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
September 18, 2024
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. 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.

PUBLIC PARTICIPATION

You may speak up to 5 minutes on an/each 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 or by completing an online form at www.montereypark.ca.gov/writtencomm.

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.

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS

STAFF COMMUNICATIONS:

[1.] PRESENTATION

1-A. HEALING FUND UPDATE

[2.] OLD BUSINESS – None.

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

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 – AUGUST 2024

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. CONSIDERATION AND POSSIBLE ACTION TO ADOPT THE 2024 CONFLICT OF INTEREST CODE FOR THE CITY OF MONTEREY PARK IN ACCORDANCE WITH THE POLITICAL REFORM ACT

It is recommended that the City Council consider:

(1) Adopting the resolution amending the City's Conflict of Interest Code; and
(2) Taking such additional, related, action that may be desirable.

3-C. APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH CIVICPLUS LLC FOR A NEW AGENDA AND MEETING MANAGEMENT SYSTEM

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute an amendment to Agreement No. 1775-A with CivicPLus, LLC, in a form approved by the City Attorney, to provide an Agenda and Meeting Management Software for an amount not to exceed $60,000 for the term ending July 31, 2028;
(2) Authorizing the Finance Director to appropriate $12,908.60 from the Administration - General Fund to the FY2024-25 Budget.
(3) Taking such additional, related, action that may be desirable.

3-D. 2024 BANNED BOOKS WEEK RESOLUTION

It is recommended that the City Council consider:

(1) Adopting a resolution declaring the week of September 22-28, 2024 as Banned Books Week in Monterey Park,

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

3-E. 2024/2025 CANNABIS TAX FUND GRANT PROGRAM (CTFGP) FUNDING FOR TWO LAW ENFORCEMENT MOTORCYCLES

It is recommended that the City Council consider:

(1) Waiving bidding requirements pursuant to Monterey Park Municipal Codes §3.20.050 (2) through (4), and authorizing the City Manager to execute an amendment to Agreement No. 2004-A with Long Beach BMW Motorcycles, in a form approved by the City Attorney, for the purchase of two (2) 2024 BMW R1250 RT-P 753 law enforcement motorcycles;

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

3-F. AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE GREETINGS TOUR AND ARTIST VICTOR VING IN A FORM APPROVED BY THE CITY ATTORNEY FOR A COMMUNITY MURAL PROJECT FOR AN AMOUNT NOT TO EXCEED $40,000

It is recommended that the City Council consider:

(1) Authorizing the City Manager to negotiate and execute an agreement, in a form approved by the City Attorney, with the Greetings Tour and artist Victor Ving for a community mural for an amount not to exceed $40,000;

(2) Providing direction on the process for final art and location selection; and

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

3-G. EMERGENCY REPLACEMENT OF THE HVAC SYSTEM AT THE LANGLEY SENIOR CITIZEN CENTER– ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY AGREEMENTS, WITHOUT THE NEED FOR COMPETITIVE BIDDING TO COMPLETE THE HVAC REPLACEMENT

It is recommended that the City Council consider:

(1) Adopting a Resolution authorizing the City Manager to execute necessary Agreements, not to exceed $75,000, without the need for competitive bidding to complete emergency replacement of the HVAC system at the Langley Senior Citizen Center

(2) Appropriating $75,000 to the FY 2024-2025 Budget from the General Fund for the project; and

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

CEQA (California Environmental Quality Act):

This matter is categorically exempt from review under the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15269 (emergency repair to this public facility is necessary to maintain service essential to the public, health and welfare) and § 15301 (Existing Facilities). The extended repairs would result in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to regarding traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project. Additionally, the City Council's actions are exempt from additional CEQA review as they are being made to protect public and private property and necessary to maintain services essential to the public, health and welfare (*see*, *CalBeach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529: CEQA findings regarding an anticipated imminent emergency are valid).

3-H. BRUGGEMEYER LIBRARY IMPROVEMENTS – AUTHORIZE PURCHASE OF 26 NEW HVAC UNITS FROM CARRIER CORPORATION

It is recommended that the City Council consider:

(1) Waiving the bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050(4), and authorizing the City Manager to execute a contract with Carrier Corporation, in a form approved by the City Attorney, not to exceed the listed cost per Council's selected Option A, B or C to purchase 26 New HVAC Units for the Bruggemeyer Library;

(2) Authorizing the Director of Public Works to approve change orders and contingency up to $10,000; and

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

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the extension under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guidelines §§ 15060(c)(2), 15061(b)(3), and 15378 exempt activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, activities where there is possibility that it may have a significant effect on the environment, and activities that do not constitute a "project" as defined, respectively. This activity contemplates purchasing equipment only. Subsequent installation and construction will be evaluated separately under CEQA. Accordingly, this activity is exempt from further review.

