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 21, 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 Police Explorers**
ROLL CALL	**Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Yvonne Yiu**

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS:

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

STAFF COMMUNICATIONS:

- Fire department
- Police department
- Public Work
- Recreation and Community Services

[1.] PRESENTATION

1-A. LOS ANGELES AREA REGIONAL TRAINING GROUP - VIDEO: FIRST RESPONDER PERSPECTIVES OF THE JANUARY 21, 2023 MASS SHOOTING

[2.] OLD BUSINESS – None.

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

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

3-A. MONTHLY INVESTMENT REPORT – MAY 2023

It is recommended that the City Council consider:

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

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

3-B. RECOMMENDATIONS FOR ADOPTION OF FISCAL YEAR 2023-24 ANNUAL BUDGET

It is recommended that the City Council consider:

(1) Adopting by Resolution the City's and Successor Agency's Fiscal Year 2023-2024 Annual Budget as presented on May 24, 2023;

(2) Adopting a Resolution approving the Citywide Combined Salary Schedule; and

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

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

It is recommended that the City Council consider:

(1) Receiving and filing this report;

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

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

3-D. RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION FOR THE TERM OF JULY 1, 2023 TO JUNE 30, 2025

It is recommended that the City Council consider:

(1) Adopting a Resolution approving a Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Professional Chief Officers' Association ("MPPCOA"). The MPPCOA represents the battalion chiefs in the Monterey Park Fire Department;

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

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

3-E. AUTHORIZING MAYOR TO SIGN LETTERS ON BEHALF OF THE CITY SUPPORTING GOVERNOR NEWSOM'S PROPOSAL FOR A 28TH AMENDMENT TO THE UNITED STATES CONSTITUTION AND THE LANGUAGE ACCESS TO GUN VIOLENCE PREVENTION STRATEGIES ACT OF 2023; AND RECEIVING AND FILING THE FIREARM LEGISLATIVE UPDATE REPORT

It is recommended that the City Council consider:

(1) Authorizing Mayor to sign a letter on behalf of the City supporting Governor Newsom's proposal for a 28th Amendment to the United States Constitution to help address America's Gun Violence Crisis;

(2) Authorizing Mayor to sign a letter on behalf of the City supporting the Language Access to Gun Violence Prevention Strategies Act of 2023;

(3) Receiving and filing the firearm legislative update report; and

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

3-F. WAIVE FURTHER READING AND ADOPT 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) Waiving the second reading and adopting the proposed ordinance; and

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

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

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

3-H. AUTHORIZE THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH CHINATOWN SERVICE CENTER TO UTILIZE THE SIERRA VISTA COMMUNITY CENTER AS A TEMPORARY MPK HOPE RESILIENCY CENTER TO PROVIDE MENTAL HEALTH AND WELLNESS SERVICES IN THE WAKE OF THE JANUARY 21ST SHOOTING

It is recommended that the City Council consider:

(1) Authorizing the City Manager, or designee, to execute a license agreement, in a form approved by the City Attorney with Chinatown Service Center to utilize the Sierra Vista Community Center as a temporary MPK Hope Resiliency Center to provide mental health and wellness services;

(2) Determining whether to advance the rental and janitorial costs of the Sierra Vista Community Center until Antiterrorism Emergency Assistance Program (AEAP) grant funds are disbursed; and

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

3-I. CONSIDERATION OF MAP NO. 71473 FOR A SUBDIVISION OF SINGLE LOT TO FACILITATE A FOUR-UNIT RESIDENTIAL DEVELOPMENT, LOCATED AT THE SOUTHEAST CORNER OF SOUTH ORANGE AVE AND PEPPER STREET

It is recommended that the City Council consider:

(1) Adopting a resolution approving Parcel Map No. 71473;

(2) Authorizing the City Manager to execute a Subdivision Improvement Agreement for Parcel Map No. 71473 in a form approved by the City Attorney;

(3) Authorizing the Public Works Director, or designee, to sign Parcel Map No. 71473; and

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

CEQA (California Environmental Quality Act):

The Project was categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines § 15332 as a Class 32 categorical exemption (Infill Development).

3-J. BEAR ELECTRICAL SOLUTIONS – AMENDMENT NO. 1

It is recommended that the City Council consider:

(1) Authorize the City Manager to execute the First Amendment to Agreement 2183-A, in a form approved by the City Attorney, with Bear Electrical Solutions, Inc., to retroactively increase the contract amount not to exceed $668,000 and to extend the term through June 30, 2024; and

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

3-K. SOUTHERN CALIFORNIA EDISON 5-YEAR REVOCABLE SECONDARY LAND USE LICENSE

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a 5-year Revocable Secondary Land Use License with Southern California Edison (SCE) for the City's 14" water main from the Delta Water Treatment Plant in the amount of $1,934.08; and

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

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

It is recommended that the City Council consider:

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

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

[4.] PUBLIC HEARING

4-A. A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION ESTABLISHING CITY-WIDE FEES RELATED TO THE INCLUSIONARY HOUSING ORDINANCE

It is recommended that the City Council consider:

(1) Continue the public hearing to the August 16, 2023 City Council meeting; and

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

4-B. RESOLUTION FOR THE FY2023-24 CAPITAL IMPROVEMENT PLAN

It is recommended that the City Council consider:

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

(2) After closing the public hearing and considering the evidence, adopting a Resolution finding the FY2023-24 Capital Improvement Plan ("CIP") conforms with the General Plan, Authorizing the City Engineer to Approve Plans and Specifications for Capital Improvement Projects, and Authorizing the Public Works Director to Solicit Bids for Capital Improvement Projects identified in the CIP; and

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

[5.] NEW BUSINESS – None.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

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

ADJOURN

City Council Staff Report

DATE: June 21, 2023

AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council

FROM: Amy Lee, City Treasurer

SUBJECT: Monthly Investment Report – May 2023

RECOMMENDATION:

It is recommended that the City Council consider:

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

EXECUTIVE SUMMARY:

As of May 31, 2023, invested funds for the City of Monterey Park is $87,846,698.82

BACKGROUND:

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

Respectfully submitted by:

Amy Lee
City Treasurer

Prepared by:

Martha Garcia
Finance Director

Approved by:

Ron Bow
City Manager

ATTACHMENT:

1. Monthly Investment Report

ATTACHMENT 1
Monthly Investment Report

CITY OF MONTEREY PARK
INVESTMENT REPORT
MAY 31, 2023

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 03/31/2023 $ 87,846,698.82

INVESTMENT COMPOSITION

(1)	**LA COUNTY POOLED INVESTMENT FUND** *(See Schedule A for LA County Pool Composition)*	ON DEMAND	3.430%	***$ 43,606,496.69***
(2)	**LOCAL AGENCY INVESTMENT FUND**	ON DEMAND	2.870%	***$ 36,395,202.13***

(3) **CERTIFICATES OF DEPOSIT**	Purchase Date	Maturity Date	Interest Rate	
1 PREFERRED BANK	09/03/22	09/03/23	2.51%	100,000
2 PREFERRED BANK	09/08/22	09/08/23	2.67%	150,000
3 SALLIE MAE BANK	08/11/21	08/12/24	0.70%	245,000
4 TOYOTA FINANCIAL SAVINGS BANK	09/16/21	09/16/24	0.65%	245,000
5 SYNCHRONY BANK	09/17/21	09/17/24	0.65%	245,000
6 UBS BANK USA	09/22/21	09/23/24	0.65%	245,000
7 STATE BANK OF INDIA	10/18/21	10/18/24	0.70%	245,000
8 MEDALLION BANK UTAH	01/28/22	01/28/25	1.25%	245,000
9 PENTAGON FEDERAL UNION	01/31/22	01/31/25	1.25%	245,000
10 BEAL BANK	02/02/22	01/29/25	1.15%	245,000
11 VALLIANCE BANK	03/18/22	03/18/25	1.40%	245,000
12 STATE BANK OF TEXAS	03/25/22	03/25/25	1.45%	245,000
13 FIRST FED SAVINGS & LOAN	03/30/22	03/31/25	2.00%	245,000
14 LAFAYETTE FEDERAL CREDIT UNION	03/30/22	03/31/25	2.20%	245,000
15 ALLY BANK	03/31/22	03/28/24	1.95%	245,000
16 COMENITY CAPITAL BANK	04/14/22	04/14/25	2.55%	245,000
17 AMERICU CREDIT UNION	04/21/22	04/21/25	2.30%	245,000
18 BALBOA THRIFT & LOAN	04/29/22	04/29/25	2.00%	245,000
19 CONNEXUS CREDIT UNION	05/26/22	05/28/24	2.65%	245,000
20 METRO CREDIT UNION	07/13/22	07/12/24	3.20%	245,000
21 FIRST TECHNOLOGY CREDIT UNION	08/05/22	08/05/24	3.25%	245,000
22 AUSTIN TELCO FEDERAL CREDIT UNION	12/16/22	12/16/24	5.00%	245,000
23 GREENWOOD MUNICIPAL FED CREDIT UNI(	01/27/23	01/27/25	4.80%	245,000
24 RAIZ CREDIT UNION	01/27/23	01/27/25	4.75%	245,000
25 WORKERS	01/27/23	01/27/25	4.70%	245,000
26 MANUF & TRADERS TRUST CO	01/31/23	01/31/26	4.25%	245,000
27 ALPINE BANK	01/31/23	01/31/25	4.55%	245,000
28 TECHNOLOGY FCU	02/10/23	02/24/25	5.00%	245,000
29 RED CROWN FCU	02/14/23	02/21/25	4.85%	245,000
30 UFIRST FEDERAL CREDIT UNION	02/15/23	02/25/25	4.85%	245,000
31 SEA COMM FEDERAL CREDIT UNION	02/23/23	03/03/25	4.90%	245,000
32 GLOBAL CREDIT UNION	05/02/23	05/12/25	4.85%	245,000
33 WESTERN ALLIANCE BANK	05/02/23	05/05/25	4.85%	245,000
Total CDs (33)			3.149%	***$ 7,845,000.00***

OTHER INFORMATION:

BANK BALANCE: [1] $ 11,685,106.88

AVERAGE MATURITY DAYS 58

AVERAGE INTEREST RATE FOR THE MONTH 3.101%

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

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

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

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

POOLED SURPLUS AND SPECIFIC PURPOSE INVESTMENTS
AS OF APRIL 30, 2023

SCHEDULE A

PORTFOLIO PROFILE	Pooled Surplus Investments	Specific Purpose Investments
Inventory Balance at 04/30/23		
At Cost	$ 57,471,282,565	$ 302,280,161
At Market	$ 55,011,163,561	$ 280,052,503
Repurchase Agreements	$ -	$ -
Reverse Repurchase Agreements	$ -	$ -
Composition by Security Type:		
Certificates of Deposit	5.22%	0.00%
United States Government and Agency Obligations	67.73%	85.53%
Bankers Acceptances	0.00%	0.00%
Commercial Paper	26.99%	0.00%
Municipal Obligations	0.04%	0.82%
Corporate and Deposit Notes	0.02%	0.00%
Repurchase Agreements	0.00%	0.00%
Asset-Backed	0.00%	0.00%
Other	0.00%	13.65%
1-60 days	40.29%	0.00%
61 days-1 year	23.75%	27.25%
Over 1 year	35.96%	72.75%
Weighted Average Days to Maturity	718	

City Council Staff Report

DATE: June 21, 2023

AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council

FROM: Martha Garcia, Director of Finance

SUBJECT: Recommendations for Adoption of Fiscal Year 2023-24 Annual Budget

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting by Resolution the City's and Successor Agency's Fiscal Year 2023-2024 Annual Budget as presented on May 24, 2023;
2. Adopting a Resolution approving the Citywide Combined Salary Schedule; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On May 24, 2023, the City Council conducted a public budget workshop regarding the City's current finances, projected revenues, and financial obligations. The budget for FY 2023-2024 presents a spending plan that anticipates $145.5 million in estimated operating revenues and transfers-in; $27.5 million from grant advancements and fund balance from all funds combined; and $173 million in operating, and capital improvements expenditures and transfers-out. Financial matters, included the addition of staff, the American Rescue Program Act funds, Community Development Department projects, the Citywide compensation study, and all other goals and objectives associated with the City budget, were presented and discussed at the workshop.

In addition, the City Council's fiscal year 2023-2024 Strategic Plan Goals were added to the budget document to provide a roadmap for prioritizing implementation of the specific objectives that will be focused on during the budget cycle.

BACKGROUND:

Strategic planning is a method by which the City Council plans and prioritizes its goals in a transparent and accountable manner. At a public meeting held on April 8, 2023, the City Council and City's management team met to discuss fiscal year 2023-2024 City Council priorities and strategic plan goals. The Strategic Plan goals enables the City to efficiently move the community forward by focusing on specific objectives during the fiscal year. The Strategic Plan goals can be found on page B12 (and are also listed below) of the fiscal year 2023-24 budget book and serves as a roadmap to guide the City's vision and helps to prioritize objective implementation. The City Council and staff uses the Plan's goals to align limited resources with prioritized initiatives, which connect to a broader vision for our community's future.

The Fiscal Year 2023-2024 Strategic Plan goals include:

- Sustainability
- Housing
- Public Safety & Homelessness
- MPK Healing – Community support resulting from the shooting incident
- City Property/Facilities
- Public Communications
- Economic Development
- Civic Engagement

On May 24, 2023, City Council conducted a public budget workshop wherein FY 2023-24 estimated revenues presented were $145.5 million, grant advancements and fund balance were $27.5 million, and expenditures were $173 million. The workshop included discussions on the addition of staff to the City's employee roster, the American Rescue Program Act funds and general fund supplement, the rebuilding of Community Development Department and its projects, the Citywide compensation study, and all other goals and objectives associated with the City budget.

The Citywide compensation study was presented to Council on April 5, 2023 in a receive and file staff report. The FY 2023-2024 proposed budget includes cost associated with bringing employee salaries below the median to the recommended median. Since most bargaining units are currently under negotiation, it is recommended that the attached combined salary schedule be approved to include adjusting hourly rates for the part-time classifications due to the state minimum wage increases over the past few years which has caused compaction with other part-time positions and bringing Executive and unrepresented management to an average median. The City increased hourly rates for the specific positions that were below the minimum wage by hiring the new staff at a higher step in the salary range. By not adjusting the entire part-time salary ranges, over the past two years it has caused compaction for entry level part-time positions making similar hourly rates as skilled level part-time positions. For example, a new Recreation Leader (no experience required) starts at $15.74/hr. based on the current salary schedule and rate that is above minimum wage of $15.50/hr. and a new Senior Lifeguard (who is required to have at least two certifications and experience to instruct swimming classes to be qualified as a Senior lifeguard) starts at $15.58/hr. Taking this action will assist with compaction issues and the negotiations of the remaining bargaining units. It will take affect the first full pay period after July 1, 2023.

Therefore, the City's FY 2023-2024 Operating, Debt and Capital Budget total is $173 million of which $61.8 million is in the General Fund, $27 million is for capital improvements and $2.2 is for the Successor Agency enforceable obligations and administration costs. A careful and methodical approach was taken in preparing the budget consistent with City Council's practice to exercise fiscal prudence with funding requests and the preservation of the General Fund reserves. Departmental budget

requests were scrutinized considering essential operational needs and limiting the ongoing demand on the City's finances. This operating budget takes the stance of status quo with escalations only where the cost-of-service delivery has increased and where a need for additional services has been identified.

FISCAL IMPACT:

The FY 2023-2024 citywide budget is estimated to be $173 million, with a General Fund Budget of $61.8 million (net of transfers).

Respectfully submitted by:

Martha Garcia
Director of Finance

Approved by:

Ron Bow
City Manager

Reviewed by:

Justin A. Tamayo
Deputy City Attorney

ATTACHMENT:

1. Budget Adoption Resolution
2. Comprehensive Salary Schedule and Resolution

ATTACHMENT 1
Budget Adoption Resolution

RESOLUTION NO.

A RESOLUTION ADOPTING THE FISCAL YEAR 2023-2024 FINAL OPERATING, DEBT AND CAPITAL BUDGET FOR THE CITY OF MONTEREY PARK; THE SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY; THE MONTEREY PARK FINANCING AUTHORITY; THE MONTEREY PARK HOUSING AUTHORITY; AND THE GEOLOGIC HAZARD ABATEMENT DISTRICT

The City Council for the City of Monterey Park and the City Council acting on behalf of the Successor Agency (collectively referred to, for convenience, as the "City") does resolve as follows:

SECTION 1: **FINDINGS**. The City Council finds and declares as follows:

A. The City Council reviewed the proposed final Operating and Debt Budget ("Budget") for the City and Capital Improvement Plan ("CIP") for fiscal year 2023-2024;

B. The Budget and CIP are based upon appropriate estimates and financial planning for the City's operations, debt and capital improvements;

C. The City Council conducted public study sessions on May 24, 2023;

D. The City Council is fully informed regarding the City's current finances, projected revenue, and financial obligations; and

E. It is in the public interest for the City Council to adopt the Budget and CIP as proposed by the City Manager.

SECTION 2: **Adoption**. The Budget and the Capital Improvement Projects as incorporated by reference to this Resolution are approved and adopted subject only to the authorizations set forth below. Such approval and adoption includes, without limitation, the Position Control Listing of Authorized Positions, Classification and Compensation Plans set forth in the Budget which recognizes new classifications and removes unused classifications.

SECTION 3: **Appropriations Limit**.

A. Article XIIIB of the California Constitution requires the City to set its Appropriations Limit on an annual basis;

B. The City's Appropriations Limit may be adjusted annually based upon inflation and population growth.

C. The City Council may choose the method of calculating adjustments to the City's Appropriations Limit on an annual basis. For inflation, pursuant to Article XIIIB, § 8(e)(2), adjustments to the Appropriations Limit may be

calculated using either the percentage change in per capita personal income from the preceding year or the percentage change in the local assessment roll from the preceding year because of local nonresidential new construction. For population growth, pursuant to Government Code § 7901(b), the City may either use the percentage growth either in its jurisdiction or from the surrounding county.

D. Pursuant to Article XIIIB of the California Constitution, and those Government Code sections adopted pursuant to Article XIIIB, § 8(f), the City Council chooses to adjust the City's Appropriations Limit by calculating inflation using the California per capita personal income growth and calculating population growth by using the percentage change in population in Los Angeles County.

E. As a result of the adjustments made to the City's Appropriations Limit, the City Council sets the Appropriations Limit for fiscal year 2023-2024 at $109.5 million.

SECTION 4: **Budget Appropriations**. Based upon the Budget, the total General Fund operating budget, including transfers, is $61.8 million. The Overall City Budget is $173 million including Capital Improvement Projects. The City Manager, or designee, is authorized to implement the appropriations for City Departments.

SECTION 5: **CIP Appropriations**. Based upon the CIP, a total of $27 million is appropriated for capital improvement projects for fiscal year 2023-2024. The City Manager, or designee, is authorized to implement the CIP.

SECTION 6: **Reappropriation**. The City Manager, or designee, is authorized to reappropriate any unused appropriations for capital projects, special projects, and grant programs at the close of fiscal year 2023-2024 for the Budget and CIP.

SECTION 7: **Fund Operating Reserves**. The City Manager, or designee, may appropriate any remaining revenues at the close of fiscal year 2023-2024 into the applicable Fund operating reserve per Governmental Accounting Standards Board (GASB) Statement No. 54.

SECTION 8: **Budget Adjustments**. The Budget may be subsequently adjusted as follows:

A. By majority vote of the City Council;

B. By the City Manager, or designee, for all appropriation transfers between programs and sections within a City department and between appropriation units (e.g., salaries and benefits, services and supplies, and capital outlay) within programs;

C. Objects code expenditures within appropriation units in a program are not restricted so long as funding is available in the appropriation unit as a whole.

SECTION 9: **Contracting Authority.**

A. Pursuant to Monterey Park Municipal Code ("MPMC") Chapter 3.20, the City Manager, or designee, is authorized to bid and award contracts for the equipment, supplies, and services approved in the Budget.

B. Pursuant to MPMC § 3.90.050(c), the City Manager or designee, is authorized to execute all contracts awarded for equipment, supplies, and services approved in the Budget.

C. For all other services, equipment, and supplies, the City Manager or designee, is authorized to execute contracts in accordance with the MPMC.

SECTION 3: **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 4: **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 5: **Effective Date**. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 21th day of June 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
Comprehensive Salary Schedule and Resolution

RESOLUTION NO.

A RESOLUTION APPROVING THE CITY OF MONTEREY PARK SALARY SCHEDULE FOR FISCAL YEAR 2023-24

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

SECTION 1: *Recitals.* The City Council finds and declares:

A. The City Council has approved Memorandums of Understanding (MOUs) with each City Association including salary schedules;

B. The City has compiled the salary schedules from the different MOUs to create the publicly available combined salary schedule;

C. The City completed a citywide compensation study. The combined salary schedule includes bringing executive management and the unrepresented management to an average median; and

D. The combined salary schedule also includes adjusting hourly rates for part-time classifications due to state minimum wage increases over the past few years which has caused compaction with other part-time positions.

SECTION 2: Approval. Pursuant to the Public Employees' Pension Reform Action of 2013 (PEPRA), and Title 2 of the California Code of Regulations (CCR), the Council approves the City of Monterey Park Comprehensive Salary Schedule attached as Exhibit "A," and incorporated by reference.

SECTION 3: Authority. The City Manager is authorized to publish the City of Monterey Park Comprehensive Salary Schedule.

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 21st day of June 2023.

_____
Jose Sanchez, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

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

_____
Justin A. Tamayo, Deputy City Attorney

City of Monterey Park Salary Schedule
Updated June 13, 2023

Exhibit A

Elected Official	Monthly Compensation	
City Council	$500	
City Clerk	$500	
City Treasurer	$500	

Job Classification	Bargaining Unit	Effective Date	Salary
City Manager	Contract	8/1/2022	$226,830

FULL-TIME SALARY SCHEDULE

Job Classification	Bargaining Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Account Clerk	SEIU	1/1/2023	$3,686	$3,778	$3,872	$3,969	$4,068	$4,170	$4,274	$4,381	$4,491	$4,715
Accountant	SEIU	1/1/2023	$5,317	$5,450	$5,586	$5,726	$5,869	$6,016	$6,166	$6,320	$6,479	$6,802
Administrative Aide (Non-Confidential)	SEIU	1/1/2023	$4,638	$4,753	$4,872	$4,994	$5,119	$5,247	$5,378	$5,513	$5,650	$5,933
Administrative Aide	Confidential	1/7/2023	$4,637	$4,754	$4,872	$4,993	$5,117	$5,247	$5,378	$5,512	$5,650	$5,932
Administrative Manager	Unrepresented/At-Will	1/7/2023	$9,551	$9,791	$10,034	$10,285	$10,542	$10,807	$11,076	$11,353	$11,638	$12,219
Administrative Secretary	Confidential	1/7/2023	$4,409	$4,519	$4,632	$4,748	$4,867	$4,988	$5,112	$5,241	$5,371	$5,641
Adult Literacy Coordinator	Mid-Management	1/7/2023	$6,409	$6,569	$6,733	$6,902	$7,074	$7,251	$7,433	$7,618	$7,808	$8,199
Animal Services Officer	SEIU	1/1/2023	$4,021	$4,121	$4,224	$4,330	$4,438	$4,549	$4,663	$4,779	$4,899	$5,144
Animal Services Supervisor	SEIU	1/1/2023	$5,167	$5,296	$5,428	$5,564	$5,703	$5,845	$5,992	$6,141	$6,295	$6,610
Assistant City Engineer	Mid-Management	1/7/2023	$10,082	$10,333	$10,591	$10,856	$11,126	$11,405	$11,691	$11,983	$12,282	$12,897
Assistant City Manager	Executive Management	7/1/2023	$12,911	-	-	-	-	-	-	-	-	$20,470
Assistant Deputy City Clerk	SEIU	1/1/2023	$4,850	$4,971	$5,096	$5,223	$5,354	$5,488	$5,625	$5,765	$5,909	$6,206
Assistant Planner	SEIU	1/1/2023	$5,474	$5,611	$5,752	$5,895	$6,043	$6,194	$6,349	$6,507	$6,670	$7,004
Assistant to City Manager	Mid-Management	1/7/2023	$8,402	$8,612	$8,828	$9,048	$9,275	$9,506	$9,744	$9,988	$10,237	$10,749
Associate Planner	SEIU	1/1/2023	$6,215	$6,370	$6,529	$6,693	$6,860	$7,031	$7,207	$7,387	$7,572	$7,951
Auto Shop Technician	SEIU	1/1/2023	$4,029	$4,130	$4,233	$4,339	$4,448	$4,559	$4,673	$4,790	$4,909	$5,155
Building Inspector	SEIU	1/1/2023	$6,124	$6,277	$6,434	$6,595	$6,759	$6,928	$7,102	$7,279	$7,461	$7,834
Building Official	Mid-Management	1/7/2023	$8,887	$9,108	$9,336	$9,569	$9,808	$10,054	$10,306	$10,562	$10,826	$11,368
Building Trades Technician	SEIU	1/1/2023	$4,773	$4,892	$5,015	$5,140	$5,269	$5,400	$5,535	$5,674	$5,815	$6,106
Child Care Assistant	SEIU	1/1/2023	$3,686	$3,778	$3,872	$3,969	$4,068	$4,170	$4,274	$4,381	$4,491	$4,715
Child Care Coordinator	SEIU	1/1/2023	$4,638	$4,753	$4,872	$4,994	$5,119	$5,247	$5,378	$5,513	$5,650	$5,933
City Librarian	Executive Management	7/1/2023	$12,911	-	-	-	-	-	-	-	-	$20,470
Civil Engineering Assistant	SEIU	1/1/2023	$5,945	$6,093	$6,246	$6,402	$6,562	$6,726	$6,894	$7,067	$7,243	$7,605
Civil Engineering Associate	Mid-Management	1/7/2023	$7,278	$7,460	$7,646	$7,837	$8,032	$8,234	$8,440	$8,651	$8,866	$9,311
Civil Engineering Technician	SEIU	1/1/2023	$5,167	$5,296	$5,428	$5,564	$5,703	$5,845	$5,992	$6,141	$6,295	$6,610
Code Enforcement Officer	SEIU	1/1/2023	$4,893	$5,016	$5,141	$5,270	$5,401	$5,536	$5,675	$5,817	$5,962	$6,260
Communication Dispatcher	SEIU	1/1/2023	$5,052	$5,178	$5,307	$5,440	$5,576	$5,715	$5,858	$6,005	$6,155	$6,463
Communications Dispatcher Trainee	SEIU	1/1/2023	$4,175	$4,279	$4,386	$4,496	$4,608	$4,723	$4,841	$4,962	$5,086	$5,341
Communications Supervisor	Mid-Management	1/7/2023	$6,409	$6,569	$6,733	$6,902	$7,074	$7,251	$7,433	$7,618	$7,808	$8,199
Community Communications Coordinator	SEIU	1/1/2023	$4,869	$4,991	$5,116	$5,244	$5,375	$5,509	$5,647	$5,788	$5,933	$6,230
Community Service Officer	SEIU	1/1/2023	$4,014	$4,115	$4,217	$4,323	$4,431	$5,442	$4,655	$4,772	$4,891	$5,135
Consumer Service Representative	SEIU	1/1/2023	$4,514	$4,627	$4,742	$4,861	$4,983	$5,107	$5,235	$5,366	$5,500	$5,775
Consumer Services Supervisor	Mid-Management	1/7/2023	$6,835	$7,005	$7,180	$7,359	$7,544	$7,732	$7,929	$8,123	$8,327	$8,743
Crew Leader	SEIU	1/1/2023	$4,773	$4,892	$5,015	$5,140	$5,269	$5,400	$5,535	$5,674	$5,815	$6,106
Cross Connection Control Inspector	SEIU	1/1/2023	$5,624	$5,765	$5,909	$6,056	$6,208	$6,363	$6,522	$6,685	$6,852	$7,195
Deputy City Clerk	Mid-Management	1/7/2023	$6,960	$7,134	$7,314	$7,496	$7,683	$7,875	$8,073	$8,273	$8,481	$8,904
Deputy Fire Marshal	Mid-Management	1/7/2023	$6,524	$6,687	$68,545	$7,026	$7,201	$7,382	$7,566	$7,755	$7,948	$8,345
Dial-A-Ride Dispatcher	SEIU	1/1/2023	$4,014	$4,115	$4,217	$4,323	$4,431	$4,542	$4,655	$4,772	$4,891	$5,135
Dial-A-Ride Driver	SEIU	1/1/2023	$2,707	$2,774	$2,844	$2,915	$2,988	$3,062	$3,139	$3,217	$3,298	$3,463
Director of Community & Economic Development	Executive Management	7/1/2023	$12,911	-	-	-	-	-	-	-	-	$20,470
Director of Human Resources & Risk Management	Executive Management	7/1/2023	$12,911	-	-	-	-	-	-	-	-	$20,470
Director of Management Services	Executive Management	7/1/2023	$12,911	-	-	-	-	-	-	-	-	$20,470
Director of Public Works	Executive Management	7/1/2023	$12,911	-	-	-	-	-	-	-	-	$20,470
Director of Recreation & Community Services	Executive Management	7/1/2023	$12,911	-	-	-	-	-	-	-	-	$20,470

City of Monterey Park Salary Schedule
Updated June 13, 2023

Exhibit A

Job Classification	Bargaining Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Division Chief	Fire Management	7/9/2022	$10,774	$11,320	$11,892	$12,494	$13,118	-	-	-	-	-
Economic Development Project Manager	Mid-Management	1/7/2023	$8,123	$8,328	$8,535	$8,749	$8,967	$9,192	$9,421	$9,657	$9,898	$10,394
Economic Development Specialist	SEIU	1/1/2023	$5,945	$6,093	$6,246	$6,402	$6,562	$6,726	$6,894	$7,067	$7,243	$7,605
Electrician	SEIU	1/1/2023	$5,167	$5,296	$5,428	$564	$5,703	$5,845	$5,992	$6,141	$6,295	$6,610
Equipment Mechanic	SEIU	1/1/2023	$4,773	$4,892	$5,015	$5,140	$5,269	$5,400	$5,535	$5,674	$5,815	$6,106
Equipment Service Specialist	SEIU	1/1/2023	$4,029	$4,130	$4,233	$4,339	$4,448	$4,559	$4,673	$4,790	$4,909	$5,155
Evidence Officer	SEIU	1/1/2023	$4,334	$4,442	$4,553	$4,667	$4,784	$4,904	$5,026	$5,152	$5,281	$5,545
Facilities Maintenance Supervisor	Mid-Management	1/7/2023	$6,409	$6,569	$6,733	$6,902	$7,074	$7,251	$7,433	$7,618	$7,808	$8,199
Finance Manager	Unrepresented/At-Will	1/7/2023	$10,406	$10,665	$10,932	$11,205	$11,486	$11,772	$12,067	$12,369	$12,677	$13,312
Financial Analyst	Mid-Management	1/8/2023	$6,409	$6,569	$6,733	$6,902	$7,074	$7,251	$7,433	$7,618	$7,808	$8,199
Fire Captain	Firefighters	10/1/2022	$8,114	$8,521	$8,946	$9,394	$9,863	$10,356	$10,874	-	-	-
Fire Chief	Executive Management	7/1/2023	$12,911	-	-	-	-	-	-	-	-	$20,470
Fire Engineer	Firefighters	10/1/2022	$6,965	$7,313	$7,679	$8,063	$8,466	$8,889	$9,334	-	-	-
Fire Marshall	Mid-Management	1/7/2023	$8,771	$8,991	$9,215	$9,446	$9,682	$9,924	$10,172	$10,426	$10,687	$11,221
Fire Prevention Permit Technician	SEIU	1/1/2023	$4,410	$4,520	$4,633	$4,749	$4,868	$4,989	$5,114	$5,242	$5,373	$5,642
Fire Safety Specialist	SEIU	1/1/2023	$5,802	$5,947	$6,095	$6,248	$6,404	$6,564	$6,728	$6,896	$7,069	$7,422
Firefighter	Firefighters	10/1/2022	$6,019	$6,320	$6,636	$6,967	$7,315	$7,681	$8,065	-	-	-
Fleet Maintenance Supervisor	Mid-Management	1/7/2023	$6,409	$6,569	$6,733	$6,902	$7,074	$7,251	$7,433	$7,618	$7,808	$8,199
Housing Program & Grant Admin Coordinator	Mid-Management	1/7/2023	$7,277	$7,459	$7,645	$7,836	$8,031	$8,232	$8,439	$8,649	$8,865	$9,308
Human Resources Analyst	Confidential	1/7/2023	$6,458	$6,621	$6,786	$6,955	$7,130	$7,308	$7,492	$7,679	$7,870	$8,263
Human Resources Assistant	Confidential	1/7/2023	$5,488	$5,624	$5,765	$5,908	$6,056	$6,208	$6,364	$6,523	$6,685	$7,021
Human Resources/Risk Manager	Unrepresented/At-Will	9/9/2021	$10,232	$10,487	$10,749	$11,018	$11,294	$11,575	$11,866	$12,162	$12,465	$13,089
Human Resources Technician	Confidential	1/7/2023	$4,778	$4,898	$5,021	$5,145	$5,275	$5,406	$5,541	$5,679	$5,821	$6,113
Information Systems Specialist	Confidential	1/7/2023	$6,960	$7,134	$7,314	$7,496	$7,683	$7,875	$8,073	$8,273	$8,481	$8,904
Information Technology Services Manager	Unrepresented/At-Will	1/7/2023	$10,232	$10,487	$10,749	$11,018	$11,294	$11,575	$11,866	$12,162	$12,465	$13,089
Information Technology Technician I	SEIU	1/1/2023	$4,893	$5,016	$5,141	$5,270	$5,401	$5,536	$5,675	$5,817	$5,962	$6,260
Information Technology Technician II	SEIU	1/1/2023	$5,802	$5,947	$6,095	$6,248	$6,404	$6,564	$6,728	$6,896	$7,069	$7,422
Irrigation Specialist	SEIU	1/1/2023	$4,029	$4,130	$4,233	$4,212	$4,317	$4,425	$4,536	$4,649	$4,765	$5,004
Jailer	SEIU	1/1/2023	$4,243	$4,349	$4,458	$4,569	$4,683	$4,800	$4,920	$5,044	$5,170	$5,428
Jail Supervisor	Mid-Management	1/7/2023	$6,290	$6,448	$6,609	$6,774	$6,943	$7,117	$7,295	$7,477	$7,664	$8,048
Janitor	SEIU	1/1/2023	$2,707	$2,774	$2,844	$2,915	$2,988	$3,062	$3,139	$3,217	$3,298	$3,463
Lead Equipment Mechanic	SEIU	1/1/2023	$5,490	$5,627	$5,767	$5,912	$6,059	$6,211	$6,366	$6,525	$6,688	$7,022
Librarian	SEIU	1/1/2023	$5,474	$5,611	$5,752	$5,895	$6,043	$6,194	$6,349	$6,507	$6,670	$7,004
Library Circulation Service Supervisor	SEIU	1/1/2023	$4,207	$4,312	$4,420	$4,531	$4,644	$4,760	$4,879	$5,001	$5,126	$5,382
Library Clerk	SEIU	1/1/2023	$3,686	$3,778	$3,872	$3,969	$4,068	$4,170	$4,274	$4,381	$4,491	$4,715
Library Technician	SEIU	1/1/2023	$4,207	$4,312	$4,420	$4,531	$4,644	$4,760	$4,879	$5,001	$5,126	$5,382
Maintenance Worker	SEIU	1/1/2023	$3,835	$3,931	$4,029	$4,130	$4,233	$4,339	$4,448	$4,559	$4,673	$4,907
Management Aide	SEIU	1/1/2023	$4,410	$4,520	$4,633	$4,749	$4,868	$4,989	$5,114	$5,242	$5,373	$5,642
Management Analyst	SEIU	1/1/2023	$5,284	$5,416	$5,551	$5,690	$5,831	$5,977	$6,127	$6,281	$6,437	$6,759
Park Maintenance Crew Leader	SEIU	1/1/2023	$4,773	$4,892	$5,015	$5,140	$5,269	$5,400	$5,535	$5,674	$5,815	$6,106
Park Maintenance Lead Worker	SEIU	1/1/2023	$4,438	$4,549	$4,663	$4,779	$4,899	$5,021	$5,147	$5,275	$5,407	$5,678
Park Maintenance Worker	SEIU	1/1/2023	$3,835	$3,931	$4,029	$4,130	$4,233	$4,339	$4,448	$54,559	$4,673	$4,907
Park Superintendent	Mid-Management	1/7/2023	$6,960	$7,134	$7,314	$7,496	$7,683	$7,875	$8,073	$8,273	$8,481	$8,904
Park Supervisor	Mid-Management	1/7/2023	$6,409	$6,569	$6,733	$6,902	$7,074	$7,251	$7,433	$7,618	$7,808	$8,199
Payroll Technician	Confidential	1/7/2023	$4,872	$4,993	$5,117	$5,246	$5,377	$5,512	$5,650	$5,790	$5,935	$6,232
Permit Technician I	SEIU	1/1/2023	$4,410	$4,520	$4,633	$4,749	$4,868	$4,989	$5,114	$5,242	$5,373	$5,642
Permit Technician II	SEIU	1/1/2023	$4,893	$5,016	$5,141	$5,270	$5,401	$5,536	$5,675	$5,817	$5,962	$6,260
Plan Checker	SEIU	1/1/2023	$6,556	$6,720	$6,888	$7,060	$7,237	$7,418	$7,603	$7,793	$7,988	$8,388
Planning Manager	Unrepresented/At-Will	1/7/2023	$9,642	$9,882	$10,130	$10,383	$10,643	$10,909	$11,182	$11,461	$11,747	$12,335
Planning Technician	SEIU	1/1/2023	$4,638	$4,753	$4,872	$4,994	$5,119	$5,247	$5,378	$5,513	$5,650	$5,933
Police Administrative Assistant	Confidential	1/7/2023	$4,187	$4,291	$4,398	$4,509	$4,621	$4,736	$4,842	$4,977	$5,101	$5,356
Police Captain	Police Captains	10/15/2022	$13,785	$14,483	$15,217	$15,988	$16,786	-	-	-	-	-
Police Chief	Executive Management	7/1/2023	$12,911	-	-	-	-	-	-	-	-	$20,470
Police Chief's Secretary	Confidential	1/7/2023	$4,409	$4,519	$4,632	$4,748	$4,867	$4,988	$5,112	$5,241	$5,371	$5,641

City of Monterey Park Salary Schedule
Updated June 13, 2023

Exhibit A

Job Classification	Bargaining Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Police Clerk	SEIU	1/1/2023	$3,726	$3,819	$3,914	$4,012	$4,113	$4,215	$4,321	$4,429	$4,540	$4,767
Police Corporal	POA	8/20/2022	$7,559	$7,937	$8,334	$8,750	$9,188	-	-	-	-	-
Police Lieutenant	Police Mid-Management	10/15/2022	$11,379	$11,948	$12,545	$13,172	$13,831	-	-	-	-	-
Police Officer	POA	8/20/2022	$7,009	$7,361	$7,730	$8,115	$8,521	-	-	-	-	-
Police Officer Recruit	SEIU	1/1/2023	$4,853	-	-	-	-	-	-	-	-	-
Police Records Management Technician	SEIU	1/1/2023	$4,893	$5,016	$5,141	$5,270	$5,401	$5,536	$5,675	$5,817	$5,962	$6,260
Police Records/Dispatch Communication Manager	Mid-Management	1/7/2023	$7,997	$8,197	$8,402	$8,611	$8,826	$9,047	$9,273	$9,505	$9,743	$10,231
Police Sergeant	Police Mid-Management	10/15/2022	$9,345	$9,812	$10,302	$10,817	$11,358	-	-	-	-	-
Pool Maintenance Worker	SEIU	1/1/2023	$3,835	$3,931	$4,029	$4,130	$4,233	$4,339	$4,448	$4,559	$4,673	$4,907
Principal Human Resources Analyst	Unrepresented/At-Will	1/7/2023	$8,295	$8,503	$8,715	$8,933	$9,155	$9,384	$9,620	$9,860	$10,106	$10,611
Principal Management Analyst	Mid-Management	1/7/2023	$7,277	$7,459	$7,645	$7,836	$8,031	$8,232	$8,439	$8,649	$8,865	$9,308
Program Coordinator	SEIU	1/1/2023	$4,638	$4,753	$4,872	$4,994	$5,119	$5,247	$5,378	$5,513	$5,650	$5,933
Public Works Inspector	SEIU	1/1/2023	$5,478	$5,615	$5,755	$5,899	$6,046	$6,197	$6,352	$6,511	$6,674	$7,008
Public Works Maint. Manager	Mid-Management	1/7/2023	$9,551	$9,791	$10,034	$10,285	$10,542	$10,807	$11,076	$11,353	$11,638	$12,219
Public Works Maint. Supv.	Mid-Management	1/7/2023	$6,409	$6,569	$6,733	$6,902	$7,074	$7,251	$7,433	$7,618	$7,808	$8,199
Public Works Technician	SEIU	1/1/2023	$4,638	$4,753	$4,872	$4,994	$5,119	$5,247	$5,378	$5,513	$5,650	$5,933
Recreation Manager	Unrepresented/At-Will	1/7/2023	$8,533	$8,746	$8,965	$9,189	$9,419	$9,654	$9,896	$10,143	$10,397	$10,917
Recreation Superintendent	Mid-Management	1/7/2023	$6,960	$7,134	$7,314	$7,496	$7,683	$7,875	$8,073	$8,273	$8,481	$8,904
Recreation Supervisor	Mid-Management	1/7/2023	$6,409	$6,569	$6,733	$6,902	$7,074	$7,251	$7,433	$7,618	$7,808	$8,199
Records Supervisor	Mid-Management	1/7/2023	$6,290	$6,448	$6,609	$6,774	$6,943	$7,117	$7,295	$7,477	$7,664	$8,048
Redevelopment Project Manager	Mid-Management	1/7/2023	$7,628	$7,819	$8,015	$8,214	$8,420	$8,631	$8,846	$9,068	$9,294	$9,759
Secretary (non-conf)	SEIU	1/1/2023	$4,410	$4,520	$4,633	$4,749	$4,868	$4,989	$5,114	$5,242	$5,373	$5,642
Secretary to City Manager	Confidential	1/7/2023	$5,488	$5,624	$5,765	$5,908	$6,056	$6,208	$6,364	$6,523	$6,685	$7,021
Senior Account Clerk (Non-Confidential)	SEIU	1/1/2023	$4,410	$4,520	$4,633	$4,749	$4,868	$4,989	$5,114	$5,242	$5,373	$5,642
Senior Accountant	Mid-Management	1/7/2023	$6,960	$7,134	$7,314	$7,496	$7,683	$7,875	$8,073	$8,273	$8,481	$8,904
Senior Civil Engineer	Unrepresented/At-Will	1/7/2023	$8,533	$8,746	$8,965	$9,189	$9,419	$9,654	$9,896	$10,143	$10,397	$10,917
Senior Clerk Typist (Non-Confidential)	SEIU	1/1/2023	$3,686	$3,778	$3,872	$3,969	$4,068	$4,170	$4,274	$4,381	$4,491	$4,715
Senior Librarian	Mid-Management	1/7/2023	$6,409	$6,569	$6,733	$6,902	$7,074	$7,251	$7,433	$7,618	$7,808	$8,199
Senior Library Clerk	SEIU	1/1/2023	$4,021	$4,121	$4,224	$4,330	$4,438	$4,549	$4,663	$4,779	$4,899	$5,144
Senior Maintenance Worker	SEIU	1/1/2023	$4,175	$4,279	$4,386	$4,496	$4,608	$4,723	$4,841	$4,962	$5,086	$5,341
Senior Management Analyst (Non-Confidential)	SEIU	1/1/2023	$6,215	$6,370	$6,529	$6,693	$6,860	$7,031	$7,207	$7,387	$7,572	$7,951
Senior Management Analyst	Confidential	1/7/2023	$6,183	$6,388	$6,496	$6,659	$6,825	$6,996	$7,171	$7,351	$7,535	$7,911
Senior Planner	Mid-Management	1/7/2023	$7,628	$7,819	$8,015	$8,214	$8,420	$8,631	$8,846	$9,068	$9,294	$9,759
Senior Water Production System Operator	SEIU	1/1/2023	$5,624	$5,765	$5,909	$6,056	$6,208	$6,363	$6,522	$6,685	$6,852	$7,195
Special Events Manager	Mid-Management	1/7/2023	$6,290	$6,448	$6,609	$6,774	$6,943	$7,117	$7,295	$7,477	$7,664	$8,047
Transportation Program Manager	Mid-Management	1/7/2023	$6,960	$7,134	$7,314	$7,496	$7,683	$7,875	$8,073	$8,273	$8,481	$8,904
Water Distribution Crew Supervisor	SEIU	1/1/2023	$5,624	$5,765	$5,909	$6,056	$6,208	$6,363	$6,522	$6,685	$6,852	$7,195
Water Distribution Lead Worker	SEIU	1/1/2023	$4,853	$4,975	$5,099	$5,226	$5,357	$5,491	$5,628	$5,769	$5,913	$6,209
Water Distribution Supervisor	Mid-Management	1/7/2023	$6,835	$7,005	$7,180	$7,359	$7,544	$7,732	$7,929	$8,123	$8,327	$8,743
Water Operations Supervisor	Mid-Management	1/7/2023	$6,835	$7,005	$7,180	$7,359	$7,544	$7,732	$7,929	$8,123	$8,327	$8,743
Water Production Supervisor	Mid-Management	1/7/2023	$6,835	$7,005	$7,180	$7,359	$7,544	$7,732	$7,929	$8,123	$8,327	$8,743
Water Production System Operator	SEIU	1/1/2023	$4,853	$4,975	$5,099	$5,226	$5,357	$5,491	$5,628	$5,769	$5,913	$6,209
Water Utility Maintenance Worker	SEIU	1/1/2023	$4,097	$4,199	$4,304	$4,412	$4,522	$4,635	$4,751	$4,870	$4,991	$5,241
Water Utility Manager	Unrepresented/At-Will	3/1/2023	$10,232	$10,487	$10,749	$11,018	$11,294	$11,575	$11,866	$12,162	$12,465	$13,089
PART-TIME SALARY SCHEDULE												
Account Clerk	Unrepresented/At-Will	7/1/2023	$21.98	$22.53	$23.09	$24.25	$25.46	$26.73				
Accountant	Unrepresented/At-Will	7/1/2023	$30.08	$30.83	$31.60	$33.18	$34.84	$36.58				
Administrative Aide	Unrepresented/At-Will	7/1/2023	$26.23	$26.89	$27.56	$28.94	$30.38	$31.90				
Administrative Assistant	Unrepresented/At-Will	7/1/2023	$26.23	$26.89	$27.56	$28.94	$30.38	$31.90				
Administrative Intern I	Unrepresented/At-Will	7/1/2023	$17.00	$17.43	$17.86	$18.75	$19.69	$20.68				
Administrative Intern II	Unrepresented/At-Will	7/1/2023	$21.98	$22.53	$23.09	$24.25	$25.46	$26.73				
Animal Services Officer	Unrepresented/At-Will	7/1/2023	$22.70	$23.27	$23.85	$25.04	$26.29	$27.61				
Assistant Planner	Unrepresented/At-Will	7/1/2023	$30.08	$30.83	$31.60	$33.18	$34.84	$36.58				
Assistant Pool Manager	Unrepresented/At-Will	7/1/2023	$24.23	$24.84	$25.46	$26.73	$28.07	$29.47				

