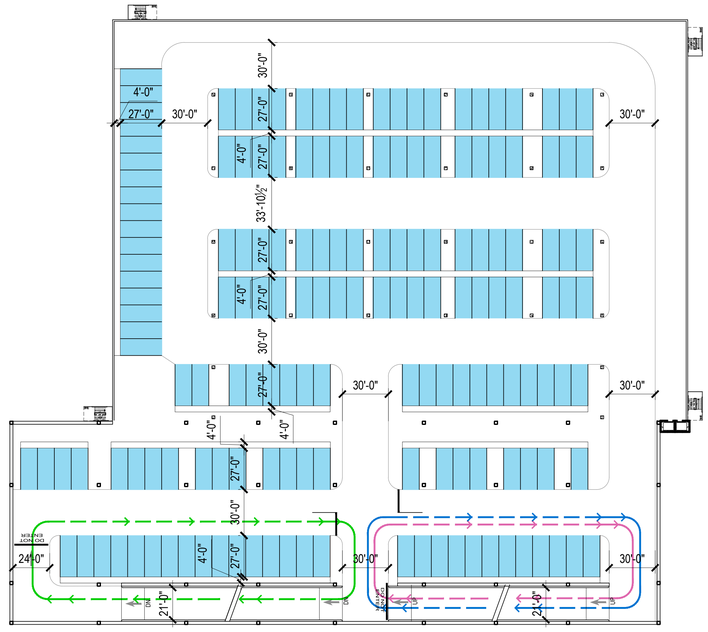
VAN PARKING LEVEL 1

1"=40'-0" 1A



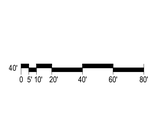
VAN PARKING LEVEL 3 (ROOF)

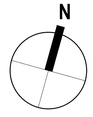