3-I. FIRE STATION 63 UPGRADES AND REMODEL

It is recommended that the City Council consider:

(1) Adopting a Resolution to add Fire Station 63 upgrades and remodel to the Fiscal Year 2024-25 Capital Improvement Program;

(2) Appropriating $2 million in State funds for the proposed Capital Improvement Project; and

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

3-J. RUSSELL RESERVOIR 1A REHABILITATION PROJECT – AWARD OF PUBLIC WORKS CONTRACT TO CROSNO CONSTRUCTION INC.

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with Crosno Construction Inc. in the contract amount of $2,168,516 for the Russell Reservoir 1A Rehabilitation Project;

(2) Authorizing the Public Works Director to approve change orders not to exceed $325,277 over the total contract amount;

(3) Authorizing the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with SA Associates in the contract amount of $120,000 for Project Support Services for Russell Reservoir 1A Rehabilitation Project; and

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

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guideline § 15301(c) (Existing Facilities) exempts the operation, repair, maintenance, alteration of existing public or private structures which involve negligible or no expansion of existing or former use. The proposed work will occur entirely within an existing structure. Accordingly, no further environmental review is required.

[4.] PUBLIC HEARING

4-A. A PUBLIC HEARING TO CONSIDER APPROVAL OF THE CONSTRUCTION AND SUBDIVISION OF AIR RIGHTS FOR A 64-UNIT CONDOMINIUM DEVELOPMENT ("PROJECT") ON THE REAL PROPERTY LOCATED AT 338 – 410 SOUTH ALHAMBRA AVENUE, ALSO IDENTIFIED BY ASSESSOR'S PARCEL NUMBERS 5259-004-036, 5259-004-037, AND 5259-004-038

It is recommended that the City Council consider:

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

(2) Receiving documentary and testimonial evidence;

(3) Closing the public hearing;

(4) After considering the evidence received during the public hearing for the construction and subdivision of air rights for a 64-unit condominium development: (1) adopting a resolution to adopt a Mitigated Negative Declaration ("MND") (State Clearing House Number 2024051026) and approving Tentative Map No. 84188 ("TM-23-05"), Design Review ("DRB-23-105"); and (2) introducing and waiving the first reading of an ordinance approving Development Agreement ("DA-23-03") ; and

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

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the Project pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). An initial study was prepared in accordance with the CEQA Guidelines § 15063 ("IS") which shows that, if mitigated, the Project would not cause any significant environmental impacts. Accordingly, pursuant to CEQA § 21091, the City prepared a Mitigated Negative Declaration ("MND") of environmental impacts for the Project. Based on the IS findings, and with proposed mitigation measures for air quality, biological resources, cultural resources, geology and soils, and noise, the Project would not result in significant environmental impacts.

The IS, MND and a notice of intent to adopt the MND was prepared, circulated, and made available for public review between Thursday, May 23, 2024, and Wednesday, June 12, 2024. During this period, the City received 32 comments in support of the project and 35 comments protesting the project. While many of the comments received did not include CEQA related issues, those that did were evaluated and incorporated into the MND as appropriate. Accordingly, no further environmental review is required.

[5.] NEW BUSINESS – None.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

6-A. A RESOLUTION OF THE CITY COUNCIL OF MONTEREY PARK, CALIFORNIA, IN SUPPORT OF MEASURE G FOR A MORE ACCOUNTABLE, TRANSPARENT, AND REPRESENTATIVE LOS ANGELES COUNTY GOVERNMENT (REQUESTED BY MAYOR WONG)

It is recommended that the City Council consider:

(1) Adopting a Resolution of the City Council of Monterey Park, California, in support of Measure G for a more accountable, transparent, and representative Los Angeles County government; and

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

6-B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING AND RECOGNIZING OCTOBER 2024 AS DOMESTIC VIOLENCE AWARENESS MONTH (REQUESTED BY COUNCIL MEMBERS SANCHEZ AND LO)

It is recommended that the City Council consider:

(1) Adopting a Resolution of the City Council of Monterey Park, California, declaring and recognizing October 2024 as Domestic Violence Awareness Month; and

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

6-C. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING AND RECOGNIZING OCTOBER 3, 2024, AS LATINA EQUAL PAY DAY (REQUESTED BY COUNCIL MEMBER SANCHEZ)

It is recommended that the City Council consider:

(1) Adopting a Resolution of the City Council of Monterey Park, California, declaring and recognizing October 3, 2024, as Latina Equal Pay Day; and

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

[7.] FUTURE AGENDA ITEMS

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

ADJOURN

City Council Staff Report

DATE: September 18, 2024

AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council

FROM: Amy Lee, City Treasurer

SUBJECT: Monthly Investment Report – August 2024

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 desirable.

EXECUTIVE SUMMARY:

As of August 31, 2024, invested funds for the City of Monterey Park total $94,054,435.96.

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:

Inez Alvarez
City Manager

ATTACHMENT:

1. Monthly Investment Report

ATTACHMENT 1
Monthly Investment Report

CITY OF MONTEREY PARK
INVESTMENT REPORT
AUGUST 31, 2024

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 08/31/2024			**$ 94,054,435.96**

INVESTMENT COMPOSITION

(1)	**LA COUNTY POOLED INVESTMENT FUND**	ON DEMAND	4.110%	$ 25,636,882.54
(2)	**LOCAL AGENCY INVESTMENT FUND**	ON DEMAND	4.516%	$ 35,266,553.18
(3)	**CHANDLER ASSET MANAGEMENT**		4.98%	$ 25,306,000.24

	(4) **CERTIFICATES OF DEPOSIT**	Purchase Date	Maturity Date	Interest Rate	
1	TOYOTA FINANCIAL SAVINGS BANK	09/16/21	09/16/24	0.65%	245,000
2	SYNCHRONY BANK	09/17/21	09/17/24	0.65%	245,000
3	UBS BANK USA	09/22/21	09/23/24	0.65%	245,000
4	STATE BANK OF INDIA	10/18/21	10/18/24	0.70%	245,000
5	MEDALLION BANK UTAH	01/28/22	01/28/25	1.25%	245,000
6	PENTAGON FEDERAL UNION	01/31/22	01/31/25	1.25%	245,000
7	BEAL BANK	02/02/22	01/29/25	1.15%	245,000
8	VALLIANCE BANK	03/18/22	03/18/25	1.40%	245,000
9	STATE BANK OF TEXAS	03/25/22	03/25/25	1.45%	245,000
10	FIRST FED SAVINGS & LOAN	03/30/22	03/31/25	2.00%	245,000
11	LAFAYETTE FEDERAL CREDIT UNION	03/30/22	03/31/25	2.20%	245,000
12	COMENITY CAPITAL BANK	04/14/22	04/14/25	2.55%	245,000
13	AMERICU CREDIT UNION	04/21/22	04/21/25	2.30%	245,000
14	BALBOA THRIFT & LOAN	04/29/22	04/29/25	2.00%	245,000
15	FIRST TECHNOLOGY CREDIT UNION	08/05/22	08/05/24	3.25%	245,000
16	AUSTIN TELCO FEDERAL CREDIT UNION	12/16/22	12/16/24	5.00%	245,000
17	GREENWOOD MUNICIPAL FED CREDIT UNI(	01/27/23	01/27/25	4.80%	245,000
18	RAIZ CREDIT UNION	01/27/23	01/27/25	4.75%	245,000
19	WORKERS	01/27/23	01/27/25	4.70%	245,000
20	MANUF & TRADERS TRUST CO	01/31/23	01/31/26	4.25%	245,000
21	ALPINE BANK	01/31/23	01/31/25	4.55%	245,000
22	TECHNOLOGY FCU	02/10/23	02/24/25	5.00%	245,000
23	RED CROWN FCU	02/14/23	02/21/25	4.85%	245,000
24	UFIRST FEDERAL CREDIT UNION	02/15/23	02/25/25	4.85%	245,000
25	SEA COMM FEDERAL CREDIT UNION	02/23/23	03/03/25	4.90%	245,000
26	GLOBAL CREDIT UNION	05/02/23	05/12/25	4.85%	245,000
27	WESTERN ALLIANCE BANK	05/02/23	05/05/25	4.85%	245,000
28	PREFERRED BANK	09/03/23	09/03/24	4.16%	100,000
29	PREFERRED BANK	09/08/23	09/08/24	4.16%	150,000
30	BANK OF AMERICA	07/24/24	07/24/25	4.85%	245,000
31	FLASTAR BANK NA	07/25/24	01/26/26	4.85%	245,000
32	CONNEX CU	08/06/24	08/06/25	4.95%	245,000
33	TRUSTONE FINANCIAL FCU	08/15/24	08/15/25	4.45%	245,000
	Total CDs (32)			3.607%	***$ 7,845,000.00***