City of Monterey Park Salary Schedule
Updated June 13, 2023

Exhibit A

Job Classification	Bargaining Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Attorney/Investigator	Unrepresented/At-Will	7/1/2023	$75.00	-	-	-	-	-				
Building Inspector	Unrepresented/At-Will	7/1/2023	$34.64	$35.51	$36.39	$38.21	$40.12	$42.13				
Building Trades Technician	Unrepresented/At-Will	7/1/2023	$26.23	$26.89	$27.56	$28.94	$30.38	$31.90				
Child Care Teacher	Unrepresented/At-Will	7/1/2023	$17.51	$17.95	$18.40	$19.32	$20.28	$21.30				
Civil Engineering Assoc.	Unrepresented/At-Will	7/1/2023	$41.99	$43.04	$44.12	$46.32	$48.64	$51.07				
Code Enforcement Officer	Unrepresented/At-Will	7/1/2023	$26.23	$26.89	$27.56	$28.94	$30.38	$31.90				
Community Media Specialist	Unrepresented/At-Will	7/1/2023	$15.84	$16.24	$16.64	$17.47	$18.35	$19.27				
Community Service Officer	Unrepresented/At-Will	7/1/2023	$24.23	$24.84	$25.46	$26.73	$28.07	$29.47				
Crime Analyst	Unrepresented/At-Will	7/1/2023	$21.98	$22.53	$23.09	$24.25	$25.46	$26.73				
Dial-A-Ride Driver	Unrepresented/At-Will	7/1/2023	$17.51	$17.95	$18.40	$19.32	$20.28	$21.30				
Dispatch Assistant	Unrepresented/At-Will	7/1/2023	$18.34	$18.80	$19.27	$19.75	$20.24	$20.75				
Dispatcher	Unrepresented/At-Will	7/1/2023	$28.58	$29.29	$30.03	$31.53	$33.10	$34.76				
Economic Development Specialist	Unrepresented/At-Will	7/1/2023	$34.64	$35.51	$36.39	$38.21	$40.12	$42.13				
Elections Clerk	Unrepresented/At-Will	7/1/2023	$16.34	$16.75	$17.17	$17.60	$18.04	$18.49				
Electrician	Unrepresented/At-Will	7/1/2023	$30.08	$30.83	$31.60	$33.18	$34.84	$36.58				
Engineering Aide	Unrepresented/At-Will	7/1/2023	$18.98	$19.45	$19.94	$20.94	$21.98	$23.08				
Equipment Mechanic	Unrepresented/At-Will	7/1/2023	$26.23	$26.89	$27.56	$28.94	$30.38	$31.90				
Equipment Service Specialist	Unrepresented/At-Will	7/1/2023	$23.38	$23.97	$24.56	$25.79	$27.08	$28.44				
Evidence Officer	Unrepresented/At-Will	7/1/2023	$24.96	$25.58	$26.22	$27.53	$28.91	$30.35				
Fire Safety Specialist	Unrepresented/At-Will	7/1/2023	$30.08	$30.83	$31.60	$33.18	$34.84	$36.58				
Human Resources Analyst	Unrepresented/At-Will	7/1/2023	$36.98	$37.90	$38.85	$40.79	$42.83	$44.98				
Human Resources Technician	Unrepresented/At-Will	7/1/2023	$28.58	$29.29	$30.03	$31.53	$33.10	$34.76				
Extra Help I Retirees (range)	Unrepresented/At-Will	7/1/2023	$45.00	-	-	-	-	$75.00				
Extra Help II Retirees (range)	Unrepresented/At-Will	7/1/2023	$75.00	-	-	-	-	$125.00				
Interim Water Utility Manager	Unrepresented/At-Will	7/1/2023	$50.41	$51.67	$52.96	$54.28	$55.64	$57.03				
Jailer	Unrepresented/At-Will	7/1/2023	$24.96	$25.58	$26.22	$27.53	$28.91	$30.35				
Librarian	Unrepresented/At-Will	7/1/2023	$34.64	$35.51	$36.39	$38.21	$40.12	$42.13				
Library Assistant	Unrepresented/At-Will	7/1/2023	$21.98	$22.53	$23.09	$24.25	$25.46	$26.73				
Library Page	Unrepresented/At-Will	7/1/2023	$16.32	$16.72	$17.14	$18.00	$18.90	$19.84				
Library Technician	Unrepresented/At-Will	7/1/2023	$24.96	$25.58	$26.22	$27.53	$28.91	$30.35				
Lifeguard	Unrepresented/At-Will	7/1/2023	$17.51	$17.95	$18.40	$19.32	$20.28	$21.30				
Literacy Program Admin.	Unrepresented/At-Will	7/1/2023	$36.98	$37.90	$38.85	$40.79	$42.83	$44.98				
Locker Room Attendant	Unrepresented/At-Will	7/1/2023	$16.32	$16.72	$17.14	$18.00	$18.90	$19.84				
Maintenance Worker	Unrepresented/At-Will	7/1/2023	$23.38	$23.97	$24.56	$25.79	$27.08	$28.44				
Management Aide	Unrepresented/At-Will	7/1/2023	$23.76	$24.36	$24.96	$25.58	$26.22	$26.88				
Management Analyst	Unrepresented/At-Will	7/1/2023	$36.98	$37.90	$38.85	$40.79	$42.83	$44.98				
Minutes Clerk	Unrepresented/At-Will	7/1/2023	$18.98	$19.45	$19.94	$20.94	$21.98	$23.08				
Office Assistant I	Unrepresented/At-Will	7/1/2023	$17.51	$17.95	$18.40	$19.32	$20.28	$21.30				
Office Assistant II	Unrepresented/At-Will	7/1/2023	$21.98	$22.53	$23.09	$24.25	$25.46	$26.73				
Permit Systems Technician	Unrepresented/At-Will	7/1/2023	$24.96	$25.58	$26.22	$27.53	$28.91	$30.35				
Permit Technician I	Unrepresented/At-Will	7/1/2023	$18.75	$19.22	$19.70	$20.19	$20.70	$21.21				
Planning Technician	Unrepresented/At-Will	7/1/2023	$26.23	$26.89	$27.56	$28.94	$30.38	$31.90				
Police Cadet	Unrepresented/At-Will	7/1/2023	$16.32	$16.72	$17.14	$18.00	$18.90	$19.84				
Police Records Cadet	Unrepresented/At-Will	7/1/2023	$16.32	$16.72	$17.14	$18.00	$18.90	$19.84				
Police Records Clerk	Unrepresented/At-Will	7/1/2023	$21.98	$22.53	$23.09	$24.25	$25.46	$26.73				
Police Records Mgmt Tech	Unrepresented/At-Will	7/1/2023	$26.23	$26.89	$27.56	$28.94	$30.38	$31.90				
Pool Maintenance Worker	Unrepresented/At-Will	7/1/2023	$20.05	$20.55	$21.07	$21.59	$22.13	$22.68				
Pool Manager	Unrepresented/At-Will	7/1/2023	$17.88	$18.33	$18.79	$19.25	$19.74	$20.23				
Principal Management Analyst	Unrepresented/At-Will	7/1/2023	$49.54	$50.78	$52.05	$54.65	$57.38	$60.25				
Program Coordinator	Unrepresented/At-Will	7/1/2023	$24.96	$25.58	$26.22	$27.53	$28.91	$30.35				
Public Works Maintenance Manager	Unrepresented/At-Will	7/1/2023	$43.16	$44.24	$45.34	$46.48	$47.64	$48.83				
Recreation Leader I	Unrepresented/At-Will	7/1/2023	$16.32	$16.72	$17.14	$18.00	$18.90	$19.84				
Recreation Leader II	Unrepresented/At-Will	7/1/2023	$19.55	$20.04	$20.54	$21.57	$22.64	$23.78				
Recreation Superintendent	Unrepresented/At-Will	7/1/2023	$28.98	$29.71	$30.45	$31.21	$31.99	$32.79				

City of Monterey Park Salary Schedule
Updated June 13, 2023

Exhibit A

Job Classification	Bargaining Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
School Crossing Guard	Unrepresented/At-Will	7/1/2023	$16.32	$16.72	$17.14	$18.00	$18.90	$19.84				
Senior Account Clerk	Unrepresented/At-Will	7/1/2023	$26.23	$26.89	$27.56	$28.94	$30.38	$31.90				
Senior Librarian	Unrepresented/At-Will	7/1/2023	$36.98	$37.90	$38.85	$40.79	$42.83	$44.98				
Senior Lifeguard/Instructor	Unrepresented/At-Will	7/1/2023	$21.98	$22.53	$23.09	$24.25	$25.46	$26.73				
Senior Management Analyst	Unrepresented/At-Will	7/1/2023	$41.99	$43.04	$44.12	$46.32	$48.64	$51.07				
Senior Planner	Unrepresented/At-Will	7/1/2023	$41.99	$43.04	$44.12	$46.32	$48.64	$51.07				
Senior Recreation Leader	Unrepresented/At-Will	7/1/2023	$21.98	$22.53	$23.09	$24.25	$25.46	$26.73				
Transportation Prog Mgr	Unrepresented/At-Will	7/1/2023	$28.98	$29.71	$30.45	$31.21	$31.99	$32.79				
Water Production System Operator	Unrepresented/At-Will	7/1/2023	$28.58	$29.29	$30.03	$31.53	$33.10	$34.76				
Water Utility Maintenance Worker	Unrepresented/At-Will	7/1/2023	$26.23	$26.89	$27.56	$28.94	$30.38	$31.90				

City Council Staff Report

DATE: June 21, 2023

AGENDA ITEM NO: Consent Calendar - 3C

TO: The Honorable Mayor and City Council

FROM: Ron Bow, City Manager

SUBJECT: Continue to extend the existence of an employment emergency for the City of Monterey Park

RECOMMENDATION:

It is recommended that the City Council consider:

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

EXECUTIVE SUMMARY:

The City continues to make progress on filling vacancies. Since April 2023, the City has hired or promoted candidates to fill Public Works Maintenance Supervisor, two Financial Analysts, Recreation Manager, Code Enforcement Officer, two Police Officers, and an Economic Development Specialist.

There are 30 full-time positions in the recruitment process along with 18 part-time recruitments. Staff recommends extending the employment emergency as the City is in the process of revising the Personnel Rules and Regulations to assist with modifying the recruitment processes and procedures and recruiting qualified candidates to fill the Water division vacancies continues to be challenging in the current workforce market.

BACKGROUND:

The revision of the City Personnel Rules and Regulations is an overhaul of modifying recruitment and human resources practices and procedures that were last updated in 2009. Since 2009, there have been changes in the law that have impacted practices and procedures that need to be accounted for as well. Once the revisions are drafted, the City needs to meet and confer with the associations over the recommended changes. The meet and confer process can take time in order to allow the associations ample review period of the document and then to discuss the impacts of the changes for each association. With eight labor negotiations in process, that has delayed the Personnel

Rules and Regulations process and the City does not want to delay the negotiation discussions by adding the updated document to the current negotiations.

FISCAL IMPACT:
None.

Respectfully submitted by:

Ron Bow
City Manager

Review by:

Karl H. Berger
City Attorney

Attachment(s):
1. Resolution No. 2022-R49

ATTACHMENT 1
Resolution 2022-R49

RESOLUTION NO. 2022-R49

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

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

SECTION 1: The City Council finds as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6: This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

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

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

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

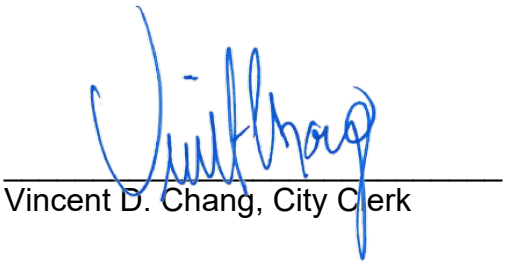
Karl H. Berger, City Attorney

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

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

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

Dated this 15th day of June, 2022.



Vincent D. Chang, City Clerk

City Council Staff Report

DATE: June 21, 2023

AGENDA ITEM NO: Consent Calendar - 3D

TO: The Honorable Mayor and City Council

FROM: Christine Tomikawa, Director of Human Resources and Risk Management

SUBJECT: Resolution approving the Memorandum of Understanding between the City and the Monterey Park Professional Chief Officers' Association for the term of July 1, 2023 to June 30, 2025

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution approving a Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Professional Chief Officers' Association ("MPPCOA"). The MPPCOA represents the battalion chiefs in the Monterey Park Fire Department;
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Representatives of the City of Monterey Park ("City") and MPPCOA met and conferred to negotiate the terms and conditions of a new Memorandum of Understanding ("MOU") regarding employment. The parties reached an agreement on an MOU effective July 1, 2023 to June 30, 2025.

BACKGROUND:

MPPOCA's current MOU term is valid from July 1, 2022 to June 30, 2023. On June 1, 2023 MPPOCA's representatives agreed to the following terms and conditions:

- Two-year agreement – July 1, 2023 to June 30, 2025
- Equity adjustment in base salary – 8% effective the first full pay period starting after July 1, 2023.
- Base salary increase – 1.5% cost of living adjustment to base salary effective the first full pay period starting after July 1, 2023 and 1.5% cost of living adjustment to base salary effective the first full pay period starting after July 1, 2024.
- Article 18 – Educational Incentive Pay increase, effective the first full pay period after July 1, 2023, as follows:
    - Associate of Arts/60 units from $135/mo. to 2% base salary per month.

  - Bachelor's degree from $275/mo. to 5% base salary per month.
  - Master's degree from $325/mo. to 6% base salary per month.
- Article 21 Salary and Wages – C. Longevity increase, effective the first full pay period after July 1, 2023, as follows:
  - 20 years of continuous service – from $100/mo. to 4.5% base salary per month.
  - 25 years of continuous service – from $350/mo. to 9% base salary per month.
- MOU language modification:
  - Article 2 – modify job title Fire Division Chief to Fire Battalion Chief

FISCAL IMPACT:

The total cost of the MOU is estimated at a total of $71,577 for Fiscal Year 2023-2024 and the estimated amount of $6,540 for Fiscal Year 2024-2025 will be budgeted appropriately. This amount will be paid by the City's General Fund.

Respectfully submitted by:

Christine Tomikawa
Director of Human Resources
and Risk Management

Review by:

Martha Garcia
Director of Finance

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:

1. Monterey Park Professional Chief Officers' Association MOU – redline version
2. Monterey Park Professional Chief Officers' Association MOU – clean version
3. MOU Resolution

ATTACHMENT 1

Monterey Park Professional Chief Officers' Association (MPPCOA) – Redline Version Memorandum of Understanding July 1, 2023 to June 30, 2025

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION

July 1, 2023 – June 30, 2025~~July 1, 2022 – June 30, 2023~~

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and
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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION
(July 1, 2023 – June 30, 2025~~July 1, 2022 - June 30, 2023~~)

This Memorandum of Understanding (MOU) has been prepared in accordance with the California Government Code (Section 3500 et seq.). The City of Monterey Park, California, hereinafter referred to as the "City," and the Monterey Park Professional Chief Officers' Association, hereinafter referred to as "PCOA" have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith.

ARTICLE 1 - SCOPE OF REPRESENTATION

The scope of representation of PCOA shall include matters relating to employment conditions and employer-employee relations including but not limited to wages, hours and other terms and conditions of employment.

The wages, hours and working conditions specified in this MOU shall constitute the wages, hours and working conditions for the term of this MOU.

ARTICLE 2 - RECOGNITION

A. The Monterey Park Professional Chief Officers' Association (PCOA) is hereby recognized as the exclusive Recognized Employee Organization for those employees occupying the job classification of Fire Battalion~~Division~~ Chief.

B. The City acknowledges PCOA as the representative for employees in the Fire Department for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this MOU, but shall be within the exclusive discretion of the City: to select and determine the number and types of employees required; to assign work to employees in accordance with the requirements determined by the City; to establish and change work schedules and assignments; to hire, transfer and to promote or to lay off employees for lack of work and for all other legitimate reasons; to suspend, discipline or discharge for just cause; to expand or diminish services; to subcontract any work or operations; to determine and change methods of operations; to determine and change, at its sole discretion, the number of locations, relocations and types of operations and the processes and materials to be employed.

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYER REPRESENTATIVES

A. All employees represented by PCOA, shall have the right to join PCOA, or to refuse or refrain from joining PCOA.

B. Members of PCOA may, by any reasonable method, select three (3) representatives who may or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular or working hours, without loss of time, provided:

1. That no employee representative shall leave duty or workstation or assignment without specific approval by any authorized departmental management official.

2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with or interruption of assigned work scheduled or work performance.

C. The City will deduct dues and initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization card. Deductions as authorized by the employee shall be deducted from earned wages or salaries each pay period. The City shall forward to PCOA during the succeeding week all dues and/or initiation fees deducted from the employees.

D. PCOA shall indemnify, defend, and hold the City harmless against any claim and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with the section regarding dues deduction.

E. PCOA representatives, while on City property, shall abide by the City's safety rules and regulations.

F. Such individuals, after being excused from their regular assigned duties by the Fire Chief or delegated representative, will be permitted to take reasonable time to discuss terms and conditions as set forth in this MOU.

G. Said employee or employees, if on duty, shall be paid for such reasonable time by the City at the employee's base rate of pay. However, no overtime will be paid by the City for time spent as set forth above, except if and when the employee is working a relief overtime shift.

H. A written list of the Officers of PCOA and the Employee Representatives shall be furnished to the City immediately after their designation and PCOA shall notify the City promptly in writing of any changes of such Officers or Representative.

ARTICLE 5 - COMMUNICATIONS

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the employee group members:

1. PCOA recreational and social activities.
2. PCOA election notices and results.
3. PCOA meetings and events.
4. Such other notices as may be mutually agreed upon by PCOA and the Fire Chief or representative.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. PCOA hereby agrees that during the term of this MOU, the employees of PCOA, the officers and/or agents of PCOA shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, picketing, or any other intentional interference of work of the City.

B. In the event any employee, or employees, participate in any such activities as set forth above, PCOA shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.

C. The employee, or employees, participating in such activities as set forth in paragraphs A and B above, shall be subject to disciplinary action by the City, including suspension or discharge in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is an allegation by a member or PCOA on behalf of specified unit members of the bargaining unit who have been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding during its term, or an appeal of a disciplinary action decision by the City Manager.

2. A "disciplinary appeal" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations. The grievance procedure shall not be utilized by an employee to contest the content of a performance evaluation, verbal or written reprimands or other documentation regarding the employee's work performance yet which is not defined as "disciplinary action" by Rule XV of the City Personnel Rules and Regulations. A "disciplinary appeal" shall be filed after written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Arbitration.

   Discipline shall be imposed in such a manner as to not violate the FLSA with regard to “exempt” employees.

3. Disputes regarding jurisdiction (grievable of an issue) shall not be subject to resolution by the grievance procedure and instead, are subject to resolution by an arbitrator.

4. A "grievant" is any unit member or PCOA on behalf of specified unit members adversely affected by an alleged violation of the specific provisions of this MOU, or a punitive disciplinary action.

5. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

B. GENERAL PROVISIONS

1. If an employee is receiving direction from his/her supervisor but believes the direction forms the basis for a viable grievance, the employee must still comply with the direction. If the grievance is ultimately sustained only then may the employee not comply with that directive.

2. Grievance documents shall not be placed in the personnel file unless they relate to discipline. If they relate to discipline, they will not be placed in the employee's personnel file until after the discipline appeal process (if applicable) is completed.

3. Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the PCOA. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. If the City fails to respond to the grievant by the deadline to respond at any step in the grievance process, that shall constitute a denial of the grievance at that step and the grievant' s time to file an appeal to the next step will start the following day. The grievant and the City may extend any time deadline by mutual agreement.

4. Every effort will be made to schedule meetings for the processing of grievances at times that will not interfere with the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

5. Any unit member may at any time present grievances to the City and have such grievances resolved without the intervention of PCOA, as long as the resolution is reached prior to arbitration and the resolution is not inconsistent with the terms of this MOU; provided that the City shall not agree to a resolution of the grievance until PCOA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within twenty (20) days. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the PCOA, which may include the attorney of PCOA.

6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protections.

7. There shall be no reprisals against any Department employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

C. PROCEDURE - Grievances will be processed in accordance with the following procedures:

1. Level I - Informal Resolution

a. Any unit member who believes he/she has a grievance which is an alleged violation of the specific provisions of this Memorandum of Understanding shall present the grievance orally to the Fire Chief within fifteen (15) days after the grievant knew, or reasonably should have known, of the circumstances which form

the basis for the grievance. Failure to do so will mean the grievance is untimely and shall not be processed. The Fire Chief shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the Fire Chief.

2. Level II - Formal Written Grievance

a. If the grievance is not resolved during the informal conference and the grievant wishes to continue the grievance process, the grievant shall present the grievance in writing on the appropriate form to the Fire Chief within ten (10) days after conclusion of Level I. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this agreement which are alleged to have been violated; (c) A listing of the reasons why the Level I proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the City which will remedy the grievance.

b. The Fire Chief or designated representative shall communicate his/her decision, in writing, to the grievant within ten (10) days after receiving the grievance.

c. Within the above time limits, either party may request a personal conference.

3. Level III - Appeal to the City Manager

a. If the grievant is not satisfied with the decision at Level II the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision to the City Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

b. The City Manager shall communicate the decision, in writing, to the grievant within ten (10) days. If the City Manager does not respond within the time limits provided, the grievant may appeal to the next level.

4. Level IV - Binding Arbitration

a. If the grievant is not satisfied with the decision at Level III, or if an employee wishes to appeal the disciplinary decision of the City Manager, the grievant/employee may, within ten (10) days of the receipt of the decision, submit a request in writing to PCOA for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, PCOA shall inform the City, in writing, of its intent to arbitrate. PCOA and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of seven (7) names of persons experienced in hearing grievances in cities.

Each party shall alternately strike a name until only one remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by coin toss.

b. The arbitrator shall, within thirty (30) days unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

c. The City and PCOA agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this MOU at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this MOU. The arbitrator shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.

d. In the event that this grievance procedure is used to challenge disciplinary actions, the arbitrator shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.

e. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award.

f. The award of the arbitrator shall be final and binding within sixty (60) days of submission. During this sixty (60) day period either party may request in writing a clarification of the decision. A copy of such request must be provided to the other party simultaneously with the sending of the request to the arbitrator.

g. The fees and expenses of the arbitrator(s) shall be shared equally by the City and PCOA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be shared equally by the City and PCOA; however, the party ordering a transcript shall be responsible for the entire transcription fee.

h. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for

resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court per Civil Code Procedure section 1286 *et seq*.

i. The City and PCOA agree to binding arbitration for disciplinary appeals and these provisions for discipline are intended to comply with the Firefighters' Bill of Rights.

ARTICLE 8 - VACATION AND HOLIDAYS

It is the intent and purpose of this vacation and holiday leave policy that all employees avail themselves of accrued vacation and holiday time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Fire Department may periodically impact the ability of an employee to utilize any or all of his/her annual vacation and holiday accrual.

A. VACATION PROGRAM

1. It is the policy of the City that no employee may accrue greater than 432 vacation hours. Upon accrual of 432 hours, no unit member shall accrue any additional vacation hours nor be compensated for any vacation hours in excess of 432 hours unless and until utilization of accrued vacation time results in the employee's vacation account totaling less than 432 hours.

   In those instances where an employee has accumulated vacation hours on or before March 10, 1995, the employee shall be subject to two (2) separate vacation banks. The first vacation bank (Bank No. 1) shall consist of the total number of vacation hours accrued on or before March 10, 1995. The number of vacation hours contained within Bank No. 1 shall not increase.

   At the sole discretion of the Fire Chief, special consideration may be given to an employee's written request to accumulate vacation credits in excess of the maximum allowable vacation balance of 432 hours Said approved credits will be converted to Bank No. 1.

2. Sworn Fire Members Assigned to Twenty-four Hour Shift Work: Employees covered under this MOU, with the exception of temporary appointments, shall accumulate vacation with pay as follows:

Years of Service	Number of Shifts Allowed	Years of Service	Number of Shifts Allowed
1	6 shifts	11	9 shifts
2	6 shifts	12	9 shifts
3	6 shifts	13	9 shifts
4	6 shifts	14	10 shifts
5	6 shifts	15	10 shifts
6	6 shifts	16	11 shifts

7	6 shifts	17	11 shifts
8	7 shifts	18	12 shifts
9	7 shifts	19	12 shifts
10	9 shifts	20	13 shifts

3. Sworn Fire Members Assigned to a Forty-Hour Week: An employee covered under this MOU, who is required to work a forty-hour workweek, with the exception of temporary appointments, shall accumulate vacation with pay as follows:

   After one (1) year of paid service, vacation leave with pay shall be granted each permanent employee at the rate of eighty (80) hours each year. Additional vacation leave with pay shall be granted at the rate of eight (8) hours each year, beginning with the employee's sixth (6th) anniversary. Maximum vacation per year is one hundred-ninety two (192) hours.

4. Sworn Fire members assigned to a twenty-four hour shift may, annually during any fiscal year, elect to cash out up to 6 shifts (144 hours) of vacation time. The effective date(s) of any such cash-out is to be determined by the employee.

   Sworn Fire members assigned to a forty-hour workweek may, annually during any fiscal year, elect to cash out up to seventy-two (72) hours of vacation time The effective date(s) of any such cash-out to be determined by the employee.

5. ~~Effective December 2022 and continuing~~E ~~e~~ach December~~,~~ ~~thereafter,~~ employees who wish to cash out vacation hours must submit an irrevocable election form, by no later than December 15th, to cash-out up to 144 hours of vacation leave, that may accrue in the following calendar year.~~,~~ The cash-out is available only for hours to be accrued in the calendar year following submission of the irrevocable election form and which have not been used.

   The payment shall be made via payroll with the last paycheck in the following December after receipt of the irrevocable election form.

   Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

   In the event an employee has less hours in their leave bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for the amount that was accrued that calendar year that is remaining in their designated leave bank at the time of the actual cash-out.

   If an employee makes an irrevocable election to cash-out leave in the following calendar year and uses leave during that subsequent calendar year, the leave used may come from leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in the same calendar year. The employee's use of earned, but unused leave accumulated from previous calendar years shall not result in a reduction in the amount of leave hours the employee is eligible to cash-out.

6. An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

   For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:

   - Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
   - Loss of extensive damage to the employee's property due to casualty; or
   - Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

   Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.

   The payment shall be made with the last paycheck in December of the same calendar year.

B. HOLIDAYS

Except as modified herein, holidays shall be governed as defined in Rule XI, Attendance and Leaves, Section 7, Holidays, of the Personnel System Rules and Regulations of the City of Monterey Park.

1. ~~Effective the first full pay period starting after July 1, 2022 or Council approval of this MOU whichever is later,~~ Association members shall accrue twelve (12) holiday hours per month. Any holiday time accrued shall be automatically cashed out in the first full pay period after December 1 of each year. There is no carry over of holiday time.

Use of holiday accrued time shall be governed by Article 8 (C) of this MOU.

2. Employees assigned to a forty hour work schedule receive time off (same holiday closures as City Hall) for the following holidays:

New Year's Day	Thanksgiving Day
Washington's Birthday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Veteran's Day	

   In addition, employees assigned to a forty hour work schedule receive two floating holidays. Floating holiday hours have a maximum accrual of thirty-two (32) hours. Once

employees reach the maximum, no additional hours accrue until the use of leave reduces the accrual below thirty-two.

C. APPROVAL TO USE VACATION AND HOLIDAY TIME REMAINING IN HOLIDAY BANKS

Subject to the exceptions described herein, upon a written request thirty (30) calendar days in advance of any such requested date(s) to utilize specified dates(s) of vacation and/or holiday time, the Fire Chief shall grant the leave request. However, the Fire Chief shall be authorized to deny any or all leave requests upon a written determination made by the Fire Chief and/or his/her designee that the granting of such leave request would or might disrupt the operations of the Department. However, it is specifically acknowledged that the fact that overtime expenses will or may be incurred as a result of the granting of leave utilization when thirty (30) calendar days advanced notice is provided as described herein, shall not constitute a consideration in the administration's determination that granting of the leave will or may disrupt operations of the Department.

In any case where an employee provides less than thirty (30) calendar days written notice to the Fire Chief of the employee's request to use earned vacation and/or holiday time, then the Fire Chief shall have the authority and discretion for any reason (including but not limited to real or potential overtime impact, real or potential disruption to the operations of the Department, or real or potential safety impact) to deny the vacation and/or holiday leave request. The Fire Chief's exercise of its discretion in this regard shall not be subject to administrative, civil or any other review or challenge.

Additionally, granting of any request to utilize earned vacation and/or holiday time shall be subject to the proviso that in no case shall more than one Division Chief be authorized to utilize said leave during all or part of the same shift dates(s). Where requests to utilize said leave exceeds the per shift classification number described in this paragraph, then the request filed earliest shall have priority. In cases where requests are filed simultaneously, priority shall be given to the most senior (in total City service) applicant.

ARTICLE 9 - SICK LEAVE

Sick Leave with pay shall be granted to every full-time employee who has been continuously employed for a period of time in excess of 30 days. Effective the pay period that includes January 1, 2020, the hours of sick leave earned by each employee annually will be reduced from one-hundred forty-four (144) hours to ninety-six (96) hours per year to allow forty-eight hours at regular rate of pay to be used for a new Retiree Health Savings Plan (see Article 17, page 15 for the Retiree Health Savings Plan). The forty-eight (48) hour contribution shall be prorated at the rate of four (4) hours per month. .

A. Sick Leave Use

Sick leave is used on an hour for hour basis. For example, employees who work 24 hour shifts and are absent for the full 24 hours will have sick leave of 24 hours deducted from their sick leave bank.

Sick leave is paid leave from work that can be used for the following purposes:

(a) diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or

(b) for an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

For full time employees, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated above.

B. Credit for Unused Sick Leave

The City contracts with CalPERS for the Credit for Unused Sick Leave option (Section 20965). Any amount of sick leave accrued and not taken as cash payment will be reported to CalPERS for calculation as additional service credit.

C. Sick Leave Cash Out

a. Individuals employed by the City as of July 1, 2012 had their existing sick leave balances (as of July 1, 2012) transferred to a separate sick leave bank (Bank 1). No additional leave could be added to this bank. Employees with hours in this bank can choose to use those hours for sick leave purposes. In addition, upon service retirement from the City, the City will cash out 50% of the sick leave hours in this leave bank to the employee at their rate of pay at the time of retirement.

b. Beginning July 1, 2012, with the establishment of the 12 hour per month sick leave accrual and sick leave maximum of 800 hours, a new sick leave bank (Bank 2) was established.

c. ~~Effective December 2022 and continuing~~E ~~e~~very December ~~thereafter~~, employees who wish to cash out sick leave hours must submit an irrevocable election form, by no later than December 15th, to cash-out up to 144 hours of sick leave that may accrue in the following calendar year. The cash-out is for hours to be accrued in the calendar year following the submission of the irrevocable election form.

The payment shall be made via payroll with the last paycheck in the following December after receipt of the irrevocable election form.

Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

In the event an employee has less hours in their leave bank at the time the cash-out is

to be paid than they had previously elected to cash-out, the employee shall only be paid the amount accrued in that calendar year that is remaining in their designated leave bank at the time of the actual cash-out.

If any employee makes an irrevocable election to cash-out leave in the following calendar year and uses leave during that subsequent calendar year, the leave used may come from leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in that same calendar year. The employee's use of earned, but unused leave accumulated from previous calendar years shall not result in a reduction in the amount of leave hours the employee is eligible to cash-out.

d. An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
- Loss or extensive damage to the employee's property due to casualty; or
- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.

The payment shall be made with the last paycheck in December of that same calendar year.

e. In the event of the death of an employee prior to retirement, The City will pay to the employee's designated beneficiary any sick leave cash out that the employee would have been eligible to receive upon a service retirement from the City.

ARTICLE 10 - BEREAVEMENT LEAVE

A. Each regular employee may be granted bereavement leave at the discretion of the Fire Chief whenever death occurs to a member of the employee's immediate family. Paid b~~B~~ereavement leave may not exceed three working days, or in the case of Fire personnel working a 24-hour shifts schedule, three shifts. However, employees may take an additional two working days or shifts for bereavement leave, utilizing paid leave balances or by taking unpaid leave. However, if travel outside the State of California, or within the State of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement

leave may be extended to a total of five paid working days, or in the case of Fire personnel working a 24 hour shift schedule, five shifts. Bereavement Leave is to be charged to an account separate from the employee's sick leave account.

B. Immediate family, for the purpose of bereavement leave, shall include: spouse, registered domestic partner, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother, brother-in-law, sister or sister-in-law of the employee.

ARTICLE 11 - MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and as defined under State and Federal law.

ARTICLE 12 - JURY DUTY

An employee of the City who is required to participate as a juror, required to participate in the jury selection process, or required to appear in court as a witness except as the litigant in the case, shall be paid up to and including ten (10) days of salary and benefits during each fiscal year while engaged in such activities. Compensation shall extend beyond ten (10) days only upon provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, was to have been ten (10) days or less in duration.

Under such circumstances, the employee shall receive his/her regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a juror or witness, excluding mileage reimbursement.

ARTICLE 13 - LEAVE OF ABSENCE

As defined in Rule XI, Attendance and Leaves, Section 4, Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park.

A. When an employee maintains a non-paid employment status, the City shall make no premium or other contribution to insurance coverage except as may be required by provisions of the FMLA and/or CFRA. The employee may be required to deposit any and all insurance premiums with the City for remittance by the City to the carrier or to the carrier directly.

B. Prior to being placed on a leave of absence without pay, as permitted under any applicable law (e.g., CFRA, FMLA, PDL), employees must exhaust all accrued leave. Absence without pay for a period greater than 50% of a pay period shall result in no leave benefits or seniority accrual for said period of time.

ARTICLE 14 - ADMINISTRATIVE LEAVE

A. Represented FLSA exempt employees covered under this MOU shall receive 48 hours of Administrative Leave each July 1.

B The times during the fiscal year at which an employee may take his/her administrative leave shall be determined by the Fire Chief with due regard for the wishes of the employee and the

needs of the service. Eligibility for this leave shall not be predicated upon first having all vacation and sick leave exhausted. Administrative leave may be utilized at any time during the fiscal year.

C. Employees requesting to utilize his/her administrative leave shall complete a Leave of Absence Request form and forward the approved form to payroll.

ARTICLE 15 - UNIFORMS

A. Uniforms Provided

1. The uniform allowance shall be eight hundred and six dollars ($806.00) per year. The City shall continue its credit/retail account program with a retail outlet to be determined by the City. The employee will be required to use the approved City vendor for the purchases of their identified uniform apparel. The uniform apparel covered by this uniform allowance includes: two black Nomex shirts, two black Nomex pants, two ties, one belt with buckle, one pair of shoes, and either a work jacket or sweater.

2. Upon appointment to a position in this unit, an employee shall receive an initial issue of the following items: one dress jacket, one reconditioned hat, one name tag, year pins, two sets of collar insignias, two black Nomex shirts, two black Nomex pants, two ties, one belt, one work jacket or sweater, and one pair of shoes.

3. The following items will be provided on an "as needed" replacement basis only: dress uniform, hat, nametags, year pins, and collar insignias, upon prior approval of the Fire Chief.

4. No employee will be eligible to receive the annual uniform allotment if such employee has for any reason been absent from active uniformed service for any time in excess of one-half of the fiscal year immediately preceding the allocation. Uniform allotment shall be provided on a prorated basis for those employees.

5. For “classic” members of the CalPERS system, the parties agree that the uniform allowance is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5).

B. Safety Gear

The City shall provide and maintain safety items as mandated by CAL/OSHA through procedures established by the City. Included are the following items:

1. Turn-out boots, trousers, and coat
2. Gloves and goggles
3. Helmet
4. Brush jacket
5. Safety shoes
6. Flashlights
7. Breathing apparatus
8. Infectious disease protective clothing

C. Any employee who negligently damages or loses any provided equipment or uniforms shall

be subject to disciplinary action.

D. The City shall enter into a bulk-cleaning contract with a vendor(s) to be selected solely at the discretion of the City.

ARTICLE 16 - HEALTH INSURANCE

A. Medical Insurance (Active Employees)

Employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution toward medical insurance under PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA (in ~~2016~~ 2023 the MEC is $151~~25~~/month).

B. Retiree Medical Insurance

1. Employees, who are hired into City service on or after January 1, 2016 and retire from the City, will be eligible for medical insurance provided by PEMHCA and the City will contribute the minimum employer contribution (MEC) as required under PEMHCA. For 2023~~22~~, this amount is $151~~49~~ per month. CalPERS determines the amount annually and therefore, this is subject to change.

2. Individuals who were hired on or before December 31, 2015 and retire from the City will be eligible for medical insurance provided by PEMHCA and when enrolled in PEMHCA, receive a City contribution equal to the MEC under PEMHCA. The City shall also make a contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and either:
   a. $386 per month when the employee retires with less than twenty (20) years of service
   b. $550 per month when the employee retires with twenty (20) or more years of service

C. Dental Insurance

The City will contribute up to ninety-five dollars ($95). The employee will pay any and all premiums due in excess of the City's contribution under the City's Cafeteria Plan (Section 125).

D. Vision Insurance Plan

The City shall provide a vision insurance plan. The City will contribute up to twenty ($20) dollars per month for the employee and eligible dependents. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 24 months. Deductible shall be $10.00/exam; $20.00/frame and lenses.

E. Section 125 Cafeteria Plan

1. The City agrees to maintain a premium conversion plan for all active unit members to provide for the pre-tax deduction of the employee's share of premiums toward medical coverage, and when applicable, the employee's share of premiums toward the dental plan as well as any premium payment for CalPERS Long Term Care which the employee may elect to participate in an pay through payroll deduction.

3. ~~2. Effective the first full pay period starting after July 1, 2022 or Council approval of this MOU whichever is later,~~ The City's contribution under the Section 125 Cafeteria plan for active employees shall be up to one thousand nine hundred and ninety five dollars ($1,995) per month for employees electing to enroll in a medical plan in PEMHCA. The City's contribution will include the PEMHCA MEC (as determined yearly by CalPERS; $1514~~9~~ per month for 2023~~2~~) toward the medical plan and the balance may be used for other eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) vision insurance premium, and cash (as set forth below). Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the Cafeteria Plan (IRC Section 125 Plan).

3. For employees who elect to waive medical insurance from the City (opt out), the City will pay $300/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify that he/she has medical insurance coverage in a plan that provides minimum essential coverage under the Affordable Care Act.

4. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

F. Affordable Care Act Reopener

The City may reopen negotiations at any time during the term of the MOU to meet and confer over impacts of the Affordable Care Act including but not limited to, consideration of the impact of the Excise Tax (commonly known as the Cadillac Tax).

G. Life Insurance - The City will provide employees covered by this MOU a term life insurance policy in the amount of $100,000.

H. Supplemental Life Insurance may be purchased by each active employee in $10,000 increments with a maximum face value of $300,000, or three times (3X) the individual's gross salary, whichever is less Any premium cost for supplemental insurance shall be borne by the employee.

I. Long Term Disability: City paid premium for LTD as provided other management employees of the City.

ARTICLE 17 – RETIREE HEALTH SAVINGS PLAN

A. Beginning January 2020, the City has agreed to provide contributions for full-time Unit employees toward a Retiree Health Savings Plan (RHSP) as described in this Section.

B. The intent of the RHSP is to help participants pay eligible medical expenses during retirement using tax-deferred funds.

C. Eligible expenses include retiree health plan premiums, Medicare premiums, long-term care premiums and out of pocket health expenses.

D. The City agrees to contribute the dollar equivalent of 48 hours annually of unpaid sick time to the Unit employees RHSP account. These contributions will be made for each complete calendar month of an employee's active City service. For example, each eligible member will receive 4 hours per month contribution equaling 48 hours annually. The employee's annual sick leave accrual will be reduced from 144 hours annually to 96 hours annually (see Article 9, page 9).

E. Contributions to the RHSP are 100% vested.

F. Contributions and earnings on the contributions to the RHSP accumulate on a tax-free basis and are not subject to tax if they are used to pay for eligible medical expenses for participants and their eligible dependent(s).

G. Participants are allowed to self-direct all account assets into one or more of the investment options available within the RHSP.

H. The RHSP shall provide for benefits to be paid to a Unit employee after separation from City service based upon contributions made on behalf of such employee and shall not define a particular benefit to be paid to such employee.

I. Unit employees, whether active or terminated, may not transfer their RHSP account to a similar plan not sponsored by the City.

J. In the event of death, the participants account will transfer ownership to a surviving spouse or tax-qualified dependent. If the participant does not have a spouse or tax-qualified dependent, the unused assets will be forfeited back to the plan and distributed to plan participants on a pro-rated basis.

K. The RHSP will be administered by the authorized plan administrator designated by the City in a manner consistent with this Agreement. Administration fee will be paid by plan participants.

L. The City may change the RHSP at any time during the term of this Agreement, provided that the amount of contributions to the RHSP specified in Section C above do not change. Ay change shall not affect any contributions that have vested under Section C above.

ARTICLE 17 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Educational costs shall be limited to two thousand dollars ($2,000) annually per unit member for eligible reimbursement expenses as defined within this Article.

The City agrees to reimburse employees for the cost of enrolling in college-level courses provided

through an accredited institution, directly related to their employment, or compatible with a career goal with the City. No reimbursement shall be authorized for pursuit of an academic degree beyond a Masters nor shall reimbursement of tuition or other costs be approved for a course of study at institutions that grant credit for "life experience" in-lieu of completion of specified course material.

Enrollment cost reimbursement is subject to approval by both the Fire Chief and Director of Human Resources/Risk Management. In rendering a reimbursement determination, the Fire Chief and Director of Human Resources/Risk Management shall consider whether or not the course(s) for which reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Fire Chief and Director of Human Resources/Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Fire Chief and Director of Human Resources/Risk Management shall be final.

An employee will be reimbursed up to seven-five dollars ($75.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to two-hundred ($200.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 18 - EDUCATIONAL INCENTIVE PAY

A. The City agrees to an Educational Pay Plan that provides compensation as follows:

1. Either:

   a. $135.00 additional salary per month for an employee with an Associate of Arts degree, or
   b. $275.00 additional salary per month for an employee with a Bachelor's degree in a major reasonably related to the employee's work or consistent with a career objective with the City, or
   c. $325.00 additional salary per month for an employee with a Master's degree in a major reasonably related to the employee's work or consistent with a career objective with the City.

2. Beginning with the start of the first payroll period beginning after July 1, 2023, or when the Council adopts this MOU, whichever is later, Educational Pay shall be paid each pay period at the following noncumulative amounts:

Either:

   a. 2% of base salary for an employee with an Associate of Arts degree or successful completion of 60 units in a major reasonably related to the employee's work or consistent with a career objective with the City, or
   b. 5% of base salary for an employee with a Bachelor's degree in a major reasonably related to the employee's work or consistent with a career objective with the City, or
   c. 6% of base salary for an employee with a Master's degree in a major reasonably related to the employee's work or consistent with a career objective with the City.

B. In addition, possession of a Company Officer Certification shall allow an employee to be compensated at $60 per month. Possession of a Chief Officer certification shall allow an employee to be compensated at $120 per month. Only certification issued by the California State Fire Marshal's Office shall be accepted. These certifications are not cumulative compensation.

C. In addition, an employee any employee who receives Task Force Leader, Strike Team Leader and/or Executive Fire Officer designation will be eligible for an incentive of $200 per month effective upon the signing of this MOU. Effective July 1, 2020 the incentive shall increase to $250 per month. Effective January 1, 2021, the incentive shall increase to $300 per month.

D. The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571 (a)(2) – Educational Incentive Pay.

ARTICLE 19 - TRAVEL REIMBURSEMENT

Mileage is reimbursed for travel in connection with City business. Prior approval must be obtained from the immediate supervisor or Fire Chief. Mileage forms are available in the department and, if travel is required frequently during a month, reimbursement will be made once each month. Completed mileage forms shall be submitted to the Fire Chief.

ARTICLE 20 - RETIREMENT BENEFITS

A. Retirement benefits are provided pursuant to a contract with the California Public Employees' Retirement System (CalPERS). For all Safety employees, the contract includes the Post Retirement Survivor option, the 1959 Survivor's benefit – Level 4, and Military Service Credit as Public Service.

B. Employees who are "classic" members under the CalPERS regulations have the retirement formula that existed with the City on December 31, 2012, 3%@55 with single highest year for final compensation. Classic employees shall pay nine percent (9%) compensation earnable as the employee contribution to CalPERS.

C. Employees who are "new members" as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or a member of a reciprocal system or who has had a break in service of at least six months or more) will have the retirement formula 2.7%@57 with a three year average for final compensation. New members contribute one-half the total normal cost as set by CalPERS each year.

D. Cost-Sharing
Classic Employees:

Employee Paid Retirement Contribution: Classic employees currently pay the nine percent (9%) member contribution. Effective the payroll period following the 2019/20

CalPERS contract amendment approval, Employees shall also pay an additional three percent (3%) retirement contribution (up to twelve percent 12%) as cost sharing pursuant to Government Code section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

'New Member' Employees:

"New Member" employees pay their one-half the total normal cost as determined by CalPERS. As of July 1, 2019, that contribution is 12.25%. Effective the payroll period following the CalPERS contract amendment approval, "new members" will contribute .5% cost sharing pursuant to Government Code section 20516(a) in addition to their one-half of the total normal cost as determined by CalPERS. In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

For example, if the required PEPRA contribution is 12.25%, then "new members" will contribute 12.25% (1/2 the normal cost) and .5% as cost-sharing, for a total employee contribution of 12.75%.

The parties agree to cost-sharing of the employer retirement rate as noted above. The City will pursue a contract amendment with CalPERS for the cost-sharing portion of employee contributions toward retirement. The parties agree to complete the contract amendment process. Cost sharing will begin as noted above.

If, at some future date, unit members no longer agree to cost sharing, the City will simultaneously reduce the salary range for all Unit members by 3% and reduce any impacted employees' base pay accordingly.

ARTICLE 21 - SALARIES AND WAGES

SALARY RANGES

A. Salary ranges for classifications in this unit are identified in Addendum A.

B. Effective beginning with the first full pay period starting after July 1, 2023~~2022~~ or Council approval of this MOU whichever is later, the salary range for Battalion Chief~~Division Chief~~ will be increased by ~~1~~9.5%.

~~B.~~ Effective beginning with the first full pay period after July 1, 2024, the salary range for Battalion Chief will be increased by 1.5%.

C. Longevity Pay

The City will provide a monthly longevity payment of one-hundred dollars ($100) per month upon completion of twenty (20) years of continuous service. The longevity payment will increase to three-hundred fifty dollars ($350) per month upon completion of twenty-five (25) years of continuous service.

Beginning with the start of the first payroll period beginning after July 1, 2023, or when the Council adopts this MOU, whichever is later, Longevity Pay shall be paid each pay period at the following noncumulative amounts:

4.5% of base salary upon completion of twenty (20) years of continuous service;
9.0% of base salary upon completion of twenty-five (25) years of continuous service

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571 (a)(1).

D. Salary Range Advancement

Advancement within the 5-step salary range shall be subject to the terms and conditions as set forth under City policy.

E. EMT-D Premium Pay

1. Following Department of Health Services approval of the Fire Department's AED program, individuals who are in possession of valid certification as Emergency Medical Technician – Defibrillator (EMT-D) shall receive $200.00 per month premium pay. Individuals holding an EMT-P (Paramedic) certification are not eligible for premium pay under this section

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR Section 571 (a)(2) – EMT Pay.

ARTICLE 22 - WORK SCHEDULE

The basic work schedule for employees assigned to Fire Suppression is eight 24-hour shifts in a 24-day work period which amounts to an average of 121 (122 in a leap year) work shifts per year. The basic work schedule for employees assigned to Fire Prevention is forty (40) hours per week.

ARTICLE 23 - ACTING/TEMPORARY ASSIGNMENTS

A. Employees assigned in an acting or temporary capacity to work in a position/class having a higher rank or salary range shall be assigned pursuant to the following provisions:

1. Employees must be certified by the City Manager or Fire Chief to work in an acting/temporary assignment capacity in said position/class. Certification for acting and/or temporary assignments shall be at the sole discretion of the City Manager or Fire Chief. The City Manager's/Fire Chief's determination regarding certification for acting/temporary assignments shall not be grievable and is considered to be determinative. "Certification" shall only mean that the City Manager/Fire Chief has used discretion and determined solely in his/her professional opinion that the individual is capable of performing the acting or temporary assignment. "Certification" shall not refer to any particular examination or evaluation process, and no such process shall be required for use by the City Manager/Fire Chief in rendering his/her determination.

B. Acting assignments shall be filled in the following manner (to the extent that this Article is inconsistent with the City Personnel Rules, this Article shall prevail);

C. Need for Acting/Temporary Assignments: To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on an acting /temporary assignment basis to positions of a higher classification. For the purposes of this Article, it is understood that acting/temporary assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:

1. A position classification is vacant and is scheduled to be filled by a regular full-time employee and a limited period of time is required in order to proceed with and complete the normal appointment procedure.

2. A position classification is vacant, although filled, because the regular employee is on an approved paid or unpaid leave of absence.

D. It is not the intent of the City to circumvent or avoid the normal employment or promotion process and therefore, the City shall make every reasonable effort, as determined by the City, to fill vacancies in a most expeditious manner and to keep the need for such acting/temporary assignments to a minimum.

E. Selection for Acting/Temporary Assignments. The selection of an employee for acting/temporary assignments shall be at the sole discretion of either the City Manager or the Fire Chief or their designee. Selection shall be pursuant to the guidelines in A1 above.