1"=40'-0" 1C



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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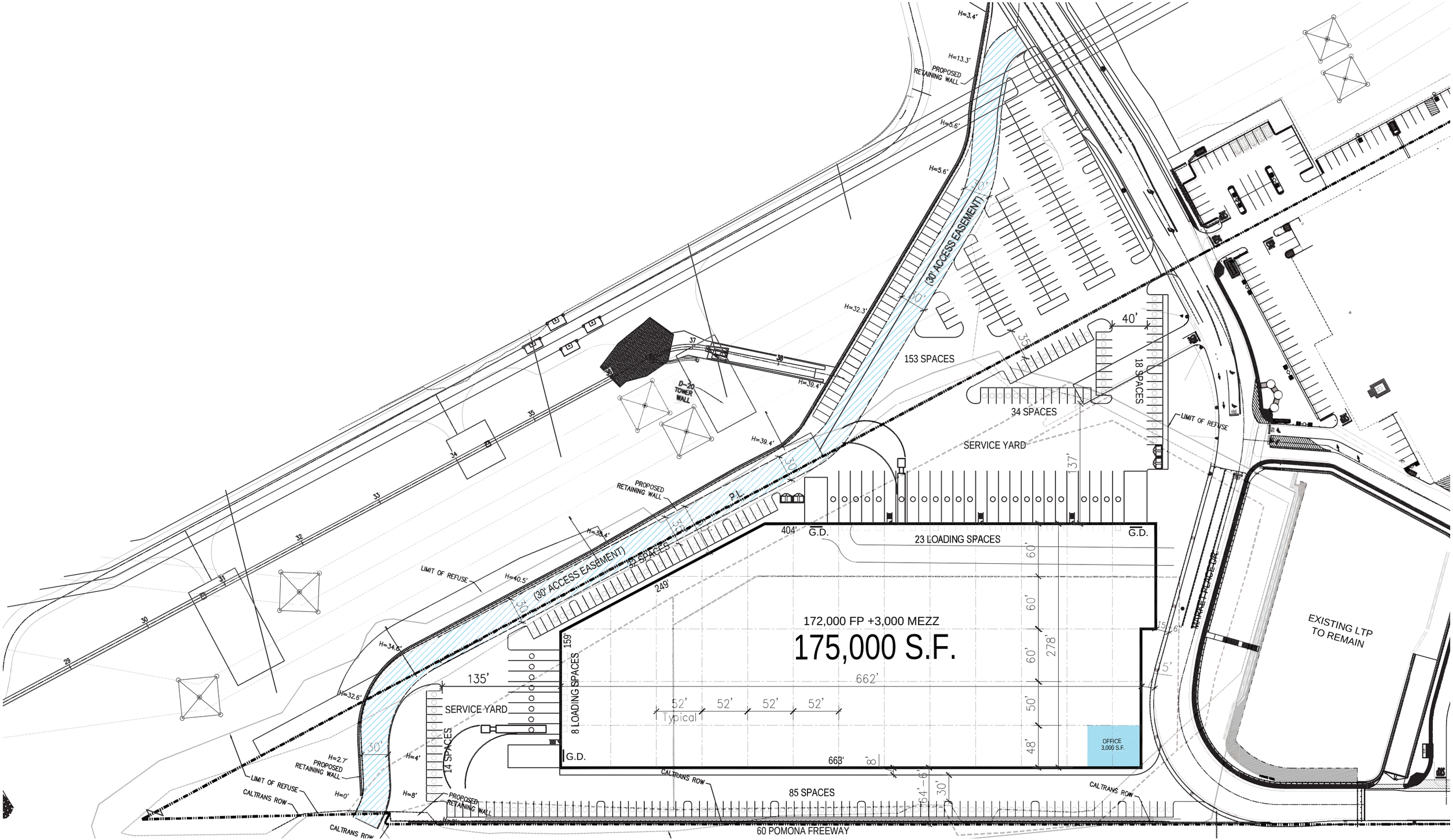