OTHER INFORMATION:

BANK BALANCE: [1]	$6,081,569.97
AVERAGE MATURITY DAYS	58
AVERAGE INTEREST RATE FOR THE MONTH	5.848%

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.

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.

PORTFOLIO SUMMARY

City of Monterey Park | Account #11189 | As of August 31, 2024

Portfolio Characteristics

Average Modified Duration	1.79
Average Coupon	3.89%
Average Purchase YTM	4.98%
Average Market YTM	4.38%
Average Quality	AA
Average Final Maturity	2.18
Average Life	1.86

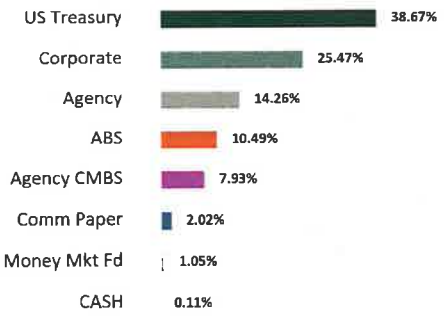
Account Summary

	Beg. Values as of 08/01/2024	End Values as of 08/31/2024
Market Value	25,412,968.39	25,631,726.59
Accrued Interest	207,586.72	216,057.96
Total Market Value	**25,620,555.12**	**25,847,784.55**
Income Earned	123,755.64	79,025.76
Cont/WD	0.00	0.00
Par	25,491,011.74	25,562,850.05
Book Value	25,211,207.75	25,306,000.24
Cost Value	25,141,220.89	25,220,723.51

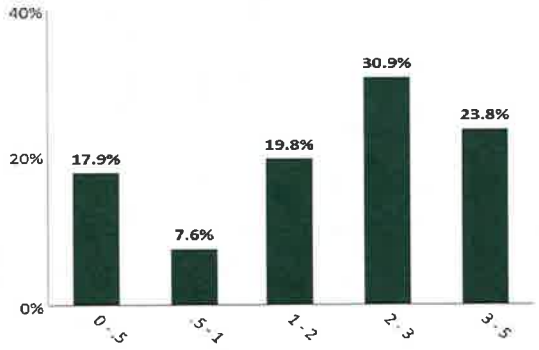
Top Issuers

United States	38.67%
FHLMC	7.93%
Federal Home Loan Banks	7.14%
Farm Credit System	7.12%
PACCAR Inc	2.26%
Bank of America Credit Card Trust	1.49%
John Deere Owner Trust	1.48%
Hyundai Auto Receivables Trust	1.38%

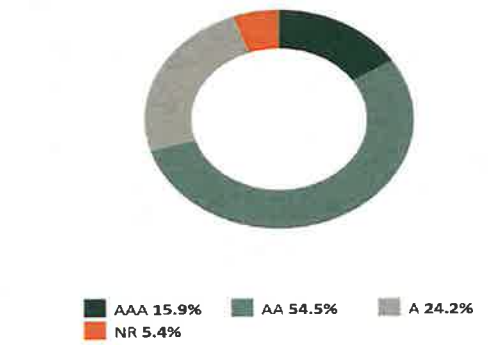
Sector Allocation



Maturity Distribution



Credit Quality



*See Footnote

Performance Review

Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (03/12/24)
City of Monterey Park	0.89%	2.66%	--	--	--	--	--	--	--
Benchmark Return*	0.90%	2.63%	--	--	--	--	--	--	--

*Periods over 1 year are annualized.
Benchmark: ICE BofA 1-3 Year US Treasury & Agency Index Secondary Benchmark:
The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

City Council Staff Report

DATE: September 18, 2024

AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council

FROM: Maychelle Yee, City Clerk

SUBJECT: Consideration and possible action to adopt the 2024 Conflict of Interest Code for the City of Monterey Park in accordance with the Political Reform Act

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting the resolution amending the City's Conflict of Interest Code; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Pursuant to the Political Reform Act, Government Code § 81000, *et seq*., every local agency is required to review its Conflict of Interest Code disclosure biennially to determine if the Code is accurate or in need of amendment. City staff has reviewed its previous determinations relating to disclosure levels and determined that Resolution No. 2022-R77 should be amended to include revisions consistent with existing positions in the City.