F. No person shall be appointed to an acting/temporary assignment when on probation. Acting/temporary assignments shall be filled depending on the needs of the Fire Department as determined by the sole discretion of the City Manager or Fire Chief.

G. Status of Employee in Acting/Temporary Assignment. Time served in an acting/temporary assignment shall not be credited towards completion of any probationary test period in the acting/temporary assignment position. Time served in an acting/temporary assignment position shall not alter the employee's anniversary date. If the employee in an acting/temporary assignment would have been eligible for a merit increase had the acting/temporary assignment appointment not been made, then the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting/temporary assignment positions being considered.

H. Duration of Acting/Temporary Assignment. The duration of any acting/temporary assignment shall be in accordance with Rule IX of the Personnel System Rules and Regulations.

I. ~~Individuals in the classification of Fire Marshal may be temporarily assigned the duties of Fire Division Chief and a Fire Division Chief may be temporarily assigned the duties of Fire Marshal if they have been certified pursuant to the provisions of this Article.~~

ARTICLE XX – FAIR LABOR STANDARDS ACT

A. 7K Exemption. The City of Monterey Park has exercised its ability to take statutory "7K" exemption for sworn personnel. The work period for such employees assigned to suppression positions shall be twenty-four (24) days.

B. Overtime (Fire Suppression). Hours worked by fire suppression employees in excess of the standard work period of one hundred and eighty-two (182) hours in a twenty-four (24) day cycle shall be compensated at the overtime rate of time and one-half his/her regular rate of pay.

C. In determining overtime compensation, all hours worked and hours where paid leave is used in lieu of hours worked, except sick leave, shall be counted as total hours.

ARTICLE 24 - PHYSICAL EXAMINATIONS

The City agrees to provide employees a complete physical examination, including stress EKG on the following basis:

A. Employees shall be administered a complete physical examination, including stress EKG, or be administered portions of the examination as they may be required, as follows:

1. Employees under forty years of age shall be administered a complete physical examination without the stress EKG every two years. The stress EKG will be administered every four years only.

2. Employees forty years of age or over shall be administered a complete physical examination including stress EKG every two years.

3. A City physical exam may be provided more frequently upon request of the employee and approval by the Director of Human Resources and Risk Management.

B. Employees shall be given all examinations while on duty status, or if given this examination while off-duty, shall be compensated at straight time (if employee reschedules examination to off duty time, no compensation will be paid).

C. The City agrees such medical examination shall review those factors and standards reasonably required to be met by an employee to substantially comply with his/her job requirements.

D. The cost of the examination shall be borne by the City.

E. The medical provider shall notify the City whether or not the employee is "medically qualified" to perform the essential functions of the position.

ARTICLE 25 – 401(a) PLAN / DEFERRED COMPENSATION PLAN

401(a) Plan

The city will amend the 401(a) plan to permit employer contribution on behalf of the unit members. The plan amendment will be effective the payroll period following the 2019/20 CalPERS contract amendment approval and simultaneously to members picking up an additional cost sharing amount as outline in Article 20, Retirement Benefits, Section D.

A. City Contribution to a 401(a) Plan

Effective the payroll period following the 2019/20 CalPERS contract amendment approval, the City will contribute to a 401(a) Plan for all members of the bargaining unit as follows:

Tier 1: Classic members will receive 3% of regular monthly salary to the 401(a) Plan.
Tier 2: "New members" (PEPRA) will receive $185 per month to the 401(a) Plan.

A deferred compensation plan will be available to all members of the Professional Chief Officers' Association employee group. Participation in this deferred compensation plan is at the option of the individual employee.

A. B. One-Time Deferred Compensation Special 457 Catch-up Provision:

(One-Time is defined by law as an election to "catch-up" underutilized deferrals to a 457 plan, once in a singular year or multiple years, not to exceed 3 years) Federal Law allows 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age. Normal retirement age for "classic" safety members of PERS is fifty-five (55) years old and fifty-seven (57) years old for "new" members of PERS. All 457 plans of an employer must have the same normal retirement age (NRA). For purposes of the deferred compensation special 457 catch-up provision for the City of Monterey Park, the normal retirement age range shall be considered 51 thru 62 years old.

The intent of this section is to facilitate association members in the final three (3) years prior to their stated retirement date in converting the hourly rate of accrued compensable leave to monies into their contribution to one of the City's deferred compensation providers in accordance with IRS regulations/Federal Law. After an employee defers compensable accrued leave, balances of 120 hours must remain or be maintained in both their sick and vacation accrual banks. If an employee defers compensable leave from a bank that has a formula of payout at retirement (i.e. 50% sick leave at retirement) the deferral does not recalculate the remaining balance. All sick leave hours, per MOU provisions, will be on a fifty percent basis (i.e. a conversion of 100 hours will result in the salary equivalent to 50 hours being deposited into the employees deferred compensation account). In the final three (3) years prior to an employee's stated retirement date he/she may convert the hourly rate of accrued compensable leave to monies into be included in their contribution to one of the City's deferred compensation providers in accordance with IRS regulations and the schedule outlined below:

3-year Catch-up Plan

1st year: no more than 30% of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave as allowed by Federal Law.
2nd Year: If a second year is chosen, no more than 45% of compensable leave may be deferred.

3rd Year: If a third year is chosen, no more than 60% of compensable leave may be deferred.

The City is not a party to and accepts no responsibility for the employees obligations under federal law to comply with the IRS and legal requirements of such deferrals allowing 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age.

ARTICLE 26 - SPECIAL MANAGEMENT COMPENSATION PAY

A. Compensatory Time - ~~All accrued compensatory time in excess of forty-eight (48) hours will be converted from accrued time and paid as cash as of December 1 of each year. The remaining balance will remain on the books until such time as the employee utilizes the compensatory time.~~

In lieu of receiving cash payment for hours worked in excess of regularly scheduled shifts, .an employee may elect the option of accruing compensatory time off. Compensatory time shall be earned at straight time for each hour worked.

All accrued compensatory time will be converted from accrued time and paid as cash as of December 1 of each year. The remaining balance will remain on the books until such time as the employee utilizes the compensatory time.

ARTICLE 27 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION

Reasonable written notice will be given to PCOA of any rule, ordinance, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. In cases where the City determines that as a result of an emergency an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meetings with PCOA, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

PCOA shall be deemed to have met and conferred and agreed to any matter within fifteen calendar days after hand delivery of the notice by the City to the on-duty Division Chief regarding said matter and the employee organization fails to deliver to the City Manager a written request for a meeting.

ARTICLE 28 - GENERAL PROVISIONS

A. If any section, subsection, subdivision, sentence, clause or phrase of the MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this MOU.

B. This MOU shall not in any way interfere with the obligation of the parties hereto to comply with State and Federal laws, or with any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this MOU shall be affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court

of record, the remainder of the MOU shall not be otherwise affected thereby.

C. The parties acknowledge that during the meeting and conferring in good faith which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of meeting and conferring, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in the MOU. Therefore, the City and PCOA, for the term of this MOU, each voluntarily unqualifiedly waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this MOU even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they met and conferred or signed this MOU, unless otherwise provided for herein or if the parties mutually agree to meet and confer on a matter subject to negotiations.

D. It is agreed that neither PCOA nor the City shall discriminate against any employee because of race, religion, national origin, age, gender, disability, sexual orientation, marital status, or political/union membership or activity.

ARTICLE 29 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, 2023~~July 1, 2022~~ and ending June 30, 2025~~June 30, 2023~~, and shall continue in effect from year-to-year thereafter unless or until terminated.

ARTICLE 30 - MODIFIED DUTY ELIGIBILITY

Subject to the one exception described below, modified duty shall be made available, on a temporary basis, only to those individuals suffering an industrial injury. The only exception to this rule shall be that non-industrial disabilities related to pregnancy, shall result in the subject employee being eligible for modified duty.

ARTICLE 31 - INDUSTRIAL DISABILITY RETIREMENT

The City may request a disability retirement on behalf of an employee as permitted under the law.

ARTICLE 32 - SICK LEAVE USE IN CONJUNCTION WITH IOD

Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for or consents to his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary.* In this regard, it is acknowledged that with regard to service and non-industrial disability retirements, it is the rule and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirements and that any such retirement shall be made effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that with regards to individuals suffering from an industrial disability and/or being granted an industrial disability retirement that the following sick leave rules and regulations shall apply:

A. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall have the option of electing to receive 50 percent of the sick leave balance existing at the time of exhaustion of the Labor Code Section 4850 benefits, which said amounts to be distributed during each payroll period until said 50 percent amount has been exhausted. In no case shall any such distribution during one pay period exceed the gross salary to which the employee would otherwise be entitled during said pay period.

B. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has sick leave remaining on account, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution equivalent to 50 percent of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement. Further, said employee shall then be paid the cash value of accumulated vacation, holiday, and compensatory time.

ARTICLE 33 - FMLA/CFRA COMPLIANCE AND LEAVE POLICY

The City's Administrative Policies shall reflect FMLA and CFRA leave requirements.

ARTICLE 34 - CITY COUNCIL APPROVAL

It is, however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or affect whatsoever unless or until ratified and approved by minute action duly adopted by the City Council of the City of Monterey Park.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 21st ~~15th~~ day of June, 2023~~2022~~.

MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION	CITY OF MONTEREY PARK
By: _____	By: _____
Mark Khail Division Chief	Ronald Bow City Manager
By: _____	By: _____
L. Christopher Thompson Division Chief	Inez Alvarez Assistant City Manager

By: _____
Ryan Weddle
Division Chief

By: _____
~~Martha Garcia~~
~~Director of Management Services~~

~~By:~~ _____
Christine Tomikawa
Director of Human Resources & Risk Mgmt

ADDENDUM A

Effective the first pay period after July 1, 2023, or Council approval of this MOU whichever is later, the salary for Battalion Chief shall increase by 9.5%

Range	Step 1	Step 2	Step 3	Step 4	Step 5
4	$11,798	$12,395	$13,022	$13,681	$14,365

Effective the first pay period after July 1, 2024, the salary for Battalion Chief shall increase by 1.5%

Range	Step 1	Step 2	Step 3	Step 4	Step 5
4	$11,975	$12,581	$13,217	$13,886	$14,580

~~**Division Chief**~~

~~Range~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~
4	~~$10,774~~	~~$11,320~~	~~$11,892~~	~~$12,494~~	~~$13,118~~

~~Effective the first payroll cycle after July 1, 2022 the salary for Division Chief shall increase by 1%.~~

~~**ADDENDUM B**~~

~~Essential Worker Premium Pay – The City shall make a one-time non-PERSable lump sum payment of $4,500 to each bargaining unit member who was employed by the City in a classification in this unit prior to March 31, 2021 and is still employed by the City in a classification in this unit on the date of distribution. This payment shall be distributed with the first payroll distribution after July 1, 2022, or after Council adoption of this MOU, whichever is later. This payment shall be subject to all applicable tax withholding.~~

~~Limited Me-too/Parity Provision: If another City safety association (POA, Fire, Police Captains or Police Mid-management) associations receives an Essential Worker Premium Payment in excess of $4,500 per employee within four months of City Council adoption of this MOU, the City shall provide a non-PERSable payment of the difference between the amount already paid pursuant to this Addendum B and the amount given to the employees in the other safety association. The supplemental payment shall also be subject to applicable tax withholding. In order to be eligible for the supplemental payment, the employee must be employed in a classification in this bargaining unit at the time of the supplemental distribution.~~

ATTACHMENT 2

Monterey Park Professional Chief Officers' Association (MPPCOA) – Clean Version Memorandum of Understanding July 1, 2023 to June 30, 2025

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION

July 1, 2023 – June 30, 2025

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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION
(July 1, 2023 – June 30, 2025)

This Memorandum of Understanding (MOU) has been prepared in accordance with the California Government Code (Section 3500 et seq.). The City of Monterey Park, California, hereinafter referred to as the "City," and the Monterey Park Professional Chief Officers' Association, hereinafter referred to as "PCOA" have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith.

ARTICLE 1 - SCOPE OF REPRESENTATION

The scope of representation of PCOA shall include matters relating to employment conditions and employer-employee relations including but not limited to wages, hours and other terms and conditions of employment.

The wages, hours and working conditions specified in this MOU shall constitute the wages, hours and working conditions for the term of this MOU.

ARTICLE 2 - RECOGNITION

A. The Monterey Park Professional Chief Officers' Association (PCOA) is hereby recognized as the exclusive Recognized Employee Organization for those employees occupying the job classification of Fire Battalion Chief.

B. The City acknowledges PCOA as the representative for employees in the Fire Department for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this MOU, but shall be within the exclusive discretion of the City: to select and determine the number and types of employees required; to assign work to employees in accordance with the requirements determined by the City; to establish and change work schedules and assignments; to hire, transfer and to promote or to lay off employees for lack of work and for all other legitimate reasons; to suspend, discipline or discharge for just cause; to expand or diminish services; to subcontract any work or operations; to determine and change methods of operations; to determine and change, at its sole discretion, the number of locations, relocations and types of operations and the processes and materials to be employed.

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYER REPRESENTATIVES

A. All employees represented by PCOA, shall have the right to join PCOA, or to refuse or refrain from joining PCOA.

B. Members of PCOA may, by any reasonable method, select three (3) representatives who may or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular or working hours, without loss of time, provided:

1. That no employee representative shall leave duty or workstation or assignment without specific approval by any authorized departmental management official.

2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with or interruption of assigned work scheduled or work performance.

C. The City will deduct dues and initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization card. Deductions as authorized by the employee shall be deducted from earned wages or salaries each pay period. The City shall forward to PCOA during the succeeding week all dues and/or initiation fees deducted from the employees.

D. PCOA shall indemnify, defend, and hold the City harmless against any claim and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with the section regarding dues deduction.

E. PCOA representatives, while on City property, shall abide by the City's safety rules and regulations.

F. Such individuals, after being excused from their regular assigned duties by the Fire Chief or delegated representative, will be permitted to take reasonable time to discuss terms and conditions as set forth in this MOU.

G. Said employee or employees, if on duty, shall be paid for such reasonable time by the City at the employee's base rate of pay. However, no overtime will be paid by the City for time spent as set forth above, except if and when the employee is working a relief overtime shift.

H. A written list of the Officers of PCOA and the Employee Representatives shall be furnished to the City immediately after their designation and PCOA shall notify the City promptly in writing of any changes of such Officers or Representative.

ARTICLE 5 - COMMUNICATIONS

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the employee group members:

1. PCOA recreational and social activities.
2. PCOA election notices and results.
3. PCOA meetings and events.
4. Such other notices as may be mutually agreed upon by PCOA and the Fire Chief or representative.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. PCOA hereby agrees that during the term of this MOU, the employees of PCOA, the officers and/or agents of PCOA shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, picketing, or any other intentional interference of work of the City.

B. In the event any employee, or employees, participate in any such activities as set forth above, PCOA shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.

C. The employee, or employees, participating in such activities as set forth in paragraphs A and B above, shall be subject to disciplinary action by the City, including suspension or discharge in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is an allegation by a member or PCOA on behalf of specified unit members of the bargaining unit who have been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding during its term, or an appeal of a disciplinary action decision by the City Manager.

2. A "disciplinary appeal" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations. The grievance procedure shall not be utilized by an employee to contest the content of a performance evaluation, verbal or written reprimands or other documentation regarding the employee's work performance yet which is not defined as "disciplinary action" by Rule XV of the City Personnel Rules and Regulations. A "disciplinary appeal" shall be filed after written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Arbitration.

   Discipline shall be imposed in such a manner as to not violate the FLSA with regard to “exempt” employees.

3. Disputes regarding jurisdiction (grievable of an issue) shall not be subject to resolution by the grievance procedure and instead, are subject to resolution by an arbitrator.

4. A "grievant" is any unit member or PCOA on behalf of specified unit members adversely affected by an alleged violation of the specific provisions of this MOU, or a punitive disciplinary action.

5. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

B. GENERAL PROVISIONS

1. If an employee is receiving direction from his/her supervisor but believes the direction forms the basis for a viable grievance, the employee must still comply with the direction. If the grievance is ultimately sustained only then may the employee not comply with that directive.

2. Grievance documents shall not be placed in the personnel file unless they relate to discipline. If they relate to discipline, they will not be placed in the employee's personnel file until after the discipline appeal process (if applicable) is completed.

3. Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the PCOA. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. If the City fails to respond to the grievant by the deadline to respond at any step in the grievance process, that shall constitute a denial of the grievance at that step and the grievant' s time to file an appeal to the next step will start the following day. The grievant and the City may extend any time deadline by mutual agreement.

4. Every effort will be made to schedule meetings for the processing of grievances at times that will not interfere with the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

5. Any unit member may at any time present grievances to the City and have such grievances resolved without the intervention of PCOA, as long as the resolution is reached prior to arbitration and the resolution is not inconsistent with the terms of this MOU; provided that the City shall not agree to a resolution of the grievance until PCOA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within twenty (20) days. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the PCOA, which may include the attorney of PCOA.

6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protections.

7. There shall be no reprisals against any Department employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

C. PROCEDURE - Grievances will be processed in accordance with the following procedures:

1. Level I - Informal Resolution

a. Any unit member who believes he/she has a grievance which is an alleged violation of the specific provisions of this Memorandum of Understanding shall present the grievance orally to the Fire Chief within fifteen (15) days after the grievant knew, or reasonably should have known, of the circumstances which form

the basis for the grievance. Failure to do so will mean the grievance is untimely and shall not be processed. The Fire Chief shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the Fire Chief.

2. Level II - Formal Written Grievance

a. If the grievance is not resolved during the informal conference and the grievant wishes to continue the grievance process, the grievant shall present the grievance in writing on the appropriate form to the Fire Chief within ten (10) days after conclusion of Level I. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this agreement which are alleged to have been violated; (c) A listing of the reasons why the Level I proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the City which will remedy the grievance.

b. The Fire Chief or designated representative shall communicate his/her decision, in writing, to the grievant within ten (10) days after receiving the grievance.

c. Within the above time limits, either party may request a personal conference.

3. Level III - Appeal to the City Manager

a. If the grievant is not satisfied with the decision at Level II the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision to the City Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

b. The City Manager shall communicate the decision, in writing, to the grievant within ten (10) days. If the City Manager does not respond within the time limits provided, the grievant may appeal to the next level.

4. Level IV - Binding Arbitration

a. If the grievant is not satisfied with the decision at Level III, or if an employee wishes to appeal the disciplinary decision of the City Manager, the grievant/employee may, within ten (10) days of the receipt of the decision, submit a request in writing to PCOA for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, PCOA shall inform the City, in writing, of its intent to arbitrate. PCOA and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of seven (7) names of persons experienced in hearing grievances in cities.

Each party shall alternately strike a name until only one remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by coin toss.

b. The arbitrator shall, within thirty (30) days unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

c. The City and PCOA agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this MOU at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this MOU. The arbitrator shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.

d. In the event that this grievance procedure is used to challenge disciplinary actions, the arbitrator shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.

e. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award.

f. The award of the arbitrator shall be final and binding within sixty (60) days of submission. During this sixty (60) day period either party may request in writing a clarification of the decision. A copy of such request must be provided to the other party simultaneously with the sending of the request to the arbitrator.

g. The fees and expenses of the arbitrator(s) shall be shared equally by the City and PCOA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be shared equally by the City and PCOA; however, the party ordering a transcript shall be responsible for the entire transcription fee.

h. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for

resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court per Civil Code Procedure section 1286 *et seq*.

i. The City and PCOA agree to binding arbitration for disciplinary appeals and these provisions for discipline are intended to comply with the Firefighters' Bill of Rights.

ARTICLE 8 - VACATION AND HOLIDAYS

It is the intent and purpose of this vacation and holiday leave policy that all employees avail themselves of accrued vacation and holiday time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Fire Department may periodically impact the ability of an employee to utilize any or all of his/her annual vacation and holiday accrual.

A. VACATION PROGRAM

1. It is the policy of the City that no employee may accrue greater than 432 vacation hours. Upon accrual of 432 hours, no unit member shall accrue any additional vacation hours nor be compensated for any vacation hours in excess of 432 hours unless and until utilization of accrued vacation time results in the employee's vacation account totaling less than 432 hours.

   In those instances where an employee has accumulated vacation hours on or before March 10, 1995, the employee shall be subject to two (2) separate vacation banks. The first vacation bank (Bank No. 1) shall consist of the total number of vacation hours accrued on or before March 10, 1995. The number of vacation hours contained within Bank No. 1 shall not increase.

   At the sole discretion of the Fire Chief, special consideration may be given to an employee's written request to accumulate vacation credits in excess of the maximum allowable vacation balance of 432 hours Said approved credits will be converted to Bank No. 1.

2. Sworn Fire Members Assigned to Twenty-four Hour Shift Work: Employees covered under this MOU, with the exception of temporary appointments, shall accumulate vacation with pay as follows:

Years of Service	Number of Shifts Allowed	Years of Service	Number of Shifts Allowed
1	6 shifts	11	9 shifts
2	6 shifts	12	9 shifts
3	6 shifts	13	9 shifts
4	6 shifts	14	10 shifts
5	6 shifts	15	10 shifts
6	6 shifts	16	11 shifts

7	6 shifts	17	11 shifts
8	7 shifts	18	12 shifts
9	7 shifts	19	12 shifts
10	9 shifts	20	13 shifts

3. Sworn Fire Members Assigned to a Forty-Hour Week: An employee covered under this MOU, who is required to work a forty-hour workweek, with the exception of temporary appointments, shall accumulate vacation with pay as follows:

   After one (1) year of paid service, vacation leave with pay shall be granted each permanent employee at the rate of eighty (80) hours each year. Additional vacation leave with pay shall be granted at the rate of eight (8) hours each year, beginning with the employee's sixth (6th) anniversary. Maximum vacation per year is one hundred-ninety two (192) hours.

4. Sworn Fire members assigned to a twenty-four hour shift may, annually during any fiscal year, elect to cash out up to 6 shifts (144 hours) of vacation time. The effective date(s) of any such cash-out is to be determined by the employee.

   Sworn Fire members assigned to a forty-hour workweek may, annually during any fiscal year, elect to cash out up to seventy-two (72) hours of vacation time The effective date(s) of any such cash-out to be determined by the employee.

5. Each December, employees who wish to cash out vacation hours must submit an irrevocable election form, by no later than December 15th, to cash-out up to 144 hours of vacation leave, that may accrue in the following calendar year.The cash-out is available only for hours to be accrued in the calendar year following submission of the irrevocable election form and which have not been used.

   The payment shall be made via payroll with the last paycheck in the following December after receipt of the irrevocable election form.

   Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

   In the event an employee has less hours in their leave bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for the amount that was accrued that calendar year that is remaining in their designated leave bank at the time of the actual cash-out.

   If an employee makes an irrevocable election to cash-out leave in the following calendar year and uses leave during that subsequent calendar year, the leave used may come from leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in the same calendar year. The employee's use of earned, but unused leave accumulated from previous calendar years shall not result in a reduction in the amount of leave hours the employee is eligible to cash-out.

6. An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

   For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:

   - Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
   - Loss of extensive damage to the employee's property due to casualty; or
   - Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

   Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.

   The payment shall be made with the last paycheck in December of the same calendar year.

B. HOLIDAYS

Except as modified herein, holidays shall be governed as defined in Rule XI, Attendance and Leaves, Section 7, Holidays, of the Personnel System Rules and Regulations of the City of Monterey Park.

1. Association members shall accrue twelve (12) holiday hours per month. Any holiday time accrued shall be automatically cashed out in the first full pay period after December 1 of each year. There is no carry over of holiday time.

Use of holiday accrued time shall be governed by Article 8 (C) of this MOU.

2. Employees assigned to a forty hour work schedule receive time off (same holiday closures as City Hall) for the following holidays:

New Year's Day	Thanksgiving Day
Washington's Birthday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Veteran's Day	

   In addition, employees assigned to a forty hour work schedule receive two floating holidays. Floating holiday hours have a maximum accrual of thirty-two (32) hours. Once employees reach the maximum, no additional hours accrue until the use of leave reduces the accrual below thirty-two.

C. APPROVAL TO USE VACATION AND HOLIDAY TIME REMAINING IN HOLIDAY BANKS

Subject to the exceptions described herein, upon a written request thirty (30) calendar days in advance of any such requested date(s) to utilize specified dates(s) of vacation and/or holiday time, the Fire Chief shall grant the leave request. However, the Fire Chief shall be authorized to deny any or all leave requests upon a written determination made by the Fire Chief and/or his/her designee that the granting of such leave request would or might disrupt the operations of the Department. However, it is specifically acknowledged that the fact that overtime expenses will or may be incurred as a result of the granting of leave utilization when thirty (30) calendar days advanced notice is provided as described herein, shall not constitute a consideration in the administration's determination that granting of the leave will or may disrupt operations of the Department.

In any case where an employee provides less than thirty (30) calendar days written notice to the Fire Chief of the employee's request to use earned vacation and/or holiday time, then the Fire Chief shall have the authority and discretion for any reason (including but not limited to real or potential overtime impact, real or potential disruption to the operations of the Department, or real or potential safety impact) to deny the vacation and/or holiday leave request. The Fire Chief's exercise of its discretion in this regard shall not be subject to administrative, civil or any other review or challenge.

Additionally, granting of any request to utilize earned vacation and/or holiday time shall be subject to the proviso that in no case shall more than one Division Chief be authorized to utilize said leave during all or part of the same shift dates(s). Where requests to utilize said leave exceeds the per shift classification number described in this paragraph, then the request filed earliest shall have priority. In cases where requests are filed simultaneously, priority shall be given to the most senior (in total City service) applicant.

ARTICLE 9 - SICK LEAVE

Sick Leave with pay shall be granted to every full-time employee who has been continuously employed for a period of time in excess of 30 days. Effective the pay period that includes January 1, 2020, the hours of sick leave earned by each employee annually will be reduced from one-hundred forty-four (144) hours to ninety-six (96) hours per year to allow forty-eight hours at regular rate of pay to be used for a new Retiree Health Savings Plan (see Article 17, page 15 for the Retiree Health Savings Plan). The forty-eight (48) hour contribution shall be prorated at the rate of four (4) hours per month. .

A. Sick Leave Use

Sick leave is used on an hour for hour basis. For example, employees who work 24 hour shifts and are absent for the full 24 hours will have sick leave of 24 hours deducted from their sick leave bank.

Sick leave is paid leave from work that can be used for the following purposes:

(a) diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or

(b) for an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

For full time employees, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated above.

B. Credit for Unused Sick Leave

The City contracts with CalPERS for the Credit for Unused Sick Leave option (Section 20965). Any amount of sick leave accrued and not taken as cash payment will be reported to CalPERS for calculation as additional service credit.

C. Sick Leave Cash Out

a. Individuals employed by the City as of July 1, 2012 had their existing sick leave balances (as of July 1, 2012) transferred to a separate sick leave bank (Bank 1). No additional leave could be added to this bank. Employees with hours in this bank can choose to use those hours for sick leave purposes. In addition, upon service retirement from the City, the City will cash out 50% of the sick leave hours in this leave bank to the employee at their rate of pay at the time of retirement.

b. Beginning July 1, 2012, with the establishment of the 12 hour per month sick leave accrual and sick leave maximum of 800 hours, a new sick leave bank (Bank 2) was established.

c. Every December , employees who wish to cash out sick leave hours must submit an irrevocable election form, by no later than December 15th, to cash-out up to 144 hours of sick leave that may accrue in the following calendar year. The cash-out is for hours to be accrued in the calendar year following the submission of the irrevocable election form.

The payment shall be made via payroll with the last paycheck in the following December after receipt of the irrevocable election form.

Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

In the event an employee has less hours in their leave bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid the amount accrued in that calendar year that is remaining in their designated

leave bank at the time of the actual cash-out.

If any employee makes an irrevocable election to cash-out leave in the following calendar year and uses leave during that subsequent calendar year, the leave used may come from leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in that same calendar year. The employee's use of earned, but unused leave accumulated from previous calendar years shall not result in a reduction in the amount of leave hours the employee is eligible to cash-out.

d. An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
- Loss or extensive damage to the employee's property due to casualty; or
- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.

The payment shall be made with the last paycheck in December of that same calendar year.

e. In the event of the death of an employee prior to retirement, The City will pay to the employee's designated beneficiary any sick leave cash out that the employee would have been eligible to receive upon a service retirement from the City.

ARTICLE 10 - BEREAVEMENT LEAVE

A. Each regular employee may be granted bereavement leave at the discretion of the Fire Chief whenever death occurs to a member of the employee's immediate family. Paid bereavement leave may not exceed three working days, or in the case of Fire personnel working a 24-hour shifts schedule, three shifts. However, employees may take an additional two working days or shifts for bereavement leave, utilizing paid leave balances or by taking unpaid leave. However, if travel outside the State of California, or within the State of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five paid working days, or in the case of Fire personnel

working a 24 hour shift schedule, five shifts. Bereavement Leave is to be charged to an account separate from the employee's sick leave account.

B. Immediate family, for the purpose of bereavement leave, shall include: spouse, registered domestic partner, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother, brother-in-law, sister or sister-in-law of the employee.

ARTICLE 11 - MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and as defined under State and Federal law.

ARTICLE 12 - JURY DUTY

An employee of the City who is required to participate as a juror, required to participate in the jury selection process, or required to appear in court as a witness except as the litigant in the case, shall be paid up to and including ten (10) days of salary and benefits during each fiscal year while engaged in such activities. Compensation shall extend beyond ten (10) days only upon provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, was to have been ten (10) days or less in duration.

Under such circumstances, the employee shall receive his/her regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a juror or witness, excluding mileage reimbursement.

ARTICLE 13 - LEAVE OF ABSENCE

As defined in Rule XI, Attendance and Leaves, Section 4, Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park.

A. When an employee maintains a non-paid employment status, the City shall make no premium or other contribution to insurance coverage except as may be required by provisions of the FMLA and/or CFRA. The employee may be required to deposit any and all insurance premiums with the City for remittance by the City to the carrier or to the carrier directly.

B. Prior to being placed on a leave of absence without pay, as permitted under any applicable law (e.g., CFRA, FMLA, PDL), employees must exhaust all accrued leave. Absence without pay for a period greater than 50% of a pay period shall result in no leave benefits or seniority accrual for said period of time.

ARTICLE 14 - ADMINISTRATIVE LEAVE

A. Represented FLSA exempt employees covered under this MOU shall receive 48 hours of Administrative Leave each July 1.

B The times during the fiscal year at which an employee may take his/her administrative leave shall be determined by the Fire Chief with due regard for the wishes of the employee and the needs of the service. Eligibility for this leave shall not be predicated upon first having all

vacation and sick leave exhausted. Administrative leave may be utilized at any time during the fiscal year.

C. Employees requesting to utilize his/her administrative leave shall complete a Leave of Absence Request form and forward the approved form to payroll.

ARTICLE 15 - UNIFORMS

A. Uniforms Provided

1. The uniform allowance shall be eight hundred and six dollars ($806.00) per year. The City shall continue its credit/retail account program with a retail outlet to be determined by the City. The employee will be required to use the approved City vendor for the purchases of their identified uniform apparel. The uniform apparel covered by this uniform allowance includes: two black Nomex shirts, two black Nomex pants, two ties, one belt with buckle, one pair of shoes, and either a work jacket or sweater.

2. Upon appointment to a position in this unit, an employee shall receive an initial issue of the following items: one dress jacket, one reconditioned hat, one name tag, year pins, two sets of collar insignias, two black Nomex shirts, two black Nomex pants, two ties, one belt, one work jacket or sweater, and one pair of shoes.

3. The following items will be provided on an "as needed" replacement basis only: dress uniform, hat, nametags, year pins, and collar insignias, upon prior approval of the Fire Chief.

4. No employee will be eligible to receive the annual uniform allotment if such employee has for any reason been absent from active uniformed service for any time in excess of one-half of the fiscal year immediately preceding the allocation. Uniform allotment shall be provided on a prorated basis for those employees.

5. For “classic” members of the CalPERS system, the parties agree that the uniform allowance is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5).

B. Safety Gear

The City shall provide and maintain safety items as mandated by CAL/OSHA through procedures established by the City. Included are the following items:

1. Turn-out boots, trousers, and coat
2. Gloves and goggles
3. Helmet
4. Brush jacket
5. Safety shoes
6. Flashlights
7. Breathing apparatus
8. Infectious disease protective clothing

C. Any employee who negligently damages or loses any provided equipment or uniforms shall be subject to disciplinary action.

D. The City shall enter into a bulk-cleaning contract with a vendor(s) to be selected solely at the discretion of the City.

ARTICLE 16 - HEALTH INSURANCE

A. Medical Insurance (Active Employees)

Employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution toward medical insurance under PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA (in 2023 the MEC is $151/month).

B. Retiree Medical Insurance

1. Employees, who are hired into City service on or after January 1, 2016 and retire from the City, will be eligible for medical insurance provided by PEMHCA and the City will contribute the minimum employer contribution (MEC) as required under PEMHCA. For 2023, this amount is $151 per month. CalPERS determines the amount annually and therefore, this is subject to change.

2. Individuals who were hired on or before December 31, 2015 and retire from the City will be eligible for medical insurance provided by PEMHCA and when enrolled in PEMHCA, receive a City contribution equal to the MEC under PEMHCA. The City shall also make a contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and either:

a. $386 per month when the employee retires with less than twenty (20) years of service

b. $550 per month when the employee retires with twenty (20) or more years of service

C. Dental Insurance

The City will contribute up to ninety-five dollars ($95). The employee will pay any and all premiums due in excess of the City's contribution under the City's Cafeteria Plan (Section 125).

D. Vision Insurance Plan

The City shall provide a vision insurance plan. The City will contribute up to twenty ($20) dollars per month for the employee and eligible dependents. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 24 months. Deductible shall be $10.00/exam; $20.00/frame and lenses.

E. Section 125 Cafeteria Plan

1. The City agrees to maintain a premium conversion plan for all active unit members to provide for the pre-tax deduction of the employee's share of premiums toward medical coverage, and when applicable, the employee's share of premiums toward the dental plan as well as any premium payment for CalPERS Long Term Care which the employee may

elect to participate in an pay through payroll deduction.

3. The City's contribution under the Section 125 Cafeteria plan for active employees shall be up to one thousand nine hundred and ninety five dollars ($1,995) per month for employees electing to enroll in a medical plan in PEMHCA. The City's contribution will include the PEMHCA MEC (as determined yearly by CalPERS; $151 per month for 2023) toward the medical plan and the balance may be used for other eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) vision insurance premium, and cash (as set forth below). Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the Cafeteria Plan (IRC Section 125 Plan).

3. For employees who elect to waive medical insurance from the City (opt out), the City will pay $300/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify that he/she has medical insurance coverage in a plan that provides minimum essential coverage under the Affordable Care Act.

4. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

F. Affordable Care Act Reopener

The City may reopen negotiations at any time during the term of the MOU to meet and confer over impacts of the Affordable Care Act including but not limited to, consideration of the impact of the Excise Tax (commonly known as the Cadillac Tax).

G. Life Insurance - The City will provide employees covered by this MOU a term life insurance policy in the amount of $100,000.

H. Supplemental Life Insurance may be purchased by each active employee in $10,000 increments with a maximum face value of $300,000, or three times (3X) the individual's gross salary, whichever is less Any premium cost for supplemental insurance shall be borne by the employee.

I. Long Term Disability: City paid premium for LTD as provided other management employees of the City.

ARTICLE 17 – RETIREE HEALTH SAVINGS PLAN

A. Beginning January 2020, the City has agreed to provide contributions for full-time Unit employees toward a Retiree Health Savings Plan (RHSP) as described in this Section.

B. The intent of the RHSP is to help participants pay eligible medical expenses during retirement using tax-deferred funds.

C. Eligible expenses include retiree health plan premiums, Medicare premiums, long-term care premiums and out of pocket health expenses.

D. The City agrees to contribute the dollar equivalent of 48 hours annually of unpaid sick time to the Unit employees RHSP account. These contributions will be made for each complete calendar month of an employee's active City service. For example, each eligible member will receive 4 hours per month contribution equaling 48 hours annually. The employee's annual sick leave accrual will be reduced from 144 hours annually to 96 hours annually (see Article 9, page 9).

E. Contributions to the RHSP are 100% vested.

F. Contributions and earnings on the contributions to the RHSP accumulate on a tax-free basis and are not subject to tax if they are used to pay for eligible medical expenses for participants and their eligible dependent(s).

G. Participants are allowed to self-direct all account assets into one or more of the investment options available within the RHSP.

H. The RHSP shall provide for benefits to be paid to a Unit employee after separation from City service based upon contributions made on behalf of such employee and shall not define a particular benefit to be paid to such employee.

I. Unit employees, whether active or terminated, may not transfer their RHSP account to a similar plan not sponsored by the City.

J. In the event of death, the participants account will transfer ownership to a surviving spouse or tax-qualified dependent. If the participant does not have a spouse or tax-qualified dependent, the unused assets will be forfeited back to the plan and distributed to plan participants on a pro-rated basis.

K. The RHSP will be administered by the authorized plan administrator designated by the City in a manner consistent with this Agreement. Administration fee will be paid by plan participants.

L. The City may change the RHSP at any time during the term of this Agreement, provided that the amount of contributions to the RHSP specified in Section C above do not change. Ay change shall not affect any contributions that have vested under Section C above.

ARTICLE 17 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Educational costs shall be limited to two thousand dollars ($2,000) annually per unit member for eligible reimbursement expenses as defined within this Article.

The City agrees to reimburse employees for the cost of enrolling in college-level courses provided through an accredited institution, directly related to their employment, or compatible with a career goal with the City. No reimbursement shall be authorized for pursuit of an academic degree beyond a Masters nor shall reimbursement of tuition or other costs be approved for a course of study at institutions that grant credit for "life experience" in-lieu of completion of specified course material.

Enrollment cost reimbursement is subject to approval by both the Fire Chief and Director of Human

Resources/Risk Management. In rendering a reimbursement determination, the Fire Chief and Director of Human Resources/Risk Management shall consider whether or not the course(s) for which reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Fire Chief and Director of Human Resources/Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Fire Chief and Director of Human Resources/Risk Management shall be final.

An employee will be reimbursed up to seven-five dollars ($75.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to two-hundred ($200.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 18 - EDUCATIONAL INCENTIVE PAY

A. The City agrees to an Educational Pay Plan that provides compensation as follows:

1. Either:

   a. $135.00 additional salary per month for an employee with an Associate of Arts degree, or
   b. $275.00 additional salary per month for an employee with a Bachelor's degree in a major reasonably related to the employee's work or consistent with a career objective with the City, or
   c. $325.00 additional salary per month for an employee with a Master's degree in a major reasonably related to the employee's work or consistent with a career objective with the City.

2. Beginning with the start of the first payroll period beginning after July 1, 2023, or when the Council adopts this MOU, whichever is later, Educational Pay shall be paid each pay period at the following noncumulative amounts:

Either:

   a. 2% of base salary for an employee with an Associate of Arts degree or successful completion of 60 units in a major reasonably related to the employee's work or consistent with a career objective with the City, or
   b. 5% of base salary for an employee with a Bachelor's degree in a major reasonably related to the employee's work or consistent with a career objective with the City, or
   c. 6% of base salary for an employee with a Master's degree in a major reasonably related to the employee's work or consistent with a career objective with the City.

B. In addition, possession of a Company Officer Certification shall allow an employee to be

compensated at $60 per month. Possession of a Chief Officer certification shall allow an employee to be compensated at $120 per month. Only certification issued by the California State Fire Marshal's Office shall be accepted. These certifications are not cumulative compensation.

C. In addition, an employee any employee who receives Task Force Leader, Strike Team Leader and/or Executive Fire Officer designation will be eligible for an incentive of $200 per month effective upon the signing of this MOU. Effective July 1, 2020 the incentive shall increase to $250 per month. Effective January 1, 2021, the incentive shall increase to $300 per month.

D. The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571 (a)(2) – Educational Incentive Pay.

ARTICLE 19 - TRAVEL REIMBURSEMENT

Mileage is reimbursed for travel in connection with City business. Prior approval must be obtained from the immediate supervisor or Fire Chief. Mileage forms are available in the department and, if travel is required frequently during a month, reimbursement will be made once each month. Completed mileage forms shall be submitted to the Fire Chief.

ARTICLE 20 - RETIREMENT BENEFITS

A. Retirement benefits are provided pursuant to a contract with the California Public Employees' Retirement System (CalPERS). For all Safety employees, the contract includes the Post Retirement Survivor option, the 1959 Survivor's benefit – Level 4, and Military Service Credit as Public Service.

B. Employees who are "classic" members under the CalPERS regulations have the retirement formula that existed with the City on December 31, 2012, 3%@55 with single highest year for final compensation. Classic employees shall pay nine percent (9%) compensation earnable as the employee contribution to CalPERS.

C. Employees who are "new members" as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or a member of a reciprocal system or who has had a break in service of at least six months or more) will have the retirement formula 2.7%@57 with a three year average for final compensation. New members contribute one-half the total normal cost as set by CalPERS each year.

D. Cost-Sharing
Classic Employees:

Employee Paid Retirement Contribution: Classic employees currently pay the nine percent (9%) member contribution. Effective the payroll period following the 2019/20 CalPERS contract amendment approval, Employees shall also pay an additional three percent (3%) retirement contribution (up to twelve percent 12%) as cost sharing pursuant to Government Code section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

'New Member' Employees:

"New Member" employees pay their one-half the total normal cost as determined by CalPERS. As of July 1, 2019, that contribution is 12.25%. Effective the payroll period following the CalPERS contract amendment approval, "new members" will contribute .5% cost sharing pursuant to Government Code section 20516(a) in addition to their one-half of the total normal cost as determined by CalPERS. In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

For example, if the required PEPRA contribution is 12.25%, then "new members" will contribute 12.25% (1/2 the normal cost) and .5% as cost-sharing, for a total employee contribution of 12.75%.

The parties agree to cost-sharing of the employer retirement rate as noted above. The City will pursue a contract amendment with CalPERS for the cost-sharing portion of employee contributions toward retirement. The parties agree to complete the contract amendment process. Cost sharing will begin as noted above.

If, at some future date, unit members no longer agree to cost sharing, the City will simultaneously reduce the salary range for all Unit members by 3% and reduce any impacted employees' base pay accordingly.

ARTICLE 21 - SALARIES AND WAGES

SALARY RANGES

A. Salary ranges for classifications in this unit are identified in Addendum A.

B. Effective beginning with the first full pay period starting after July 1, 2023 or Council approval of this MOU whichever is later, the salary range for Battalion Chief will be increased by 9.5%.

   Effective beginning with the first full pay period after July 1, 2024, the salary range for Battalion Chief will be increased by 1.5%.

C. Longevity Pay

The City will provide a monthly longevity payment of one-hundred dollars ($100) per month upon completion of twenty (20) years of continuous service. The longevity payment will increase to three-hundred fifty dollars ($350) per month upon completion of twenty-five (25) years of continuous service.

Beginning with the start of the first payroll period beginning after July 1, 2023, or when the Council adopts this MOU, whichever is later, Longevity Pay shall be paid each pay period at the following noncumulative amounts:

4.5% of base salary upon completion of twenty (20) years of continuous service;

9.0% of base salary upon completion of twenty-five (25) years of continuous service

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571 (a)(1).

D. Salary Range Advancement

Advancement within the 5-step salary range shall be subject to the terms and conditions as set forth under City policy.

E. EMT-D Premium Pay

1. Following Department of Health Services approval of the Fire Department's AED program, individuals who are in possession of valid certification as Emergency Medical Technician – Defibrillator (EMT-D) shall receive $200.00 per month premium pay. Individuals holding an EMT-P (Paramedic) certification are not eligible for premium pay under this section

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR Section 571 (a)(2) – EMT Pay.

ARTICLE 22 - WORK SCHEDULE

The basic work schedule for employees assigned to Fire Suppression is eight 24-hour shifts in a 24-day work period which amounts to an average of 121 (122 in a leap year) work shifts per year. The basic work schedule for employees assigned to Fire Prevention is forty (40) hours per week.

ARTICLE 23 - ACTING/TEMPORARY ASSIGNMENTS

A. Employees assigned in an acting or temporary capacity to work in a position/class having a higher rank or salary range shall be assigned pursuant to the following provisions:

1. Employees must be certified by the City Manager or Fire Chief to work in an acting/temporary assignment capacity in said position/class. Certification for acting and/or temporary assignments shall be at the sole discretion of the City Manager or Fire Chief. The City Manager's/Fire Chief's determination regarding certification for acting/temporary assignments shall not be grievable and is considered to be determinative. "Certification" shall only mean that the City Manager/Fire Chief has used discretion and determined solely in his/her professional opinion that the individual is capable of performing the acting or temporary assignment. "Certification" shall not refer to any particular examination or evaluation process, and no such process shall be required for use by the City Manager/Fire Chief in rendering his/her determination.

B. Acting assignments shall be filled in the following manner (to the extent that this Article is inconsistent with the City Personnel Rules, this Article shall prevail);

C. Need for Acting/Temporary Assignments: To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on an acting /temporary assignment basis to positions of a higher classification. For the purposes of this

Article, it is understood that acting/temporary assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:

1. A position classification is vacant and is scheduled to be filled by a regular full-time employee and a limited period of time is required in order to proceed with and complete the normal appointment procedure.

2. A position classification is vacant, although filled, because the regular employee is on an approved paid or unpaid leave of absence.

D. It is not the intent of the City to circumvent or avoid the normal employment or promotion process and therefore, the City shall make every reasonable effort, as determined by the City, to fill vacancies in a most expeditious manner and to keep the need for such acting/temporary assignments to a minimum.

E. Selection for Acting/Temporary Assignments. The selection of an employee for acting/temporary assignments shall be at the sole discretion of either the City Manager or the Fire Chief or their designee. Selection shall be pursuant to the guidelines in A1 above.

F. No person shall be appointed to an acting/temporary assignment when on probation. Acting/temporary assignments shall be filled depending on the needs of the Fire Department as determined by the sole discretion of the City Manager or Fire Chief.

G. Status of Employee in Acting/Temporary Assignment. Time served in an acting/temporary assignment shall not be credited towards completion of any probationary test period in the acting/temporary assignment position. Time served in an acting/temporary assignment position shall not alter the employee's anniversary date. If the employee in an acting/temporary assignment would have been eligible for a merit increase had the acting/temporary assignment appointment not been made, then the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting/temporary assignment positions being considered.

H. Duration of Acting/Temporary Assignment. The duration of any acting/temporary assignment shall be in accordance with Rule IX of the Personnel System Rules and Regulations.

ARTICLE XX – FAIR LABOR STANDARDS ACT

A. 7K Exemption. The City of Monterey Park has exercised its ability to take statutory "7K" exemption for sworn personnel. The work period for such employees assigned to suppression positions shall be twenty-four (24) days.

B. Overtime (Fire Suppression). Hours worked by fire suppression employees in excess of the standard work period of one hundred and eighty-two (182) hours in a twenty-four (24) day cycle shall be compensated at the overtime rate of time and one-half his/her regular rate of pay.

C. In determining overtime compensation, all hours worked and hours where paid leave is used in lieu of hours worked, except sick leave, shall be counted as total hours.

ARTICLE 24 - PHYSICAL EXAMINATIONS

The City agrees to provide employees a complete physical examination, including stress EKG on the following basis:

A. Employees shall be administered a complete physical examination, including stress EKG, or be administered portions of the examination as they may be required, as follows:

1. Employees under forty years of age shall be administered a complete physical examination without the stress EKG every two years. The stress EKG will be administered every four years only.

2. Employees forty years of age or over shall be administered a complete physical examination including stress EKG every two years.

3. A City physical exam may be provided more frequently upon request of the employee and approval by the Director of Human Resources and Risk Management.

B. Employees shall be given all examinations while on duty status, or if given this examination while off-duty, shall be compensated at straight time (if employee reschedules examination to off duty time, no compensation will be paid).

C. The City agrees such medical examination shall review those factors and standards reasonably required to be met by an employee to substantially comply with his/her job requirements.

D. The cost of the examination shall be borne by the City.

E. The medical provider shall notify the City whether or not the employee is “medically qualified" to perform the essential functions of the position.

ARTICLE 25 – 401(a) PLAN / DEFERRED COMPENSATION PLAN

401(a) Plan

The city will amend the 401(a) plan to permit employer contribution on behalf of the unit members. The plan amendment will be effective the payroll period following the 2019/20 CalPERS contract amendment approval and simultaneously to members picking up an additional cost sharing amount as outline in Article 20, Retirement Benefits, Section D.