M&M REALTY PARTNERS

MONTEREY PARK INDUSTRIAL

Monterey Park, Ca 91755

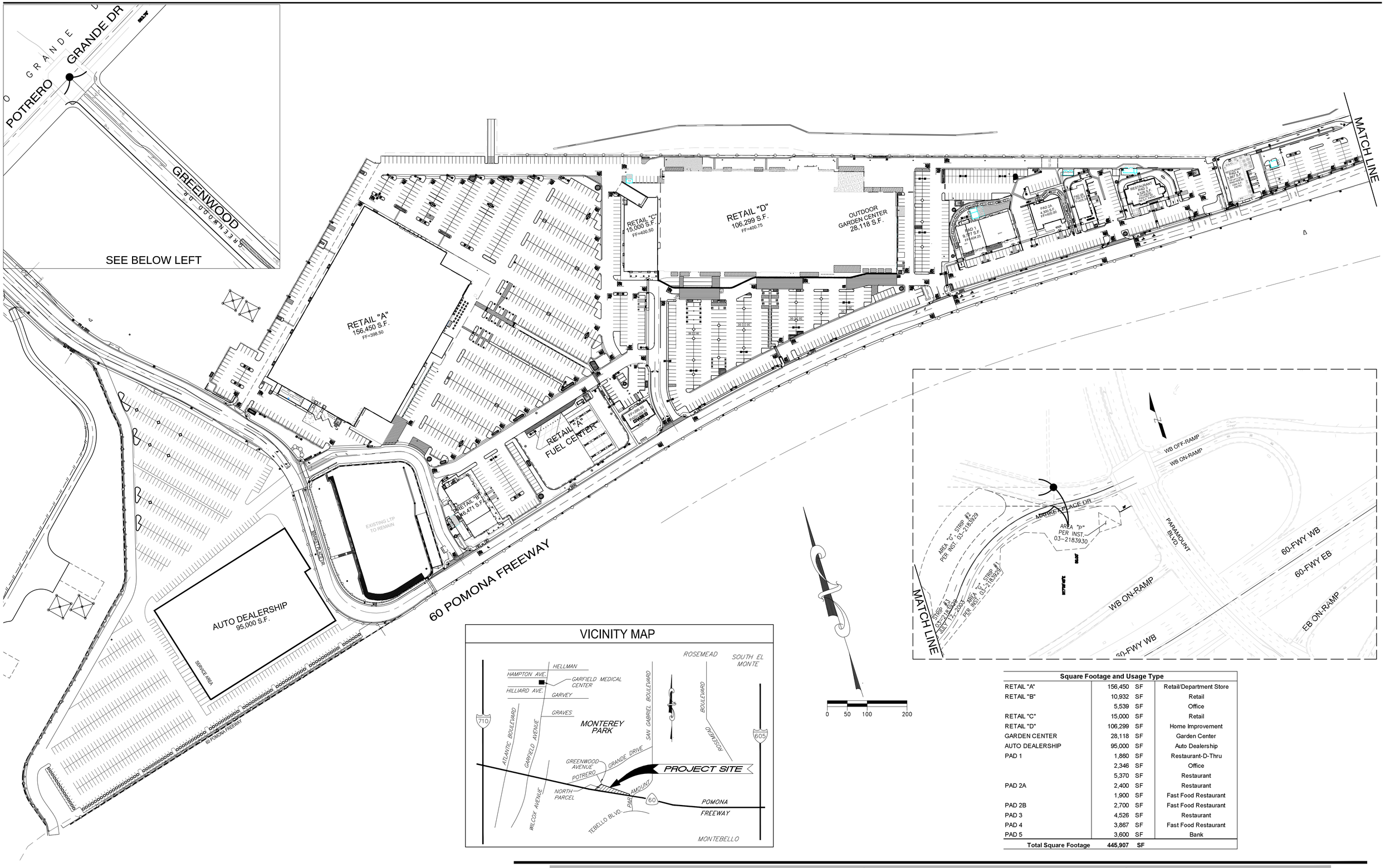
INDUSTRIAL FACILITY
Site Plan

Architecture. Design. Relationships.