BACKGROUND:

On June 5, 2024, the City Council directed the City Clerk to review the City's Conflict of Interest Code in accordance with Government Code § 87306.5. A review of the City's 2022 Conflict of Interest Code shows that changes are desirable as set forth below and in the accompanying draft resolution.

In developing a disclosure list for the conflict of interest code, a designated employee or commissioner is an officer, employee, member or consultant of an agency whose position is designated in the code because the position entails the making or participation in the making of governmental decisions, which may foreseeably have a material effect on any financial interest (Government Code § 82019).

Making a governmental decision, means the person: (1) votes on a matter; (2) appoints a person; (3) obligates or commits his or her agency to any course of action; or (4) enters into any contractual agreement on behalf of his or her agency.

Participating in the making of a decision, means the person: (1) negotiates, without significant substantive review, with a governmental entity or private person regarding the decision; or (2) advises or makes recommendations to the decision-maker by conducting

research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the employee and the employee is attempting to influence the decision.

It should be stressed that this action does not relieve any public official, employee, or designated consultant following any and all state statutes governing conflict of interest or regulations promulgated by the Fair Political Practices Commission. This action is only an attempt by the City to appropriately notify the public of potential areas where a conflict may foreseeably arise in the course of these individuals carrying out their normal duties through public disclosure.

The following amendments are recommended:

- Adding new positions:
  - Media Supervisor
  - Senior Code Compliance Officer
  - Assistant Water Utility Manager

- Removing positions:
  - Members of the Personnel Board
  - Apprentice Fire Inspector
  - Support Services Manager
  - Support Services Supervisor

- Revising titles of existing positions:
  - Economic Development Manager/Economic Development Project Manager to Economic Development Manager
  - Division Chief to Battalion Chief
  - Fire Inspector to Fire Safety Specialist
  - Code Enforcement Officer to Code Compliance Officer
  - Management Services Department to Finance Department
  - Director of Management Services to Director of Finance
  - Financial Services Manager to Finance Manager
  - Director of Public Works/City Engineer to Director of Public Works
  - Assistant City Engineer to City Engineer

- Moving positions to accurately reflect the organizational chart as adopted in the 2024-25 City Budget :
  - Deputy City Clerk from the Office of the City Clerk to the Office of the City Manager
  - Economic Development Manager and Economic Development Specialist from the Office of the City Manager to Community Development Department

FISCAL IMPACT:

Administrative costs associated with staff review and recommendations to the City Council.

Respectfully submitted by:

Maychelle Yee
City Clerk

Prepared by:

Cindy H. Trang
Deputy City Clerk

Reviewed by:

Inez Alvarez
City Manager

Reviewed by:

Karl H. Berger
City Attorney

Attachments:

1. Draft Resolution

ATTACHMENT 1
Draft Resolution

RESOLUTION NO.

A RESOLUTION ADOPTING THE 2024 CONFLICT OF INTEREST CODE FOR THE CITY OF MONTEREY PARK IN ACCORDANCE WITH THE POLITICAL REFORM ACT.

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

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

A. The Political Reform Act (Government Code §§ 81000, *et seq.*; the "PRA") and regulations adopted pursuant to the PRA (2 Cal. Code of Regs. §§ 18700, *et seq.*; "FPPC Regs.") require local government to adopt conflict of interest codes ("COI").

B. The Fair Political Practices Commission promulgated FPPC Regs. § 18730, which contains the terms of a standard conflict of interest code that can be incorporated by reference as the City's COI.

C. The City Council directed the City Clerk's office to review the COI on June 5, 2024 pursuant to the PRA (Government Code § 87306.5).

D. The City Clerk finished that review and made recommendations which the City Council incorporated into this Resolution.

E. To fulfill its obligations under the PRA and FPPC Regs., the City Council adopts this 2024 Monterey Park COI as set forth in this Resolution.