A. City Contribution to a 401(a) Plan

Effective the payroll period following the 2019/20 CalPERS contract amendment approval, the City will contribute to a 401(a) Plan for all members of the bargaining unit as follows:

Tier 1: Classic members will receive 3% of regular monthly salary to the 401(a) Plan.

Tier 2: "New members" (PEPRA) will receive $185 per month to the 401(a) Plan.

A deferred compensation plan will be available to all members of the Professional Chief Officers' Association employee group. Participation in this deferred compensation plan is at the option of the individual employee.

A. B. One-Time Deferred Compensation Special 457 Catch-up Provision:

(One-Time is defined by law as an election to "catch-up" underutilized deferrals to a 457 plan, once in a singular year or multiple years, not to exceed 3 years) Federal Law allows 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age. Normal retirement age for "classic" safety members of PERS is fifty-five (55) years old and fifty-seven (57) years old for "new" members of PERS. All 457 plans of an employer must have the same normal retirement age (NRA). For purposes of the deferred compensation special 457 catch-up provision for the City of Monterey Park, the normal retirement age range shall be considered 51 thru 62 years old.

The intent of this section is to facilitate association members in the final three (3) years prior to their stated retirement date in converting the hourly rate of accrued compensable leave to monies into their contribution to one of the City's deferred compensation providers in accordance with IRS regulations/Federal Law. After an employee defers compensable accrued leave, balances of 120 hours must remain or be maintained in both their sick and vacation accrual banks. If an employee defers compensable leave from a bank that has a formula of payout at retirement (i.e. 50% sick leave at retirement) the deferral does not recalculate the remaining balance. All sick leave hours, per MOU provisions, will be on a fifty percent basis (i.e. a conversion of 100 hours will result in the salary equivalent to 50 hours being deposited into the employees deferred compensation account). In the final three (3) years prior to an employee's stated retirement date he/she may convert the hourly rate of accrued compensable leave to monies into be included in their contribution to one of the City's deferred compensation providers in accordance with IRS regulations and the schedule outlined below:

3-year Catch-up Plan

1st year: no more than 30% of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave as allowed by Federal Law.
2nd Year: If a second year is chosen, no more than 45% of compensable leave may be deferred.
3rd Year: If a third year is chosen, no more than 60% of compensable leave may be deferred.

The City is not a party to and accepts no responsibility for the employees obligations under federal law to comply with the IRS and legal requirements of such deferrals allowing 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age.

ARTICLE 26 - SPECIAL MANAGEMENT COMPENSATION PAY

A. Compensatory Time -

In lieu of receiving cash payment for hours worked in excess of regularly scheduled shifts, .an employee may elect the option of accruing compensatory time off. Compensatory time shall be earned at straight time for each hour worked.

All accrued compensatory time will be converted from accrued time and paid as cash as of December 1 of each year. The remaining balance will remain on the books until such time as the employee utilizes the compensatory time.

ARTICLE 27 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION

Reasonable written notice will be given to PCOA of any rule, ordinance, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. In cases where the City determines that as a result of an emergency an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meetings with PCOA, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

PCOA shall be deemed to have met and conferred and agreed to any matter within fifteen calendar days after hand delivery of the notice by the City to the on-duty Division Chief regarding said matter and the employee organization fails to deliver to the City Manager a written request for a meeting.

ARTICLE 28 - GENERAL PROVISIONS

A. If any section, subsection, subdivision, sentence, clause or phrase of the MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this MOU.

B. This MOU shall not in any way interfere with the obligation of the parties hereto to comply with State and Federal laws, or with any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this MOU shall be affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the MOU shall not be otherwise affected thereby.

C. The parties acknowledge that during the meeting and conferring in good faith which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of meeting and conferring, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in the MOU. Therefore, the City and PCOA, for the term of this MOU, each voluntarily unqualifiedly waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this MOU even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they met and conferred or signed this MOU, unless otherwise provided for herein or if the parties mutually agree to meet and confer on a matter subject to negotiations.

D. It is agreed that neither PCOA nor the City shall discriminate against any employee because of race, religion, national origin, age, gender, disability, sexual orientation, marital status, or political/union membership or activity.

ARTICLE 29 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, 2023 and ending June 30, 2025, and shall continue in effect from year-to-year thereafter unless or until terminated.

ARTICLE 30 - MODIFIED DUTY ELIGIBILITY

Subject to the one exception described below, modified duty shall be made available, on a temporary basis, only to those individuals suffering an industrial injury. The only exception to this rule shall be that non-industrial disabilities related to pregnancy, shall result in the subject employee being eligible for modified duty.

ARTICLE 31 - INDUSTRIAL DISABILITY RETIREMENT

The City may request a disability retirement on behalf of an employee as permitted under the law.

ARTICLE 32 - SICK LEAVE USE IN CONJUNCTION WITH IOD

Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for or consents to his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary.* In this regard, it is acknowledged that with regard to service and non-industrial disability retirements, it is the rule and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirements and that any such retirement shall be made effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that with regards to individuals suffering from an industrial disability and/or being granted an industrial disability retirement that the following sick leave rules and regulations shall apply:

A. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall have the option of electing to receive 50 percent of the sick leave balance existing at the time of exhaustion of the Labor Code Section 4850 benefits, which said amounts to be distributed during each payroll period until said 50 percent amount has been exhausted. In no case shall any such distribution during one pay period exceed the gross salary to which the employee would otherwise be entitled during said pay period.

B. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has sick leave remaining on account, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution equivalent to 50 percent of the

employee's sick leave balance as it existed on the effective date of the industrial disability retirement. Further, said employee shall then be paid the cash value of accumulated vacation, holiday, and compensatory time.

ARTICLE 33 - FMLA/CFRA COMPLIANCE AND LEAVE POLICY

The City's Administrative Policies shall reflect FMLA and CFRA leave requirements.

ARTICLE 34 - CITY COUNCIL APPROVAL

It is, however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or affect whatsoever unless or until ratified and approved by minute action duly adopted by the City Council of the City of Monterey Park.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 21st day of June, 2023.

MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION	CITY OF MONTEREY PARK
By: _____	By: _____
Mark Khail Division Chief	Ronald Bow City Manager
By: _____	By: _____
L. Christopher Thompson Division Chief	Inez Alvarez Assistant City Manager
By: _____	By: _____
Ryan Weddle Division Chief	Christine Tomikawa Director of Human Resources & Risk Mgmt

ADDENDUM A

Effective the first pay period after July 1, 2023, or Council approval of this MOU whichever is later, the salary for Battalion Chief shall increase by 9.5%

Range	Step 1	Step 2	Step 3	Step 4	Step 5
4	$11,798	$12,395	$13,022	$13,681	$14,365

Effective the first pay period after July 1, 2024, the salary for Battalion Chief shall increase by 1.5%

Range	Step 1	Step 2	Step 3	Step 4	Step 5
4	$11,975	$12,581	$13,217	$13,886	$14,580

ATTACHMENT 3
MOU Resolution

RESOLUTION NO. ____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2023-2025 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION.

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1: City representatives, approved by the City Council, and representatives from the Monterey Park Professional Chief Officers' Association ("MPPCOA") met and conferred regarding wages, retirement funding, hours and the terms and conditions of employment for contract year 2023-2025.

SECTION 2: Following such negotiations, the representatives drafted a Memorandum of Understanding ("MOU") for fiscal years 2023-25. A copy of that MOU is attached as Exhibit "A," and is incorporated by reference.

SECTION 3: Following a vote of its membership, the MPPCOA informed the City that it accepted the MOU.

SECTION 4: After reviewing the MOU, the City Council finds that it is in the public interest to approve it effective July 1, 2023. Accordingly, the City Manager is authorized to execute the MOU in a form approved by the City Attorney.

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

SECTION 7: *Effective Date*. This Resolution will become effective immediately upon adoption.

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

_____
Jose Sanchez, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: June 21, 2023

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council

FROM: Ron Bow, City Manager

SUBJECT: Authorizing Mayor to sign letters on behalf of the City supporting Governor Newsom's proposal for a 28th Amendment to the United States Constitution and the Language Access to Gun Violence Prevention Strategies Act of 2023; and receiving and filing the firearm legislative update report.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing Mayor to sign a letter on behalf of the City supporting Governor Newsom's proposal for a 28th Amendment to the United States Constitution to help address America's Gun Violence Crisis;
2. Authorizing Mayor to sign a letter on behalf of the City supporting the Language Access to Gun Violence Prevention Strategies Act of 2023;
3. Receiving and filing the firearm legislative update report; and
4. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On January 21, 2023, the City of Monterey Park experienced a Mass Casualty Incident (MCI) where 20 people were shot. Eleven of those community members died. As our community struggles with the challenge of working through this tragedy, fellow citizens and residents in California and the rest of the country continue to be confronted with substantially similar MCIs.

State and federal legislation continues to be proposed to help reduce the likelihood that other communities will suffer the same fate as Monterey Park and numerous other communities across the United States.

As requested by City Council Members, it is recommended that the City Council consider supporting Governor Newsom's proposal for a 28th Amendment to the United States Constitution to help address America's gun violence crisis and supporting the Language Access to Gun Violence Prevention Strategies Act of 2023.

Staff recommends City Council receive and file the firearm legislative update report.

BACKGROUND:

The circumstances of Monterey Park's January 21st MCI are well-documented. It is not necessary to get into specifics other than to state that 11 of our friends, neighbors, and

family-members were killed and another nine were physically injured. The number of other affected community members is difficult to count. While the City Council cannot prevent what has already happened, it can consider trying to prevent future MCIs by supporting proposed firearm legislation.

Governor Newsom's 28th Amendment Proposal

The 28th Amendment will permanently protect four broadly supported gun safety principles into the U.S. Constitution:

- Raising the federal minimum age to purchase a firearm from 18 to 21;
- Mandating universal background checks to prevent truly dangerous people from purchasing a gun that could be used in a crime;
- Instituting a reasonable waiting period for all gun purchases; and
- Barring civilian purchase of assault weapons that serve no other purpose than to kill as many people as possible in a short amount of time – weapons of war our nation's founders never foresaw.

More information can be found at https://www.gov.ca.gov/2023/06/08/28th-amendment/.

Language Access to Gun Violence Prevention Strategies Act of 2023

U.S. Congress, Representative Judy Chu is seeking support for the Language Access to Gun Violence Prevention Strategies Act of 2023.

A summary of the Bill's intention is provided in the attached letter and describes that the Language Access to Gun Violence Prevention Strategies Act of 2023 proposes to fill the gaps in the Bipartisan Safer Communities Act by ensuring robust in-language materials, outreach to LEP communities, and culturally competent education to community providers and law enforcement. It would do so by:

- Requiring competent, community reviewed, translations of all public facing resources provided by the Departments of Justice (DOJ) and Health and Human Services (HHS) related to gun violence prevention strategies.
- Directing the Attorney General to ensure federal grant applications for funds related to the creation and implementation of extreme risk protection orders and other prevention efforts incorporate meaningful engagement with communities with high numbers of individuals with LEP.
- Directing the Attorney General and Secretary of HHS to develop and implement a national public awareness campaign for federally supported gun violence prevention strategies and firearm ownership safety with a focus on outreach and engagement with LEP communities.

The draft Bill, is its entirety, is also attached for reference.

Firearm Legislative Update Report:

Federal Legislation: The City Council endorses enactment of the following Bills in the United States Senate:

S14 (Feinstein): A Bill to amend Title 18 of the United States Code to prohibit the purchase of certain firearms by individuals under 21 years of age, and for other purposes. (https://www.congress.gov/bill/118th-congress/senate-bill/14/text).

Introduced 1/23/23
Status Senate – Judiciary Committee

S25 (Feinstein): A Bill to regulate assault weapons, to ensure that the right to keep and bear arms is not unlimited, and for other purposes.
(https://www.congress.gov/bill/118thcongress/senate-bill/25/text)

Introduced 1/23/23
Status Senate – Judiciary Committee

California Legislation: The City Council endorses enactment of the following Bills in the California Senate:

SB 2 (Portantino): Concealed Weapons Permits.
(https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202320240SB2)

Introduced 12/5/22
Last Amended 3/1/23
Status Assembly - Public Safety Committee

SB 241 (Min): Minimum training for firearm dealers.
(https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202320240SB241)

Introduced 1/25/23
Last Amended 5/18/23
Status Assembly - Public Safety Committee

AB 732 (Fong): Relinquishment of firearms following conviction under the Penal Code.
(https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202320240AB732)

Introduced 2/13/23
Last Amended 5/1/23
Status Senate - Public Safety Committee

AB 1406 (McCarty): Firearms - Waiting periods.
(https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB1406)

Introduced	2/17/23
Last Amended	4/20/23
Status	Senate - Public Safety Committee

AB 1420 (Berman): Firearms: Ensures the Department of Justice (DOJ) has the authority to inspect and write citations for any violations related to the governing of the sale, transfer, and storage of firearms.
(https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240AB1420)

Introduced	2/17/23
Last Amended	4/26/23
Status	Senate - Public Safety Committee

FISCAL IMPACT:
There is no significant fiscal impact associated with authorizing the Mayor to sign letters of support. An exact impact is difficult to quantify but will require, for example, staff time to draft and send a letter supporting the proposed legislation.

Respectfully submitted by:

Ron Bow
City Manager

Prepared by:

Inez Alvarez
Assistant City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:
1. Letter from Representative Judy Chu
2. Language Access to Gun Violence Prevention Strategies Act of 2023 Draft Bill

ATTACHMENT 1
Letter from Representative Judy Chu

Please Support the "Language Access to Gun Violence Prevention Strategies Act of 2023"

Endorsing Organizations: March For Our Lives

Dear Colleague:

The Bipartisan Safer Communities Act, signed into law on June 25, 2022, provided funding for states and localities to develop and implement "red flag laws" – which allow family members to petition for the temporary removal of guns from a loved one's home when someone is at significant risk for self-harm or harming others. Red flag laws have deterred at least 58 potential mass shootings and other types of gun violence in California alone, and nearly all states have now applied for this grant funding.

Unfortunately, there are still gaps in ensuring ALL communities are made aware of how they can participate in them. After the horrific mass shooting in Monterey Park, authorities learned that there were individuals in the gunman's life who knew that he was experiencing a life crisis and isolating himself while stockpiling guns and ammunition. Unfortunately, due to lack of public education coupled with linguistic and cultural barriers, none of these individuals were aware that this was something that could have been reported to the police.

Outreach to communities on proven prevention strategies needs to be done in multiple languages, including Mandarin, Cantonese, and Vietnamese, so that we can all help in preventing future gun violence deaths. In addition, we know that there are proven firearm safety strategies such as safe gun storage practices that are promoted to communities through the CDC. Unfortunately, these strategies are also leaving out the same limited English proficient (LEP) communities.

My bill would fill these gaps by ensuring robust in-language materials, outreach to LEP communities, and culturally competent education to community providers and law enforcement. It would do so by:

- Requiring competent, community reviewed, translations of all public facing resources provided by the Departments of Justice (DOJ) and Health and Human Services (HHS) related to gun violence prevention strategies.

- Directing the Attorney General to ensure federal grant applications for funds related to the creation and implementation of extreme risk protection orders and other prevention efforts incorporate meaningful engagement with communities with high numbers of individuals with LEP.

- Directing the Attorney General and Secretary of HHS to develop and implement a national public awareness campaign for federally supported gun violence prevention strategies and firearm ownership safety with a focus on outreach and engagement with LEP communities.

Please reach out to Kristen Torres at Kristen.torres@mail.house.gov for questions or to sign on.

Sincerely,
Rep. Judy Chu
Member of Congress

ATTACHMENT 2
Language Access to Gun Violence Prevention Strategies Act of 2023 Draft Bill

Judy Chu

(Original Signature of Member)

118TH CONGRESS
1ST SESSION

H. R. _____

To remove linguistic barriers to participation in Gun Violence Prevention Strategies.

IN THE HOUSE OF REPRESENTATIVES

Ms. CHU introduced the following bill; which was referred to the Committee on _____

A BILL

To remove linguistic barriers to participation in Gun Violence Prevention Strategies.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the ''Language Access to Gun Violence Prevention Strategies Act of 2023''.

SEC. 2. DEFINITIONS.

In this Act:

(1) The term ''extreme risk protection order'' means a written order or warrant, issued by a State

or Tribal court or signed by a magistrate (or other comparable judicial officer), the primary purpose of which is to reduce the risk of firearm-related death or injury by doing 1 or more of the following:

(A) Prohibiting a named individual from owning, purchasing, possessing, receiving, or having under the custody or control of the individual, a firearm.

(B) Having a firearm removed or requiring the surrender of firearms from a named individual.

(2) The term ''firearm'' has the meaning given the term in section 921 of title 18, United States Code.

(3) The term ''gun violence'' includes mass shooting incidents, other firearm homicides or assaults, firearm suicides or self-harm, unintentional firearm deaths and injuries, and firearm-related crime.

(4) The term ''Gun Violence Prevention Strategy'' means programs, policies, or practices that have the potential to substantially reduce firearm-related violence, injuries, death or crime within populations or settings experiencing elevated risk.

(5) The term ''individuals with limited English proficiency'' means individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

(6) The term ''language access'' means the provision of culturally competent and effective language services to an individual with limited English proficiency designed to enhance that individual's access to, understanding of, or benefit from the services, activities, programs, or benefits provided by an agency.

(7) The term ''community-based organization'' means a neighborhood or community-based organization, as such term is defined in section 901 of title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. 10251).

(8) The term ''priority languages'' means—

(A) in the case of Federal agencies, at a minimum, in the 10 most commonly spoken languages, other than English, in the United States, which shall include Mandarin, Cantonese, Japanese, and Korean; and

(B) in the case of State agencies or grant recipients operating in a State, at a minimum,

the 10 languages spoken with greatest frequency by individuals with limited English proficiency in that State as determined by the most recently available American Community Survey Five Year Estimates

(9) The term ''significant resource'' means, in the case of Federal agencies, any material, digital or otherwise, that contains information critical for education, awareness, and participation in public education campaigns such as informational and outreach materials.

SEC. 3. TRANSLATION OF FEDERAL AGENCY MATERIALS.

(a) IN GENERAL.—The Attorney General and the Secretary of Health and Human Services shall ensure that all significant resources for services, activities, benefits, and programs of the Department of Justice and the Department of Health and Human Services that are prepared for the general public relating to gun violence prevention and firearm safety, including extreme risk protection orders and safe gun storage, are competently translated and provided in accessible formats in priority languages.

(b) COMMUNITY REVIEW.—For the purposes of ensuring materials are culturally competent and accessible by the intended audience, the Attorney General and the

Secretary shall ensure all translated materials are reviewed by community-based organizations with demonstrated relationships with speakers of a given language prior to publishing. Such organizations shall be funded for these purposes out of the appropriations authorized under this Act.

(c) APPLICATION OF REQUIREMENTS.—The requirements in this section shall apply to funding provided in division B of the Bipartisan Safer Communities Act to existing federal grant programs and other activities by the Attorney General, Secretary of Education, and Secretary of Health and Human Services to support mental health services, crisis response, school-based mental health, and suicide prevention.

SEC. 4. PRIORITY GRANT APPLICATIONS.

(a) IN GENERAL.—The Attorney General shall ensure grant applications for the creation and implementation of extreme risk protection orders, State crisis intervention court proceedings, and other gun violence reduction efforts incorporate meaningful engagement with communities with high numbers of individuals with limited English proficiency through.

(b) PUBLIC OUTREACH AND EDUCATION EFFORTS.—Section 501(a) of title I of the Omnibus Crime

Control and Safe Streets Act of 1968 (34 U.S.C. 10152(a)(1)) is amended by—

(1) in subsection (a)(1)(I)(iv)—

(A) in subclause (III), by striking ''and'' at the end;

(B) in subclause (IV), by striking the period at the end and inserting ''; and''; and

(C) by adding at the end the following:

''(V) public outreach and education efforts, which shall include—

''(aa) meaningful engagement with community-based organizations directly serving limited English proficient or non-English proficient residents; and

''(bb) translation of public facing documents into any non-English language spoken by a limited-English proficient or non-English proficient population that constitutes 3 percent or 500 individuals, whichever is less, of the population served or encountered.''.

(2) in subsection (h)—

(A) in paragraph (3), by striking ''and'' at the end;

(B) in paragraph (4), by striking the period at the end and inserting ''; and''; and

(C) by adding at the end the following:

''(5) measures that have been taken by each grant recipient to comply with subsection (a)(1)(I)(iv)(V).''.

(c) GUIDANCE.—Not later than 90 days after the date of enactment of this Act, the Attorney General shall issue guidance related to the requirements set forth in subsections (a)(1)(I)(iv)(V) and (h)(5) of such section 501.

SEC. 5. DEPARTMENT OF JUSTICE GUN VIOLENCE PREVENTION PUBLIC AWARENESS CAMPAIGN.

(a) IN GENERAL.—For the purpose of increasing language access to community-based gun violence prevention strategies, the Attorney General, acting through the Director of the Office of Justice Programs, and in coordination with the Community-Based Violence Intervention and Prevention Initiative, shall develop and implement a national public awareness campaign to increase awareness of federally supported gun violence prevention strategies such as extreme risk protection orders with a focus on out-

reach and engagement with limited English proficiency communities.

(b) REQUIREMENTS.—The public awareness campaign under this section shall include—

(1) the provision of in-language and culturally appropriate messaging to disseminate scientific and evidence-based information; and

(2) the dissemination of information on subgrants to community-based organizations educating professionals and community stakeholders.

(c) COORDINATION.—The public awareness campaign under this section shall be complementary to, and coordinated with, any other Federal, State, Tribal, and local efforts, as appropriate.

(d) REPORTS TO CONGRESS.—The Attorney General shall submit a report to Congress detailing how the funds authorized to be appropriated under this section were used.

SEC. 6. DEPARTMENT OF HEATH AND HUMAN SERVICES GUN VIOLENCE PREVENTION PUBLIC AWARENESS CAMPAIGN.

(a) IN GENERAL.—For the purpose of increasing language access to gun violence prevention strategies the Secretary of Health and Human Services (referred to in this section as the ''Secretary''), acting through the Director

of the Centers for Disease Control and Prevention, and in coordination with the National Center for Injury Prevention and Control, shall develop and implement a national public education campaign to increase awareness of agency supported gun violence prevention strategies and firearm safety such as safe gun storage practices, with a focus on outreach and engagement with limited English proficiency communities.

(b) REQUIREMENTS.—The public awareness campaign under this section shall include—

(1) the provision of in-language and culturally appropriate messaging to disseminate scientific and evidence-based information related to gun violence prevention and firearm safety; and

(2) the dissemination of information on subgrants to community-based organizations educating professionals and community stakeholders.

(c) COORDINATION.—The public awareness campaign under this section shall be complementary to, and coordinated with, any other Federal, State, Tribal, and local efforts, as appropriate.

(d) REPORTS TO CONGRESS.—The Secretary of Health and Human Services shall submit a report to Congress detailing how the funds authorized to be appropriated under this section were used.

SEC. 7. AUTHORIZATION OF APPROPRIATIONS.

There is authorized to be appropriated to carry out this section such sums as may be necessary for fiscal year 2025.

City Council Staff Report

DATE: June 21, 2023

AGENDA ITEM NO: Consent Calendar - 3F

TO: The Honorable Mayor and City Council

FROM: Jessica Serrano, Director of Community Development

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

EXECUTIVE SUMMARY:

The Ordinance was introduced and received first reading at the June 7, 2023 City Council meeting. The original staff report (from June 7, 2023) is attached for reference. Second reading and adoption of the Ordinance is recommended. If adopted, the ordinance will take effect in 30 days.

Respectfully submitted by:

Jessica Serrano
Director of Community Development

Prepared by:

Beth Chow, AICP
Senior Planner

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:

1. Draft Ordinance – Zoning Code Amendment (ZCA-23-01) – Amending Chapter 21.18, entitled “Affordable Housing Incentives – Density Bonus”
2. City Council Staff Report, dated June 7, 2023 (without attachments)

ATTACHMENT 1

Draft Ordinance – Zoning Code Amendment (ZCA-23-01) – Amending 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 2

City Council Staff Report, dated June 7, 2023 (without attachments)

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

City Council Staff Report

DATE: June 21, 2023

AGENDA ITEM NO: Consent Calendar - 3G

TO: The Honorable Mayor and City Council

FROM: Jessica Serrano, Director of Community Development

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

EXECUTIVE SUMMARY:

The Ordinances were introduced and received first reading at the June 7, 2023 City Council meeting. The original staff report (from June 7, 2023) is attached for reference. Second reading and adoption of these Ordinances is recommended. If adopted, the ordinances will take effect in 30 days.

Respectfully submitted by:

J. Serrano

Jessica Serrano
Director of Community Development

Prepared by:

Beth Chow

Beth Chow, AICP
Senior Planner

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:

1. Draft Ordinance - 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
2. Draft Ordinance - Development Agreement (DA-23-01)
3. City Council Staff Report, dated June 7, 2023 (without attachments)

ATTACHMENT 1

Draft Ordinance - 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 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

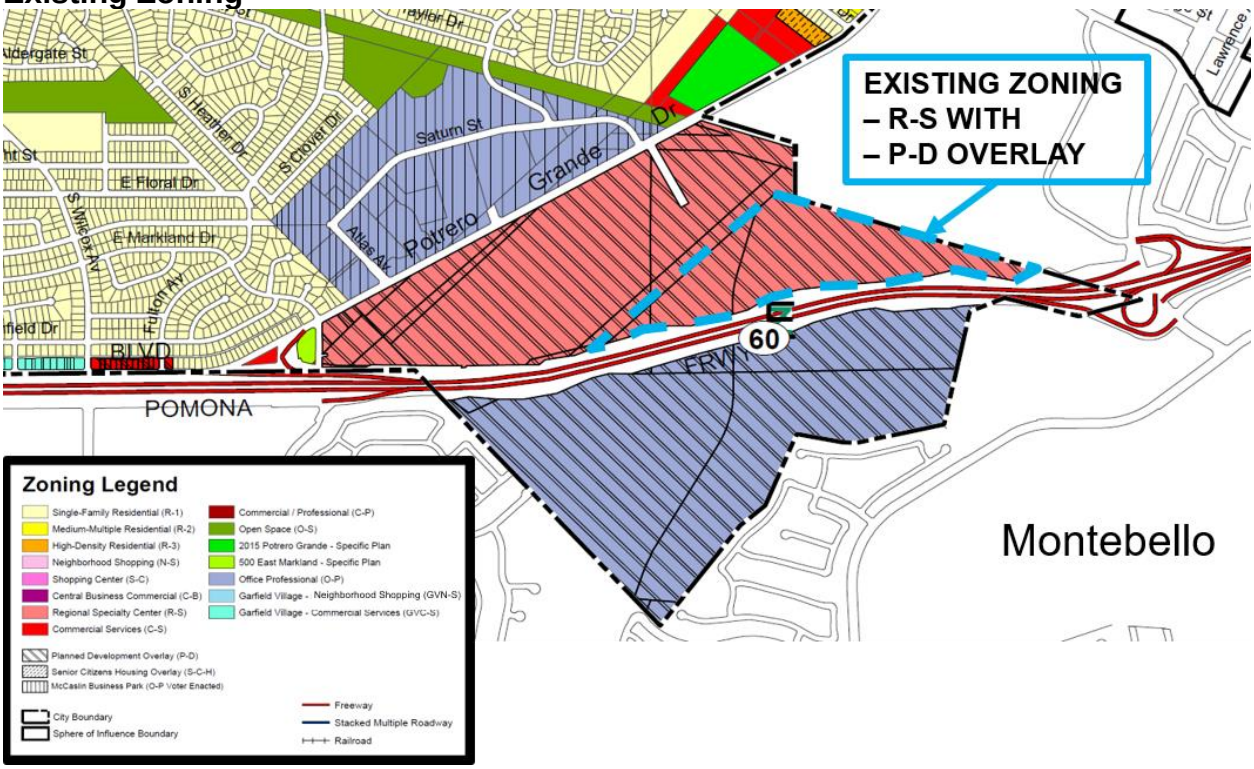
Exhibit A: Zoning Map
Exhibit B: Specific Plan

EXHIBIT A

Zoning Map

Exhibit A

Existing Zoning



Proposed Zoning

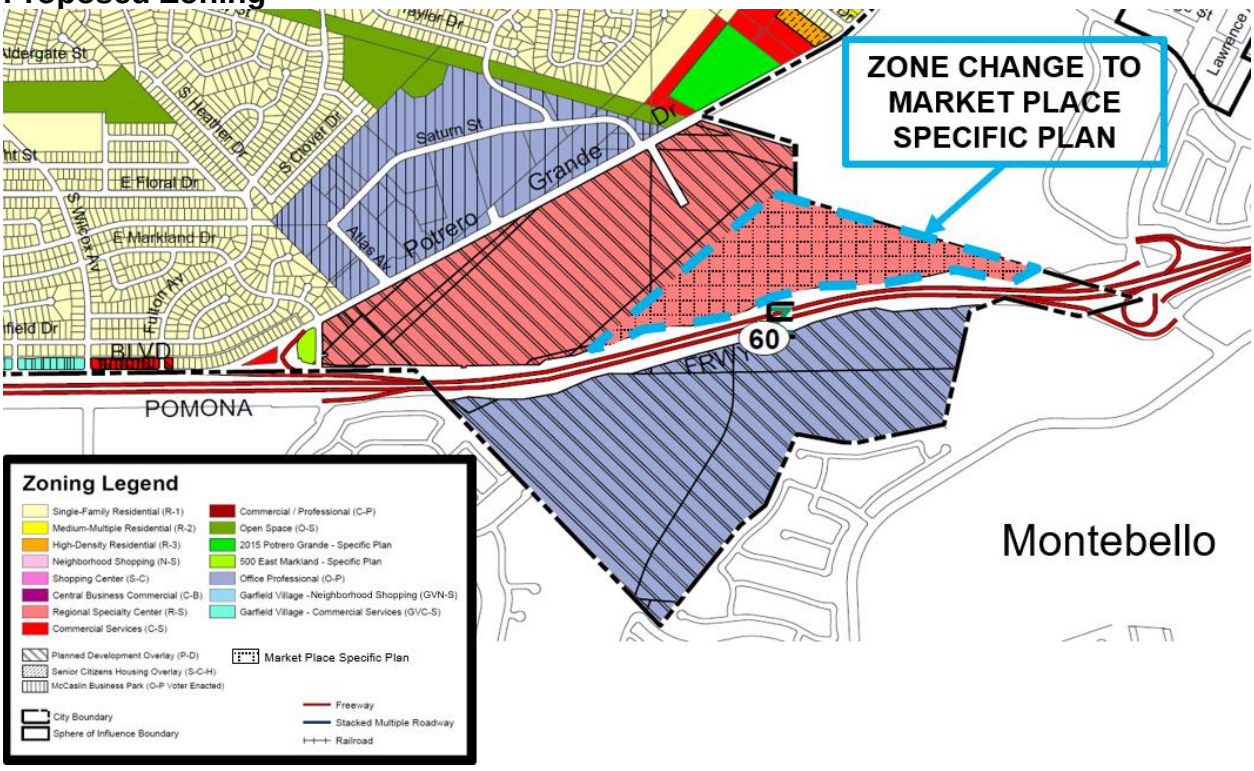


EXHIBIT B

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).

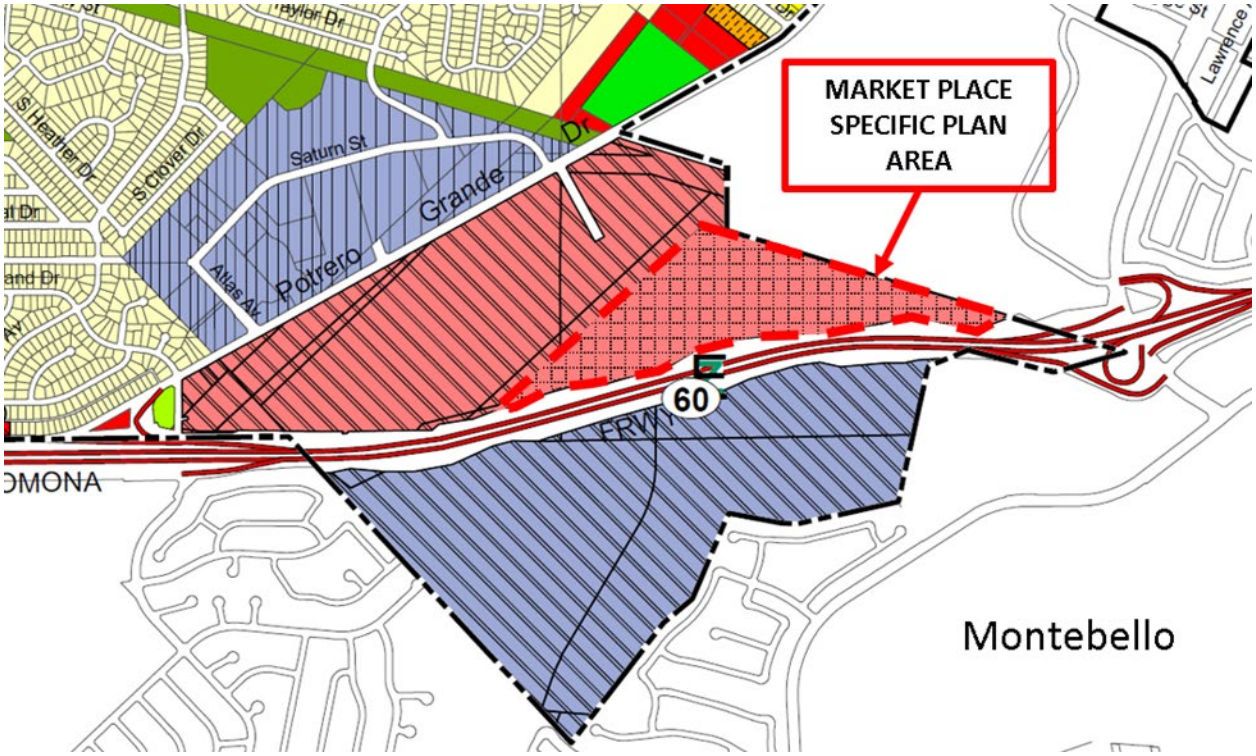


Figure 1: Specific Plan Area

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

Figures

Figure 1: Specific Plan Area
Figure 2: Market Place Aerial – Local Access
Figure 3: Concept Infrastructure
Figure 4A: Option A – Last Mile Distribution Center
Figure 4B: Option B – Warehouse
Figure 4C: Option C – Automobile Dealership
Figure 4D: Option D – Retail
Figure LU-1: Land Use Planning Area (2020 Land Use Element)
Figure LU-4: Land Use Policy Map (2020 Land Use Element
Figure C-4: Bicycle Route Plan (2001 Circulation Element)

Exhibits

Exhibit B: Mitigation Monitoring Program

MATCH LINE - SEE SHEET 2

MATCH LINE - SEE SHEET 2

RETAIL "A"
156,450 S.F.
FF=398.50

RETAIL "B"
10,982 S.F.
FF=394.50

EXISTING LTP
TO REMAIN

MARKETPLACE DRIVE

EXIT

ENTRANCE

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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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)

OVERALL UTILITY EXHIBIT

MONTEREY PARK MARKETPLACE
GREENWOOD AVE AND MARKETPLACE DR
MONTEREY PARK, CA
MONTEREY PARK RETAIL PARTNERS, LLC
1260 STELTON ROAD
PISCATAWAY, NEW JERSEY 08854

DRAWN: RT
DATE: 2021.12.27
CHECKED: SW
DATE: 2021.12.27
REVISION #: –
DATE: –
JOB NO: SP7918

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NO.	DESCRIPTION	BY	DATE	CHK

NO.	DESCRIPTION	BY	DATE	CHK

K:\Drawings\SP7918 – Monterey Park\Eng\Exhibits\2021.12.27 – Overall Utility Exhibit\SP7918 – Overall UT Exhibit.dwg
PLOTTED: 12/27/2021 10:41:49 AM BY Richard Templin PAGESETUP: ---- PLOTSTYLE: Tait2014.ctb

FIGURE 3 (PAGE 2 OF 2)

UTILITY LEGEND

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

0 25 50 75 100
(IN FEET)
1 INCH = 50 FEET

N

MATCH LINE - SEE BOTTOM LEFT

RESTAURANT PAD 4 3,867 S.F. FF=400.50 PAD=400.00 1050 S.F. PATIO

RESTAURANT PAD 3 4,555 S.F. FF=400.50 PAD=400.00 250 S.F. PATIO

PAD 2B 7,000 S.F. FF=405.33

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

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

OUTDOOR GARDEN CENTER 28,118 S.F.

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

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

FF=395.50 PAD=394.67

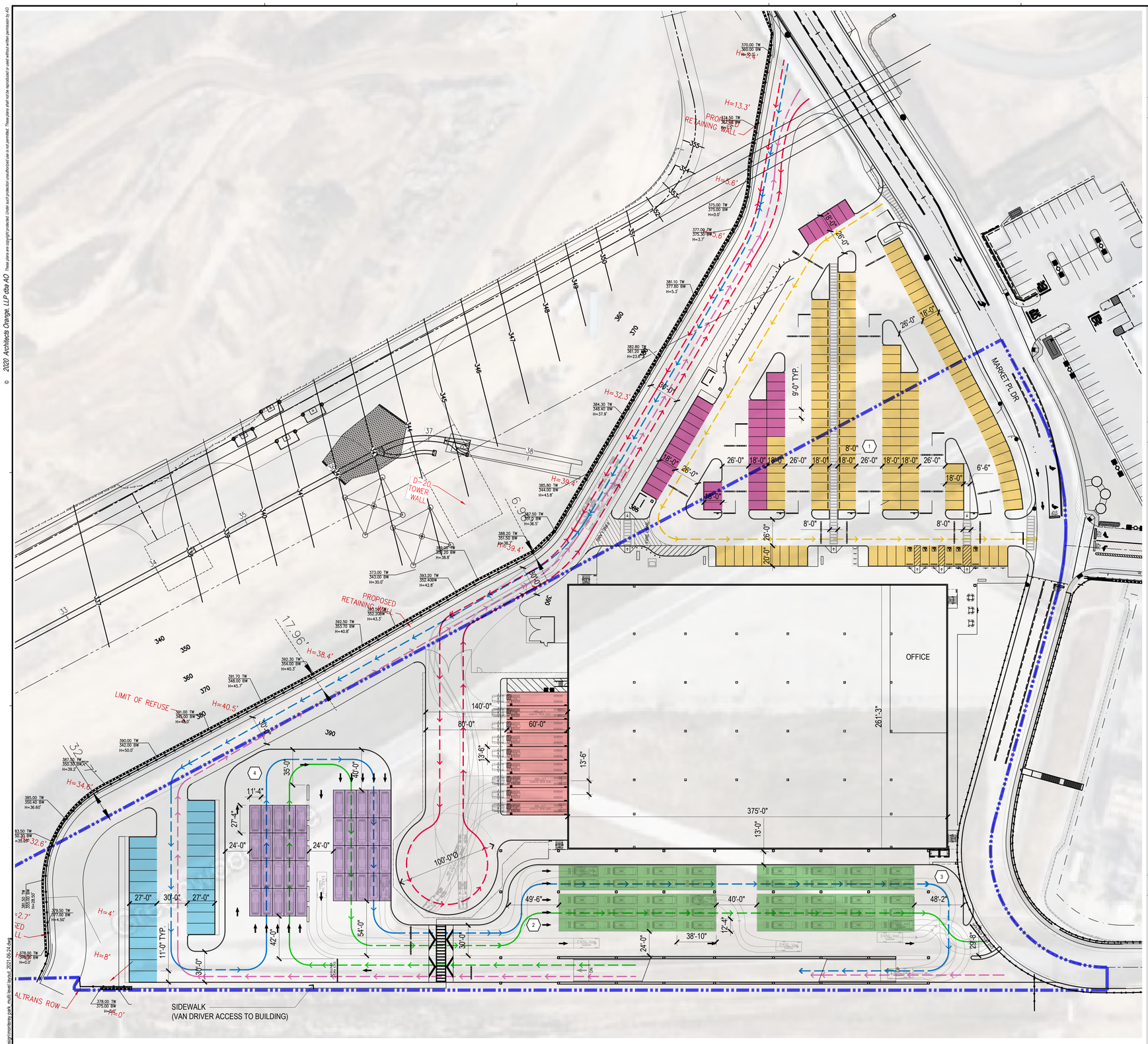
"A" WATER

MATCH LINE - SEE SHEET 2

MATCH LINE - SEE SHEET 2

MATCH LINE SEE TOP RIGHT

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

TRAFFIC FLOW LEGEND

N.T.S. (2)

SITE INFORMATION	
SITE	TBD
LOCATION	MONTEREY PARK, CA
LAUNCH YEAR	TBD
BUILDING TYPE	BTS - MULTI-LEVEL
LAYOUT	2W2F
BUILDING SHELL (GROSS SF)	96,900 SF
OPERATIONAL SPACE (GROSS SF)	88,600 SF
OFFICE SPACE (GROSS SF)	16,600 SF
TOTAL PLOT SIZE (ACRES)	9.3 ACRES (APPROX)
USABLE ACREAGE (ACRES)	9.3 ACRES (APPROX)
CAPACITY	TBD
SHIPMENTS PER ROUTE	TBD
DISPATCH WAVES	TBD
PARKING ASSUMPTIONS	
QUEUING SPOTS FOR PARKING	TBD
LOADING SPOTS FOR PARKING	TBD
ASSOCIATE PARKING RATIO	100%

SITE DESIGN INFORMATION

N.T.S. (3)

ASSOCIATE PARKING LOT (9'x18')	REQUIRED	PROVIDED	Delta (+/-)
ASSOCIATE STALLS	103	103	0
AMZL MANAGER STALLS	15	15	0
DSP MANAGER STALLS	20	20	0
CUSTOMER STALLS	3	3	0
VISITOR STALLS	3	3	0
VAN DRIVER PERSONAL STALLS (9'x18')	40	40	0
ASSOCIATE PARKING LOT TOTAL	**184**	**184**	**0**
ACCESSIBLE STALLS* (AUTO: 9'x18')	5	5	0
ACCESSIBLE STALLS* (VAN: 12'x18')	1	1	0

VAN PARKING LOT (11'x27')	REQUIRED	PROVIDED	Delta (+/-)
VAN STALLS	291	365	74
VAN DRIVER PERSONAL STALLS (11'x27')	80	80	0
VAN BUFFER STALLS	15	15	0
VAN PARKING LOT TOTAL	**386**	**460**	**74**

VAN QUEUING AND LOADING	REQUIRED	PROVIDED	Delta (+/-)
VAN QUEUING SPOTS	40	40	0
VAN LOADING SPOTS	40	40	0

TRUCK YARD	REQUIRED	PROVIDED	Delta (+/-)
DOCK DOORS/STALLS	8	8	0
TRASH/RECYCLING DOORS/STALLS	1	1	0
TRAILER PARKING STALLS	0	0	0

*ACCESSIBLE STALL COUNTS TO BE EXCLUDED FROM ASSOCIATE PARKING LOT TOTALS. AOR TO PROVIDE "REQUIRED" COUNT PER AHJ ACCESSIBILITY CODE

PARKING BREAKDOWN

N.T.S. (4)

1. ASSOCIATE DRIVE AISLE = 26'-0" PER CITY STANDARDS (24'-0" TYPICAL)
2. CLEARANCE BEHIND LAST QUEUING PAD = 49'-6" DUE TO SITE CONSTRAINTS. (±71'-0" TYPICAL)
3. CLEARANCE IN FRONT OF FIRST LAUNCH PAD = 48'-2" DUE TO SITE CONSTRAINTS. (70'-2" TYPICAL)
4. ALTERNATE BYPASS LANE/QUEUING CONFIGURATION USED DUE TO SITE CONSTRAINTS.

N

0 5' 10' 20' 40' 60' 80'

MONTEREY PARK
SCALE: 1" = 40'-0"

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

SITE CONCEPT - OVERALL SITE PLAN

1"=40'-0" (1)

DEVIATIONS FROM PROTOTYPE STANDARDS

N.T.S. (5)

Architecture. Design. Relationships.