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

01

FIGURE 4B

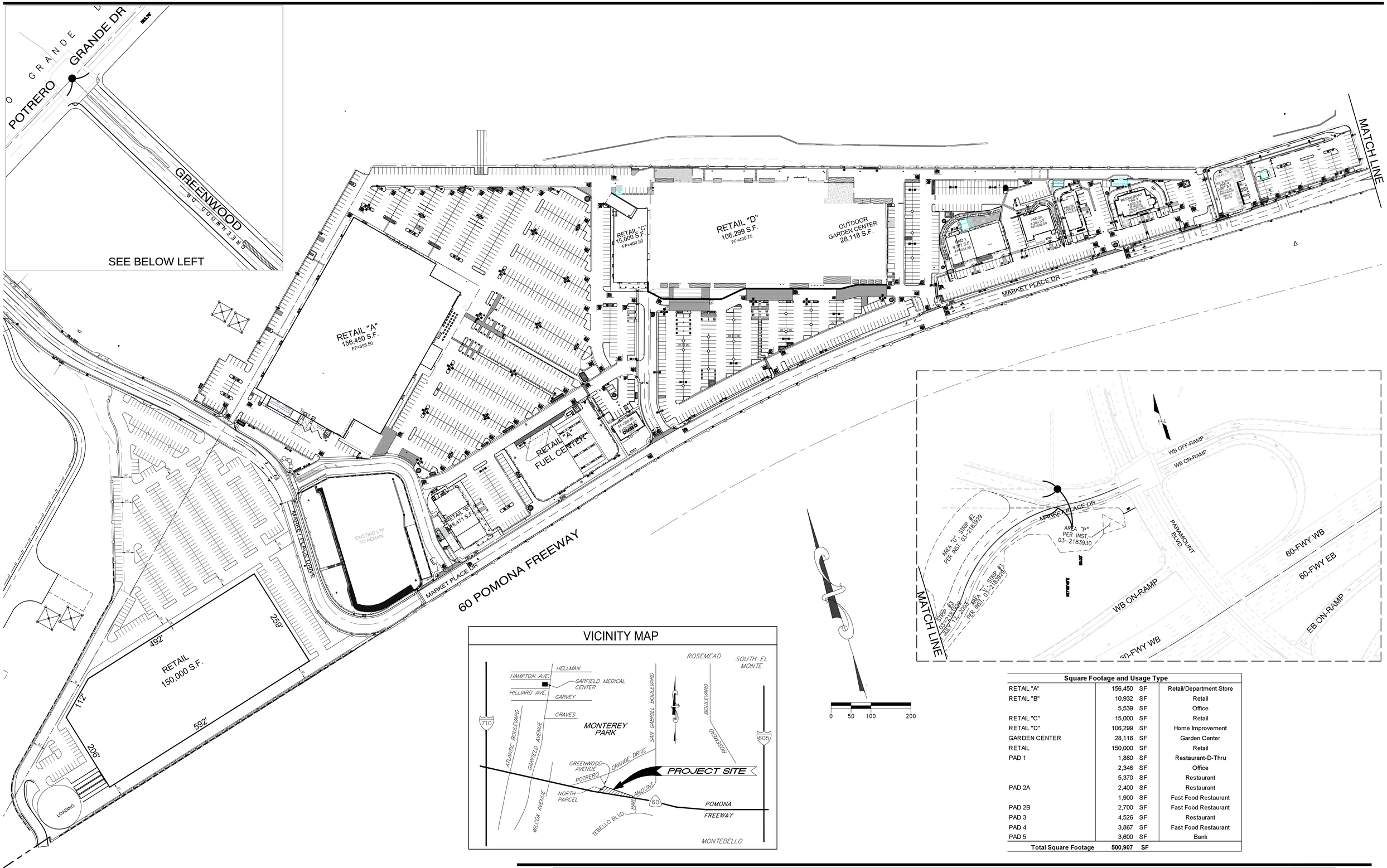


Square Footage and Usage Type			
RETAIL "A"	156,450	SF	Retail/Department Store
RETAIL "B"	10,932	SF	Retail
	5,539	SF	Office
RETAIL "C"	15,000	SF	Retail
RETAIL "D"	106,299	SF	Home Improvement
GARDEN CENTER	28,118	SF	Garden Center
AUTO DEALERSHIP	95,000	SF	Auto Dealership
PAD 1	1,860	SF	Restaurant-D-Thru
	2,346	SF	Office
	5,370	SF	Restaurant
PAD 2A	2,400	SF	Restaurant
	1,900	SF	Fast Food Restaurant
PAD 2B	2,700	SF	Fast Food Restaurant
PAD 3	4,526	SF	Restaurant
PAD 4	3,867	SF	Fast Food Restaurant
PAD 5	3,600	SF	Bank
Total Square Footage	**445,907**	**SF**	