SEAL

CONSULTANT

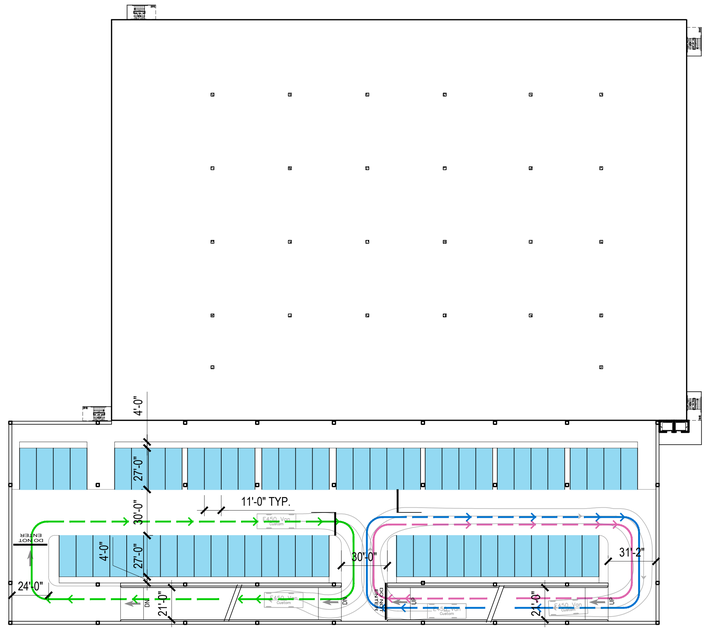
MONTEREY PARK DELIVERY STATION
MARKETPLACE DR.
MONTEREY PARK, CA 91755

Project Number: 2021-241
Plan Check Number: xxxx

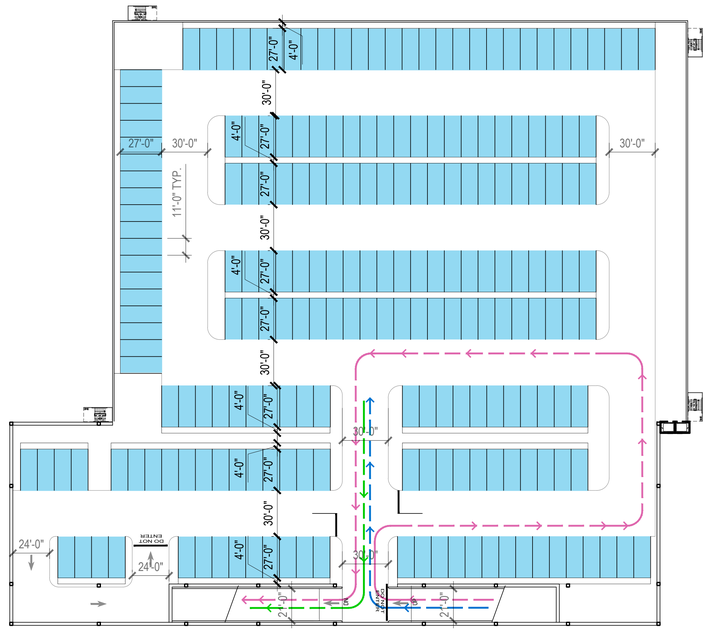
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FIGURE 4A (Page 1 of 2)

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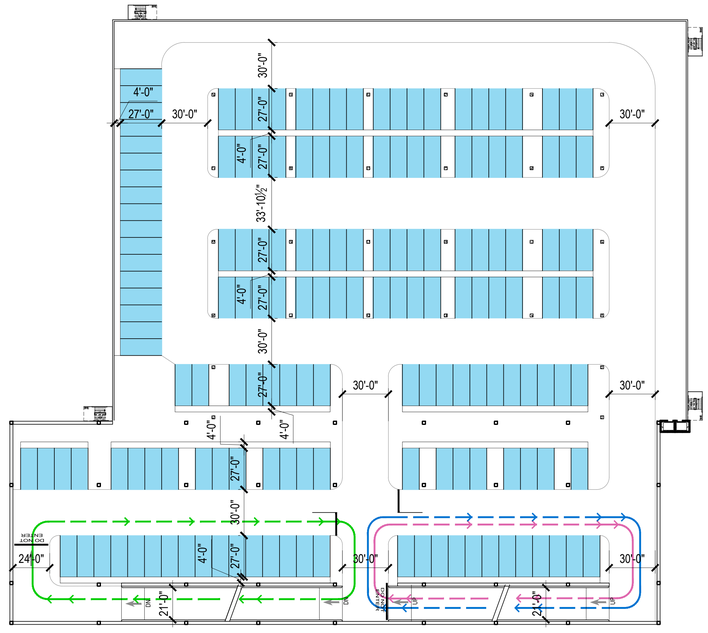
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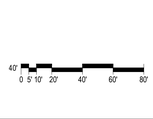
VAN PARKING LEVEL 1 — 1"=40'-0" — 1A

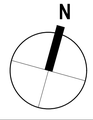


VAN PARKING LEVEL 3 (ROOF) — 1"=40'-0" — 1C



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

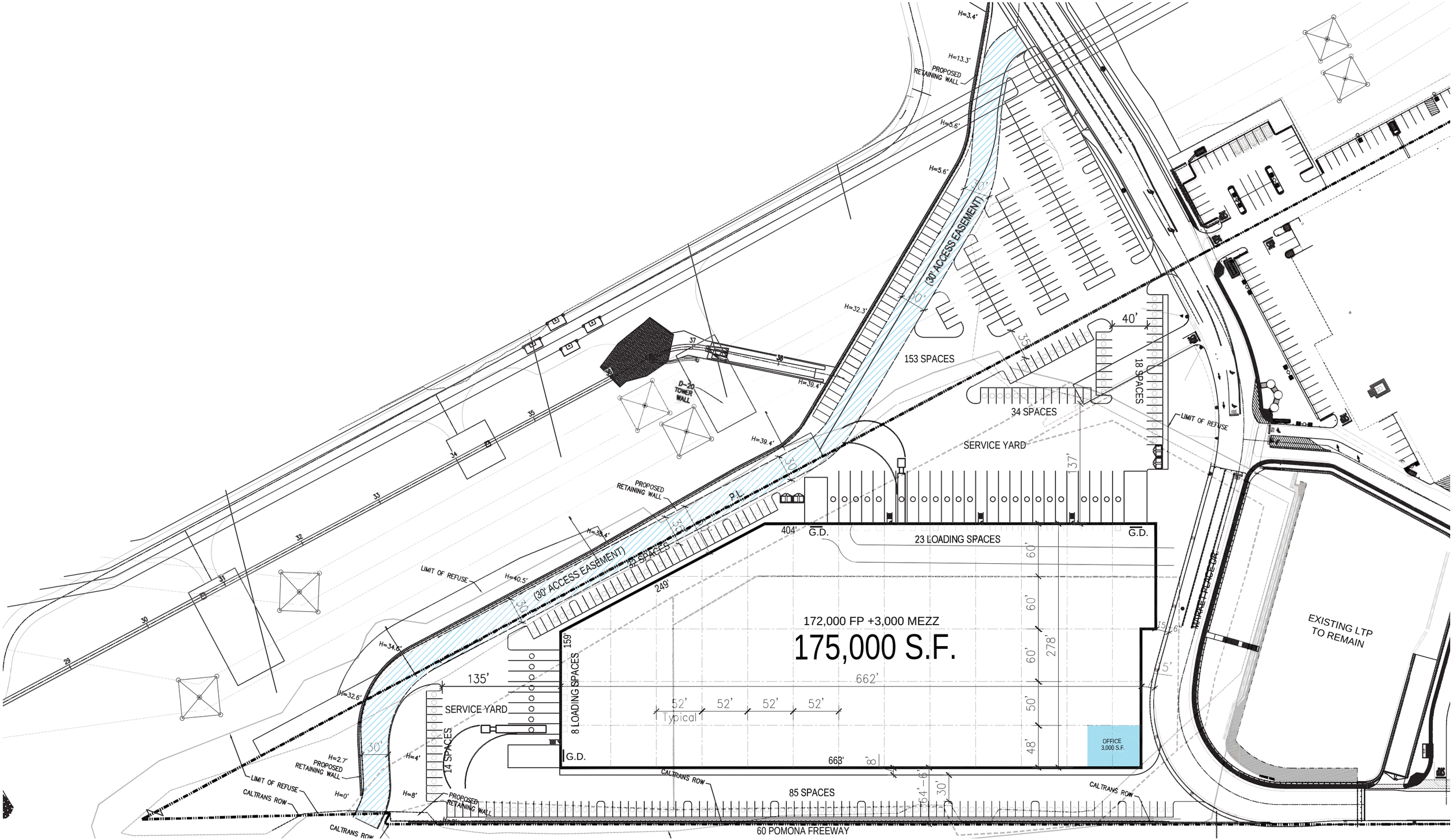
MARKETPLACE DR.
MONTEREY PARK, CA 91755

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

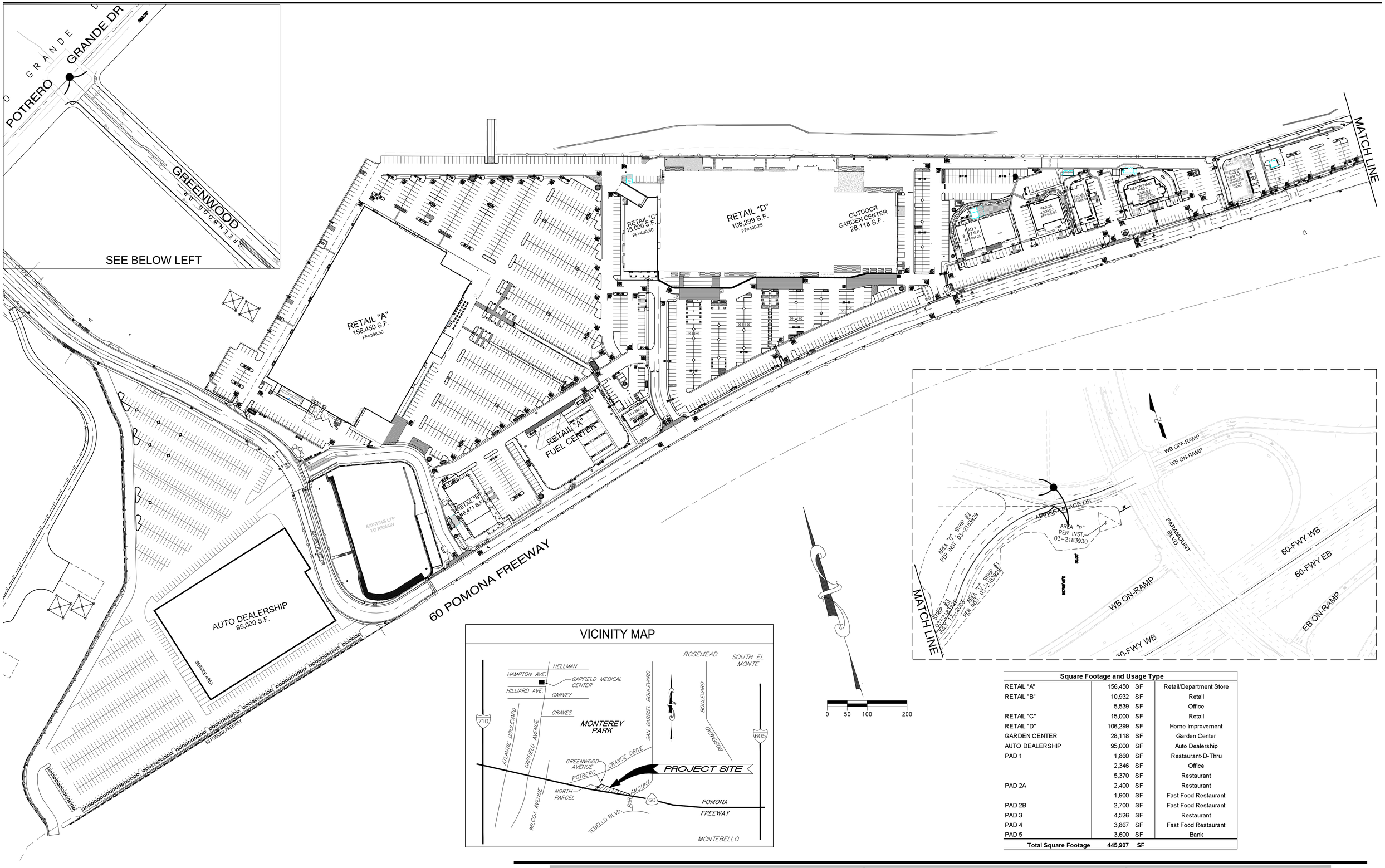
INDUSTRIAL FACILITY
Site Plan

Architecture. Design. Relationships.

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

01

FIGURE 4B



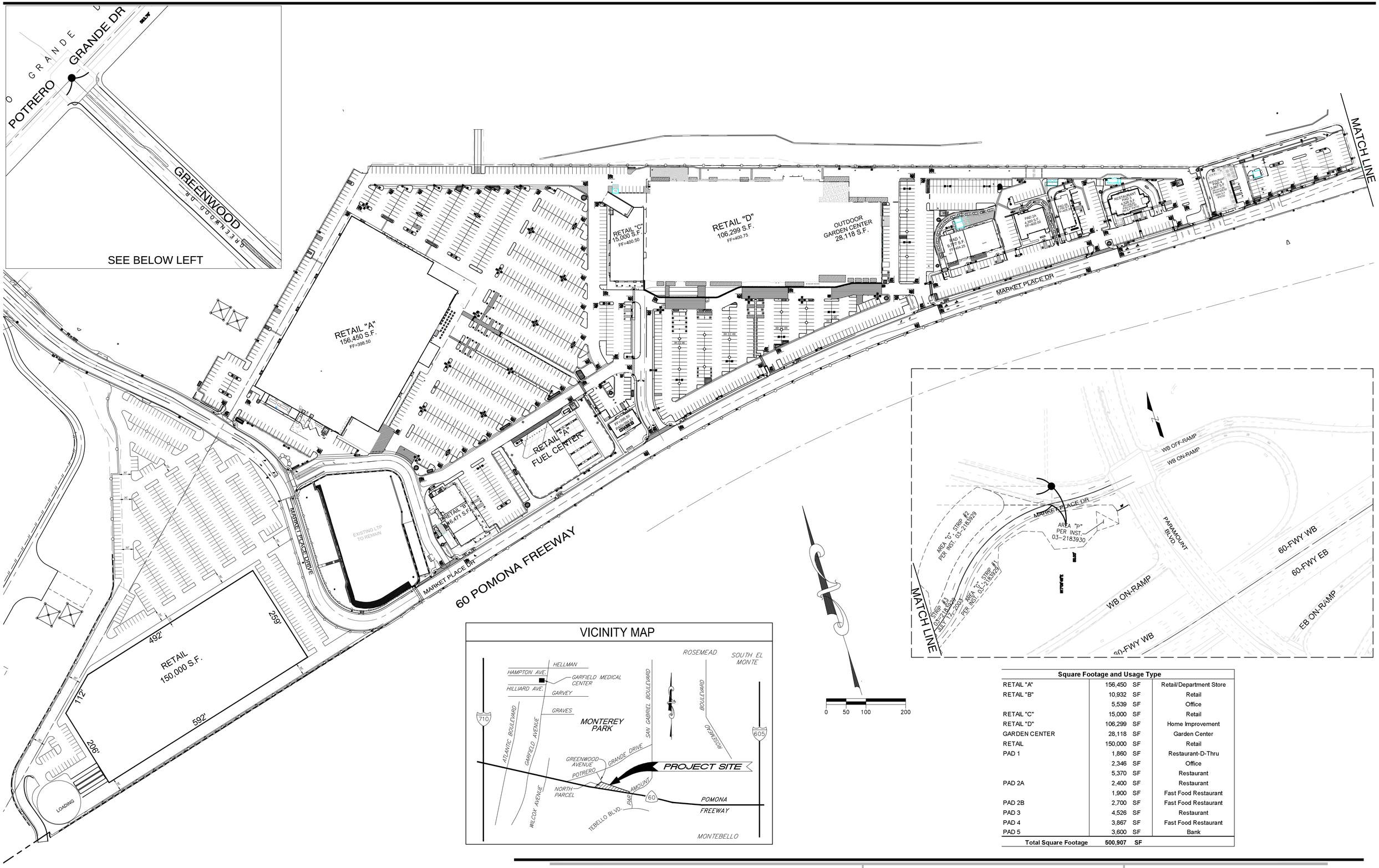
VICINITY MAP

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
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

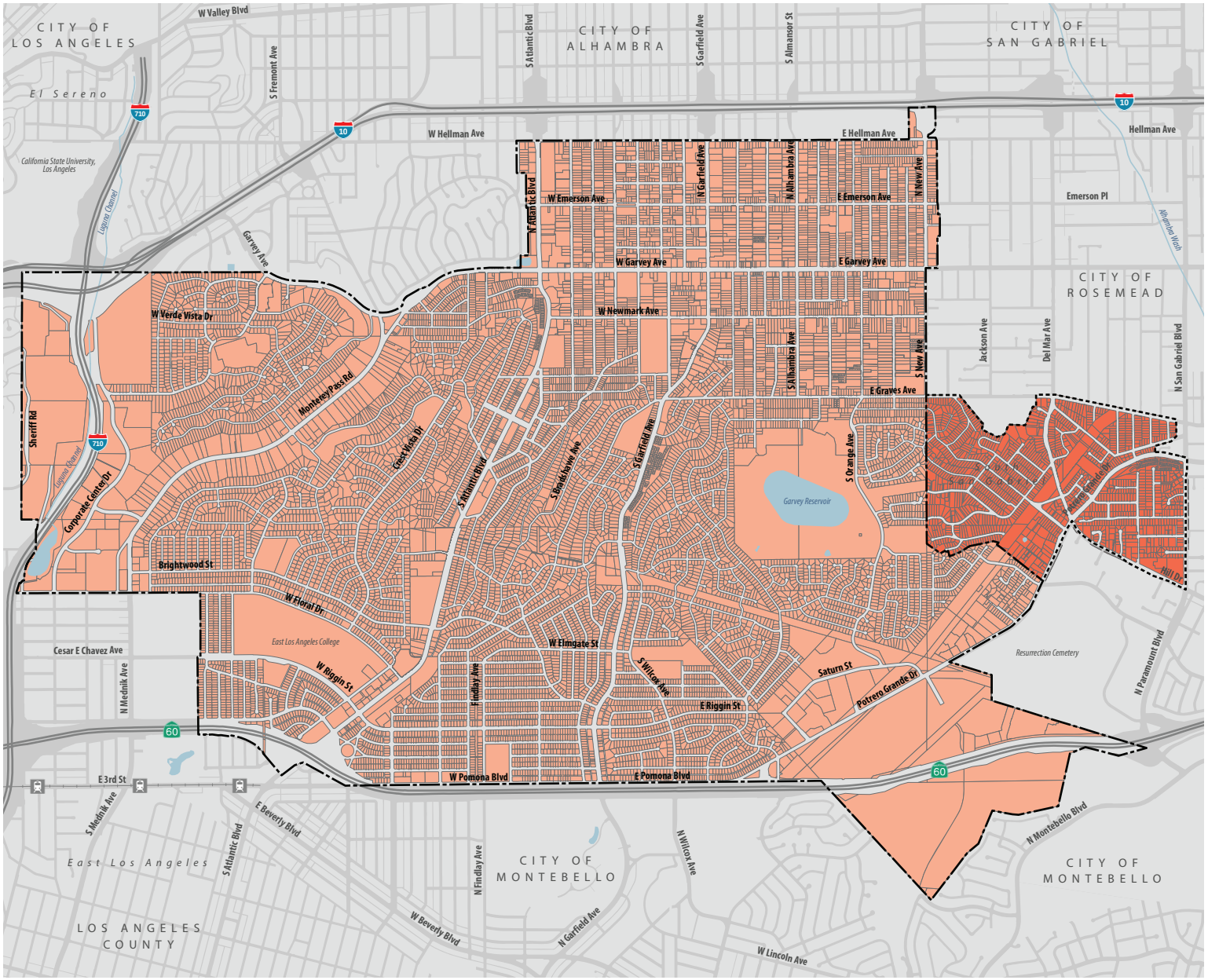


VICINITY MAP

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)

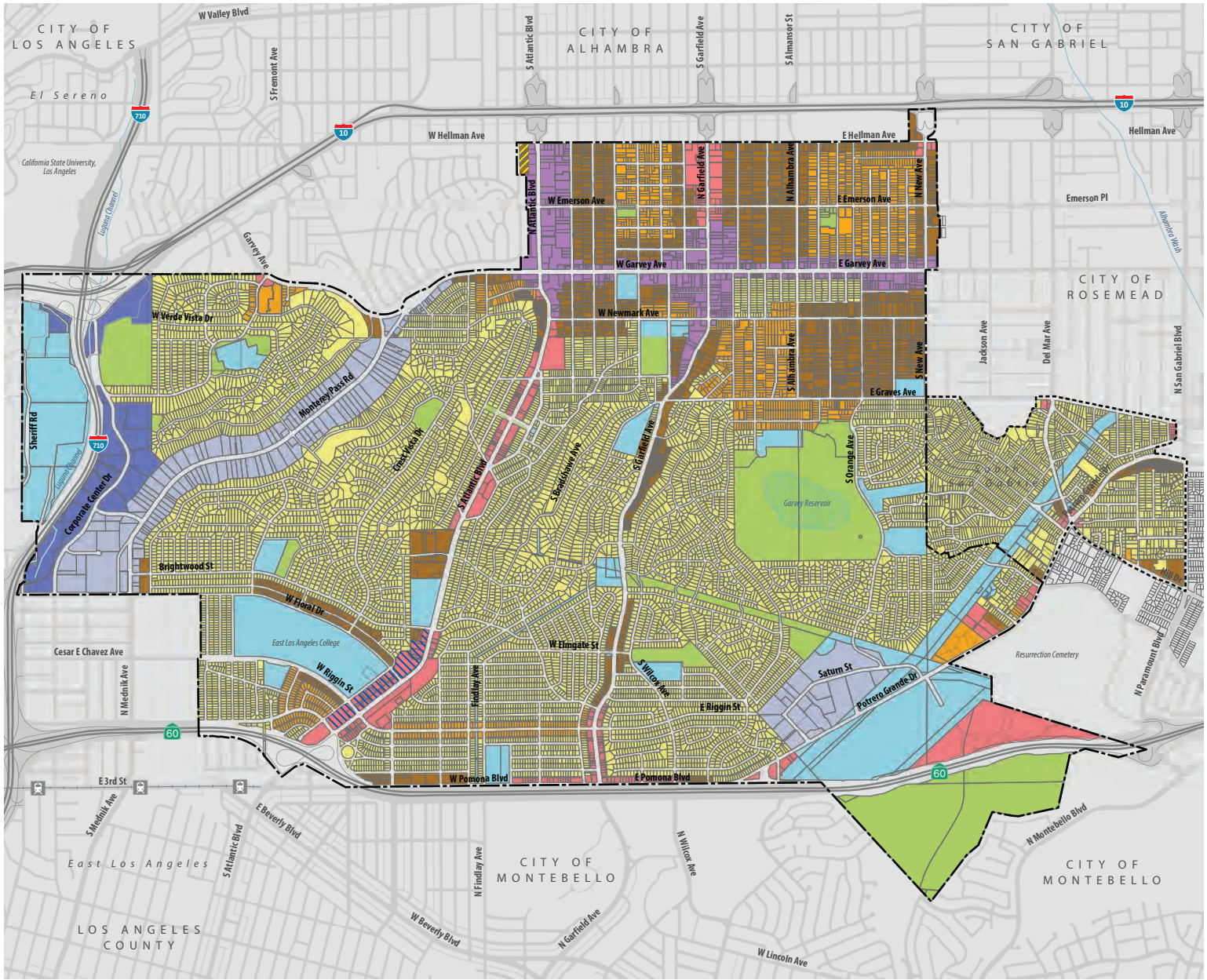
Base Map Features

- 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

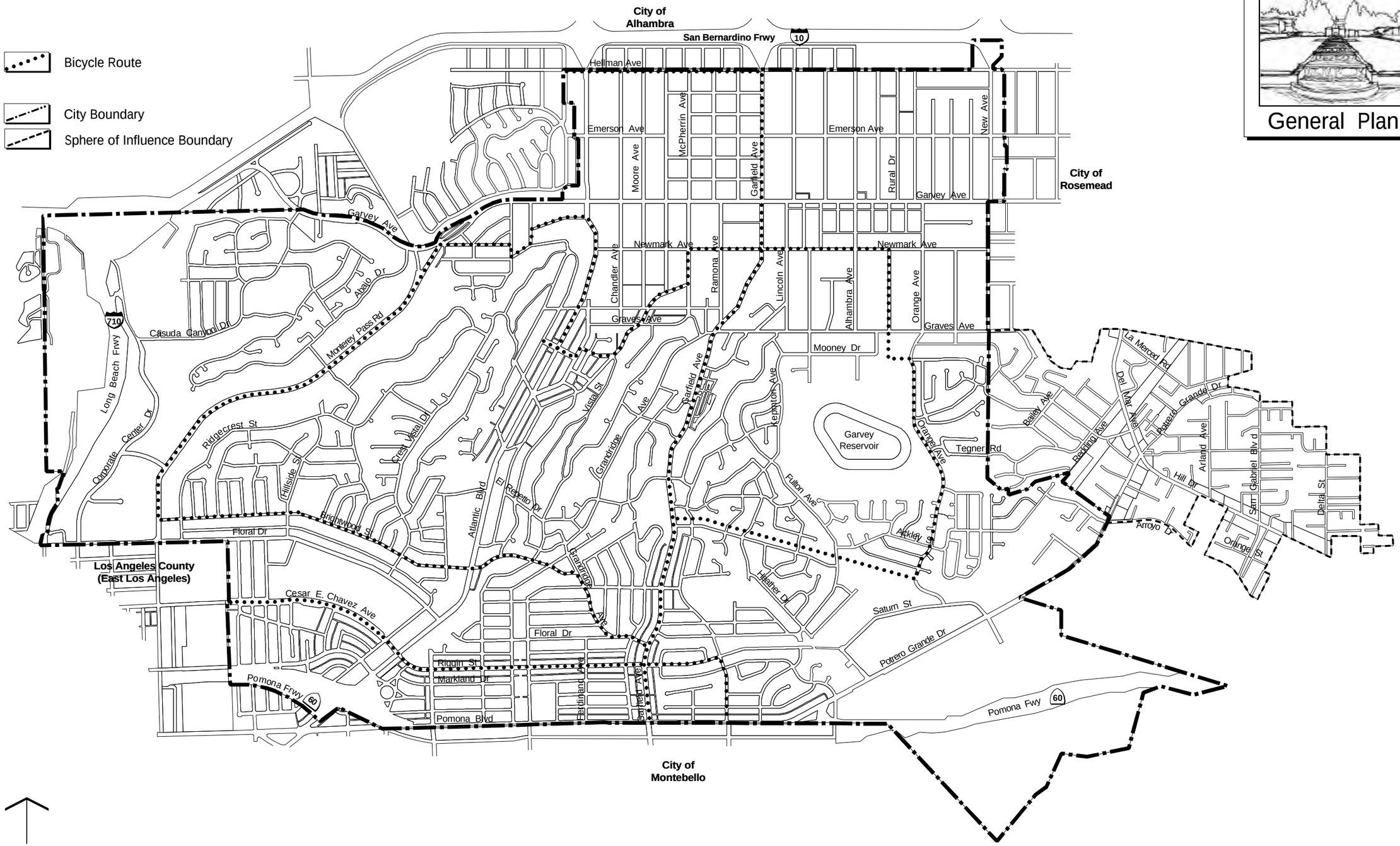


Figure C-4
Bicycle Route Plan

EXHIBIT B

MITIGATION MONITORING PROGRAM

MITIGATION MONITORING PROGRAM FOR:

MONTEREY PARK

MARKET PLACE

SUPPLEMENTAL EIR



prepared for:

CITY OF MONTEREY PARK

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OCTOBER 2011

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1. Introduction

1.1 PURPOSE OF MITIGATION MONITORING PROGRAM

This Mitigation Monitoring Program has been developed to provide a vehicle by which to monitor mitigation measures and conditions of approval outlined in the 2000 Monterey Park Towne Plaza (MPTP) EIR, the Supplemental Environmental Impact Report (Draft SEIR), and the Final Supplemental EIR (Final SEIR) (State Clearinghouse No. 1999051058). The Mitigation Monitoring Program has been prepared in conformance with Section 21081.6 of the Public Resources Code and City of Monterey Park Monitoring Requirements. Section 21081.6 states:

> (a) When making findings required by paragraph (1) of subdivision (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:
>
> (1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program.
>
> (2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

The Mitigation Monitoring Program will serve to document compliance with adopted/certified mitigation measures, which are formulated to minimize impacts associated with the construction and operation of the revised Monterey Park Market Place project (proposed project).

1.2 EIR SUMMARY

1.2.1 Previously Proposed 2000 Monterey Park Towne Plaza Site Plan

In March 2000, the Final EIR/EIS for the previous project was certified by the City of Monterey Park Planning Commission. The City had the principal responsibility for project approval and acted as the CEQA lead agency as defined by Section 15367 of the CEQA Guidelines. To help with the costs of land acquisition, site cleanup, and required access, the City received a Section 108 Loan Guarantee and an accompanying Economic Development Initiative grant from the US Department of Housing and Urban Development (HUD). Because of the assistance provided by HUD, the project was subject to National Environmental Protection Act (NEPA) review, and HUD was the federal (NEPA) lead agency for the previous project.

The previous site plan required the demolition of all existing buildings, excluding the LTP, and the leveling of the berm along SR-60 on the southern portion of the site. Contaminated berm soil (with traces of lead) would be removed from the site while the remaining soil would be used to level the site. The previously proposed

development is similar in type, the proposed development. Approximately 464,143 square feet of the 515,382 square feet were proposed as retail space (including two anchor stores with garden centers). Another 36,250 square feet were proposed for retail or restaurant pads, and 14,989 square feet were proposed for restaurant space. The previously proposed development would have included 2,971 parking spaces. Table 1-1 shows the previous plan for development.

Table 1-1
Previous Site Plan (2000 MPTP EIR)

Building and Use	Square Footage
Retail "A"	107,920
Garden Center	23,928
Retail "B" (includes Garden Center)	135,300
Retail "C"	45,000
Retail "D"	37,275
Retail "E"	41,265
Retail "F"	35,000
Retail "G"	11,100
Retail "H"	12,350
Retail "I"	11,168
Retail "J"	3,837
Pad 1	11,250
Pad 2	25,000
Restaurant 1	3,035
Restaurant 2	2,954
Restaurant 3	9,000
Total	**515,382**

1.2.2 Proposed Land Uses

The proposed project, the Monterey Park Market Place, revises the previous site plan for the Monterey Park Towne Plaza by increasing the total retail square footage from 515,382 to 600,000. The project site covers a total area of 51.1 acres, 42.1 of which are part of the closed OII Landfill and approximately 9 of which are within existing Southern California Edison (SCE) easements. The proposed project would have similar retail uses, including drive-thru and sit-down restaurants, large anchor retail stores with garden centers, and smaller specialty retail shops. The gas station, as shown as Pad 5 in Table 1-2, is not proposed at this time but may be a future use. Implementation of the gas station at a future time would require permitting by SCAQMD. Table 1-2 summarizes the proposed land uses and the parking demand factor for each type of land use. The proposed land uses require a minimum of 2,333 parking spaces, which would be provided onsite.

Table 1-2
Proposed Plan for Development

Building Type	Gross Building Area (sf)	Building Usage	Parking Demand (per 1,000 sf)[1]	Parking Spaces Required
Buildout by Individual Building				
Retail "A" – Anchor 1	128,000	Home Improvement	3.40	520
Garden Center	25,000	Garden Center	NA	
Retail "B" – Anchor 2	99,011	Retail/Department Store	3.02	299
Retail "C" – Anchor 3	134,000	Retail/Department Store	3.02	441
Garden Center	12,000	Garden Center	NA	
Retail "D" – Anchor 4	138,000	Wholesale/Discount Store	2.75	380
Optional Retail (Fitness Center)[2]	25,000	Fitness Center	5.19	130
Retail "E"	9,248	Mixed Retail/Restaurant	16.30	171
Retail "G"	10,516	Mixed Retail/Restaurant	16.30	151
Pad 1	3,225	Bank	3.49	11
Pad 2	5,000	Fast Food Restaurant	9.90	50
Pad 3	6,000	Restaurant	16.30	98
Pad 4	5,000	Restaurant	16.30	82
Pad 5[5]	NA	Gas Station	NA	NA
Total	**600,000**	NA	NA	2,333
Buildout by Building Type				
Total Anchor (including garden centers)[2]		561,011 sf		
Total Retail (nonanchor)[3]		3,225–22,989 sf		
Total Restaurant[4]		16,000–35,764 sf		
Gas Station[5]		NA sf		

Source: Monterey Park Retail Partners, LLC, 2009.

1 The parking demand is based on the highest possible parking demand for the proposed project site.

2 The 25,000-square-foot fitness center and the 12,000-square-foot garden center are not shown on the site plan but are included in the total square footage to provide a more conservative parking estimate. If the fitness center option is chosen, it would be built as part of Building D. The second garden center would be built with Building C. The total parking demand is based on the buildout of a fitness center and the 12,000-square-foot garden center in addition to the buildout of Building D and Building C.

3 This range of totals includes Mixed Retail/Restaurant and Bank. If Retail E and G are developed entirely as mixed retail, total retail (nonanchor) square footage would be 22,989. If Retail E and G are developed entirely as restaurants, total retail (nonanchor) square footage would be 3,225.

4 This range of totals includes Mixed Retail/Restaurant, Fast Food Restaurant, and Restaurant uses. If Retail E and G are developed entirely as restaurants, the total restaurant square footage would be 35,764. If Retail E and G are entirely developed as mixed retail, the total restaurant square footage would be 16,000.

5 The gas station is not proposed at this time but may be a future use. Implementation of the gas station at a future time would require permitting by SCAQMD.

Based on the type of commercial business and the various buildout options, anchor stores, including the garden centers, would make up a maximum of 561,011 square feet, nonanchor retail would make up 3,225 to 22,989 square feet, and restaurants would make up 16,000 to 35,764 square feet of the total gross building area.

Although not included with the proposed project, a leachate treatment plant (LTP) and thermal destruction facility (TDF) will continue to operate on the project site. Leachate is a common product of landfills, made of groundwater and the compounds of decomposing material in the landfill. The LTP collects leachate from the south parcel of the OII landfill and treats it. Off-gas is produced during leachate treatment and must be burned in the treatment plant. The LTP directs off-gas to the South Parcel via a 12-inch pipeline, where it is burned along with gas produced in the South Parcel. The TDF structure has two 60-foot high stacks, each approximately 6 feet in diameter. It was constructed after the certification of the 2000 MPTP EIR and improves the leachate treatment process. The structure would be contained by a chain-link fence and public access would be restricted.

Monterey Park Market Place Precise Plan

The proposed project includes the Monterey Park Market Place (MPMP) Precise Plan, which is a required document for development within the Regional-Specialty Center (R-S) Planned Development Overlay Zone to ensure consistency with the Monterey Park General Plan. The purpose of having a precise plan is to describe how the proposed project would meet the requirements of the Planned Development Overlay Zone on the project site; provide the overall design concept for the site; implement the goals, policies, and objectives of the City's general plan as feasible; and establish the development regulations and framework for the project site.

Detailed building and site development standards and regulations are included in the precise plan, such as architectural themes, building height, and types of permitted businesses. Maximum height of buildings is set in the MPMP Precise Plan and meets the standards of the R-S Planned Development Zone Overlay, which is 50 feet or 4 stories. Architectural features are allowed to project an additional 15 feet above maximum building height with the approval of a conditional use permit. The proposed buildings would be between 30 and 50 feet in height (up to 60 feet with architectural features).

Project Access and Parking

The existing access road for the proposed project site is Greenwood Avenue, which enters the northern boundary of the project site from Potrero Grande Drive. The main road through the development would be named Market Place Drive. This road would be slightly realigned where it enters the project site on the north and then extended toward the east corner of the site. Neil Armstrong Street would no longer intersect Paramount Avenue but would intersect Market Place Drive instead. Market Place Drive would intersect Paramount Avenue east of the project site. With the completion of all roadway improvements, the site would be accessible from both Potrero Grande Drive and Paramount Boulevard off of SR-60.

Market Place Drive would serve as the main public/private roadway through the retail center and it would allow truck and standard vehicle access. Additional specified truck/service routes would allow access to the buildings to allow for pick-up and delivery of goods. The circulation plan for the project site will identify the primary vehicle, truck/service, and pedestrian access routes on the project site.

Onsite parking is provided based on the parking demand ratio of the proposed land uses per 1,000 square feet of building space, as shown in the far right column in Table 1. A minimum of 2,333 spaces would be provided, including 44 handicapped spaces throughout the site, placed near the entrances for anchor stores, the smaller mixed retail/restaurant stores, and the retail/restaurant pads. Although 2,333 are required, up to 2,386 would be provided, which would result in a surplus of up to 53 parking spaces. All parking lots are aboveground surface lots and would be accessible from Market Place Drive.

Alternate Land Use Scenario: Small-Box Development

An alternative layout to the revised project is also provided for the project site in the event that the project applicant opts to develop a small-box retail shopping center instead of the big-box retail. The small-box alternative would have a reduced total square footage of 500,000 square feet that would include 3 anchors, up to 10 smaller retail stores, and 7 retail pads. The retail anchor stores would line the northern boundary of the project site and retail anchor "E" (110,000 square feet) would have a garden center (30,000 square feet). The largest anchor, Retail A (140,000 square feet), would be north of the northern Greenwood Avenue (Market Place Drive) entrance. South of Retail A, across Market Place Drive, are Retail stores G through M. Retail F, which is adjacent to the LTP/TDF, Retail Pad 6, and Retail Pad 7 are all more centrally located on the site and Retail B and C and Retail Pads 1 through 5 share the northern boundary of the site with the anchor stores. Anchor stores would have a total square footage of 321,000, and retail nonanchor stores would have a total square footage between 139,000 and 150,000, depending on whether Retail F is

developed as retail or restaurant. Restaurants would have a total square footage of between 29,000 and 40,000.

The alternate small-box site plan scenario has the same or similar impacts as the revised project. The general site layout, construction phasing, and public and service demands would be similar between the revised project and the alternate scenario. However, additional traffic analysis was completed for a larger alternate scenario, which is discussed in Section 5.5 of the Draft SEIR and included in the Traffic Impact Assessment (Appendix E1 of the Draft SEIR). In the event that minor adjustments are made to the location and size of buildings in the small-box site plan scenario, the changes must not increase the project-related impacts associated with the small-box site plan scenario. If impact levels are increased, additional environmental analysis would be required. The City would be responsible for ensuring the modifications do not require additional environmental review.

1.3 PROJECT LOCATION

The proposed Monterey Park Market Place is in the southern portion of the City of Monterey Park and borders the City of Montebello. It would be at 2550 Greenwood Avenue, north of SR-60 between the Paramount Boulevard and Potrero Grande Drive freeway exits. The project site is bounded by Southern California Edison (SCE) easements on the northwest and northeast. Beyond the SCE easements are Potrero Grande Drive to the northwest and the Resurrection Cemetery and residential land uses to the northeast and east. Greenwood Avenue accesses the site from the north from Potrero Grande Drive; Neil Armstrong Street intersects Paramount Boulevard to the east of the site.

1.4 ENVIRONMENTAL IMPACTS

This document has been prepared as a supplement to a previous Environmental Impact Report as defined by the State CEQA Guidelines (Section 15163, California Code of Regulations, Title 14, Division 6, Chapter 3). Specifically, a supplement to the certified EIR has been prepared for the 2000 Monterey Park Towne Plaza (SCH No. 1999051058). The Draft SEIR has an overall purpose to inform the lead agency, responsible agencies, decision makers, and the general public of the environmental effects of the development and operation of the revised project. The Draft SEIR addressed the potential environmental effects of the revised project, including effects that might be significant and adverse; disclosed effects not found to be significant; disclosed significant cumulative impacts of all past, present, and reasonably foreseeable future projects; evaluated a number of alternatives to the revised project; and identified mitigation measures to reduce or avoid adverse effects.

1.4.1 Impacts Considered Less Than Significant

As outlined in the Initial Study, prepared on June 16, 2010, the following categories were sufficiently analyzed in the 2000 Monterey Park Towne Plaza EIR and found to be less than significant:

- Agriculture and Forest Resources
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Population and Housing
- Public Services
- Recreation

1.4.2 *Potentially Significant Adverse Impacts That Can Be Mitigated, Avoided, or Substantially Lessened*

With project design features and mitigation measures incorporated, the following environmental categories had less than significant impacts:

- Aesthetics
- Noise
- Utilities and Service Systems

1.4.3 *Unavoidable Significant Adverse Impacts*

With mitigation measures, air quality, greenhouse gas emissions, and transportation and traffic would have significant and unavoidable impacts

Air Quality

Impact 5.2-2

Construction emissions exceed SCAQMD's regional significance thresholds for NO_x and would cumulatively contribute to the SoCAB's nonattainment designations. Grading emissions would be roughly the same between the 2000 MPTP EIR and the revised MPMP Precise Plan. However, the 2000 MPTP EIR did not identify significant construction emissions because construction activities were compared to screening thresholds and were not modeled. SCAQMD now requires comparison to daily emissions thresholds and new air pollutant models (e.g., URBEMIS) have been released to evaluate construction emissions. Modeling results now show that even with implementation of Mitigation Measures 2-1 and 2-7, impacts from regional air pollutant emissions from construction-related activities would exceed SCAQMD's regional significance thresholds for NO_X as a result of use of heavy construction equipment. Mitigation Measure 2-7 would reduce potentially significant impacts during Phase 1 construction activities to under the significance thresholds; however, construction activities during Phase 2 site preparation would continue to exceed SCAQMD's regional significance thresholds for NO_X. Therefore, impacts are significant and unavoidable. Regional construction emissions impacts are a new significant unavoidable impact not identified in the 2000 MPTP EIR.

Impact 5.2-3

Operational phase emissions exceed SCAQMD's regional significance thresholds for VOC, NO_X, CO, PM_{10}, and $PM_{2.5}$ and would cumulatively contribute to the SoCAB's nonattainment designations. The MPMP Precise Plan would exceed the thresholds for VOC, CO, NO_X, PM_{10}, and $PM_{2.5}$. Mitigation Measures 2-8 through 2-17 would reduce operational emissions, to the extent feasible. Criteria air pollutant emissions that exceed SCAQMD's regional significance thresholds would cumulatively contribute to the NO_2, O_3, and particulate matter nonattainment designations of the SoCAB. While air quality impacts were identified in the 2000 MPTP EIR, the MPMP Precise Plan would result in an approximately 5 to 8 percent increase in air quality impacts for most criteria pollutants on weekdays and an approximately 44 percent increase in air quality impacts for most criteria pollutants on weekends, compared to the 2000 MPTP. However, the project would result in a decrease in air quality impacts based on emissions as identified in the 2000 MPTP EIR for CO (weekday only), VOC, and NO_x because of updated emission rates used in this SEIR that reflect lower emission rates for vehicles. Further, based on the updated emission factors in the UREMIS2007 model, the revised SEIR analysis has identified additional significant impacts associated with PM_{10} and $PM_{2.5}$ that were not identified in the EIR. The increase in air pollutant emissions would exceed the SCAQMD regional thresholds and therefore the magnitude of change is considered to be significant. Modeling based on updated air pollutant emission factors in the URBEMIS2007 model show that VOC, CO, NO_X, PM_{10}, and $PM_{2.5}$ would exceed the significance thresholds for the MPMP Precise Plan. Since emissions of particulate matter (PM_{10} and $PM_{2.5}$) were not

identified in the 2000 MPTP, this is considered a new significant impact. Consequently, impacts from air pollutant emissions from operational-related activities would be significant and unavoidable.

Greenhouse Gas Emissions

Impact 5.3-1

Project-related GHG emissions are cumulatively considerable. The MPMP Precise Plan would generate 36,509 metric tons of GHG emissions. While all feasible mitigation measures have been incorporated into the project, the total increase in GHG emissions onsite from the project would still be substantial. The 2000 MPTP EIR did not identify significant impacts related to GHG emissions because GHG emissions were not incorporated into the CEQA Guidelines until March 18, 2010. GHG emissions are higher for the MPMP Precise Plan as a result of a 17 percent increase in building square footage (600,000 square feet compared to 515,382 square feet) and 6 percent increase in average daily vehicle trips (19,719 compared to 18,674). Since GHG emissions were not identified before, this is considered a new significant impact.

Transportation and Traffic

Impact 5.5-1

Opening Year 2015

Inasmuch as the primary responsibility for approving and/or completing certain improvements located outside the City of Monterey Park lies with agencies other than the City of Monterey Park (i.e., City of Montebello and Caltrans), there is the potential that significant impacts may not be fully mitigated if such improvements are not completed for reasons beyond the City of Monterey Park's control (e.g., the City of Monterey Park cannot undertake or require improvements outside of Monterey Park's jurisdiction or the City cannot construct improvements in the Caltrans right-of-way without Caltrans approval). Should that occur, the project's traffic impact would remain significant.

Impacts that would remain significant and unavoidable from the 2000 MPTP EIR:

- Garfield Avenue/Pomona Boulevard (weekday PM peak)
- Garfield Avenue/Via Campo (weekday PM peak)
- Markland Drive–Vail Drive/Via Campo (weekday PM peak)

New significant and unavoidable impacts associated with the MPMP Precise Plan:

- Wilcox Avenue/Via Campo (weekday PM peak)
- Paramount Boulevard/SR-60 westbound ramps–Market Place Drive (weekday AM peak/weekend midday peak)
- Paramount Boulevard/SR-60 eastbound ramps–Town Center Drive (weekend midday peak)
- Paramount Boulevard/Montebello Boulevard (weekday PM peak)
- Montebello Boulevard/Beverly Boulevard (weekday PM peak)
- Markland Drive/Potrero Grande Drive
- Saturn Street–Greenwood Avenue/Potrero Grande Drive

In addition to the impacts identified above associated with the MPMP Precise Plan, the following additional significant impacts are associated with the small-box alternate scenario:

- Markland Drive/Vail Avenue/Via Campo (weekday AM peak)

Buildout Year 2025

Inasmuch as the primary responsibility for approving and/or completing certain improvements located outside the City of Monterey Park lies with agencies other than the City of Monterey Park (i.e., City of Montebello and Caltrans), there is the potential that significant impacts may not be fully mitigated if such improvements are not completed for reasons beyond the City of Monterey Park's control (e.g., the City of Monterey Park cannot undertake or require improvements outside of Monterey Park's jurisdiction or the City cannot construct improvements in the Caltrans right-of-way without Caltrans approval). Should that occur, the project's traffic impact would remain significant.

Impacts that would remain significant and unavoidable from the 2000 MPTP EIR:

- Wilcox Avenue/Pomona Boulevard (weekday PM peak)
- San Gabriel Boulevard–Paramount Boulevard/Hill Drive (weekday PM peak)

The following intersections would be new significant and unavoidable traffic impacts associated with the MPMP Precise Plan:

- Garfield Avenue/Pomona Boulevard (weekday AM and PM peak)
- Garfield Avenue/Via Campo (weekday PM peak hour)
- Markland Drive–Vail Avenue/Via Campo (weekday PM peak)
- Paramount Boulevard/SR-60 westbound ramps–Market Place Drive (weekday AM and PM peak/weekend midday peak)
- Paramount Boulevard/SR-60 eastbound ramps (weekday PM peak/weekend midday peak)
- Paramount Boulevard/Montebello Boulevard (weekday AM and PM peak)
- Montebello Boulevard/Beverly Boulevard(weekday PM peak)

The following intersection would be a new and significant and unavoidable traffic impact from the MPMP Precise Plan. Mitigation for impacts to this intersection was determined to be infeasible due to right-of-way constraints.

- Wilcox Avenue/Via Campo (weekday AM and PM peak)

In addition to the impacts identified above associated with the MPMP Precise Plan, the following additional significant impacts are associated with the small-box alternate scenario:

- Paramount Boulevard/SR-60 eastbound ramps (weekday AM peak/weekend midday peak)

However, the small-box alternate scenario would have less than significant impacts at the following intersections:

- Markland Drive–Vail Avenue/Via Campo (weekday PM peak)
- Paramount Boulevard/SR-60 eastbound ramps (weekday PM peak/weekend midday peak)

2. Mitigation Monitoring Process

2.1 MITIGATION MONITORING PROGRAM ORGANIZATION

CEQA requires that a reporting or monitoring program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). The mitigation monitoring and reporting program is designed to ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure recommended in the Environmental Impact Report, specifications are made herein that identify the action required and the monitoring that must occur. In addition, a responsible agency is identified for verifying compliance with individual conditions of approval contained in the Mitigation Monitoring Program (MMP). In order to effectively track and document the status of mitigation measures, a mitigation matrix has been prepared and includes:

- Responsibility for implementation
- Timing
- Responsibility for monitoring
- Monitor

Mitigation measure timing of verification has been apportioned into several specific timing increments. Of these, the most common are:

- Prior to project approval
- Prior to issuance of grading permit(s)
- During construction

Information pertaining to compliance with mitigation measures or any necessary modifications or refinements will be documented in the comments portion of the matrix.

Supplement to the Certified 2000 EIR Mitigation Monitoring Program

Since this is a supplemental EIR, the MMP for this project modifies the previously adopted MMP for the Monterey Park Towne Plaza (March 2000). The MMP for the SEIR includes the revised and new mitigation measures for the proposed project. Where appropriate, the timing and responsible agency information from the 2000 MMP has been retained.

2.2 MITIGATION MONITORING PROCEDURES

The City of Monterey Park Development Services Department is the designated lead agency for the Mitigation Monitoring and Reporting Program. The City of Monterey Park includes the Mitigation Measures within the Special Conditions of Approval. The City is responsible for review of all monitoring reports, enforcement actions, and document disposition. The Community Development Department shall designate a Project Mitigation Monitor for the proposed project.

2.2.1 In-Field Monitoring

The Responsible Monitoring Party shall exercise caution and professional practices at all times when monitoring construction. Protective wear (hard hats, glasses, etc.) shall be worn at all times in construction areas. Injuries shall be reported immediately to the Project Mitigation Monitor.

2.2.2 Coordination with Contractors

The construction manager/superintendent is responsible for coordination of contractors and for contractor completion of required measures in accordance with the provisions of this program.

2.2.3 Recognized Experts

The use of recognized experts as a component of the monitoring team is required to ensure compliance with scientific and engineering mitigation measures. While the recognized experts assess compliance with required mitigation measures, consultation with the City of Monterey Park planning staff shall take place in the event of a dispute.

2.2.4 Enforcement

Agencies may enforce conditions of approval through their existing police power, using stop-work orders, fines, infraction citations, loss of entitlements, refusal to issue building permits or certificates of use and occupancy or, in some cases, notice of violation for tax purposes. Criminal misdemeanor sanctions could be available where the agency has adopted an ordinance requiring compliance with the monitoring program, similar to the provision in many zoning ordinances that affirm the enforcement power to bring suit against violators of the ordinances.

3. Mitigation Monitoring Requirements

3.1 CATEGORIZED MITIGATION MEASURES/MATRIX

Project-specific mitigation measures and project design features (PDFs) have been categorized in matrix format, as shown in Table 3-1. The matrix identifies the environmental factor, specific mitigation measures, schedule, and responsible monitor. The mitigation matrix will serve as the basis for scheduling the implementation of, and compliance with, all mitigation measures.

A supplemental EIR only discusses new environmental impacts that would result from a change in the project description between the original and revised projects and it only needs to contain the information necessary to make the previous EIR adequate for the project as revised (CEQA Guidelines Section 15163). To avoid certain environmental impacts, the City of Monterey Park has included certain PDFs, which are considered part of the proposed project. The PDFs are mandatory and will be adopted by the City of Monterey Park as part of the project's conditions of approval. Both the PDFs and mitigation measures are part of the MMP to be implemented by the City of Monterey Park. To provide a complete matrix that may be used for monitoring and enforcement, this mitigation monitoring program includes mitigation measures and project design features associated with the new impacts caused by the proposed project, as well as all mitigation measures which remain effective from the previously certified 2000 MPTP EIR.

3.2 LONG-TERM MONITORING

Long-term monitoring related to several mitigation measures will be required, including fire safety inspections. Postconstruction fire inspections are conducted on a routine basis by the City of Monterey Park Fire Department.