MONTEREY PARK MARKET PLACE

MONTEREY PARK, CA

FIGURE 4C



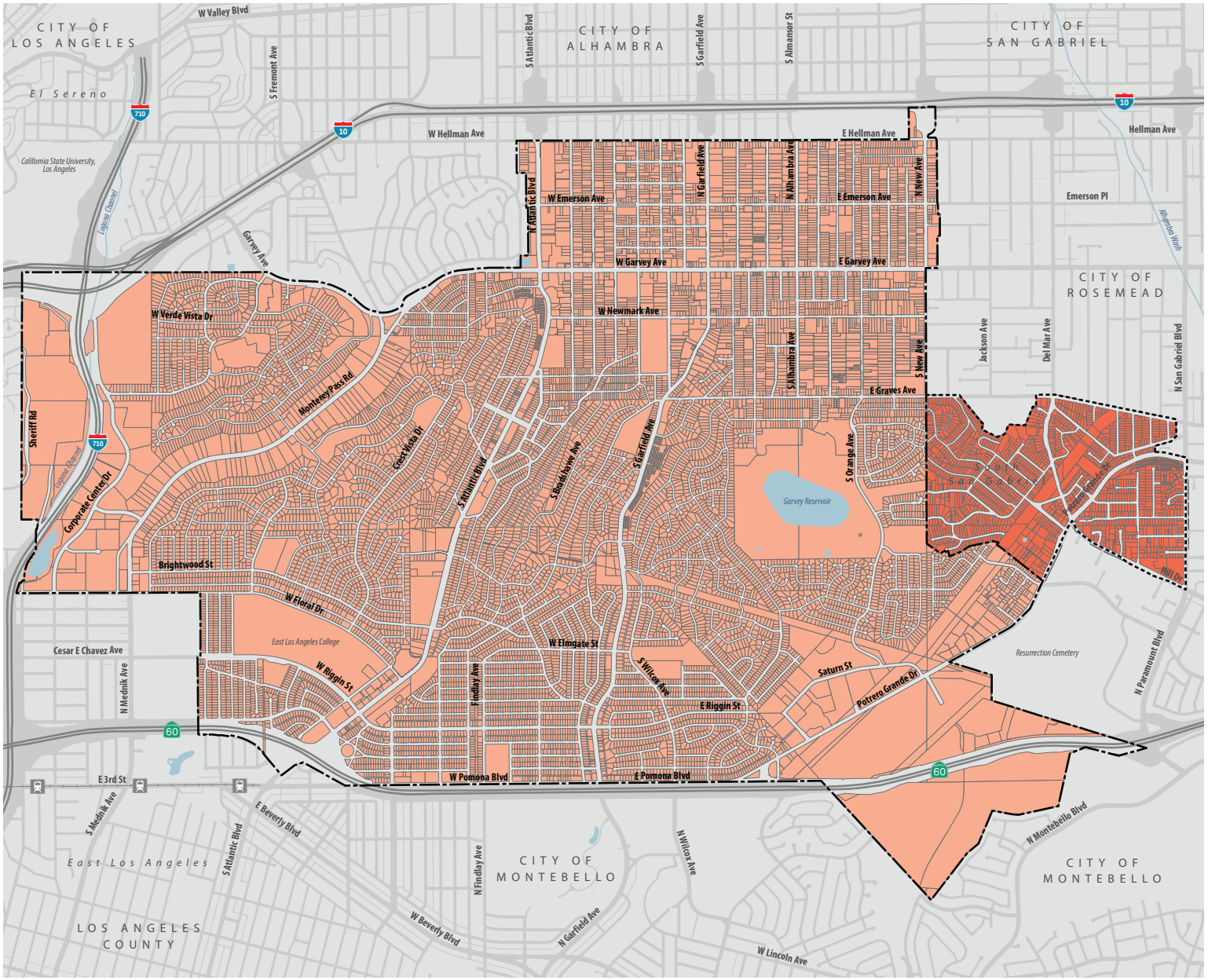
VICINITY MAP

Square Footage and Usage Type			
RETAIL "A"	156,450	SF	Retail/Department Store
RETAIL "B"	10,932	SF	Retail
	5,539	SF	Office
RETAIL "C"	15,000	SF	Retail
RETAIL "D"	106,299	SF	Home Improvement
GARDEN CENTER	28,118	SF	Garden Center
RETAIL	150,000	SF	Retail
PAD 1	1,860	SF	Restaurant-D-Thru
	2,346	SF	Office
	5,370	SF	Restaurant
PAD 2A	2,400	SF	Restaurant
	1,900	SF	Fast Food Restaurant
PAD 2B	2,700	SF	Fast Food Restaurant
PAD 3	4,526	SF	Restaurant
PAD 4	3,867	SF	Fast Food Restaurant
PAD 5	3,600	SF	Bank
Total Square Footage	**500,907**	**SF**	

MONTEREY PARK MARKET PLACE

MONTEREY PARK, CA

FIGURE 4D



Monterey Park 2040

FIGURE LU-1:

PLANNING AREA

Planning Area

- City of Monterey Park (Incorporated)
- Sphere of Influence (Unincorporated)

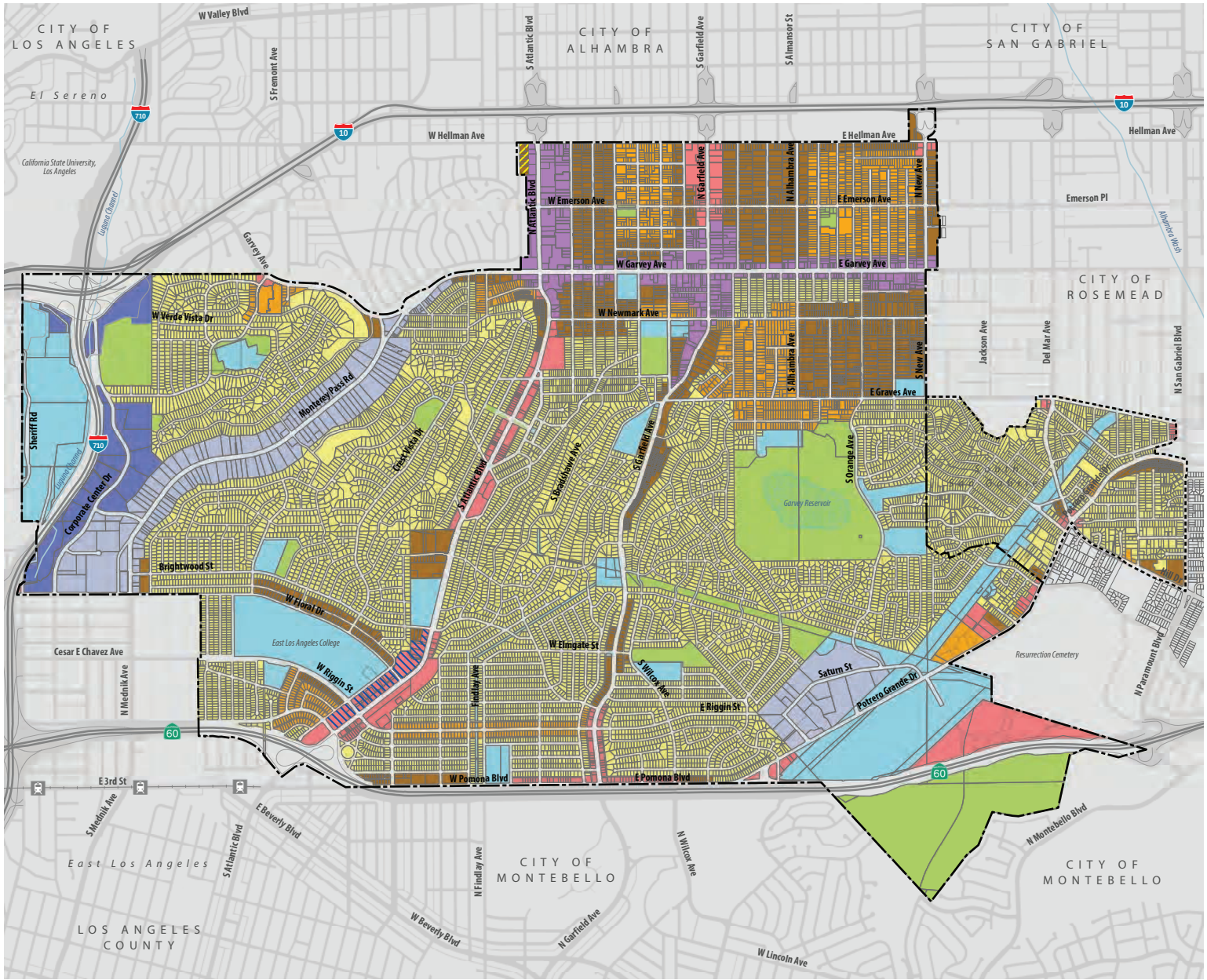
Base Map Features

- Monterey Park Boundary
- Sphere of Influence Boundary
- Metro Gold Line and Stations
- Water Courses
- Waterbodies

October 2019
Sources: Los Angeles County Assessor, 2019.