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Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
5.1 AESTHETICS					
PDF 1-1	Signs shall accentuate the architecture of the project and contribute to a lively and visually stimulating experience.	Project applicant	Prior to approval of first certificate of occupancy	Community Development Department	
PDF 1-2	Wayfinding signage shall be located to orient pedestrians to the project site and local transit options and its surroundings. The appearance of directory signs should contribute to the identity of the project.	Project applicant	Prior to approval of first certificate of occupancy	Community Development Department	
PDF 1-3	The location, size and appearance of tenant identification and storefront signs shall lend support to retail activity, complementing the architecture of the building and overall character of the project.	Project applicant	Prior to approval of first certificate of occupancy	Community Development Department	
PDF 1-4	Off-site signs and LED signs shall not be oriented towards residential areas.	Project applicant	Prior to approval of first certificate of occupancy	Community Development Department	
PDF 1-5	Lighting fixtures including lighted signs shall be state-of-the-art and energy-efficient, shall be focused down on buildings and in parking lot areas, and light spill beyond parking lots or roadways on the perimeter of the site shall not be greater than 0.5 footcandles. Light sources shall be shielded and focused to reduce visibility from residential areas and the adjacent freeway.	Project applicant	Prior to the issuance of a building permit	Public Works Department	
PDF 1-6	To minimize the impact of lighted parking areas, the lighting system shall be designed with full cut-off designs (downcast) and should be equipped with the ability to control light fixtures for individual areas at different lighting levels, such as from active operation to security mode.	Project applicant	Prior to the issuance of a building permit	Public Works Department	
PDF 1-7	Prior to the approval of improvement plans for the surface parking areas, the project applicant shall submit a parking and sign lighting plan for review and approval by the Department of Public Works. The lighting plan shall include the amount, location, height, and intensity of sign and parking-area lighting, designed in a manner to reduce potential for light and glare and incidental spillover into adjacent residential properties to the maximum extent feasible, while maintaining public safety and adequate lighting to ensure sign visibility.	Project applicant	Prior to the issuance of a building permit	Public Works Department	
PDF 1-8	Rooftop equipment (e.g. HVAC units, vents, etc.) should be enclosed in architecturally treated parapets that extend at least 12 inches	Project applicant	Prior to the issuance of a building permit	Community Development Department	

Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	above the tallest piece of equipment.				
5.2 AIR QUALITY					
PDF 2-1	The landscape concept for the project is urban in nature and has elements associated both with the "Prairie Style" design and Southern California décor. Landscape selections shall be made to accentuate the design style, but issues such as long-term life span of the trees, drought tolerance, colors, and maintenance requirements shall also be incorporated into the overall design. Landscape plans are subject to the approval of the Planning Division and Design Review process. 1. Plant Materials – All plant materials shall be drawn from the list of suitable plant materials provided in the following table and as stipulated in the Conditions of Approval. Exceptions for the use of other plant materials shall be allowed. Interior trees shall have minimum height of approximately 8-feet during installation, measured to the top of the branches from ground service at tree trunk, with maximum growth height of approximately 30-feet. Exterior trees located along the entryways of the Market Place shall have minimum height of approximately 10-feet installation, and a maximum growth height of approximately 50-feet. SCE has a 15-foot height limit for any plant material under the overhead power lines. 2. Planting Design – Landscaping would be provided along project roadways to accent the entrance and create a framework for the entry that would follow through the entire project site. Various trees would be planted for aesthetic value, as well for shade in the parking areas. Additional landscaping would be placed near proposed buildings to accentuate its architecture style. Landscaping and irrigation plans signed by a landscape architect and/or landscape contractor shall be submitted, subject to the review and approval of the Planning Division of the City. The design patterns of the project's landscaping will provide both formal and informal groupings of deciduous and evergreen shade trees, flowering shrubbery, and ground cover. The following measures incorporate the landscape design character and visual qualities for development with the project.	Project applicant	Prior to the issuance of a building permit	Community Development Department	

Table 3-1
Mitigation Monitoring Requirements

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
a. Landscaping in the interior of the parking area shall be required equal to at least ten percent (10%) of the total area of the parking area. A minimum of three-foot-wide landscaped planter and/or grass area shall be located adjacent to all rights-of-way, and continuously maintained. b. Landscape plans shall include plans for the Landfill Cap area, where no water percolation is permitted. Raised planters and pots shall be used to introduce trees, shrubs and floral materials in this area. Raised planters shall be designed to drain into the storm water drainage system. c. The plans shall show the location of turf, trees, shrubs, walks, fences, and any ponds, fountains or other decorative landscaping features: i. Indicate soils preparation where necessary; ii. Provide a typical planting detail for trees and shrubs; iii. List the botanical and common names of all plants with the quantity of each and their container size; iv. Clearly portray the location, coverage and specifications of the permanent automatic irrigation system. d. Landscaping and irrigation systems shown on approved plans shall be installed as required by the Planning Division. e. An automatic irrigation system shall be installed in all landscaped areas to insure proper maintenance year round. The developer will provide all irrigation systems. These will be segregated into metering zones with individual meters and timers that will provide appropriate irrigation for landscaping throughout the site. These systems will also have rain and moisture detectors in order to prevent over irrigation. All				

Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	systems will be standard in design with typical pop-up heads and flexible raisers.				
PDF 2-2	For proper waste management practices, trash enclosures and/or equipment will be strategically located in the rear of each building as feasible. Solid steel gates shall be utilized as well. Most major tenants will have their own waste management areas within their building footprints in order to maintain the proper visual aesthetics of the center. Public waste management will be accomplished by placing on-site furniture, such as waste receptacles and ash urns, throughout the center. To minimize solid waste generated by the project, the following measures are to be implemented:	Project applicant	Prior to approval of first certificate of occupancy	Community Development Department	
	1. Construction Phase – During project construction, the following practices should be implemented by the project applicant:	Project applicant/construction contractor	During construction	Public Works Department	
	a. Off-site locations for construction waste exported from the project and options for disposal of excess material should be identified. These options may include recycling of materials on-site, sale to a broker or contractor, sale to a project in the vicinity, or transport to an environmentally-cleared landfill.				
	b. The project applicant should offer recyclable building materials, such as asphalt or concrete for sale or removal by private firms or public agencies for use in construction of other projects if all cannot be reused on the project site.				
	2. Operation Phase – During project operations, the following practices should be implemented by the project tenants within their buildings and will be specified in lease agreements with the project applicant:	Project applicant/tenants	During operation	Public Works Department	
	a. Recovery of materials such as aluminum and cardboard;				
	b. Collection of office paper for recycling;				

Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	c. Collection of polystyrene (foam) cups for recycling; d. Collection of glass, plastics, kitchen grease, laser printer toner cartridges, oil, batteries, and scrap metal for recycling or recovery. 3. Design Features – The project applicant, tenants, and/or property owner are strongly encouraged but not required, to implement design features to support solid waste reduction programs, suggestions include: a. Detailing the location and design of on-site recycling facilities; b. Providing on-site recycling receptacles to encourage recycling; c. Facilitating cardboard recycling (especially in retail areas) by providing adequate space and centralized locations for collection and bailing; d. Providing trash compactors for non-recycling materials to reduce the total volume of solid waste and the number of trips required for collection; e. Providing on-site recycling receptacles in feasible locations accessible to the public to encourage recycling of all business, employees, and patrons.				
PDF 2-3	Reduction of trip and travel demand measures are provided in accordance with State Government Code Sections 65089 and 65089.3 (Ord. 1852 § 3(2), 1993). Prior to approval of any development project, the project applicant shall make provision for all of the following applicable transportation demand management and trip reduction measures to promote better air quality. Development Standards for Nonresidential Development of one hundred thousand square feet or more shall comply with this section, and shall additionally provide all of the following measures to the satisfaction of the Planning and Engineering Divisions.	Project applicant	Prior to approval of first certificate of occupancy	Community Development Department	

Table 3-1
Mitigation Monitoring Requirements

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
1. Displayed Information – A bulletin board, display case, or kiosk displaying transportation information located where the greatest number of employees are likely to see it. Information shall include, but is not limited to, the following: a. Current maps, routes and schedules for public transit routers serving the site; b. Telephone numbers for referrals on transportation information, including numbers for regional ridesharing agency and local transit operators; c. Ridesharing promotional materials supplied by commuter-oriented organizations; d. Bicycle route and facility information, including regional/local bicycle maps and bicycle information; e. A listing of facilities available for car-poolers, vanpoolers, bicyclists, transit riders and pedestrians at the site. 2. Vanpool – Not less than 10 percent of employee parking area shall be located as close as practical to the employee entrance(s), and shall be reserved for use by potential carpool/vanpool vehicles, without displacing handicapped and customer parking needs. A statement that preferential carpool/vanpool spaces for employees are available and a description of the method for obtaining such spaces must be included on the required transportation information board. This occurs primarily at the rear of the major retail tenants. a. Spaces will be signed/striped as demand warrants; b. At all times at least one space for projects of fifty thousand square feet to one hundred thousand square feet shall be provided;				

Table 3-1
Mitigation Monitoring Requirements

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
c. Two (2) spaces for projects over one hundred thousand square feet will be signed/striped for carpool/vanpool vehicles; d. Adequate turning radii and parking space dimensions shall also be included in van pool parking areas. 3. Bicycles – Bicycle racks or other secure bicycle parking shall be provided to accommodate four bicycles per the first fifty thousand square feet of nonresidential development; a. Bicycle racks shall accommodate one additional bicycle per each additional fifty thousand square feet of nonresidential development. Calculations which result in a fraction of 0.5 or higher shall be rounded up to the nearest whole number. b. A bicycle parking facility may also be fully enclosed space or locker accessible only to the owner or operator of the bicycle, which protects the bike from inclement weather; c. Specific facilities and location (e.g. provision of racks, lockers, or locked room) shall be to the satisfaction of the Director of Community Development. 4. Safety – A safe and convenient zone in which vanpool and carpool vehicles may deliver or board their passenger. 5. Sidewalks – Sidewalks or other designated pathways following direct and safe routes from the external pedestrian circulation system to each building in the development; 6. Bus Stop – The City will consult with the local bus service providers in determining appropriate improvements. When locating bus stops and/or planning building entrances, entrances must be designed to provide safe efficient access to nearby transit stations/stops.				

Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	7. Circulation – Safe and convenient access from the external circulation system to bicycle parking facilities on site. 8. Employee parking – Employee parking shall be adequately provided within the total number of parking spaces planned for this center. This primarily is located to the rear of the major retail tenants. During peak shopping periods, off-site parking for employees may be installed.				
MM 2-1	The construction contractor shall water a minimum of three times daily for dust control (preferably using reclaimed water) during ground-disturbing activities.	Construction contractor	During construction (ground-disturbing activities)	Construction contractor/Public Works Department	
MM 2-2	The construction contractor shall operate PM_{10}-efficient street sweepers or roadway washing trucks on adjacent roadways to remove dirt dropped by construction vehicles or dried mud carried off by trucks moving or bringing construction materials at least once a day during ground disturbing activities.	Construction contractor	During construction	Construction contractor/Public Works Department	
MM 2-3	The construction contractor shall cover trucks or wet down loads of any dirt hauled to or from the project site. A minimum of 24 inches of freeboard shall be maintained on any soil haul truck.	Construction contractor	During construction	Construction contractor/Public Works Department	
MM 2-4	The construction contractor shall perform low-NO_x emissions tune-ups on onsite equipment operating onsite for more than 60 days.	Construction contractor	During construction	Construction contractor/Public Works Department	
MM 2-5	The construction contractor shall utilize electrical line power instead of portable construction equipment, where feasible.	Construction contractor	During construction	Construction contractor/Public Works Department	
MM 2-6	The construction contractor shall implement a congestion relief program. The congestion relief program shall require the construction contractor to implement the following: 1. Rideshare incentives, such as bus passes, shall be provided for construction personnel by Operating Industries Incorporated or the Construction Contractor. 2. Off-street parking for construction contractors and employees shall be provided.	Construction contractor	During construction	Construction contractor/Public Works Department	

Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	3. Lane closures shall be limited to non-peak traffic hours, as approved by the affected jurisdiction. 4. Receipt of construction materials shall be scheduled for non-peak traffic periods where possible. In addition, receipt of construction materials shall be limited to between the hours of 7 AM and 7PM on weekdays, the hours of 9 AM and 6 PM on Saturdays, and prohibited on Sundays and holidays in accordance with the Monterey Park Municipal Code.				
MM 2-7	The construction contractor shall utilize off-road construction equipment that conforms to Tier 3 of the United States Environmental Protection Agency, or higher emissions standards for construction equipment over 50 horsepower that are commercially available during site preparation (i.e., grading, trenching). The construction contractor shall be made aware of this requirement prior to the start of construction activities. Use of commercially available Tier 3 or higher off-road equipment, or: • year 2006 or newer construction equipment for engines rated equal to 175 horsepower (hp) and greater; • year 2007 and newer construction equipment for engines rated equal to 100 hp but less than 175 hp; and • 2008 and newer construction equipment for engines rated equal to or greater than over 50 hp. The use of such equipment shall be stated on all grading plans. The construction contractor shall maintain a list of all operating equipment in use on the project site during site preparation (e.g., grading, trenching). The construction equipment list shall state the makes, models, and numbers of construction equipment on-site.	Construction contractor	During construction	Construction contractor/Public Works Department	
MM 2-8	Preferential parking spaces for employee carpools and vanpools shall be provided onsite. The location of preferential parking for employees carpool/vanpools shall be shown on the parking plans/Precise Plan for the project to the satisfaction of the Community Services Department.	Project applicant	Prior to recordation of Final Map	Community Development Department	

Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
MM 2-9	The applicant shall submit an onsite circulation plan, including parking lots, that shows the flow of internal traffic to minimize vehicle queuing blocking parking aisles or public streets. The circulation plan shall be designed to the satisfaction of the Community Development Department.	Project applicant	Prior to recordation of Final Map	Community Development Department	
MM 2-10	The applicant shall construct an on-street bus shelter(s) subject to the approval of transit agency staff. A pedestrian pathway from the bus shelter(s) to the project site shall be illuminated to ensure a safe path of travel. The location of the bus shelter, pedestrian pathways, and lighting shall be submitted to the City on the circulation plan and/or lighting plans to the satisfaction of the Community Development Department.	Project applicant	Prior to approval of first certificate of occupancy	Community Development Department	
MM 2-11	The applicant shall connect onsite Class III bicycle lanes with off-site bicycle lanes that will link the facility to designated bicycle paths in Monterey Park. Bicycle circulation shall be shown on circulation plans for the project to the satisfaction of the Community Development Department.	Project applicant	Prior to recordation of Final Map	Community Development Department	
MM 2-12	Bicycle parking facilities, such as bicycle lockers and racks for shoppers and employees, shall be provided onsite to the satisfaction of the Community Development Department. The location of bicycle facilities (e.g., lockers and racks) shall be shown on the Precise Plan for the project.	Project applicant	Prior to approval of first certificate of occupancy	Community Development Department	
MM 2-13	The applicant shall construct onsite pedestrian facilities improvements, such as building access that is physically separated from street and parking lot traffic and walk paths. The circulation plan shall include pedestrian connectivity onsite, and the plan shall be prepared to the satisfaction of the Public Works Department.	Project applicant	Prior to approval of first certificate of occupancy	Public Works Department	
MM 2-14	The applicant shall synchronize or cause to be synchronized traffic signals on intersections abutting the development prior to approval of the first occupancy permit.	Project applicant	Prior to approval of first certificate of occupancy	Public Works Department	

Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
MM 2-15	The applicant shall request in writing that tenants schedule truck deliveries and pickups for off-peak hours where feasible.	Project applicant	During project operation	Community Development Department	
MM 2-16	The applicant shall provide onsite truck loading zones that are shielded from offsite residential areas. The location of loading zones shall be shown on the Precise Plan to the satisfaction of the Community Development Department.	Project applicant	Prior to recordation of Final Map	Community Development Department	
MM 2-17	The applicant shall work with the City to implement or contribute to public outreach programs, which promote alternative methods of transportation such as information kiosks.	Project applicant	During project operation	Community Development Department	
MM 2-18	During all grading activities, the construction contractor shall apply chemical soil stabilizers on inactive areas (i.e., disturbed areas within the site that are unused for four consecutive days).	Construction contractor	During construction grading	Public Works Department	
MM 2-19	Grading operations shall be suspended when wind speeds exceed 25 miles per hour.	Construction contractor	During construction grading	Public Works Department	
5.3 GREENHOUSE GAS EMISSIONS					
MM 3-1	End-of-trip facilities, such as showers, lockers, and changing spaces, shall be provided for every 80 employee parking spaces, and separate facilities for each gender shall be provided for projects with 160 or more parking spaces. Such facilities shall be incorporated into the site plan prior to issuance of a building permit to the satisfaction of the Community Development Department.	Project applicant	Prior to the issuance of a building permit	Community Development Department	
MM 3-2	Two preferential parking spaces for alternative-fueled vehicles, including electric vehicles (EVs) and/or compressed natural gas (CNG) shall be incorporated into the site plan prior to issuance of a building permit to the satisfaction of the Community Development Department. The spaces shall be equipped with vehicle recharging stations with both conductive and inductive charging capabilities.	Project applicant	Prior to the issuance of a building permit	Community Development Department	
MM 3-3	Applicants for new developments shall coordinate with construction contractors to integrate locally made building materials for construction of the proposed project, where feasible.	Construction contractor	During project construction	Community Development Department	

Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
MM 3-4	Prior to the issuance of a building permit, development plans for these structures shall be required to demonstrate that the project achieves a minimum energy efficiency 5 percent above the 2008 Title 24, Part 6, Energy Efficiency Standards for Residential and Nonresidential Buildings, of the California Building Code requirements. Design strategies to meet this standard may include maximizing solar orientation for daylighting and passive heating/cooling, installing appropriate shading devices and landscaping, utilizing natural ventilation, and installing cool roofs. Other techniques include installing insulation (high reflectivity value) and radiant heat barriers, compact fluorescent and/or light emitting diode light bulbs, and low-emissivity window glazing or double-paned windows. Use of photovoltaics (PV) or other onsite generation of technologies that have equivalent energy reductions may be substituted for an increase in energy efficiency.	Project applicant	Prior to the issuance of a building permit	Community Development Department	
MM 3-5	Prior to issuance of a building permit, plans shall show the use of materials that minimize the absorption of solar heat and subsequent transfer of heat to its surrounding environment. Cool pavement materials shall be used for any roadway or walkways as shown on the landscaping plan of the Precise Plan. Examples of materials that could be used include lighter-colored pavement materials, porous materials, or permeable or porous pavement. Additional examples of cool pavement materials are available at: http://www.epa.gov/heatisld/images/extra/level3_pavingproducts/.html or similar websites.	Project applicant	Prior to the issuance of a building permit	Community Development Department	
5.4 NOISE					
MM 4-1	4-1 During construction, the construction site supervisor shall ensure that the following minimum operating distances for construction equipment and the buildings located along Neil Armstrong Drive are maintained: • Loaded trucks and jackhammers – 20 feet • Large construction equipment (equivalent to a large bulldozer) – 40 feet	Construction site supervisor/construction contractor	During construction	Public Works Department	

Table 3-1
Mitigation Monitoring Requirements

Mitigation Measure		Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	• Vibratory roller – 50 feet				
5.5 TRANSPORTATION AND CIRCULATION (PROPOSED PROJECT AND SMALL-BOX RETAIL ALTERNATE LAND USE PLAN)					
MM 5-1	During project construction, over-sized transport vehicles used to haul construction materials and/or debris shall be prohibited from using SR-60 without a transportation permit issued by Caltrans. In addition, over-sized truck trips entering and leaving the project site shall avoid the peak commute periods (7 to 9 AM and 4 to 6 PM). The construction contractor shall monitor all over-sized vehicle activities to ensure compliance with these restrictions.	Construction contractor/Project Applicant	During construction	Public Works Department	
MM 5-2	Prior to issuance of the first Certificate of Occupancy, the Applicant shall pay the costs of constructing the following mitigation unless otherwise provided for in a Development Agreement with the City or a Disposition and Development Agreement with the Redevelopment Agency, which the City and Redevelopment Agency may or may not provide for alternative funding for mitigation through these agreements in their sole and absolute discretion. • Markland Drive/Potrero Grande Drive o Convert the northbound right turn lane to a free right turn lane (no widening of eastbound return lanes required). • Saturn Street–Greenwood Avenue/Potrero Grande Drive o Restripe eastbound approach to include a dedicated right turn lane (no widening required). o Restripe westbound approach to include a dedicated right turn lane (no widening required).	Project Applicant/Public Works Department	Prior to issuance of the first certificate of occupancy	Public Works Department	
MM 5-3	Modify existing traffic signal to provide overlap right turn phasing for the northbound approach to Wilcox Avenue/Via Campo Intersection.	Project Applicant/Public Works Department	Prior to issuance of the first certificate of occupancy	Public Works Department	
MM 5-4	Prior to issuance of the first certificate of occupancy, the Applicant shall pay the costs of constructing the following mitigation unless otherwise provided for in a Development Agreement with the City or a Disposition and Development Agreement with the Redevelopment Agency or unless an established fee program is in place to fund such mitigation, in which case the Applicant shall pay the applicable fees or fair share of the cost of such mitigation. The provision for funding of mitigation through a Development Agreement or Disposition and	Project Applicant/Public Works Department	Prior to issuance of the first certificate of occupancy	Public Works Department	

Table 3-1
Mitigation Monitoring Requirements

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)

Development Agreement or through a fee program may or may not be provided for in the City's and Redevelopment Agency's sole and absolute discretion.
• Garfield Avenue/Pomona Boulevard
  ○ Widen northbound approach and add a second (dual) left turn lane.
  ○ Restripe northbound shared left plus through lane to a dedicated through lane.
• Garfield Avenue/Via Campo
  ○ Restripe the second eastbound through lane to a shared through plus right turn lane.
• Wilcox Avenue/Via Campo
  ○ Modify existing traffic signal to provide overlap right turn phasing for the northbound approach.
• Markland Drive–Vail Drive/Via Campo
  ○ Widen eastbound approach and add a dedicated left turn lane, OR convert the inside westbound through return lane to a left turn lane, which would not require any roadway widening. Two westbound return lanes are not required at this intersection.
  ○ Restripe eastbound shared left plus through lane to a dedicated through lane.
• Paramount Boulevard/SR-60 westbound ramps–Market Place Drive
  ○ Widen eastbound approach to have: 1) left turn lane; and 2) two dedicated right turn lanes.
  ○ Provide a second (dual) left turn on the northbound approach.
  ○ Widen the westbound approach to provide a second (dual) left turn lane, one through lane, and a dedicated right turn lane.
• Paramount Boulevard/SR-60 eastbound ramps–Town Center Drive				

Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	○ Widen eastbound approach to have: 1) left turn lane; 2) shared left plus through lane; 3) shared through plus right turn lane; and 4) dedicated right turn lane. ○ Widen the westbound approach to have: 1) left turn lane; 2) shared left plus right turn lane; and 3) dedicated right turn lane. • Paramount Boulevard/Montebello Boulevard ○ Consistent with the mitigation measures in the "Traffic Impact Study: Montebello Hills Specific Plan" (KOA 2009), implement Intelligent Transportation System measures such as signal coordination with the adjacent ramp intersections, and provide improved overhead signage to direct off-ramp traffic. • Montebello Boulevard/Beverly Boulevard ○ Restripe the northbound right turn lane to a shared through plus right turn lane for a total of three through lanes through the intersection. ○ Stripe a third northbound through lane on Montebello Boulevard that can be tapered back to two lanes before Victoria Avenue. On-street parking on the east side of Montebello Boulevard will have to be prohibited, at least during the PM peak hour.				
MM 5-5	Prior to issuance of the last certificate of occupancy, the Applicant shall pay the costs of constructing the following mitigation unless otherwise provided for in a Development Agreement with the City or a Disposition and Development Agreement with the Agency, which the City and Agency may or may not provide for alternative funding for mitigation through these agreements in their sole and absolute discretion: • Wilcox Avenue/Pomona Boulevard Prohibit on-street parking for 200 feet on the north side of Pomona Boulevard and restripe the parking lane to a dedicated westbound right turn lane.	Project Applicant/Public Works Department	Prior to issuance of the last certificate of occupancy	Public Works Department	
MM 5-6	Prior to issuance of the last Certificate of Occupancy, the Applicant	Project Applicant/Public	Prior to issuance of the last	Public Works Department	

Table 3-1
Mitigation Monitoring Requirements

Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
shall pay the costs of constructing the following mitigation unless otherwise provided for in a Development Agreement with the City or a Disposition and Development Agreement with the Agency or unless an established fee program is in place to fund such mitigation, in which case the Applicant shall pay the applicable fees or fair share of the cost of such mitigation. The provision for funding of mitigation through a Development Agreement or Disposition and Development Agreement or through a fee program may or may not be provided for in the City's and Agency's sole and absolute discretion. • Garfield Avenue/Pomona Boulevard o Widen northbound approach and add a second (dual) left turn lane. o Restripe northbound shared left plus through lane to a dedicated through lane. o Restripe the #2 southbound through lane to a shared through plus right turn lane. • Garfield Avenue/Via Campo o Restripe the second eastbound through lane to a shared through plus right turn lane. • Markland Drive–Vail Drive/Via Campo o Restripe southbound approach to include a dedicated right turn lane (no widening required). o The project's fair-share percentage is 17.4 percent (PM peak hour) • San Gabriel Boulevard–Paramount Boulevard/Hill Drive o Restripe southbound approach to include a dedicated right turn lane (no widening required). • Paramount Boulevard/SR 60 westbound ramps–Market Place Drive o Widen eastbound approach to have: 1) left turn lane; and 2) two dedicated right turn lanes. o Provide a second (dual) left turn on the northbound approach.	Works Department	certificate of occupancy		

Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	○ Widen the westbound approach to provide a second (dual) left turn lane, one through lane, and a dedicated right turn lane. ○ Modify signal to provide overlap right turn phasing for the northbound, eastbound, and westbound approaches. • Paramount Boulevard/SR 60 eastbound ramps–Town Center Drive ○ Widen the eastbound (off-ramp) approach and add a shared through plus right turn lane. • Paramount Boulevard/Montebello Boulevard ○ Consistent with the mitigation measures in the Traffic Impact Study – Montebello Hills Specific Plan (KOA 2009), implement Intelligent Transportation System measures such as signal coordination with the adjacent ramp intersections, and provide improved overhead signage to direct off-ramp traffic. • Montebello Boulevard/Beverly Boulevard ○ Restripe the northbound right turn lane to a shared through plus right turn lane for a total of three through lanes through the intersection. ○ Stripe a third northbound through lane on Montebello Boulevard that can be tapered back to two lanes before Victoria Avenue. On-street parking on the east side of Montebello Boulevard will have to be prohibited, at least during the PM peak hour.				
5.6 UTILITIES AND SERVICE SYSTEMS					
MM 6-1	The project applicant shall upgrade 1,000 feet of the 8-inch water line in Saturn Street between South Orange Avenue and Potrero Grande Drive to a 16-inch line.	Project applicant	Prior to issuance of first occupancy permit	Public Works Department	
MM 6-2	The project applicant shall install automatic sprinkler systems with adequate pressure to irrigate landscaping. The sprinkler system shall have the capacity to be connected to future recycled water distribution systems when they become available and be programmed to operate	Project applicant	Prior to issuance of first occupancy permit	Public Works Department/Community Development Department	

Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	during the cooler periods of the day (evening and early morning) to minimize water loss from evaporation, thereby ensuring the efficient use of irrigation water. Landscape irrigation schedules shall be adjusted to accommodate the seasons.				
MM 6-3	The project applicant shall use drought-tolerant, low-water-consuming plant varieties to reduce irrigation water consumption in new landscaped areas. Should recycled water become available for the project site, all planted areas shall be irrigated with recycled water.	Project applicant	Prior to issuance of first occupancy permit	Public Works Department/Community Development Department	
MM 6-4	Prior to the issuance of first occupancy permit, the project applicant shall demonstrate that efficient irrigation systems have been installed, minimizing runoff and evaporation and maximizing the amount of water that reaches plant roots.	Project applicant	Prior to the issuance of first occupancy permit	Public Works Department/Community Development Department	
MM 6-5	Prior to the issuance of first occupancy permit, the project applicant shall demonstrate that water-efficient design features, including but not limited to lower-volume water faucets (2 gallon per minute), low-flow toilets (1.28 average gallons per flush), waterless water heaters, waterless urinals, automatic on and off water faucets, and water-efficient appliances, have been installed in new construction.	Project applicant	Prior to the issuance of first occupancy permit	Public Works Department/Community Development Department	

Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
MM 6-6	Prior to the issuance of first occupancy permit, the project applicant shall demonstrate that buildings are engineered with recirculating hot water systems in long piping systems (where water must be run for considerable periods before hot water is received at the outlet).	Project applicant	Prior to the issuance of first occupancy permit	Public Works Department	
MM 6-7	Prior to issuance of the first certificate of occupancy, the project applicant shall upgrade the 1,500 feet of 8-inch water main in Potrero Grande Drive east of Atlas Avenue with a 12-inch water main.	Project applicant	Prior to the issuance of first occupancy permit	Public Works Department	
MM 6-8	Prior to issuance of the first certificate of occupancy, the project applicant shall upgrade approximately 500 feet of the 12-inch water main in Greenwood Avenue with a 16-inch water main from Potrero Grande Drive to the terminus of Greenwood Avenue.	Project applicant	Prior to the issuance of first occupancy permit	Public Works Department	
MM 6-9	Prior to issuance of the first certificate of occupancy, the project applicant shall replace approximately 300 feet of the 6-inch water main with a 12-inch main between Taylor Drive and the existing 12-inch main in Orange Avenue.	Project applicant	Prior to the issuance of first occupancy permit	Public Works Department	
MM 6-10	The City shall continue to collaborate with the San Gabriel Valley Municipal Water District (SGVMWD) to ensure that available water supplies meet anticipated demand in accordance with both the City's and SGVMWD's 2010 Urban Water Management Plans.	Public Works Department/Community Development Department	Ongoing	Public Works Department/Community Development Department	
MM 6-11	Prior to issuance of first occupancy permits, the project applicant shall prepare a water conservation comparison that demonstrates how the project can reduce water consumption by 5 percent over the 20x2020 requirements, for a 25 percent total reduction when compared to the project's water demand on Table 5.6-6 of the DEIR. The reduction in water consumption shall be demonstrated through the use of project design features that include, but are not limited to, the features described in Mitigation Measures 6-1 through 6-6 and described in the City's 2010 mandatory conservation ordinance.	Project applicant	Prior to the issuance of first occupancy permit	Public Works Department/Community Development Department	
MM 6-12	The project applicant shall install time controlled systems for exterior building lights, parking areas, and outdoor signs to reduce energy consumption. These systems shall be programmed to account for variations in seasonal daylight times.	Project applicant	Prior to the issuance of first occupancy permit	Public Works Department/Community Development Department	
MM 6-13	The applicant shall use lighter-colored or earth-toned building material and landscaping to reduce energy use, as shown in the Precise Plan.	Project applicant	Prior to the issuance of a building permit	Community Development Department	

Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	Exteriors shall incorporate lighter colors that would reflect sunlight and reduce "heat sinks." The incorporation of lighter colors should be used in areas where they do not conflict with tenant branding.				
MM 6-14	High-efficiency lamps shall be installed for all street and parking lot lighting to reduce electricity consumption.	Project applicant	Prior to the issuance of first occupancy permit	Public Works Department	
MITIGATION MEASURES INCORPORATED FROM THE 2000 MONTEREY PARK TOWNE PLAZA EIR					
3.4 GEOLOGY/SEISMICITY					
MM 3.4-1	As a precursor to initiation of the Proposed Action, closure of the North Parcel of the OII Landfill must be completed in accordance with USEPA and CIWMB requirements. As part of the Superfund process, the USEPA shall require the applicant to submit additional work plans, predesign, and construction related documents for the proposed project. The USEPA shall conduct detailed technical reviews of the documents, and subject to approval, can authorize commencement of remedial activities which are a prerequisite for development activities. The applicant shall also include an analysis of the impacts to the project of a catastrophic failure of the South Parcel OII Landfill slope (parallel to and immediately south of the Pomona Freeway) as suggested by the USEPA. Final USEPA approval shall be provided to the City of Monterey Park prior to approval of grading permits for the landfill area of the site.	Project applicant	Prior to issuance of grading permits	Public Works Department	
MM 3-4.2	Prior to the issuance of a grading permit for the project, a complete geotechnical report, subject to approval from the City of Monterey Park Building and Safety Division, shall be prepared by a California certified engineering geologist and a California registered geotechnical engineer with experience at landfill sites and previously contaminated sites. In addition to using the available site information the report will require supplemental field investigation, testing, and analysis to provide geotechnical design parameters for all aspects of the project. Included in the report shall be an analysis of the effects of settlement on the development in the closed landfill area of the site, and recommendations for on-going maintenance as needed.	Project applicant	Prior to issuance of grading permits	Public Works Department	
MM 3-4.3	The project shall adhere to the recommendations of the RAP and the project geotechnical reports as approved by the Building and Safety	Project applicant	Prior to issuance of grading permits	USEPA and Public Works Department	

Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	Division for foundation, excavation, subdrain and surface drainage systems and other geotechnical components of project design. The Applicant shall provide written clearance from the USEPA prior to the initiation of grading activities within the former landfill areas of the project site, and for formerly contaminated areas of the site. This clearance shall be supported by submission of all requisite documentation and a mitigation monitoring plan as needed and deemed acceptable to the City of Monterey Park. The City Engineer of the City's Building and Safety Division shall review and approve the foundation plans prior to the issuance of any building permits.				
MM 3.4-4	The geotechnical report shall require in-grading geologic inspections to locate geologic faults exposed in cut slopes and excavation services. Recommendations shall be made by the geotechnical engineer with regard to the need for measures to prevent negative effects to project structures from seismically induced differential movement across those faults. Similar recommendations shall be made with regard to construction over cut/fill transition zones.	Project applicant	Prior to issuance of grading permits	Public Works Department	
MM 3.4-5	The applicant shall complete freeway berm removal work in accordance with an approved work plan detailing the lead-soil excavation, handling and placement. The USEPA and California DTSC shall approve said work plan prior to the issuance of grading permits in the affected areas. Where possible, aerially lead impacted soil shall be disposed of within the final closed North Parcel OII landfill in accordance with the DTSC lead variance. If the lead concentration exceeds the amount allowable under the lead variance, then the lead impacted soil shall be disposed of in a Class I landfill.	Project applicant	Prior to issuance of grading permits	Public Works Department	
HAZARDS AND HAZARDOUS MATERIALS					
MM 3.5-1	Since the final permeable landfill cap will be penetrated by both gas collection wells and foundation support piles, the cap shall be designed to provide a seal around these penetrations. Cap design around both wells and piles shall be able to maintain its seal as the landfill materials settle, as much as 2.5 feet, plus any appropriate factor of safety. Designs for penetration shall be reviewed by a certified engineering geologist and a certified hydrogeologist prior to being submitted to the USEPA for approval.	Project applicant	Prior to issuance of grading permits	Public Works Department	

Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
MM 3.5-2	Installation of both gas collection wells and foundation support piles will generate potentially hazardous waste contaminated with lead and petroleum-based products. Therefore, all installations shall be done by personnel trained and certified to conduct work in hazardous materials. A Work Plan, along with a Health and Safety Plan, shall be prepared and submitted to the regulatory agencies with jurisdiction for approval prior to beginning work. Air monitoring shall be conducted during drilling operations to insure that workers are not exposed to inhalation of potentially hazardous materials. In addition, all materials excavated during drilling operations shall be collected, handled and disposed of in accordance with applicable hazardous waste regulations. Use of "driven" piles shall eliminate the generation of, and thus exposure to, hazardous waste associated with drilling. For areas of the project site outside the landfill area, risk based remediation shall be considered. It is also possible that passive remediation techniques (natural attenuation, bio-venting, or others) can be applied with regulatory agency approval. Application of these remediation techniques for impacted soils could eliminate the need to excavate and transport contaminated soil to the landfill, and thus reduce the potential for adverse impacts. Differential settlement of the landfill surface has the potential to rupture lateral collection pipes or sever connections to monitoring probes. Proposed inspection procedures for passive gas collection system must insure proper operation of this system. In addition to risers, the inspection system must insure the structural integrity of collection lateral pipes. Periodic injection and extraction tests should be conducted to determine actual flow continuity and confirm sensor operation.	Project applicant	Prior to issuance of grading permits	Public Works Department	
FIRE PROTECTION					
MM 3.11-1	The project applicant shall pay the required Public Safety Impact Fee.	Project applicant	Prior to issuance of a building permit	Community Development Department	
MM 3.11-2	Building permits issued for the project shall be consistent with the most recently adopted Uniform Building Code (UBC) and the City Fire	Project applicant	Prior to issuance of a building permit	Community Development Department	

Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	Code.				
MM 3.11-3	All structures associated with the proposed project shall be completely installed with sprinklers, with standpipe spacing plans to be reviewed and approved by the Fire Department. Plans and specifications for the sprinkler system shall be submitted to the Fire Department for review and approval prior to construction plan approval.	Project applicant	Prior to issuance of a building permit	Fire Department	
MM 3.11-4	Access points for the purpose of rescue shall be provided within all structures associated with the proposed project. The access points shall be reviewed and approved by the Fire Department prior to construction plan approval.	Project applicant	Prior to issuance of a building permit	Fire Department	
MM 3.11-5	Fire hydrants shall be placed at approximately 300-foot intervals around the entire project site. Exact fire flow requirements and fire hydrant locations shall be first determined by the Fire Department.	Project applicant	Prior to the issuance of first occupancy permit	Fire Department	
MM 3.11-6	Fire resistant construction meeting City requirements shall be incorporated into the building design.	Project applicant	Prior to issuance of a building permit	Community Development Department	
POLICE PROTECTION					
MM 3.12-1	The project applicant shall pay the required Public Safety Impact Fee.	Project applicant	Prior to issuance of a building permit	Community Development Department	
MM 3.12-2	Prior to construction of the proposed project, the MPPD shall be consulted and included in the planning of the following project components: • Landscaping • Parking structure lighting • Placement of security monitors • Building design • Restroom design and location • Parking availability and restrictions surrounding the facility	Project applicant	Prior to issuance of a building permit	Police Department	
MM 3.12-3	An on-site security system, which includes security guards, alarms, and access limits after hours, shall be provided for the proposed project. The project applicant shall consult with MPPD regarding the features of this system.	Project applicant	Prior to the issuance of first occupancy permit	Police Department	
MM 3.12-4	Visually isolated pockets within the development shall be minimized. Emergency exit doors that have partially enclosing angled walls shall	Project applicant	Prior to issuance of a building permit	Police Department	

Table 3-1
Mitigation Monitoring Requirements

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	be secured with the intent of preventing access to these areas.				
MM 3.12-5	Project landscaping shall utilize irrigation systems to deter loitering or sleeping in such areas.	Project applicant	Prior to issuance of a building permit	Public Works Department	
MM 3.12-6	Street and landscape lighting acceptable to the City Engineer shall be installed along the streets on each side of the development. Such lighting should be designed to minimize illumination impacts to adjacent residents.	Project applicant	Prior to the issuance of a building permit	Public Works Department	
MM 3.12-7	The surface parking lot shall be well illuminated. Such lighting should be designed to minimize illumination impacts on adjacent residents.	Project applicant	Prior to the issuance of a building permit	Community Development Department	
MM 3.12-8	Upon completion of the proposed project, the applicant shall provide the MPPD with a site plan of the project. The plan shall include access routes, unit and/or building numbers, and any information that in the judgment of the Police Department might facilitate police response and/or minimize service requirements.	Project applicant	Prior to the issuance of first occupancy permit	Police Department	
MM 3.12-9	Clearly identifiable address indicators shall be provided on all buildings.	Project applicant	Prior to the issuance of first occupancy permit	Public Works Department	
MM 3.12-10	Project tenants shall discourage loitering of people and vehicles in parking areas.	Project tenants	During operation	Police Department	
MM 3.12-11	The project applicant shall erect appropriate and aesthetically pleasing barriers (i.e. gates, fences, shrubbery) along property boundaries to minimize human intrusion into landscaped buffer areas.	Project applicant	Prior to the issuance of first occupancy permit	Public Works Department	

4. Mitigation Monitoring Reports

Mitigation monitoring reports are required to document compliance with the Mitigation Monitoring Program and to dispute arbitration enforcement resolution. Specific reports include:

- Field Check Report
- Implementation Compliance Report
- Arbitration/Enforcement Report

4.1 FIELD CHECK REPORT

Field check reports are required to record in-field compliance and conditions.

4.2 IMPLEMENTATION COMPLIANCE REPORT

The Implementation Compliance Report (ICR) is prepared to document the implementation of mitigation measures on a phased basis, based on the information in Table 3-1. The report summarizes implementation compliance, including mitigation measures, date completed, and monitor's signature.

4.3 ARBITRATION/ENFORCEMENT REPORT

The Arbitration/Enforcement Report (AER) is prepared to document the outcome of arbitration committee review and becomes a portion of the ICR.

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5. Report Preparation

5.1 LIST OF PREPARERS

The Planning Center

William Halligan, Esq.
Vice President, Environmental Services

Leah Boyer
Associate Planner

City of Monterey Park

Jim Basham
Development Services Director

6. Report Preparation

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ATTACHMENT 2

Draft Ordinance - Development Agreement (DA-23-01)

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND MONTEREY PARK RETAIL PARTNERS, LLC TO FACILITATE THE DEVELOPMENT OF THE MONTEREY PARK MARKET PLACE

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. *Recitals*. The City Council finds and declares as follows:

A. Monterey Park Retail Partners, LLC, a California Limited Liability Company ("Developer") entered into a development agreement dated January 16, 2013 (the "Development Agreement") with the City of Monterey Park ("City"), in connection with developing a commercial retail shopping center consisting of approximately 500,000 square feet and a minimum of 1,924 parking spaces on the Oil Cleanup/Edison site (the "Property"), as further described in the precise plan and tentative map approved in conjunction with the Development Agreement, known and referred to as the Monterey Park Market Place (the "Approved Project").

B. Developer and its affiliates propose to amend and restate the Development Agreement (the "Amended and Restated Development Agreement") in connection with possible revisions to the Approved Project to allow the development of its final phase with retail, auto dealership, last mile distribution, and/or warehouse uses, parking, and related improvements, as further described in the specific plan ("Specific Plan") being considered in conjunction with the Amended and Restated Development Agreement (the "Project"). The Amended and Restated Development Agreement is attached to this Ordinance as Exhibit "A," and incorporated by reference.

C. The City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq*., the "CEQA Guidelines").

D. On 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.

ATTACHMENT 3

City Council Staff Report, dated June 7, 2023 (without attachments)

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

City Council Staff Report

DATE: June 21, 2023

AGENDA ITEM NO: Consent Calendar - 3H

TO: The Honorable Mayor and City Council

FROM: Inez Alvarez, Assistant City Manager

SUBJECT: Authorize the City Manager to execute a license agreement with Chinatown Service Center to utilize the Sierra Vista Community Center as a temporary MPK Hope Resiliency Center to provide mental health and wellness services in the wake of the January 21st shooting

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager, or designee, to execute a license agreement, in a form approved by the City Attorney with Chinatown Service Center to utilize the Sierra Vista Community Center as a temporary MPK Hope Resiliency Center to provide mental health and wellness services;
2. Determining whether to advance the rental and janitorial costs of the Sierra Vista Community Center until Antiterrorism Emergency Assistance Program (AEAP) grant funds are disbursed; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Beginning in January 2023 Chinatown Service Center (CSC) spearheaded the efforts to assist with the mental health and wellness of community members following the January 21, 2023 mass shooting at the Star Ballroom dance studio.

In March 2023 Chinatown Service Center was invited to apply for the Antiterrorism Emergency Assistance Program (AEAP) grant from the Federal Office for Victims of Crime (OVC) to fund the establishment of a Community Resiliency Center to serve the victims and community members affected by the incident. This grant guarantees Resiliency Center funding to affected communities, however disbursement is not immediate and it can take up to 18 months for agencies to receive funds.

Chinatown Service Center is seeking a location for a temporary Community Resiliency Center while they work on identifying a permanent location. City staff have worked with CSC to find potential City facilities to house a temporary Community Resiliency Center and have identified the Sierra Vista Community Center as a site.

The City would like to execute a license agreement with Chinatown Service Center for use of the Sierra Vista Community Center until December 31, 2023. As part of the

license agreement, the City will provide the space for Chinatown Service Center to provide individual and group therapy, wellness activities, tai chi and meditation and other activities for the community.

Staff is recommending City Council authorize the City Manager, or designee, to execute a license agreement, in a form approved by the City Attorney, to use the Sierra Vista Community Center to provide a temporary Community Resiliency Center.

BACKGROUND:

In March 2023 Chinatown Service Center was invited to apply for the Antiterrorism Emergency Assistance Program grant by consultants of the Federal government with the Office for Victims of Crime (OVC). AEAP grants are available by OVC invitation only. Shortly after an event, OVC will contact officials in the jurisdiction where the incident occurred to discuss the scope of victims' needs and explain what resources may be available. These grants are offered to communities where mass casualty incidents have occurred and provide funding for resources and services to victims and residents beyond the acute phase of an incident in the form of a Community Resiliency Center.

The Office for Victims of Crime describes the purpose of a Community Resiliency Center as, "providing a safe and supportive healing environment for affected individuals and groups seeking to improve their emotional and physical health related to the trauma they experienced due to a mass violence incident."

Since the invitation, CSC conducted four large community stakeholder meetings and many additional meetings with individuals and organizations to gather information in order to complete a needs assessment for a Community Resiliency Center. Through these meetings, CSC concluded the Resiliency Center will best serve the community with the following core services: counseling (individual and group), outreach and engagement, wellness workshops and community activities. Special attention has also been given to healing practices of the diverse faith communities in Monterey Park and the surrounding areas such as Buddhist meditation, chanting and walking meditation.

CSC will lead the Resiliency Center operations and manage the core services identified. CSC anticipates that the operations of the Resiliency Center and the services offered will evolve and adapt according to the community's needs.

City staff and elected officials have been involved in the stakeholder meetings since their inception and have worked with CSC to identify a potential space within the City that meets their needs for a temporary center. Staff will also assist with identifying vacant commercial spaces in the City for a more long-term solution.

The ideal square footage is around 3,000 square feet and the space should accommodate the following operations:

- Individual rooms for therapy
- Multipurpose spaces to accommodate groups programs of at least 25 attendees
- An office space for staff to manage operations and the facility
- An outdoor space for activities such as yoga and tai chi
- Storage space for supplies and materials
- An optional kitchen space

In late May, staff from CSC and the City toured two City facilities, El Encanto and the Sierra Vista Community Center, and identified the Sierra Vista Community Center as a potential temporary space for the MPK Hope Resiliency Center. The Sierra Vista Community Center measures 2,416 square feet and meets most of the needs identified by CSC. It has outdoor space, an office, storage space, a multipurpose space that can be split with an accordion wall, and public restroom facilities.

Following the identification of the Sierra Vista Community Center as a potential location, Chinatown Service Center also provided a draft budget of their total operational costs for the first 20 months of the Resiliency Center. Estimated costs included staffing and benefits, travel, supplies, contracts, utilities, outreach, promotion, and insurance costs for Chinatown Service Center to operate the Resiliency Center.

FISCAL IMPACT:

The current market rate of commercial space in Monterey Park is $2.21 per square foot, as determined in a lease comps report prepared by the Economic Development Manager. At 2,416 square feet, the rental cost for the Sierra Vista Community Center is $5,339.00 per month. Janitorial services for the facility are estimated to be $1,380 per month. The rental and janitorial costs would total $40,314 for a six-month term.

This cost would also include utilities for the building, landscaping costs, security cameras, and facility maintenance as in-kind contributions. The City can also offer use of some office furniture, office equipment, advertising and marketing support and promotional assistance through City media channels to help offset start-up costs.

Chinatown Service Center is currently writing the Antiterrorism and Emergency Assistance Program (AEAP) grant which includes funding for rental space for the Community Resiliency Center at market rate. However, the disbursement of funds may take up to 18 months from submission of the application.

Council may elect to postpone collection of the rental and janitorial costs of the Sierra Vista Community Center totaling $40,314 until the AEAP grant funds are received.