MIG

0 ¼ ½ 1 Mile



Monterey Park 2040

FIGURE LU-3:

LAND USE POLICY MAP

Land Use Designations

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Mixed Use
- Corporate Center
- Innovation/Technology
- Public Facilities
- Open Space
- Housing Overlay I
- Housing Overlay II

Base Map Features

- Monterey Park Boundary
- Sphere of influence Boundary
- Metro Gold Line and Stations
- Watercourses and Channels
- Garvey Reservoir

Note: Also see Regulating Plan

October 2019

Sources: City of Monterey Park and MIG, 2019.

MIG

0 ¼ ½ 1 Mile

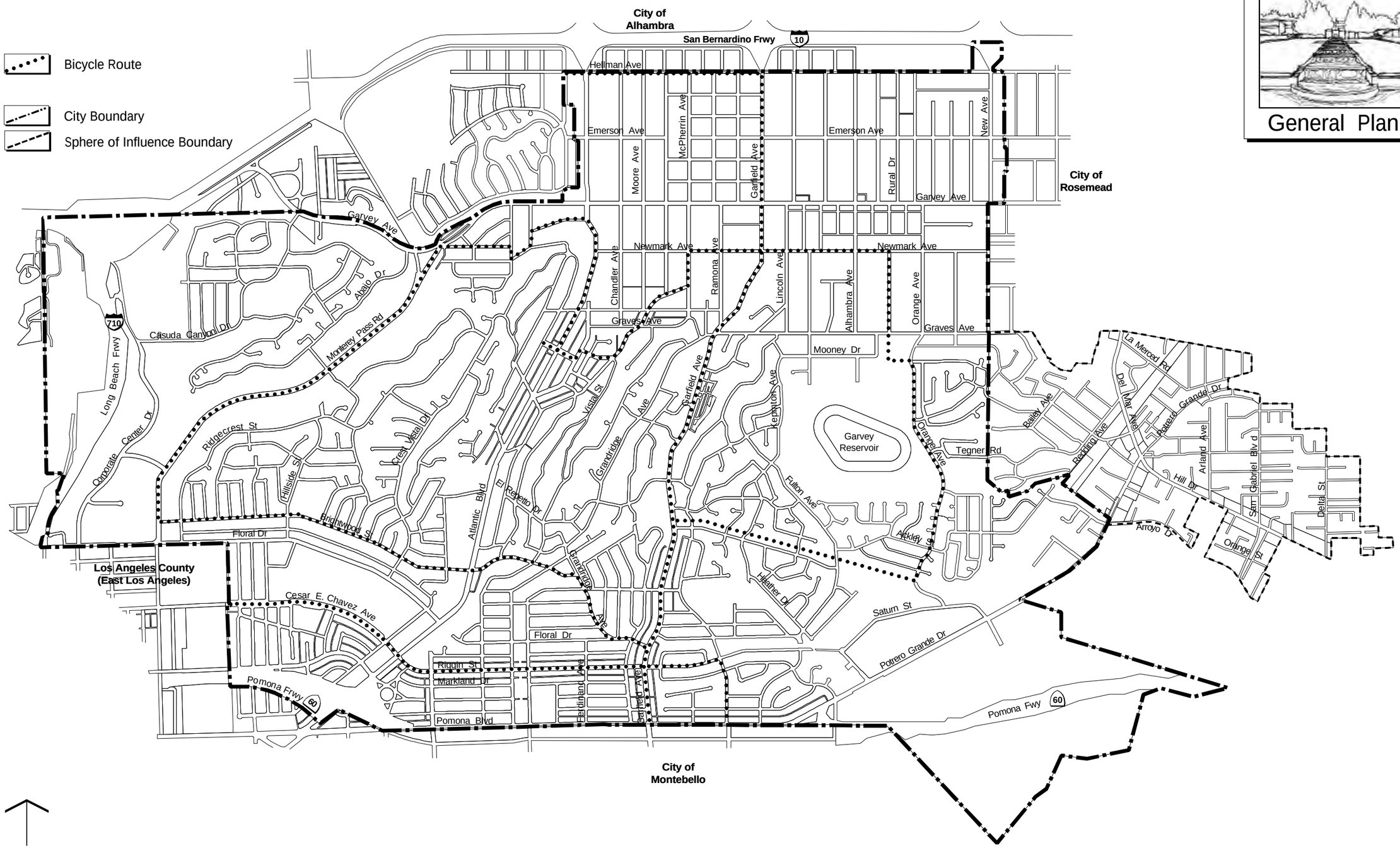


Figure C-4
Bicycle Route Plan

EXHIBIT B

MITIGATION MONITORING PROGRAM

MITIGATION MONITORING PROGRAM FOR:

MONTEREY PARK

MARKET PLACE

SUPPLEMENTAL EIR

prepared for:

CITY OF MONTEREY PARK

Contact:
Jim Basham
Development Services Director

prepared by:

THE PLANNING CENTER

Contact:
William Halligan, Esq.
Vice President, Environmental Services

OCTOBER 2011

MITIGATION MONITORING PROGRAM FOR:

MONTEREY PARK

MARKET PLACE

SUPPLEMENTAL EIR

prepared for:

CITY OF MONTEREY PARK

320 West Newmark Avenue
Monterey Park, CA 91754-2896
Tel: 626.307.1315
jbasham@montereypark.com

Contact:
Jim Basham
Development Services Director

prepared by:

THE PLANNING CENTER|DC&E

3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
Tel: 714.966.9220 • Fax: 714.966.9221
E-mail: information@planningcenter.com
Website: www.planningcenter.com

Contact:
William Halligan, Esq.
Vice President, Environmental Services

CMP-02.0E

DECEMBER 2011

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1.3 PROJECT LOCATION 5
1.4 ENVIRONMENTAL IMPACTS 5

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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
  ○ Widen northbound approach and add a second (dual) left turn lane.
  ○ Restripe northbound shared left plus through lane to a dedicated through lane.
  ○ Restripe the #2 southbound through lane to a shared through plus right turn lane.
• Garfield Avenue/Via Campo
  ○ Restripe the second eastbound through lane to a shared through plus right turn lane.
• Markland Drive–Vail Drive/Via Campo
  ○ Restripe southbound approach to include a dedicated right turn lane (no widening required).
  ○ The project's fair-share percentage is 17.4 percent (PM peak hour)
• San Gabriel Boulevard–Paramount Boulevard/Hill Drive
  ○ Restripe southbound approach to include a dedicated right turn lane (no widening required).
• 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.
	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

Market Place Development Agreement (DA-23-01) Ordinance

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND MONTEREY PARK RETAIL PARTNERS, LLC TO FACILITATE THE DEVELOPMENT OF THE MONTEREY PARK MARKET PLACE

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. *Recitals*. The City Council finds and declares as follows:

A. Monterey Park Retail Partners, LLC, a California Limited Liability Company ("Developer") entered into a development agreement dated January 16, 2013 (the "Development Agreement") with the City of Monterey Park ("City"), in connection with developing a commercial retail shopping center consisting of approximately 500,000 square feet and a minimum of 1,924 parking spaces on the Oil Cleanup/Edison site (the "Property"), as further described in the precise plan and tentative map approved in conjunction with the Development Agreement, known and referred to as the Monterey Park Market Place (the "Approved Project").

B. Developer and its affiliates propose to amend and restate the Development Agreement (the "Amended and Restated Development Agreement") in connection with possible revisions to the Approved Project to allow the development of its final phase with retail, auto dealership, last mile distribution, and/or warehouse uses, parking, and related improvements, as further described in the specific plan ("Specific Plan") being considered in conjunction with the Amended and Restated Development Agreement (the "Project"). The Amended and Restated Development Agreement is attached to this Ordinance as Exhibit "A," and incorporated by reference.

C. The City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq*., the "CEQA Guidelines").

D. On June 7, 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 June 7, 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 JUNE 7, 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 23-01
Exhibit B: Notice of Consistency

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 shall make a payment (the "Public Benefit Payment") equal to the sum of (a) $25,000, (b) $1.00 times the number of 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 net 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 shall 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)

June 7, 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.