Respectfully submitted by:

Inez Alvarez
Assistant City Manager

Prepared by:

Diana Garcia
City Librarian

Prepared by:

Robert Aguirre
Recreation and Community
Services Director

Reviewed by:

Martha Garcia
Finance Director

Approved by:

Ron Bow
City Manager

Justin A. Tamayo
Deputy City Attorney

ATTACHMENT(S):

1. Draft License Agreement and Exhibit A

ATTACHMENT 1
Draft License Agreement and Exhibit A

LICENSE AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND CHINATOWN SERVICE CENTER

THIS LICENSE is made and executed this 21st day of June 2023, between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), and CHINATOWN SERVICE CENTER, a California public benefit corporation ("LICENSEE"). The Parties agree as follows:

1. **LICENSE; DESCRIPTION OF PROPERTY.** CITY licenses LICENSEE to use, on the terms and conditions in this License, space indicated in attached "Exhibit A," which is incorporated by reference, located at 311 RURAL DRIVE, 91754 commonly referred to as SIERRA VISTA COMMUNITY CENTER ("Property"). CITY's action is not, and cannot be construed to be, a conveyance of a property interest or a lease; it is a license to use property only.

2. **USE OF PROPERTY**.

A. LICENSEE may temporarily use the Property for the purposes of conducting outreach services, informing community members of available programs and services, providing counseling and connecting community members with resources.

B. CITY may change, amend, or terminate LICENSEE's use of the Property at any time, and in its sole discretion, verbally or in writing.

3. **TERM**. Except as provided in Section 4, the term of this license will begin on March 15, 2023 and end on December 31, 2023. Upon mutual written agreement between the parties, this License may be renewed for additional time.

4. **TERMINATION**.

A. As stated above, CITY may terminate this License at any time with or without cause. Termination will be effective upon notification unless CITY specifies otherwise.

B. LICENSEE may terminate this License at any time in writing at least five days before the effective termination date.

C. By executing this document, LICENSEE waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

D. Upon termination, LICENSEE will remove all personal property and improvements from the Property within two days. The Property will be left in a clean and orderly fashion.

5. **RELOCATION BENEFITS**. LICENSEE acknowledges that it has been informed that CITY is a public entity and that the Property was previously acquired by CITY for a public purpose. LICENSEE further acknowledges that any rights acquired under this License arose after the date of acquisition of the Property and that said rights are subject to termination when space is needed by CITY. LICENSEE hereby acknowledges that at the time of said termination of this License by CITY, it will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

6. **ALTERATIONS**. LICENSEE will not make, or cause to be made, any alterations to the Property, or any part thereof, without CITY's prior written consent.

7. **HAZARDOUS/TOXIC WASTE**. CITY has not, nor, to CITY's knowledge, has any third party used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the Property in violation of any law or regulation. LICENSEE agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within the Property in violation of any law or regulation. LICENSEE agrees to defend and indemnify CITY, to the extent stated in Section 10, against any and all losses, liabilities, claims or costs arising from any breach of any warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

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

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

10. **INDEMNIFICATION**.

A. LICENSEE will hold CITY harmless and free from any and all liability arising out of this License, or its performance. Should CITY be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this License, or its performance, pursuant to this License, LICENSEE will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

C. LICENSEE expressly agrees that this release, waiver, and indemnity agreement is

intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

D. It is expressly understood and agreed that the foregoing provisions will survive termination of this License.

E. The requirements as to the types and limits of insurance coverage to be maintained by LICENSEE as required by Section 11 below, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by LICENSEE pursuant to this License, including but not limited to the provisions concerning indemnification.

11. **INSURANCE**.

A. Before commencing performance under this License, and at all other times this License is effective, LICENSEE will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial general liability:	$2,000,000 per occurrence
Workers compensation	Statutory limits

B. Commercial general liability insurance will meet or exceed the requirements of the most current ISO Forms. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable except upon 30 days prior written notice to CITY except for nonpayment of premiums which may be cancelable upon ten day notice.

C. LICENSEE will furnish to CITY duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this License and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to

mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

D. Should LICENSEE, for any reason, fail to obtain and maintain the insurance required by this License, CITY may obtain such coverage at LICENSEE's expense and charge the cost of such insurance to LICENSEE under this License or terminate pursuant to Section 4.

12. **COMPLIANCE WITH LAW**. LICENSEE will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to the Property and will faithfully observe in the use of the Property all applicable laws. The judgment of any court of competent jurisdiction, or the admission of LICENSEE in any action or proceeding against LICENSEE, whether CITY be a party thereto or not, that LICENSEE has violated any such ordinance or statute in the use of the Property will be conclusive of that fact as between CITY and LICENSEE.

13. **POSSESSORY INTEREST TAXES.** This License is not intended to give LICENSEE a property interest in the Property. However, LICENSEE is informed by CITY pursuant to Revenue & Taxation Code § 107.6 that any property interest in the Property may be subject to property taxation if created and that LICENSEE may be subject to the payment of property taxes levied on such interest. LICENSEE may not deduct such amount from payments to CITY.

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

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

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

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

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

Chinatown Service Center
Attention: Peter Ng, CEO
767 N. Hill Street, Ste. 400
Los Angeles, CA, 90012

or to CITY at:

City of Monterey Park
Attention: City Manager, Ron Bow
320 W. Newmark Ave. Monterey Park, CA 91754

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

19. **ACCEPTANCE OF ELECTRONIC SIGNATURES**. The Parties agree that agreements ancillary to this License and related documents to be entered into in connection with this License will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

20. **GOVERNING LAW.** This License has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this License will be in Los Angeles County.

21. **PARTIAL INVALIDITY.** Should any provision of this License be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this License will remain in effect, unimpaired by the holding.

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

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

24. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this License and to engage in the actions described herein. This License may be modified by written agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

25. **COUNTERPARTS.** This License may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

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

CITY OF MONTEREY PARK

_____
Ron Bow,
City Manager

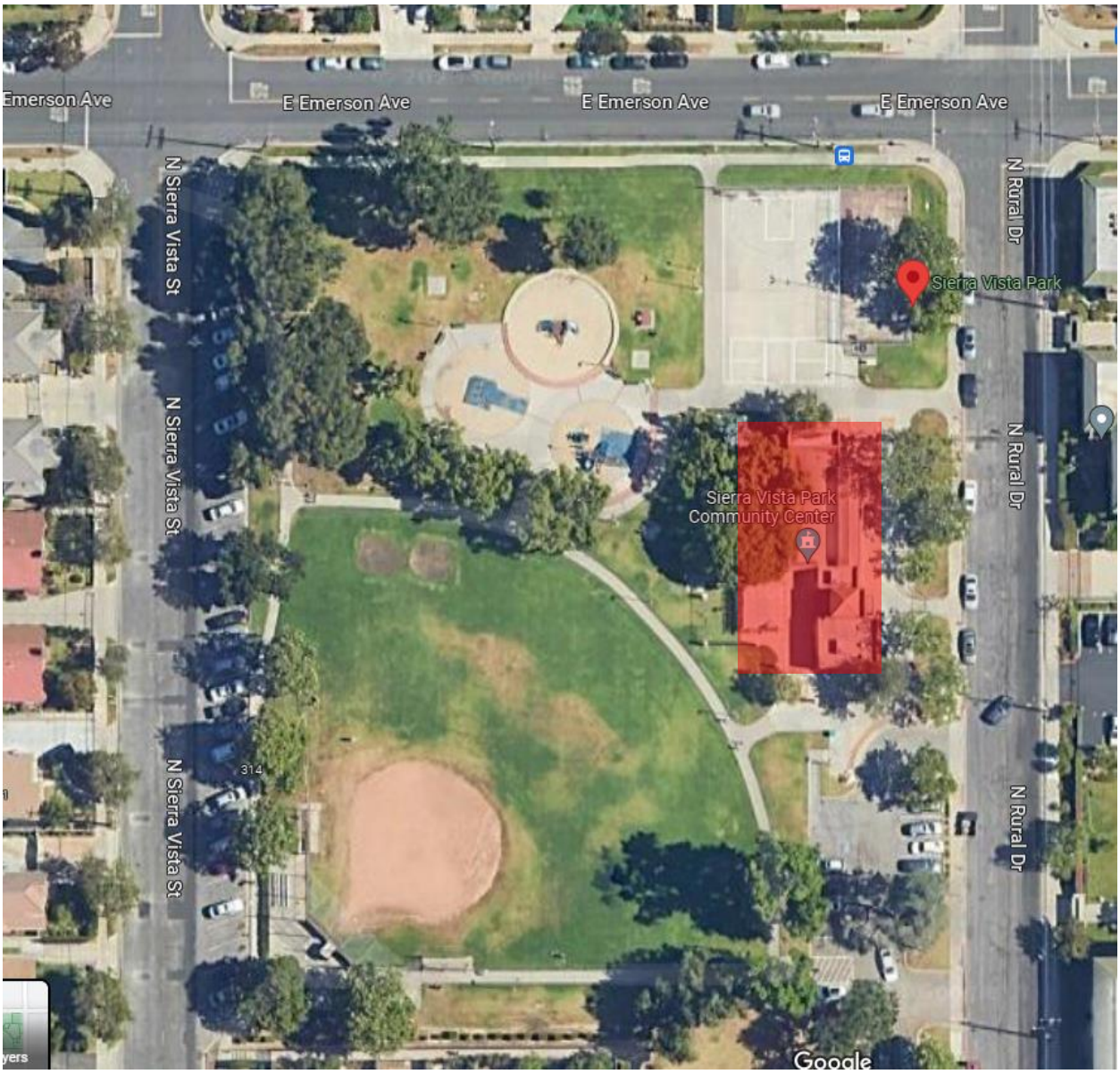
LICENSEE,

_____
Peter Ng,
Chief Executive Officer

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

Exhibit A: Map of Sierra Vista Community Center Located at 311 Rural Drive, Monterey Park, CA 91754



City Council Staff Report

DATE: June 21, 2023

AGENDA ITEM NO: Consent Calendar - 3I

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Consideration of Map No. 71473 for a Subdivision of Single Lot to Facilitate a Four-Unit Residential Development, Located at the southeast corner of South Orange Ave and Pepper Street

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution approving Parcel Map No. 71473;
2. Authorizing the City Manager to execute a Subdivision Improvement Agreement for Parcel Map No. 71473 in a form approved by the City Attorney;
3. Authorizing the Public Works Director, or designee, to sign Parcel Map No. 71473; and
4. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

The Project was categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines § 15332 as a Class 32 categorical exemption (Infill Development).

EXECUTIVE SUMMARY

The proposed Parcel Map was reviewed by the Public Works Director for compliance with applicable law. Except for the required public improvements, it meets all legal requirements. Because the subdivider is providing a subdivision improvement agreement, the Parcel Map must be approved by the City Council per Monterey Park Municipal Code § 20.22.220.

BACKGROUND

The project is a four-unit residential development located at the east side of South Orange Avenue, on the south side of Pepper Street. On June 26th, 2018, the Parcel Map for this Project was deemed approved, subject to all other sections within the Subdivision Map Act and applicable law. On May 17, 2023, the Parcel Map was approved for an extension (MPMC § 20.04.120 allows for such extensions).

The developer has not yet constructed the public improvements required by the tentative map. The public improvements include construction of a new curb, gutter, sidewalk, driveway aprons in the street right-of-way; planting trees; parkway landscaping; and irrigation system installation along the frontage of the site. Additionally, all on-site utility services will be placed underground. The developer is eager to record the final map and

begin construction. To ensure completion of these improvements, the developer must enter into a subdivision improvement agreement. The developer provided acceptable sureties to guarantee construction of all on-site and off-site improvements, as follows:

	Faithful Performance	Labor and Materials
Public Improvement Bond	$141,515.00	$70,758.00
Grading Bond	$206,750.00	N/A

FISCAL IMPACT

The approval of this Parcel Map has no fiscal impact on the City beyond the additional property tax and sales tax this development will generate.

Respectfully submitted and prepared by:

Shawn Igoe
Director of Public Works

Prepared by:

Vivian Chen
Civil Engineering Associate

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT

1. Resolution
2. Subdivision Agreement
3. Subdivision Map

ATTACHMENT 1
Resolution

RESOLUTION NO.

A RESOLUTION APPROVING FINAL PARCEL MAP NO. 71473 FOR A FOUR-UNIT RESIDENTIAL DEVELOPMENT PROJECT AT THE SOUTHEAST CORNER OF SOUTH ORANGE AVENUE AND PEPPER STREET

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

SECTION 1: The City Council finds as follows:

A. The Public Works Director reviewed a tentative parcel map for a four-unit residential project at the southeast corner of South Orange Avenue and Pepper Street (Parcel Map No. 71473);

B. Ordinarily, the Public Works Director may approve final parcel maps. Parcel Map No. 71473, however, requires a subidivision improvement agreement which must be authorized by the City Council in accordance with Monterey Park Municipal Code ("MPMC") § 20.08.090(b); and

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").

SECTION 2: *Environmental Assessment.* The Project is categorically exempt from additional environmental review pursuant to CEQA Guidelines §§ 15332 as a Class 32 categorical exemption (Infill Development).

SECTION 3: *Final Parcel Map Findings.* Based upon the entirety of the record including, without limitation, the staff report, the City Council approves Final Parcel Map No. 71473 for the following reasons:

A. The Final Parcel Map substantially conforms to the MPMC and Subdivision Map Act (Government Code §§66410, *et seq*.); and

B. The City Manager is authorized to execute the subdivision improvement agreement, in a form approved by the City Attorney, referenced in this Section.

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 his 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 21st day of June, 2023.

_____
Jose Sanchez, Mayor

ATTEST:

_____
Maychelle Yee , City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

ATTACHMENT 2
Subdivision Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Monterey Park
320 W Newmark Ave
Monterey Park, CA 91754

No fee per Government Code § 6103

SUBDIVISION IMPROVEMENT AGREEMENT

PARCEL MAP NO. 71473

THIS AGREEMENT ("Agreement") is made and entered into this 21st day of June, 2023, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") and Goldstar Development Inc., a California corporation ("SUBDIVIDER").

The Parties agree as follows:

1. **RECITALS**. This Agreement is made with reference to the following facts and objectives:

   A. SUBDIVIDER presented CITY with a final subdivision map on land identified as Map No. 71437 ("Map").

   B. SUBDIVIDER requested that CITY approve the Map before construction and completion of improvements including, without limitation, streets, highways, public ways, grading, fences, and public utility facilities ("Improvements") which are part of or appurtenant to the subdivision ("Subdivision") identified on the Map. The Improvements must be constructed in accordance with plans and specifications on file with CITY.

   C. This Agreement is entered into in accordance with the Subdivision Map Act ("Act") and applicable ordinances adopted by CITY including, without limitation, as codified in the Monterey Park Municipal Code ("MPMC").

2. **CONSTRUCTION OF IMPROVEMENTS**. At its sole cost and expense, SUBDIVIDER agrees to furnish the equipment, labor and materials necessary to complete the Improvements on the Map set forth in attached

Exhibit "A," which is incorporated by reference, and such other improvements required by CITY ordinances and/or the City Council when approving the Map. All of the above work, together with appurtenances, contingencies and engineering costs, are more particularly shown on the improvement plans for the Map. In addition, SUBDIVIDER agrees that because of condition No. 19 in Planning Commission Resolution No. 10-18, that it will construct and maintain the public streets, up to the centerline along the entire property frontages, identified as "Orange Avenue" and "Pepper Street" (collectively, the "Street") in the manner set forth in plans entitled "Street Improvement Plan" included in Public Works Permit No. PW 18-00475. If construction of the Street does not conform with CITY's standard specifications for public streets, SUBDIVIDER therefore agrees to provide a 10-year warranty for maintenance and reconstruction of the Street.

3. **ESTIMATED COST OF IMPROVEMENTS**.

   A. The parties agree that the estimated cost of the improvement work, except for the Street, is $379,726.00.

   B. The parties agree that the estimated cost of the Street is $212,273.00.

4. **COMPLETION**. SUBDIVIDER must complete all Improvements within 12 months after recording the Map or within such further time as may be granted by the City Council.

5. **COMPLETION BY CITY**. Should SUBDIVIDER fail to complete the Improvements within the time for completion, CITY, at its option, may enter onto SUBDIVIDER's property to complete the Improvements at SUBDIVIDER's cost.

6. **WARRANTY OF IMPROVEMENT PLANS**. SUBDIVIDER warrants that the plans and specifications for the Improvements comply with the tentative map approval and the master plan for the Subdivision previously approved by CITY's Planning Commission and the City Council, together with all conditions made a part of such approval(s). SUBDIVIDER further warrants that the plans and specifications can be relied upon to accomplish the improvement work covered by this Agreement in a good, workmanlike manner and in accordance with accepted construction practices. Should the plans and specifications at any time before final acceptance of the Improvements prove to be inadequate in any respect, SUBDIVIDER agrees to make such changes deemed necessary by CITY to accomplish improvement work in a good, workmanlike manner and in accordance with accepted construction practices. SUBDIVIDER further agrees to make or cause to be made such engineering, soils and other reports as may be required by CITY.

7. **CITY NOT LIABLE FOR PLANS AND SPECIFICATIONS**. CITY is not an insurer or surety for the design or construction of the Subdivision. And no CITY official, officer, or employee is liable or responsible for any claim arising during construction of the Subdivision or Improvements, unless it can be shown that such person specifically directed that the Subdivision or Improvement be accomplished in a manner contrary to the wishes and desires of SUBDIVIDER, and SUBDIVIDER filed a written objection with the City Engineer before commencing such work or Improvement.

8. **WARRANTY OF WORK**.

   A. SUBDIVIDER warrants that the Improvements will be constructed in a manner consistent with CITY's specifications and the highest industry standards. Should any Improvement fail to comply with warranty or any other provision of this Agreement within one year after CITY's final acceptance, SUBDIVIDER must, without delay and without cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements. Should SUBDIVIDER fail to act promptly or in accordance with this requirement or any other provision of this Agreement for 30 days after receipt of written notice from the City or should the exigencies of the case require repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, at its option, make the necessary repairs or replacements or perform the necessary work and SUBDIVIDER must pay to CITY the actual cost of such repairs plus 15% for CITY's administrative overhead costs. This Section is not a waiver of any other right CITY may have for correcting faulty workmanship or defective materials.

   B. As to the Street, SUBDIVIDER warrants that the Street will be constructed in a manner consistent with Condition No. 19 and specifications approved by CITY that are generally consistent with the highest industry standards. Should the Street fail to comply with this warranty or any other provision of this Agreement within 10 years after CITY's final acceptance, SUBDIVIDER must, without delay and without cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Should SUBDIVIDER fail to act promptly or in accordance with this requirement or should the exigencies of the case require repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, at its option, make the necessary repairs or replacements or perform the necessary work and SUBDIVIDER must pay to CITY the actual cost of such repairs plus 15% for CITY's administrative

overhead costs. This Section is not a waiver of any other right CITY may have for correcting faulty workmanship or defective materials.

9. **REPAIRS AND REPLACEMENTS**. SUBDIVIDER must replace/repair, as appropriate, all pipes and monuments shown on the Map destroyed or damaged by SUBDIVIDER's actions and to replace/repair, as appropriate, any property damaged or destroyed by SUBDIVIDER. Any such repair or replacement must be completed to City's satisfaction and approval.

10. **CITY'S RIGHT OF ENTRY**. SUBDIVIDER grants City a license to enter SUBDIVIDER's property to inspect the improvements constructed by SUBDIVIDER and to ensure compliance with this Agreement.

11. **CONTRACT SECURITY**.

    A. Concurrently with the execution of this Agreement, SUBDIVIDER must furnish:

        i. A surety bond in an amount equal to at least 100% of the estimated cost of improvements as security for the faithful performance of this Agreement;

        ii. A separate surety bond in an amount equal to at least 100% of the contract price for said improvements as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement.

    B. SUBDIVIDER agrees that the form of the bonds provided by City are substantially similar to Government Code §§ 66499.1 and 66499.2.

12. **MAINTENANCE BONDS**.

    A. Except as to the Street, the bonds referred to in Section 11 will not be released until a surety bond guaranteeing the warranty requirements of Section 8 in the amount of at least 10% of the sum shown in Section 3 is filed with CITY. The maintenance bond will be released 1 year from the date of final acceptance of the Improvements.

    B. As to the Street, the bonds referred to in Section 11 will not be released until a surety bond guaranteeing the warranty requirement of Section 8(B) in the amount of at least 110% of the sum shown in Section 3 as to the Street is filed with CITY. The maintenance bond will be released 10 years from the date of final acceptance of the Street.

13. **PERFORMANCE BY CITY OR SURETY.**

A. Should SUBDIVIDER fail to construct the improvements in the manner and at such locations as specified within the time requirements of this Agreement, or if SUBDIVIDER is not carrying out the intent of this Agreement, CITY may serve written notice upon SUBDIVIDER and the surety on SUBDIVIDER's faithful performance bond demanding satisfactory compliance with this Agreement.

B. Should CITY serve such written notice, CITY may do any one, or combination of the following:

i. Serve written notice upon the surety on its faithful performance bond demanding satisfactory compliance with this Agreement. In such event the surety must, within five days, assume control and construct the Improvements as SUBDIVIDER's successor;

ii. CITY may construct the improvements itself, or by contract at SUBDIVIDER's expense on a time a materials basis. In such event, CITY may take possession of and utilize in completing improvement construction, materials, appliances, and other property belonging to SUBDIVIDER as may be on the site of the work without liability to CITY. SUBDIVIDER's surety will be liable to CITY for any excess cost of damages incurred by CITY.

C. Nothing in this Section waives, or serves as a limitation upon, any additional remedy CITY may have under this Agreement or applicable law.

14. **SURETY BOND TO INCLUDE LETTER OF CREDIT**. The term "surety bond" also includes such other acceptable security, such as letters of credit or cash deposit agreements issued by responsible financial institutions, which are approved by the City Attorney. The term "surety" includes the issuer of any letter of credit or cash deposit agreement, which is acceptable to CITY as security for the performance of this Agreement. Sureties must be admitted to do business in California.

15. **BEST MANAGEMENT PRACTICES**. SUBDIVIDER agrees to use best management practices ("BMPs"), as that term is defined under applicable law including, without limitation, the Monterey Park Municipal Code, in constructing the improvements anticipated by this Agreement. SUBDIVIDER's failure to comply with the terms of this Section constitutes a material breach of this Agreement.

16. **OWNERSHIP OF DOCUMENTS**. All documents, data, studies, drawings, maps, models, photographs and reports prepared by SUBDIVIDER under this Agreement are CITY's property. SUBDIVIDER may retain copies of said documents and materials as desired, but must deliver all original materials to CITY upon CITY's written notice.

17. **INDEPENDENT CONTRACTOR**. CITY and SUBDIVIDER agree that SUBDIVIDER will act as an independent contractor and will have control of all work and the manner in which it is performed. SUBDIVIDER will be free to contract for similar service to be performed for other employers while under contract with CITY. SUBDIVIDER is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct SUBDIVIDER as to the details of doing the work or to exercise a measure of control over the work means that SUBDIVIDER will follow the direction of CITY as to end results of the work only.

18. **CASH CHARGES**. SUBDIVIDER must pay to CITY in cash such subdivision fees that are established by ordinance or by the City Council in conferring approval or extension of time to the Subdivision.

19. **INDEMNIFICATION**.

    A. SUBDIVIDER indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, SUBDIVIDER must defend CITY (at CITY's request and with counsel satisfactory to CITY) and indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

    B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and, certified volunteers.

    C. The Parties agree that this section will remain in full force and effect for 10 years following substantial completion by SUBDIVIDER of the improvements.

    D. The requirements as to the types and limits of insurance coverage to be maintained by SUBDIVIDER, and any approval of such

insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by SUBIDIVIDER pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. **INSURANCE**.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, SUBDIVIDER must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial general liability:	$ 2,000,000
Professional Liability	$ 2,000,000
Workers compensation	statutory requirement

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

C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," SUBDIVIDER will continue to renew the insurance for a period of 3 years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover SUBDIVIDER for all claims made by CITY arising out of any errors or omissions of SUBDIVIDER, or its officers, employees or agents during the time this Agreement was in effect.

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

21. **NOTICES**.

A. A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

The City	To Subdivider
City of Monterey Park	Paul Cheung
320 W. Newmark Ave.	Goldstar Developments Inc.
Monterey Park, CA 91754	100 N. Brand Blvd, #418
	Glendale, CA 91203

B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

22. **COMPLIANCE WITH LAW**. SUBDIVIDER will comply with all laws applicable to this Agreement including, without limitation, federal, state, and local laws requiring permitting and licenses. All such compliance will be at SUBDIVIDER's own cost.

23. **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.

24. **SEVERABLE**. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

25. **CAPTIONS**. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

26. **WAIVER**. Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

27. **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.

28. **AUTHORITY/MODIFICATION**. This Agreement is subject to and conditioned upon approval and ratification by the Monterey Park City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's City Manager may execute any such amendment on behalf of CITY.

29. **BINDING UPON SUCCESSORS**. The terms of this Agreement constitute a burden and benefit upon the Property. Accordingly, this Agreement will be recorded and the term will run with the Property and become binding upon SUBDIVIDER's heirs, successors and assigns.

30. **ENTIRE AGREEMENT**. This Agreement constitutes the sole agreement between SUBDIVIDER and CITY respecting the maintenance of the Property's common areas and correctly sets forth the obligations of SUBDIVIDER and CITY. There are no other understandings, terms or other agreements expressed or implied, oral or written.

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

CITY OF MONTEREY PARK,
a municipal corporation

_____
Ron Bow, City Manager

Goldstar Development Inc.

_____
Paul Cheung,
CFO-Goldstar Development Inc.

City Council Approval: _____

ATTEST:

_____
Maychelle Yee, City Clerk

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

By: _____
Justin A. Tamayo, Deputy City Attorney

EXHIBIT A

Parcel Map No. 71473

All improvements marked are included:

(X) Public street improvements including grading, paving, curbs, gutter, sidewalks, traffic control devices, street name signs, street lights, street landscaping, and appurtenances.

(X) Public sanitary sewers including mains, laterals, and appurtenances.

(X) Private sanitary sewers including mains, laterals, and appurtenances.

(X) Domestic water supply system, including mains, service laterals, fire hydrants, and appurtenances.

(X) Natural gas supply system including mains, service laterals, and appurtenances.

(X) Electric power distribution system including vaults, conduits, cables, conductors, service laterals, transformers, and appurtenances.

(X) Telephone system including vaults, conduits, cables, conductors, service laterals, and appurtenances.

(X) Cable television system, including vaults, conduits, cables, conductors, service laterals, and appurtenances.

(X) Public storm drains including channels, pipes, inlets, culverts, and appurtenances.

(X) Private storm drains including swales, channels, pipes, inlets, and appurtenances.

(X) Mailboxes.

(X) Lot grading, including land clearing, earth moving compaction, import or export of soil, and appurtenances.

(X) Walls including retaining walls, perimeter walls, and appurtenances.

(X) Off-street landscaping including trees, bushes, shrubs, turf, irrigation system, and appurtenances.

ATTACHMENT 3
Subdivision Map

1 LOT
43,625 SQ. FT.

PARCEL NO. 71473

IN THE CITY OF MONTEREY PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

A PORTION OF LOT 34 OF TRACT NO. 17433, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 660 PAGE 57–60 OF MAPS, TOGETHER WITH A PORTION OF NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1S, RANGE 12 WEST. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

QUGUANG ZHANG, LICENSE #: LS 8968

DATE OF SURVEY: SEPT 25, 2020

SUBDIVIDER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE SUBDIVIDERS OF THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

GOLDSTAR DEVELOPMENT, INC.

PAUL CHEUNG (CHIEF FINANCIAL OFFICER) — 6/20/2022

SURVEYOR STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF GEORGE HSU, ON AUGUST 1, 2014 AND PAUL CHEUNG ON SEPTEMBER 2, 2019. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED

QUGUANG ZHANG
LS NO. 8968

6-10-2021
DATE

LICENSED LAND SURVEYOR ★ QUGUANG ZHANG ★ LS 8968 ★ STATE OF CALIFORNIA

NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

ON June 20, 2022, BEFORE ME Mun Suk Ahn - Notary Public,
PERSONALLY APPEARED Paul Cheung 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 CAPACITIES 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

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS LOS ANGELES COUNTY

NAME: Mun Suk Ahn

MY COMMISSION NO. 2290427 MY COMMISSION EXPIRS: May 28, 2023

MUN SUK AHN
COMM. #2290427
Notary Public - California
San Bernardino County
My Comm. Expires May 28, 2023

SIGNATURE OMISSIONS:

THE SIGNATURE(S) OF THE PARTIES NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436, (a)(3)(A)(i–viiil) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE(S) ARE NOT REQUIRED BY THE LOCAL AGENCY.

1. THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION, HOLDER OF AN EASEMENT FOR

   PURPOSE: PIPE LINES AND EGRESS
   RECORDED: MAY 7, 1953 IN BOOK 41666, PAGE 35, OF OFFICIAL RECORDS

2. THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION, HOLDER OF AN EASEMENT FOR

   PURPOSE: WATER PIPES
   RECORDED: FEBRUARY 25, 1960 AS INSTRUMENT NO. 1627 OF OFFICIAL RECORDS

3. THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR

   PURPOSE: UNDERGROUND TELEPHONE, TELEGRAPH AND COMMUNICATION SYSTEMS AND CONDUITS
   RECORDED: NOVEMBER 15, 1960 AS INSTRUMENT NO. 4873 IN BOOK D–1036, PAGE 96 OF OFFICIAL RECORDS

4. SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR

   PURPOSE: UNDERGROUND CONDUITS, WIRES AND A TRANSFORMER STATION
   RECORDED: SEPTEMBER 18, 1961 IN BOOK D–1358, PAGE 528 OF OFFICIAL RECORDS

5. CITY OF MONTEREY PARK, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR

   PURPOSE: TREE PLANTING AND UTILITY RIGHT OF WAY
   RECORDED: DECEMBER 6, 1961 IN BOOK D–1442, PAGE 409 OF OFFICIAL RECORDS

CITY ENGINEER STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL SUBDIVISION ORDINANCES OF THE CITY OF MONTEREY PARK APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____
DATE

_____
OKAN DEMIRCI, P.E.
ACTING CITY ENGINEER – CITY OF MONTEREY PARK

CITY SURVEYOR STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DAVID G. GILBERTSON
ACTING CITY SURVEYOR
L.S. NO. 6941

6/22/22
DATE

LICENSED LAND SURVEYOR ★ DAVID G. GILBERTSON ★ LS 6941 ★ STATE OF CALIFORNIA

CITY CLERK CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MONTEREY PARK ON _____, APPROVED THIS MAP.

_____ DATE

_____ CITY CLERK–CITY OF MONTEREY PARK

LOS ANGELES COUNTY TAX CERTIFICATES:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER
BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA

BY _____ DEPUTY DATE_____

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $_____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 71473 AS REQUIRED BY LAW.

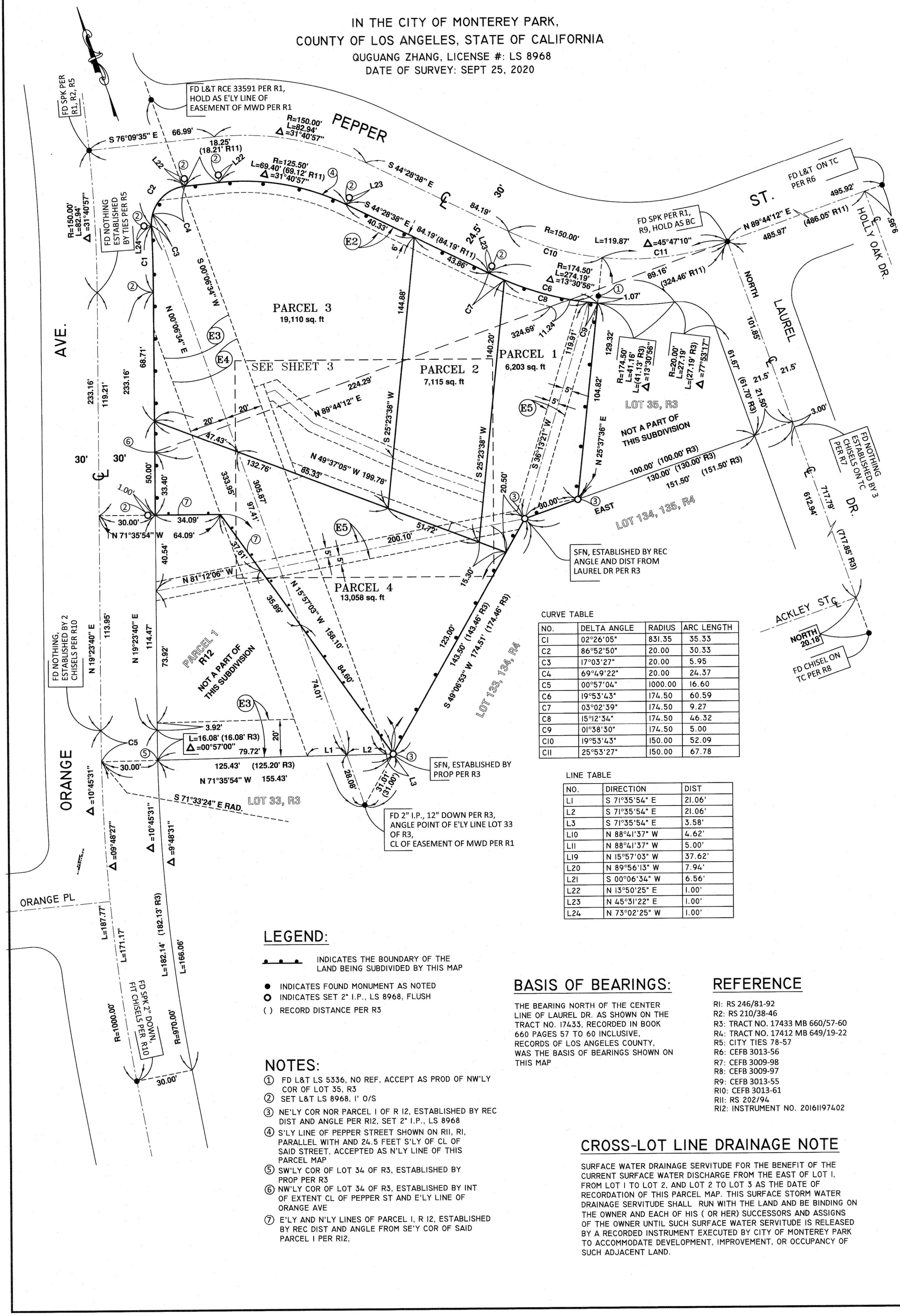
EXECUTIVE OFFICER–
BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA

BY _____ DEPUTY DATE_____

SCALE: 1"= 30'

PARCEL NO. 71473

IN THE CITY OF MONTEREY PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
QUGUANG ZHANG, LICENSE #: LS 8968
DATE OF SURVEY: SEPT 25, 2020



CURVE TABLE

NO.	DELTA ANGLE	RADIUS	ARC LENGTH
C1	02°26'05"	831.35	35.33
C2	86°52'50"	20.00	30.33
C3	17°03'27"	20.00	5.95
C4	69°49'22"	20.00	24.37
C5	00°57'04"	1000.00	16.60
C6	19°53'43"	174.50	60.59
C7	03°02'39"	174.50	9.27
C8	15°12'34"	174.50	46.32
C9	01°38'30"	174.50	5.00
C10	19°53'43"	150.00	52.09
C11	25°53'27"	150.00	67.78

LINE TABLE

NO.	DIRECTION	DIST
L1	S 71°35'54" E	21.06'
L2	S 71°35'54" E	21.06'
L3	S 71°35'54" E	3.58'
L10	N 88°41'37" W	4.62'
L11	N 88°41'37" W	5.00'
L19	N 15°57'03" W	37.62'
L20	N 89°56'13" W	7.94'
L21	S 00°06'34" W	6.56'
L22	N 13°50'25" E	1.00'
L23	N 45°31'22" E	1.00'
L24	N 73°02'25" W	1.00'

LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

- ● INDICATES FOUND MONUMENT AS NOTED
- ○ INDICATES SET 2" I.P., LS 8968, FLUSH
- ( ) RECORD DISTANCE PER R3

BASIS OF BEARINGS:

THE BEARING NORTH OF THE CENTER LINE OF LAUREL DR. AS SHOWN ON THE TRACT NO. 17433, RECORDED IN BOOK 660 PAGES 57 TO 60 INCLUSIVE, RECORDS OF LOS ANGELES COUNTY, WAS THE BASIS OF BEARINGS SHOWN ON THIS MAP

REFERENCE

R1: RS 246/81-92
R2: RS 210/38-46
R3: TRACT NO. 17433 MB 660/57-60
R4: TRACT NO. 17412 MB 649/19-22
R5: CITY TIES 78-57
R6: CEFB 3013-56
R7: CEFB 3009-98
R8: CEFB 3009-97
R9: CEFB 3013-55
R10: CEFB 3013-61
R11: RS 202/94
R12: INSTRUMENT NO. 20161197402

NOTES:

① FD L&T LS 5336, NO REF, ACCEPT AS PROD OF NW'LY COR OF LOT 35, R3
② SET L&T LS 8968, 1' O/S
③ NE'LY COR NOR PARCEL 1 OF R 12, ESTABLISHED BY REC DIST AND ANGLE PER R12, SET 2" I.P., LS 8968
④ S'LY LINE OF PEPPER STREET SHOWN ON R11, R1, PARALLEL WITH AND 24.5 FEET S'LY OF CL OF SAID STREET, ACCEPTED AS N'LY LINE OF THIS PARCEL MAP
⑤ SW'LY COR OF LOT 34 OF R3, ESTABLISHED BY PROP PER R3
⑥ NW'LY COR OF LOT 34 OF R3, ESTABLISHED BY INT OF EXTENT CL OF PEPPER ST AND E'LY LINE OF ORANGE AVE
⑦ E'LY AND N'LY LINES OF PARCEL 1, R 12, ESTABLISHED BY REC DIST AND ANGLE FROM SE'Y COR OF SAID PARCEL 1 PER R12,

CROSS-LOT LINE DRAINAGE NOTE

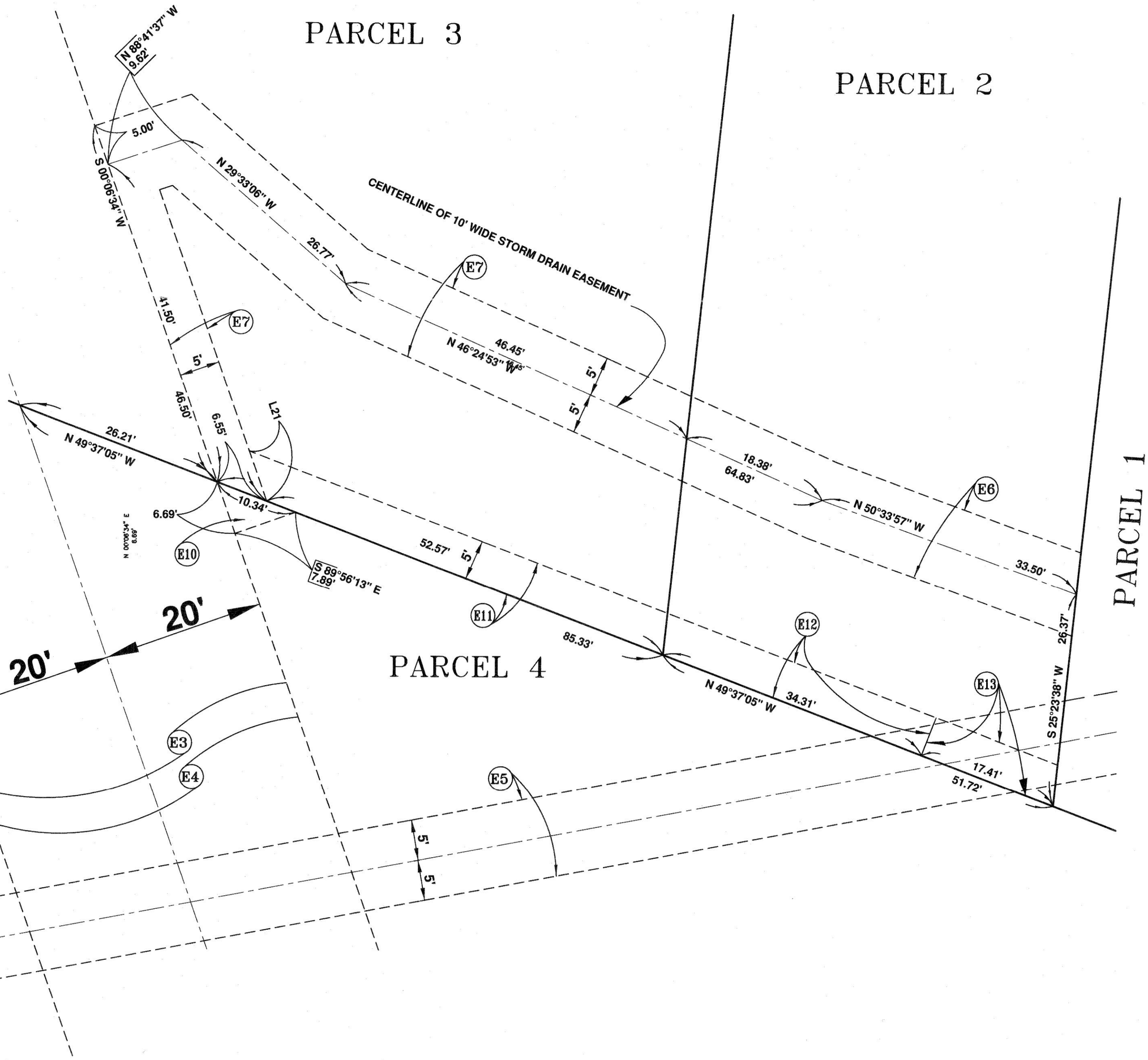
SURFACE WATER DRAINAGE SERVITUDE FOR THE BENEFIT OF THE CURRENT SURFACE WATER DISCHARGE FROM THE EAST OF LOT 1, FROM LOT 1 TO LOT 2, AND LOT 2 TO LOT 3 AS THE DATE OF RECORDATION OF THIS PARCEL MAP. THIS SURFACE STORM WATER DRAINAGE SERVITUDE SHALL RUN WITH THE LAND AND BE BINDING ON THE OWNER AND EACH OF HIS (OR HER) SUCCESSORS AND ASSIGNS OF THE OWNER UNTIL SUCH SURFACE WATER SERVITUDE IS RELEASED BY A RECORDED INSTRUMENT EXECUTED BY CITY OF MONTEREY PARK TO ACCOMMODATE DEVELOPMENT, IMPROVEMENT, OR OCCUPANCY OF SUCH ADJACENT LAND.

SCALE: 1"= 10'

SHEET 3 OF 3 SHEETS

PARCEL NO. 71473

IN THE CITY OF MONTEREY PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
QUGUANG ZHANG, LICENSE #: LS 8968
DATE OF SURVEY: SEPT 25, 2020



EASEMENTS NOTES:

E1 AN EASEMENT FOR UNDERGROUND CONDUITS, WIRES AND A TRANSFORMER STATION AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED SEPTEMBER 18, 1961 AS BOOK D-1358, PAGE 528 OF OFFICIAL RECORDS.

E2 AN EASEMENT FOR TREE PLANTING AND UTILITY RIGHT OF WAY AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED DECEMBER 06, 1961 AS BOOK D-1442, PAGE 409 OF OFFICIAL RECORDS

E3 AN EASEMENT FOR PIPE LINES AND EGRESS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MAY 07, 1953 AS BOOK 41666, PAGE 35 OF OFFICIAL RECORDS.

E4 AN EASEMENT FOR WATER PIPES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED FEBRUARY 25, 1960 AS INSTRUMENT NO. 1627 OF OFFICIAL RECORDS.

E5 AN EASEMENT FOR UNDERGROUND TELEPHONE, TELEGRAPH AND COMMUNICATION SYSTEMS AND CONDUITS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED NOVEMBER 15, 1960 AS INSTRUMENT NO. 4873 IN BOOK D1036, PAGE 96 OF OFFICIAL RECORDS

E6 A PRIVATE DRAINAGE EASEMENT (10 FEET WIDE) ACROSS PARCEL 2 IN FAVOR OF PARCEL 1

E7 A PRIVATE DRAINAGE EASEMENT ACROSS PARCEL 5 IN FAVOR OF PARCELS 1 AND 2

E10 A PRIVATE DRAINAGE EASEMENT IN FAVOR OF PARCELS 1 , 2 AND 3.

E11 A PRIVATE DRAINAGE EASEMENT (5 FEET WIDE) IN FAVOR OF PARCELS 1, 2 AND 4

E12 A PRIVATE DRAINAGE EASEMENT (5 FEET WIDE) ACROSS PARCEL 2 IN FAVOR OF PARCEL 1 AND 4

E13 A PRIVATE DRAINAGE EASEMENT (5 FEET WIDE) IN FAVOR OF PARCEL 1

City Council Staff Report

DATE: June 21, 2023

AGENDA ITEM NO: Consent Calendar - 3J

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Bear Electrical Solutions – Amendment No. 1

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorize the City Manager to execute the First Amendment to Agreement 2183-A, in a form approved by the City Attorney, with Bear Electrical Solutions, Inc., to retroactively increase the contract amount not to exceed $668,000 and to extend the term through June 30, 2024; and
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

The City's traffic signal maintenance contract expires on June 30, 2023. Staff recommends exercising the City's option to extend for an additional one-year term (July 1, 2023- June 30, 3024) with a revised contract amount of $668,000. The increased contract amount would cover maintenance services for FY23-24 and increased expenditures for the current fiscal year. As part of its traffic signal maintenance plan, the City anticipates a certain volume of call-outs. However, the City experienced an increased need for extraordinary, non-routine, maintenance during the 2022-23 fiscal year due to a high number of call-outs related to traffic accidents, damage to equipment, weather, and equipment malfunctions.

BACKGROUND:

The City of Monterey Park owns and operates 60 traffic signals and five pedestrian flashing beacons. The City's traffic signal maintenance contract involves "routine" preventative maintenance and "extraordinary" maintenance. Routine maintenance is monthly inspection of the traffic signal equipment at all 60 locations and five pedestrian flashing beacons, and includes reviewing the signal timing and operation, and performing repairs as necessary. Extraordinary maintenance involves service call-outs of equipment failure or malfunction of the signal system whether caused by vehicle collision, vandalism, civil disorder, or natural disasters.

In September 2020, the City entered into Agreement 2183-A with Bear Electrical Solutions for a three-year term and a not to exceed amount of $324,000 for traffic signal maintenance. The Agreement is set to expire on June 30, 2023. Bear Electrical is highly qualified to perform traffic signal maintenance work and provided great service during the term of the contract. They have also provided valuable support to the City for ongoing traffic signal improvement projects.

Staff recommends amending the agreement to extend the term for one additional year and to update the rate schedule (Attachment 1) as allowed by the contract. Due to an increased need for extraordinary maintenance, it is also recommended that the City increase the contract amount to $668,000. The revised amount would cover increased expenditures for FY 22-23 and the estimated costs for FY 23-24. The estimated cost for traffic signal maintenance for FY 23-24 is $205,000. This includes routine preventative maintenance and extraordinary maintenance and response due to service call-outs.

FISCAL IMPACT:

During FY 22-23, the City experienced an increased need for extraordinary, non-routine, maintenance during the year due to a high number of call-outs related to traffic accidents, damage to equipment, weather, and equipment malfunctions. The City will be using budgeted unexpended General Funds to cover the increased expenditures for these call-outs. Traffic signal maintenance is generally funded by the General Fund and Gas Tax Fund. The City will attempt to recover costs for call-outs related to damage as a result of a traffic collision.

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. Exhibit B – Rate Schedule

ATTACHMENT 1
Exhibit B – Rate Schedule

BES
BEAR ELECTRICAL SOLUTIONS
CONTRACTOR LICENSE #982079

1252 STATE STREET
PO BOX 924
ALVISO, CA 95002

(408) 449-5178 MAIN
1(800)GOBEAR1 24-HOUR DISPATCH
(408) 449-5147 FAX
WWW.BEAR-ELECTRICAL.COM

May 30, 2023

City of Monterey Park, Public Works Department
320 W. Newmark Avenue
Monterey Park, CA 91754
ATTN: Mr. Ziad Mazboudi, Interim City Engineer Manager

RE: Request to Amend & Extend – Traffic Signal Maintenance Agreement (Agreement No. 2183-A)

Dear Mr. Mazboudi:

Reference is made to our current maintenance agreement with the City of Monterey Park, dated September 1, 2020, and CPI letter adjustment dated May 12, 2022.

Bear Electrical Solutions, Inc. is grateful to work with the City and its community and wishes to continue that relationship.

By way of this letter, we kindly request to amend and extend the current maintenance agreement with the same rates approved last year for another contract year term. Attached is our current rate sheet for the City.

Please feel free to contact me directly via mobile phone at 408-717-2448 or via email at Robert@Bear-Electrical.com

Sincerely,
Bear Electrical Solutions, Inc.

Robert Asuncion, TE
Vice President

Attachment

Exhibit B - FY(2023-2024)
City of Monterey Park
Traffic Signal Maintenance - Proposed Rate Schedule

	Description	*Unit Rate*
I.	Routine Preventative Maintenance per intersection per month	$ 61.85
	Routine Preventative Maintenance per flasher/ midblock signal PED per month	$ 27.13

II. *Schedule of Labor Rates*	*Straight Time*	*Overtime (off hours & Saturday)*	*Overtime (Sunday & Holiday)*
Operations Supertintendent	$ 92.23	$ 92.23	$ 92.23
Lead Signal Technician	$ 119.35	$ 162.75	$ 206.15
Signal Technician	$ 108.50	$ 151.90	$ 195.30
Lead Signalman (Utility Tech)	$ 92.23	$ 141.05	$ 184.45
Signalman (Utility Tech)	$ 86.80	$ 130.20	$ 173.60
Lab/Test Technician	$ 92.23	$ 92.23	$ 92.23
Engineer/System Technician	$ 97.65	$ 97.65	$ 97.65
Laborer	$ 70.53	$ 92.23	$ 113.93

III. *Schedule of Equipment Rates**	
Service Truck	$ 27.13
Service Ladder Truck	N/A - not OSHA compliant
Hydraulic Man Lift Turck (under 32')	$ 43.40
Hydraulic Man Lift Turck (over 32')	$ 43.40
Boom Truck	$ 43.40
Compressor w/ Tools	$ 43.40

*Any Equipment not listed above will be charged at the local prevailing rental rates.

IV.	*Markup on Material*	15.0%
V.	*Markup on Labor*	0.00%

VI. *Special Pricing*	
6x6 Inductive Loop Installed (1 to 4)	$ 705.25
6x6 Inductive Loop Installed (5 or more)	$ 596.75
LED Pedestrian module installed. (includes labor/equipment)	$ 238.70
Completed Cabinet Testing (new in your lab)	$ 1,464.75
Replace battery in battery back-up system (15/year)	$ 265.83
Underground Service Alert (Dig Alert Service) (per USA)	$ 211.58

END OF SECTION

ROUTINE PM COST:
60 Intersections x $61.85 = $3,711
5 PED flashers x $27.13 = $135.65
Monthly Cost: $3,847
Annual Cost: $46,164

EXTRAORDINARY/RESPONSE COST*:
Monthly Estimate: $11,000
Annual Estimate: $132,000
*Based on 3 year average

TOTAL ESTMATED: $178,164
W/ 15% CONTIGENCY $205,000

City Council Staff Report

DATE: June 21, 2023

AGENDA ITEM NO: Consent Calendar - 3K

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Southern California Edison 5-year Revocable Secondary Land Use License

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a 5-year Revocable Secondary Land Use License with Southern California Edison (SCE) for the City's 14" water main from the Delta Water Treatment Plant in the amount of $1,934.08; and
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park owns and operates a 14" water main line that provides water to the City of Monterey Park residents and businesses which falls within Southern California Edison (SCE) property. A new 5-year Revocable Secondary Land Use License (License) is needed to allow the City to continue to operate the 14" water main line within the SCE property. Staff is recommending approval of the License.

BACKGROUND:

The City of Monterey Park owns and operates the Delta Water Treatment Plant located in the City of Rosemead. Water is conveyed through a 14" water main line from this location to the City of Monterey Park and provides water to residents and businesses through an SCE property.

In 2018, the City re-lined the 14" water main line which required the City to enter into License Agreement 2091-AB with SCE. The existing License was for a term of five years and allows for extensions. With the original 5-year license coming to an end, it is recommended that the City renew the license to continue the use of the 14" water main line.

Staff has reviewed the License and recommends approval.

FISCAL IMPACT:

The total cost for the 5-year Revocable Secondary Land Use License is $1,934.08. Funding for this License is available in the Water funds (401).

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. Revocable Secondary Land Use License

ATTACHMENT 1

Revocable Secondary Land Use License

CITY OF MONTEREY PARK

L I C E N S E A G R E E M E N T

I N D E X O F A R T I C L E S

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS MATERIALS AND WASTE
15. SIGNS
16. FENCING AND EXISTING FIXTURES
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAWS AND REGULATIONS
26. GOVERNING LAW
27. INDEMNIFICATION; ASSUMPTION OF RISK; RELEASE
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. LICENSEE'S PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION
32. LIMITATION OF LIABILITY
33. NON-POSSESSORY INTEREST
34. WAIVER
35. AUTHORITY
36. ELECTRIC AND MAGNETIC FIELDS

Initial (_____)/(_____/_____)
Licensor/Licensee

37. INDUCED VOLTAGES
38. NOTICES
39. RECORDING
40. COMPLETE AGREEMENT
41. SIGNATURE AUTHORITY
42. SURVIVAL

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS
ADDENDUM(S)
POLELINE, PIPELINE OR UNDERGROUND CABLE

Initial (_____)/(_____/_____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and CITY OF MONTEREY PARK, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Numbers 5283-015-800, 5283-015-801, 5283-015-803, 5283-015-805, 5283-015-806, 5284-006-800, 5284-006-802, 5284-006-803, 5284-006-805, 5284-012-801, and 5284-020-801, situated in the City of Rosemead, County of Los Angeles, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.

- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.

- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.

- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.

- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.

- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (_____)/(_____/_____)
Licensor/Licensee

1. Use: Licensee will use the Property for water pipeline purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of June, 2023 and ending on the last day of May, 2028. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of One Thousand Nine Hundred Thirty Four and 41/100 Dollars ($1,934.41) upon the execution and delivery of this Agreement for the full term of this Agreement. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor.

All accounts not paid within 30 days of the agreed upon due date will be charged a late fee equal to ten percent (10%) of the full amount that was due on said date. To the extent a payment is not made within sixty (60) days, Licensor may increase the late fee to twenty percent (20%) of the full amount due. Licensor shall further be entitled to any other costs associated with collection of the unpaid amounts.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

(a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than $1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

(b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than $1,000,000.00 per occurrence and $1,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

(c) Commercial Automobile Liability insurance with a combined single limit of $1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

Initial (_____)/(_____/_____)
Licensor/Licensee

(d) Self - Insurance: Licensee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to Licensor. Water pipeline use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property. Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Propertyand/or any fixtures thereon. Licensee expressly acknowledges that

Initial (_____)/(_____/_____)
Licensor/Licensee

any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove or relocate at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

Initial (_____)/(_____/_____)
Licensor/Licensee

a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Material and Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to the use, management, storage, or disposal of waste, including, but not limited to hazardous, toxic or infectious materials. Unless permitted by Licensor in writing, Licensee will not, or allow others to, place, use, or store any hazardous, toxic or infectious materials and/or waste on the Property. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior

Initial (_____)/(_____/_____)
Licensor/Licensee

written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval in accordance with Article 6.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

Initial (_____)/(_____/_____)
Licensor/Licensee

25. Compliance with Laws and Regulations: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall also comply with the requirements of every addendum attached hereto. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification; Assumption of Risk; Release: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee. Licensee agrees to assume all risk of loss by fire, flood, earthquake, theft, accident, or casualty of any kind, which may affect the Property, any improvements constructed or installed thereon by Licensee, Licensee's use of the Property, or exercise of the rights granted herein. Licensee releases and waives all claims against Licensor and each of the indemnified parties for loss or damage caused by, arising out of, or in any way connected with Licensor's or Licensee's use of the Property or the exercise of the rights granted herein.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

(a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.

(b) The abandonment or vacating of the Property by Licensee.

Initial (_____)/(_____/_____)
Licensor/Licensee

(c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.

(d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency applicable to Licensee's activities under this Agreement.

(e) Any attempt to exclude Licensor from the licensed premises.

(f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.

(g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

(h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.

(i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the

Initial (_____)/(_____/_____)
Licensor/Licensee

Licensor shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licensor shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licensor be responsible for the value of Licensee's personal property.

Licensor shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensor related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licensor's initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S), THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 32 SHALL EXPRSSLY SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so.

Initial (_____)/(_____/_____)
Licensor/Licensee

Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

Initial (_____)/(_____/_____)
Licensor/Licensee

38. Notices: All notices required to be given by either party shall be made in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party. Notices shall be addressed as follows:

To Licensor: Southern California Edison Company
Vegetation & Land Management
Land Management – Metro Region West
2 Innovation Way
Pomona, CA 91768
Email: landuse@sce.com

To Licensee: City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754
Email: sigoe@MontereyPark.ca.gov

Business Telephone No. (626) 307-1323

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. Any appendices, addenda and exhibits attached hereto are incorporated herein and made an integral part hereof. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties. In case any provision in this Agreement shall be deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

Initial (_____)/(_____/_____)
Licensor/Licensee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By_____

LYNDSEY RASH
Real Estate Specialist
Land Management – Metro Region West
Vegetation & Land Managment

_____
Date

LICENSEE:

CITY OF MONTEREY PARK

By_____
RON BOW, City Manager

_____
Date

Initial (_____)/(_____/_____)
Licensor/Licensee

APPENDIX

Guidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval *prior to the start of any construction on* "Licensor" *property*.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot-wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
    a. 100 feet in length
    b. 50 feet in width
    c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot-wide access roads
    b. 50-foot radius around suspension tower legs, H-Frames, and poles
    c. 100-foot radius around dead-end tower legs, H-Frames, and poles
    d. 25-foot radius around anchors/guy wires, poles, and wood poles
3. Shade structures must utilize the following design:
    a. Temporary/slip joint construction only
    b. Non-flammable frame only
    c. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer
    d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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Licensor/Licensee

SHADEHOUSES/HOTHOUSES

(Definition: A simple, non-flammable, enclosed structure designed to control temperature ***without*** *the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
    a. 100 feet in length
    b. 50 feet in width
    c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot-wide access roads
    b. 50-foot radius around suspension tower legs, H-Frames, and poles
    c. 100-foot radius around dead-end tower legs, H-Frames, and poles
    d. 25-foot radius around anchors/guy wires, poles, and wood poles
3. Shadehouses/hothouses must utilize the following design:
    a. Temporary/slip joint construction only
    b. Non-flammable frame only
    c. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer
    d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipes must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot-wide access roads
    b. 50 -foot radius around suspension tower legs, H-Frames, and poles

Initial (_____)/(_____/_____)
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c. 100-foot radius around dead-end tower legs, H-Frames, and poles

4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
5. Suitable identification markers will be required on main controllers and valves
6. Locations of main shut off valve will be provided and shown on a plot plan
7. Underground facilities must have a minimum cover of three feet
8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the area directly located under the outer circumference of the overhead conductors, which is commonly known as the "drip line."
2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
3. Placement of large rocks (boulders) must be approved in writing by Licensor
4. Any mounds or change of grade must be approved in writing by Licensor
5. No cactus or thorny shrubs will be permitted
6. Retaining walls, planters, etc. may be considered on a case-by-case basis and must be approved in writing by Licensor
7. No crushed or freshly laid asphalt will be permitted

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered:* Trailers must meet the following criteria:

a. Must have axles and wheel and be able to be moved
b. Maximum length: 40 feet
c. Maximum height: 15 feet
d. Maximum width: 12 feet

2. No trailers will be permitted within the following areas reserved for Licensor's access:

a. Within 2 feet from edge of 16-foot-wide access roads
b. 50-foot radius around suspension tower legs, H-Frames, and poles
c. 100-foot radius around dead-end tower legs, H-Frames, and poles
d. 25-foot radius around anchors/guy wires, poles, and wood poles

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e. Under or within 10 feet of the conductor “drip lines”

3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the “drip lines” without Licensor’s prior written approval. Parking spaces to be identified under the approved site plan. “No Parking” striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor’s access:
    a. Within 2 feet from edge of 16-foot-wide access roads
    b. 50 - foot radius around suspension tower legs, H-Frames, and poles
    c. 100 - foot radius around dead-end tower legs, H-Frames, and poles
    d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor’s prior written approval.

Initial (_____)/(_____/_____)
Licensor/Licensee

A D D E N D U M

POLELINE, PIPELINE OR UNDERGROUND CABLE

A. Licensee must obtain prior written approval from the Licensor for the installation of any facilities, including any subsequent modifications. Licensee will maintain all facilities in a safe condition satisfactory to Licensor.

B. At any time, Licensor may require the removal, modification, or relocation of any portion of the facility. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.

C. Licensee will construct, use, maintain, or remove facilities so as not to damage, endanger or interfere with the construction, use and maintenance of existing facilities, including but not limited to, pipelines, underground cables, electric or telephone lines, and/or any subsequent modifications. Licensee must place its facilities at safe distance under or from existing pipelines and underground cables. Licensee must give Licensor ten (10) days prior written notice of the time and place of the commencement of any work to be performed on the Property.

D. Licensee must mark the location of all pipelines and underground cables with permanent markers. Licensee will maintain and repair the markers.

E. Pipelines and underground cables must be constructed and made of materials sufficient and safe for their intended use.

F. Pipelines must be constructed to withstand a pressure equal to at least one hundred and fifty percent (150%) of its maximum operating pressure. All pipelines must be tested upon completion of construction. Licensee must give Licensor twenty-four (24) hours prior written notice of the time and place of testing and provide a copy of the test results upon request.

G. No valves or controllers for the pipeline are allowed on the property.

H. Licensee agrees that pole line, pipeline or underground cable shall be removed upon cancellation or termination of this Agreement. Licensee shall provide the following information on Pipelines to Licensor:

1. Material Safety Data Sheets (MSDS) for all oil products that have been moved in the pipeline.
2. Repair and replacement records.
3. Hydro Test Records.
4. Records on spills or releases.
5. Test results of the area beneath meter stations, valves, or other potential spill points for any area that has not always been over concrete.
6. Copies of correspondence with any state or local regulatory agency regarding the pipeline.

Initial (_____)/(_____/_____)
Licensor/Licensee

City Council Staff Report

DATE: June 21, 2023

AGENDA ITEM NO: Consent Calendar - 3L

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

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

RECOMMENDATION:

It is recommended that the City Council consider:

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

BACKGROUND:

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

The design phase was completed in December 2022 followed by research of available material and cost during the months of December and January to ensure the project could be expedited due to the significant material delivery delays. Construction started on March 2023 and is scheduled to be complete by October 2023.

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

As of the week ending on June 16, the contractor will have completed approximately 69% of the project with the installation of 7,500 linear feet of 12" PVC water pipeline along Monterey Pass between Floral Dr and Vagabond Rd. Traffic control devices have provided a safe working condition for both contractor and the driving public. These devices are removed at the end of the day and proper temporary asphalt resurfacing of the trench has provided a seamless transition for vehicular traffic. Street sweeping is performed on a daily basis to provide a clean working environment during and after work. A map showing construction work through June 16th is included as Attachment 1.

FISCAL IMPACT:

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

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

Respectfully submitted by:

Shawn Igoe,
Director of Public Works

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. Construction Map

ATTACHMENT 1
Construction Map


Monterey Pass
Transmission Main Replacement
Legend
VAGABOND DR
DAVIDSON DR
MONTEREY PASS
FLORAL DR
Laguna Channel
FH
WS
WS
WS
FH
FS
SINGLE AND DOUBLE PIPELINE INSTALLED AS OF 6/9/23
ANTICIPATED SINGLE PIPE LINE INSTALLED BY6/16/23
FIRE HYDRANT (FH), FIRE SERVICE (FS), WATER SERVICE (WS) INSTALLED
Google Earth
1000 ft
N

City Council Staff Report

DATE: June 21, 2023

AGENDA ITEM NO: Public Hearing - 4A

TO: The Honorable Mayor and City Council

FROM: Jessica Serrano, Director of Community Development

SUBJECT: A public hearing to consider adopting a resolution establishing city-wide fees related to the Inclusionary Housing Ordinance

RECOMMENDATION:

It is recommended that the City Council consider:

1. Continue the public hearing to the August 16, 2023 City Council meeting; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Staff recommends that this item be continued to the August 16, 2023 City Council meeting.

Respectfully submitted by:

J. Serrano

Jessica Serrano
Director of Community Development

Prepared by:

Beth Chow

Beth Chow, AICP
Senior Planner

Approved by:

Ron Bow
City Manager

Reviewed by:

Justin A. Tamayo
Deputy City Attorney

City Council Staff Report

DATE: June 21, 2023

AGENDA ITEM NO: Public Hearing - 4B

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Resolution for the FY2023-24 Capital Improvement Plan

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening a public hearing to receive documentary and testimonial evidence;
2. After closing the public hearing and considering the evidence, adopting a Resolution finding the FY2023-24 Capital Improvement Plan ("CIP") conforms with the General Plan, Authorizing the City Engineer to Approve Plans and Specifications for Capital Improvement Projects, and Authorizing the Public Works Director to Solicit Bids for Capital Improvement Projects identified in the CIP; and
3. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY

The City's FY2023-24 proposed budget includes an updated Capital Improvement Plan ("CIP") outlining the City's capital investments over a five-year period. Staff seeks the City Council's adoption of a Resolution to approve the proposed CIP, grant authorization for the City Engineer to approve plans specifications for Capital Improvement Projects and authorization for the Director of Public Works to advertise projects for construction bids when required or needed.

BACKGROUND

The CIP generally identifies which capital improvement projects will be built during a five-year period; it is updated annually and approved by the City Council. The CIP includes major enhancements and repairs to critical public assets, including parks, City-owned facilities, streets, traffic signals, storm drains, sidewalks, bus stops, transportation, water and sewer facilities. Completion of CIP projects helps to enhance the overall quality of life in the City by improving the physical structures, systems, and facilities that provide services to the community. The Public Works Department is responsible for implementing the City's CIP. Each year, Public Works, in conjunction with other Departments, reviews the City's capital needs and prioritizes projects through the annual budget process.

It is recommended that the City Council adopt a resolution approving the proposed FY 2023-24 CIP list of projects. If the proposed Resolution is adopted, the CIP will be approved; the City Engineer will be authorized to approve plans/specifications (for design immunity purposes); and the Public Works Director will be authorized to solicit bids for CIP projects.

FISCAL IMPACT

The FY2023-24 proposed budget includes a list of projects with estimated costs and funding sources. Any Capital Improvement Project fiscal impact will be provided before contract award.

Respectfully submitted by:

Shawn Igoe
Director of Public Works

Prepared by:

Xochitl Tipan
Administrative Manager

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS

1. Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO. _____

A RESOLUTION FINDING THE FY 2023-24 CAPITAL IMPROVEMENT PLAN ("CIP") CONFORMS WITH THE GENERAL PLAN; AUTHORIZING THE CITY ENGINEER TO APPROVE PLANS AND SPECIFICATIONS FOR CAPITAL IMPROVEMENT PROJECTS; AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SOLICIT BIDS FOR CAPITAL IMPROVEMENT PROJECTS IDENTIFIED IN THE CIP.

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

SECTION 1: *Planning Agency.* Pursuant to Monterey Park Municipal Code ("MPMC") § 2.56.020(B), the City Council is the Monterey Park Planning Agency for purposes of this Resolution. In accordance with Government Code § 65401, the Public Works Director prepared and submitted a capital improvement plan ("CIP") to the Planning Agency as set forth in attached Exhibit "A," which is incorporated by reference. Government Code § 65103(C) requires the Planning Agency to annually review the City's CIP to determine whether the CIP is consistent with the Monterey Park General Plan. The City Council finds that the CIP is consistent with the Monterey Park General Plan. Among other things the CIP meets the following goals in the General Plan:

- Goal 2.0 of the Circulation Element: Provide a local street system that accommodates current and future traffic volumes;
- Goal 5.0 of the Circulation Element: Create and maintain a connected system of bicycle routes and pedestrian facilities that meets the need of City residents;
- Goal 6.0 of the Circulation Element: Ensure that all development projects provide well-designed parking facilities that are safe, convenient, and attractive;
- Goal 3.0 of the Safety and Community Services Element: Protect public and private properties from geologic hazards associated with steep slopes, unstable hillsides, and liquefaction-prone areas;
- Goal 13.0 of the Safety and Community Services Element: Provide adequate sewer, water, and drainage systems to meet the needs of City residents and businesses; and
- Goal 4.0 of the Resources Element: Conserve and protect groundwater supply and water resources.

SECTION 2: *Design Immunity; City Engineer*. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 regarding the plans and construction of the CIP projects. Accordingly, the City Council authorizes the City Engineer to exercise discretionary approval for plans or designs for each project identified in the CIP

in advance of the construction or improvement. Such approval must conform with the following:

A. The City Engineer must determine that design and plans for the CIP projects are consistent with the City's standards, guidelines, practices, or otherwise comply with applicable law and engineering standards, guidelines, or practices.

B. Approval must be in writing and be stamped by the City Engineer while exercising his or her discretion in accordance with California law.

C. The design approval must occur before a solicitation of bids is issued in accordance with this Resolution and before actual construction work construction commences.

D. The City Engineer is authorized to act on the City's behalf in approving any alterations or modifications of approved design and plans.

SECTION 3: *Solicitation of Bids; Public Works Director*. For CIP projects exceeding the threshold in MPMC § 3.100.040 for informal bidding (at the time this Resolution was adopted, the threshold is $200,000 or more), the Public Works Director is authorized to solicit bids for projects identified in the CIP and in the current Budget Resolution without additional City Council authorization. Such solicitation for bids must comply with applicable California law including, without limitation, the Public Contract Code. The Public Works Director is required to bring all recommendations for award to the City Council.

SECTION 3: *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 4: *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 5: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 21st day of June.

_____
Jose Sanchez, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

Project	Fund	Project Description	Appropriation Amount	Year To Date Estimated Expenditures	FY 2022-2023 Carryover Balance	New Funding Request FY 2023-2024	Planned FY 2024-2025	Planned FY 2025-2026	Planned FY 2026-2027	Planned FY 2027-2028	Total Project Needs
		Enterprise Capital Projects									
86005	411	SEWER MASTER PLAN	$200,000.00	$0.00	$0.00	$0.00	$200,000.00	$0.00	$0.00	$0.00	$400,000.00
86005	419	SEWER MASTER PLAN	$71,177.00	$0.00	$49,190.00	$0.00	$21,987.00	$0.00	$0.00	$0.00	$71,177.00
96007	411	SEWER REPAIRS & PIPE RELINING	$609,235.00	$450,403.00	$158,832.00	$0.00	$0.00	$0.00	$0.00	$0.00	$609,235.00
99009	411	CHANDLER AVENUE PIPELINE REPLACEMENT	$160,000.00	$149,773.75	$10,226.25	$0.00	$0.00	$0.00	$0.00	$0.00	$160,000.00
99010	411	EMERSON AVENUE PIPELINE RELINING	$245,000.00	$0.00	$245,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$245,000.00
99011	411	EMERSON AVENUE PARALLEL PIPELINE	$615,000.00	$0.00	$615,000.00	$1,015,000.00	$0.00	$0.00	$0.00	$0.00	$1,630,000.00
96001	411	N. ATLANTIC SEWER IMPROVEMENT	$1,940,394.00	$736,539.15	$0.00	$0.00	$2,236,539.85	$0.00	$0.00	$0.00	$2,973,079.00
99014	411	CURED-IN PLACE PIPE RELINING- VARIOUS LOCATIONS (GARVEY)	$887,000.00	$0.00	$887,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$887,000.00
99015	411	SPOT REPAIRS AT VARIOUS LOCATIONS	$1,282,000.00	$659,268.84	$622,731.16	$0.00	$0.00	$0.00	$0.00	$0.00	$1,282,000.00
99016	411	CCTV FIELD EQUIPMENT UPGRADE	$71,000.00	$33,868.85	$37,131.15	$0.00	$0.00	$0.00	$0.00	$0.00	$71,000.00
99020	411	SEWER SYSTEM INVENTORY & MAPPING AND STAFF TRAINING	$0.00	$0.00	$0.00	$0.00	$156,435.00	$0.00	$0.00	$0.00	$156,435.00
99021	411	PIPELINE REPLACEMENT - CIPRIANO AND EL PORTAL	$0.00	$0.00	$0.00	$0.00	$304,886.00	$0.00	$0.00	$0.00	$304,886.00
NEW	411	SEWER MANHOLE REHABILITATION	$0.00	$0.00	$0.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$0.00	$1,200,000.00
NEW	411	SEWER REPAIRS AT VARIOUS LOCATIONS	$0.00	$0.00	$0.00	$1,500,000.00	$1,500,000.00	$1,500,000.00	$1,500,000.00	$0.00	$6,000,000.00
		Sewer Sub-total	$6,080,806.00	$2,029,853.59	$2,625,110.56	$2,815,000.00	$4,719,847.85	$1,800,000.00	$1,800,000.00	$0.00	$8,789,812.00
86007	401	WATER MASTER PLAN	$286,809.00	$104,233.00	$182,576.00	$0.00	$0.00	$0.00	$0.00	$0.00	$286,809.00
99012	402	GROUNDWATER TREATMENT SYSTEM	$105,541.02	$0.00	$105,541.02	$0.00	$0.00	$0.00	$0.00	$0.00	$105,541.02
99012	403	GROUNDWATER TREATMENT SYSTEM	$6,837,000.00	$5,537,807.07	$1,299,192.93	$0.00	$0.00	$0.00	$0.00	$0.00	$6,837,000.00
99005	401	MIRA VALLE WATER PROJECT	$540,000.00	$0.00	$0.00	$0.00	$540,000.00	$0.00	$0.00	$0.00	$540,000.00
99006	401	MPK GOLF COURSE WATER MAIN EXTENSION	$630,000.00	$0.00	$0.00	$0.00	$630,000.00	$0.00	$0.00	$0.00	$630,000.00
99007	401	RUSSELL STREET RESERVOIR	$1,199,625.00	$19,992.45	$0.00	$0.00	$2,315,007.55	$0.00	$0.00	$0.00	$3,514,632.55
96001	401	N. ATLANTIC WATER IMPROVEMENT	$1,668,753.00	$10,175.00	$1,658,578.00	$0.00	$345,922.00	$0.00	$0.00	$0.00	$2,014,675.00
99022	409	PLC UPGRADE	$387,341.00	$0.00	$387,341.00	$212,659.00	$0.00	$0.00	$0.00	$0.00	$600,000.00
99023	409	WATER MAIN REPLACEMENT - NORTHEAST	$112,491.00	$13,032.00	$99,459.00	$0.00	$0.00	$0.00	$0.00	$0.00	$112,491.00
99023	401	WATER MAIN REPLACEMENT - NORTHEAST	$2,602,305.00	$0.00	$2,602,305.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,602,305.00
99024	401	WATER METER REPLACEMENTS	$5,000,000.00	$53,611.56	$4,946,388.44	$0.00	$4,000,000.00	$0.00	$0.00	$0.00	$9,000,000.00
99025	401	MONTEREY PASS RD WATER MAIN IMPROVEMENTS	$8,241,000.00	$1,504,235.90	$6,736,764.10	$0.00	$0.00	$0.00	$0.00	$0.00	$8,241,000.00
NEW	401	WATER MAIN REPLACEMENT - NORTHEAST (PHASE 4)	$0.00	$0.00	$0.00	$0.00	$2,400,000.00	$0.00	$0.00	$0.00	$2,400,000.00
NEW	401	WATER MAIN REPLACEMENT - NORTHEAST (PHASE 5)	$0.00	$0.00	$0.00	$0.00	$0.00	$2,700,000.00	$0.00	$0.00	$2,700,000.00
NEW	401	DE LA FUENTE ST MAINLINE REPLACEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$6,000,000.00	$0.00	$0.00	$6,000,000.00
NEW	401	MONTECHICO DR MAINLINE REPLACEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$1,300,000.00	$0.00	$0.00	$1,300,000.00
NEW	401	RUSSELL BOOSTER STATION	$0.00	$0.00	$0.00	$0.00	$0.00	$2,800,000.00	$0.00	$0.00	$2,800,000.00
NEW	401	BROCKWELL AVE MAINLINE REPLACEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,500,000.00	$0.00	$5,500,000.00
NEW	401	REPLACE DELTA SETTLING TANKS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,700,000.00	$0.00	$2,700,000.00
NEW	401	EAST GRAVES AVE MAINLINE REPLACEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$670,000.00	$670,000.00
NEW	401	BRIGHTWOOD BOOSTER STATION REHAB	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,900,000.00	$1,900,000.00
NEW	401	GRAYLOCK AVE MAINLINE REPLACEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,000,000.00	$3,000,000.00
NEW	401	PIPELINE SEISMIC UPGRADE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$200,000.00	$200,000.00
NEW	401	DELTA BOOSTER STATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NEW	401	DONCREST ST MAINLINE REPLACEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Water Sub-total	$27,610,865.02	$7,243,086.98	$18,018,145.49	$212,659.00	$10,230,929.55	$12,800,000.00	$8,200,000.00	$5,770,000.00	$63,654,453.57
		Enterprise Capital Projects Subtotal	**$33,691,671.02**	**$9,272,940.57**	**$20,643,256.05**	**$3,027,659.00**	**$14,950,777.40**	**$14,600,000.00**	**$10,000,000.00**	**$5,770,000.00**	**$72,444,265.57**

Project	Fund	Project Description	Appropriation Amount	Year To Date Estimated Expenditures	FY 2022-2023 Carryover Balance	New Funding Request FY 2023-2024	Planned FY 2024-2025	Planned FY 2025-2026	Planned FY 2026-2027	Planned FY 2027-2028	Total Project Needs
		Street Construction Capital Projects									
96004	239	DOWNTOWN TRAFFIC SIGNAL IMPROV	$343,744.00	$239,946.35	$103,797.65	$0.00	$0.00	$0.00	$0.00	$0.00	$343,744.00
96004	246	DOWNTOWN TRAFFIC SIGNAL IMPROV	$932,500.00	$52,977.63	$879,522.37	$0.00	$0.00	$0.00	$0.00	$0.00	$932,500.00
96012	101	POTRERO GRANDE RENOVATION	$3,588,858.60	$60,580.00	$3,528,278.60	$0.00	$0.00	$0.00	$0.00	$0.00	$3,588,858.60
96023	239	GARFIELD AVENUE CAPACITY IMPROVEMENT	$700,000.00	$212.50	$699,787.50	$0.00	$0.00	$0.00	$0.00	$0.00	$700,000.00
96024	239	ATLANTIC AVENUE CAPACITY IMPROVEMENT	$250,000.00	$212.50	$249,787.50	$1,650,000.00	$0.00	$0.00	$0.00	$0.00	$1,900,000.00
96025	239	RAMONA ROAD CAPACITY IMPROVEMENT	$575,000.00	$2,096.00	$572,904.00	$175,000.00	$1,000,000.00	$650,000.00	$0.00	$0.00	$2,400,000.00
96026	239	ADAPTIVE TRAFFIC/TRAFFIC RESPONSIVE CONTROL SYSTEM	$1,750,000.00	$15,608.50	$1,734,391.50	$2,250,000.00	$5,000,000.00	$0.00	$0.00	$0.00	$9,000,000.00
96027	601	PAVEMENT MANAGEMENT STUDY	$94,269.00	$32,960.00	$61,309.00	$0.00	$90,000.00	$0.00	$0.00	$0.00	$184,269.00
96028	246	GARFIELD AVE TRAFFIC SIGNAL IMPROVEMENTS	$537,200.00	$44,928.35	$492,271.65	$0.00	$0.00	$0.00	$0.00	$0.00	$537,200.00
96030	601	SLURRY SEAL - VARIOUS LOCATIONS	$1,231,004.00	$805,265.65	$425,738.35	$1,032,933.00	$0.00	$0.00	$0.00	$0.00	$2,263,937.00
96031	601	STREET REHABILITATION -VARIOUS LOCATIONS	$11,388,652.00	$1,962,846.90	$9,425,805.10	$7,029,985.00	$0.00	$0.00	$0.00	$0.00	$18,418,637.00
96031	101	STREET REHABILITATION-VARIOUS LOCATIONS	$35,350.00	$0.00	$35,350.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,350.00
96034	281	SCHOOL AND CROSSWALK SAFETY ENHANCEMENT PROJECT	$1,354,900.00	$0.00	$1,354,900.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,354,900.00
96034	239	SCHOOL AND CROSSWALK SAFETY ENHANCEMENT PROJECT	$489,657.00	$69,398.00	$420,259.00	$0.00	$0.00	$0.00	$0.00	$0.00	$489,657.00
96035	239	CESAR CHAVEZ AVE. PAVING PROJECT	$55,000.00	$0.00	$55,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,000.00
96036	237	STREET REHABILITATION -VARIOUS LOCATIONS (RMRA)	$1,252,121.00	$5,889.13	$1,246,231.87	$0.00	$0.00	$0.00	$0.00	$0.00	$1,252,121.00
96038	240	MAT CYCLE 1- POTRERO GRANDE REGIONAL PROJECT	$108,750.00	$0.00	$108,750.00	$1,646,112.00	$4,329,753.00	$281,610.00	$0.00	$0.00	$6,366,225.00
96039	242	SIDEWALK REPAIR PROJECT	$922,672.00	$0.00	$922,672.00	$0.00	$0.00	$0.00	$0.00	$0.00	$922,672.00
96039	238	SIDEWALK REPAIR PROJECT	$802,182.00	$0.00	$802,182.00	$0.00	$0.00	$0.00	$0.00	$0.00	$802,182.00
96039	236	SIDEWALK REPAIR PROJECT	$174,946.00	$0.00	$174,946.00	$0.00	$0.00	$0.00	$0.00	$0.00	$174,946.00
96005	241	TRAFFIC SIGNAL UPGRADES	$200,000.00	$0.00	$0.00	$200,000.00	$0.00	$0.00	$0.00	$0.00	$200,000.00
NEW	246	MONTEREY PASS STREET REHABILITATION	$0.00	$0.00	$0.00	$1,064,323.00	$0.00	$0.00	$0.00	$0.00	$1,064,323.00
NEW	242	SLURRY SEAL	$0.00	$0.00	$0.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$2,500,000.00
NEW	237	STREET REHABILITATION - VARIOUS STREETS	$0.00	$0.00	$0.00	$1,500,000.00	$1,500,000.00	$1,500,000.00	$1,500,000.00	$150,000.00	$6,150,000.00
NEW	241	SIDEWALK REPAIRS - CITYWIDE	$0.00	$0.00	$0.00	$179,557.00	$180,000.00	$180,000.00	$180,000.00	$180,000.00	$899,557.00
NEW	236	SIDEWALK REPAIRS - CITYWIDE	$0.00	$0.00	$0.00	$70,443.00	$70,000.00	$70,000.00	$70,000.00	$70,000.00	$350,443.00
NEW	218	SAFE STREETS FPR ALL (SS4A)	$0.00	$0.00	$0.00	$984,000.00	$0.00	$0.00	$0.00	$0.00	$984,000.00
NEW	239	SAFE STREETS FPR ALL (SS4A)	$0.00	$0.00	$0.00	$246,000.00	$0.00	$0.00	$0.00	$0.00	$246,000.00
NEW	241	BUS STOP IMPROVEMENTS	$0.00	$0.00	$0.00	$600,000.00	$0.00	$0.00	$0.00	$0.00	$600,000.00
NEW		ALLEYS REHABILITATION	$0.00	$0.00	$0.00	$0.00	$2,930,000.00	$2,544,000.00	$2,671,000.00	$2,804,000.00	$10,949,000.00
		Street Sub-total	$26,786,805.60	$3,292,921.51	$23,293,884.09	$19,128,353.00	$15,599,753.00	$5,725,610.00	$4,921,000.00	$3,704,000.00	$75,665,521.60
99003	248	EAST LA SUSTAINABLE MEDIAN STORMWATER	$600,000.00	$600,000.00	$0.00	$600,000.00	$0.00	$0.00	$0.00	$0.00	$ 1,200,000.00
96033	248	CATCH BASIN CPS UNITS	$302,250.00	$8,068.06	$294,181.94	$0.00	$0.00	$0.00	$0.00	$0.00	$ 302,250.00
NEW	248	STORM DRAIN MASTER PLAN	$0.00	$0.00	$0.00	$153,233.00					
		Drainage Sub-total	$902,250.00	$608,068.06	$294,181.94	$753,233.00	$0.00	$0.00	$0.00	$0.00	$1,502,250.00
											$ -
		Street Construction Capital Projects Subtotal	**$27,689,055.60**	**$3,900,989.57**	**$23,588,066.03**	**$19,881,586.00**	**$15,599,753.00**	**$5,725,610.00**	**$4,921,000.00**	**$3,704,000.00**	**$77,167,771.60**

Project	Fund	Project Description	Appropriation Amount	Year To Date Estimated Expenditures	FY 2022-2023 Carryover Balance	New Funding Request FY 2023-2024	Planned FY 2024-2025	Planned FY 2025-2026	Planned FY 2026-2027	Planned FY 2027-2028	Total Project Needs
		Community Capital Improvement Projects									
81401	502	IT EMERGENCY / MASTER PLAN	$50,000.00	$0.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00
87001	101	COMPREHENSIVE GENERAL PLAN	$346,632.27	$382,570.12	-$35,937.85	$0.00	$0.00	$0.00	$0.00	$0.00	$346,632.27
91401	502	NETWORK EQUIPMENT (ERP)	$1,133,563.16	$999,933.32	$133,629.84	$0.00	$0.00	$0.00	$0.00	$0.00	$1,133,563.16
93004	363	CITYWIDE CAMERAS	$1,312,127.00	$1,302,127.00	$10,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,312,127.00
93004	401	CITYWIDE CAMERAS	$238,210.00	$238,210.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$238,210.00
93004	411	CITYWIDE CAMERAS	$42,761.00	$42,761.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,761.00
93004	421	CITYWIDE CAMERAS	$42,761.00	$42,761.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,761.00
93004	501	CITYWIDE CAMERAS	$64,141.00	$62,940.31	$1,200.69	$0.00	$0.00	$0.00	$0.00	$0.00	$64,141.00
96018	101	DOWNTOWN PARKING LOT IMPROVEMENTS	$567,153.00	$0.00	$567,153.00	$0.00	$0.00	$0.00	$0.00	$0.00	$567,153.00
96029	363	CITY HALL A/C UNITS REPLACEMENT	$345,451.00	$51,045.00	$294,406.00	$0.00	$0.00	$0.00	$0.00	$0.00	$345,451.00
95011	231	LIBRARY STORYROOM EXPANSION AND STAINED GLASS	$30,000.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,000.00
95011	363	LIBRARY STORYROOM EXPANSION AND STAINED GLASS	$120,000.00	$0.00	$120,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$120,000.00
95013	231	BARNES GYM RESTROOMS UPGRADES	$230,000.00	$6,333.00	$223,667.00	$0.00	$0.00	$0.00	$0.00	$0.00	$230,000.00
95014	231	LANGLEY RESTROOMS UPGRADES	$200,000.00	$0.00	$200,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$200,000.00
95014	362	LANGLEY RESTROOMS UPGRADES	$545,603.00	$0.00	$545,603.00	$0.00	$0.00	$0.00	$0.00	$0.00	$545,603.00
95016	363	GATE RAMP	$60,000.00	$13,497.38	$46,502.62	$0.00	$0.00	$0.00	$0.00	$0.00	$60,000.00
95017	363	EDISON TRAILS PARK PLAYGROUND REPLACEMENT	$300,000.00	$63,169.88	$236,830.12	$0.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
95018	363	SEQUOIA PARK SMALL PLAYGROUND REPLACEMENT	$220,000.00	$0.00	$220,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$220,000.00
95019	363	GARVEY RANCH PARK BIG PLAYGROUND REPLACEMENT	$480,000.00	$0.00	$480,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$480,000.00
95020	363	GARVEY RANCH PARK SMALL PLAYGROUND REPLACEMENT	$175,000.00	$0.00	$175,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$175,000.00
95021	363	BELLA VISTA PARK PLAYGROUND REPLACEMENT	$200,000.00	$0.00	$200,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$200,000.00
95022	363	HIGHLANDS PARK SMALL PLAYGROUND REPLACEMENT	$175,000.00	$0.00	$175,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$175,000.00
95023	363	LASER CUT BASEBALL FIELDS	$30,000.00	$0.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,000.00
95024	363	HIGHLANDS PARK BIG PLAYGROUND REPLACEMENT	$450,000.00	$0.00	$450,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$450,000.00
95025	363	DUAL MODEM MDC'S	$127,528.00	$97,968.89	$29,559.11	$0.00	$0.00	$0.00	$0.00	$0.00	$127,528.00
95026	363	CITY HALL GENERATOR	$335,000.00	$1,701.00	$333,299.00	$0.00	$0.00	$0.00	$0.00	$0.00	$335,000.00
95027	387	SIERRA VISTA COURTS	$27,500.00	$26,043.69	$1,456.31	$0.00	$0.00	$0.00	$0.00	$0.00	$27,500.00
95028	387	BARNES PARK AMPHITHEATER SEATING	$188,492.00	$0.00	$188,492.00	$0.00	$0.00	$0.00	$0.00	$0.00	$188,492.00
95029	363	REKEYING OF CITY HALL DOORS	$100,000.00	$0.00	$100,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$100,000.00
95030	363	DEMOLITION OF TRAINING TOWER	$100,000.00	$0.00	$100,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$100,000.00
###	501	PUBLIC SAFETY	$60,000.00	$0.00	$60,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,000.00
###	501	PUBLIC WORKS VEHICLE	$150,000.00	$0.00	$150,000.00	$360,000.00	$0.00	$0.00	$0.00	$0.00	$510,000.00
###	238	RECREATION AND COMMUNITY SERVICES VEHICLES	$245,000.00	$0.00	$245,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$245,000.00
###	401	PUBLIC WORKS VEHICLE (WATER)	$70,000.00	$0.00	$70,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$70,000.00
NEW	362	PARK RESTROOM IMPROVEMENTS - BARNES PARK	$0.00	$0.00	$0.00	$445,000.00	$0.00	$0.00	$0.00	$0.00	$445,000.00
NEW	362	PARK RESTROOM IMPROVEMENTS	$0.00	$0.00	$0.00	$0.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$1,600,000.00
NEW	101	AMBULANCE	$0.00	$0.00	$0.00	$425,000.00	$0.00	$0.00	$0.00	$0.00	$425,000.00
NEW	101	ELDER GYM ROOF REPAIR	$0.00	$0.00	$0.00	$433,000.00	$0.00	$0.00	$0.00	$0.00	$433,000.00
NEW	101	CITY HALL SKYLIGHTS ATRIUM REPLACEMENT	$0.00	$0.00	$0.00	$300,000.00	$0.00	$0.00	$0.00	$0.00	$300,000.00
NEW	101	CITY HALL LROOF REPAIR	$0.00	$0.00	$0.00	$693,000.00	$0.00	$0.00	$0.00	$0.00	$693,000.00
NEW	101	GARVEY RANCH PARK MUSEUM ROOF REPAIRS	$0.00	$0.00	$0.00	$140,000.00	$0.00	$0.00	$0.00	$0.00	$140,000.00
NEW	101	LANGLEY CENTER ROOF	$0.00	$0.00	$0.00	$100,000.00	$0.00	$0.00	$0.00	$0.00	$100,000.00
NEW	101	BARNES GYM ROOF	$0.00	$0.00	$0.00	$100,000.00	$0.00	$0.00	$0.00	$0.00	$100,000.00
NEW	101	POLICE VEHICLE	$0.00	$0.00	$0.00	$66,790.65	$200,000.00	$0.00	$0.00	$0.00	$266,790.65
		Community Capital Improvement Projects Subtotal	**$8,966,379.93**	**$3,535,519.09**	**$5,430,860.84**	**$3,062,790.65**	**$600,000.00**	**$400,000.00**	**$400,000.00**	**$400,000.00**	**$13,829,170.58**

Project	Fund	Project Description	Appropriation Amount	Year To Date Estimated Expenditures	FY 2022-2023 Carryover Balance	New Funding Request FY 2023-2024	Planned FY 2024-2025	Planned FY 2025-2026	Planned FY 2026-2027	Planned FY 2027-2028	Total Project Needs
TOTAL ALL FUNDS											
	101	GENERAL FUND	$4,537,993.87	$443,150.12	$4,094,843.75	$2,257,790.65	$200,000.00	$0.00	$0.00	$0.00	$6,995,784.52
	218	SS4A	$0.00	$0.00	$0.00	$984,000.00	$0.00	$0.00	$0.00	$0.00	$984,000.00
	231	PUBLIC/PARKS/LIBRARY DIF	$460,000.00	$6,333.00	$453,667.00	$0.00	$0.00	$0.00	$0.00	$0.00	$460,000.00
	236	TRANSPORTATION DEVELOPMENT ACT 3	$174,946.00	$0.00	$174,946.00	$70,443.00	$70,000.00	$70,000.00	$70,000.00	$70,000.00	$525,389.00
	237	SB1	$1,252,121.00	$5,889.13	$1,246,231.87	$1,500,000.00	$1,500,000.00	$1,500,000.00	$1,500,000.00	$150,000.00	$7,402,121.00
	238	PROP A	$1,047,182.00	$0.00	$1,047,182.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,047,182.00
	239	MEASURE R	$4,163,401.00	$327,473.85	$3,835,927.15	$4,321,000.00	$6,000,000.00	$650,000.00	$0.00	$0.00	$15,134,401.00
	240	Measure M	$108,750.00	$0.00	$108,750.00	$1,646,112.00	$4,329,753.00	$281,610.00	$0.00	$0.00	$6,366,225.00
	241	PROP C	$200,000.00	$0.00	$0.00	$979,557.00	$180,000.00	$180,000.00	$180,000.00	$180,000.00	$1,699,557.00
	242	GAS TAX	$922,672.00	$0.00	$922,672.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$500,000.00	$3,422,672.00
	246	HIGHWAY SAFETY IMPROV PROGRAM	$1,469,700.00	$97,905.98	$1,371,794.02	$1,064,323.00	$0.00	$0.00	$0.00	$0.00	$2,534,023.00
	248	MEASURE W	$902,250.00	$608,068.06	$294,181.94	$753,233.00	$0.00	$0.00	$0.00	$0.00	$1,502,250.00
	362	CDBG	$545,603.00	$0.00	$545,603.00	$445,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$2,590,603.00
	363	ARPA	$4,530,106.00	$1,529,509.15	$3,000,596.85	$0.00	$0.00	$0.00	$0.00	$0.00	$4,530,106.00
	379	MTA MONTEREY PASS BIKE GRANT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	387	PER CAPITA 68 GRANT	$215,992.00	$26,043.69	$189,948.31	$0.00	$0.00	$0.00	$0.00	$0.00	$215,992.00
	401	WATER	$20,476,702.00	$1,930,457.91	$16,196,611.54	$0.00	$10,230,929.55	$12,800,000.00	$8,200,000.00	$5,770,000.00	$56,307,631.55
	402	WATER TREATMENT	$105,541.02	$0.00	$105,541.02	$0.00	$0.00	$0.00	$0.00	$0.00	$105,541.02
	403	WATER TREATMENT	$6,837,000.00	$5,537,807.07	$1,299,192.93	$0.00	$0.00	$0.00	$0.00	$0.00	$6,837,000.00
	409	WATER - DIF	$499,832.00	$13,032.00	$486,800.00	$212,659.00	$0.00	$0.00	$0.00	$0.00	$712,491.00
	411	SEWER	$6,052,390.00	$2,072,614.59	$2,575,920.56	$2,815,000.00	$4,697,860.85	$1,800,000.00	$1,800,000.00	$0.00	$15,961,396.00
	419	SEWER - DIF	$71,177.00	$0.00	$49,190.00	$0.00	$21,987.00	$0.00	$0.00	$0.00	$71,177.00
	421	REFUSE	$42,761.00	$42,761.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,761.00
	501	SHOP	$274,141.00	$62,940.31	$211,200.69	$360,000.00	$0.00	$0.00	$0.00	$0.00	$634,141.00
	502	TECHNOLOGY	$1,388,020.66	$1,204,390.82	$183,629.84	$0.00	$0.00	$0.00	$0.00	$0.00	$1,388,020.66
	601	STREET BONDS	$12,713,925.00	$2,801,072.55	$9,912,852.45	$8,062,918.00	$90,000.00	$0.00	$0.00	$0.00	$20,866,843.00
	621	SALES TAX BONDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	GRANT	GRANTS	$0.00	$443,150.12	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL ALL FUNDS	**$68,992,206.55**	**$17,152,599.35**	**$48,307,282.92**	**$25,972,035.65**	**$28,220,530.40**	**$18,181,610.00**	**$12,650,000.00**	**$7,070,000.00**	**$158,337,307.75**