SECTION 2: *2024 Monterey Park COI – Generally.* FPPC Regs. § 18730 is adopted by reference as the City of Monterey Park's 2024 COI. Except as modified in this Resolution, all requirements of FPPC Regs. § 18730 apply as if fully set forth in this Resolution.

SECTION 3: *Monterey Park 2024 COI - Changes.* The 2024 Monterey Park COI includes the following changes:

A. The term "investment" applies to financial interests in non-profit organizations as well as business entities;

B. The term "Appendix" refers to Section 4 of this Resolution.

SECTION 4: *Designated Officials, Employees and Consultants.* For purposes of FPPC Regs. § 18730, designated employees and consultants are set forth below:

A. Designated Officials and Employees:

The positions listed below are designated positions. Officers and employees holding those positions are designated employees and are deemed to make or participate in making decisions which may foreseeably have a material effect on a financial interest. Disclosure includes specific types of investments, business positions, interests in real property, and sources of income which may foreseeably be materially affected by any decision made or participated in by the designated employee. Such disclosures must be made at the times and circumstances described by the City's Conflict of Interest Code.

Designated employees must disclose all interests as required by the Political Reform Act and regulations promulgated thereto. When a new position classification is created ~~by the Administrative Services Department~~ for City Council approval, the ~~Administrative Services Department~~ City Manager's Office will recommend that the City Council decide whether the new position will be required to file a Statement of Economic Interest and be included as a designated position in the Conflict of Interest Code.

When the City Council establishes a Commission, Committee, or Board, the City Council will decide whether the members of the Commission, Committee or Boards be included as a designated position in the Conflict of Interest Code and the members of the Commission, Committee or Board so designated by the City Council, will be required to file a Statement of Economic Interest.

COUNCIL, COMMISSIONS, COMMITTEES & BOARDS:

* Members of the City Council
* Members of the Planning Commission
Members of the Business Improvement District Advisory Committee
Members of the Board of Library Trustees
Members of the Successor Agency to the Former Monterey Park Redevelopment Agency
~~Members of the Personnel Board~~

OFFICE OF THE CITY MANAGER:

* City Manager
Assistant City Manager
Deputy City Clerk
Media Supervisor
~~Economic Development Manager/Economic Development Project Manager~~
~~Economic Development Specialist~~

OFFICE OF THE CITY ATTORNEY:

* City Attorney
Assistant City Attorney
Deputy City Attorney

OFFICE OF THE CITY CLERK:

City Clerk
~~Deputy City Clerk~~

OFFICE OF THE CITY TREASURER:

* City Treasurer

COMMUNITY DEVELOPMENT DEPARTMENT:

Director of Community Development Department
Planning Manager
Economic Development Manager/~~Economic Development Project Manager~~
Economic Development Specialist
Senior Planner
Assistant Planner
Building Official
Building Inspector
Plan Checker

FIRE DEPARTMENT:

Fire Chief
~~Apprentice Fire Inspector~~
~~Division~~ Battalion Chief
~~Division Chief~~
Captain
Fire Marshal
~~Fire Inspector~~Fire Safety Specialist
Senior Code Compliance Officer
Code ~~Enforcement~~ Compliance Officer

HUMAN RESOURCES & RISK MANAGEMENT DEPARTMENT:

Director of Human Resources and Risk Management
Human Resources and Risk Management Manager
Senior Management Analyst
Principal Human Resources Analyst
Human Resource Analyst

LIBRARY:

City Librarian
Senior Librarian

Literacy Coordinator

~~MANAGEMENT SERVICES~~ FINANCE DEPARTMENT:

Director of Finance ~~Management Services~~
~~Financial~~ Finance Manager
Information Technology Manager
~~Support Services Manager~~
~~Support Services Supervisor~~
Information Systems Specialist
Senior Accountant

POLICE DEPARTMENT:

Police Chief
Police Captain
Police Lieutenant
Range Master
Technical Services Manager
Community Engagement Bureau Sergeant
Neighborhood Engagement Team Sergeant
Traffic Bureau Sergeant

PUBLIC WORKS DEPARTMENT:

Director of Public Works~~/City Engineer~~
~~Assistant~~ City Engineer
Administrative Manager
Public Works Manager
Water Utility Manager
Assistant Water Utility Manager
Civil Engineering Associate
Civil Engineer Assistant
Civil Engineer Technician

RECREATION & COMMUNITY SERVICES DEPARTMENT

Director of Recreation and Community Services
Recreation Manager
Recreation Supervisor

* Listed in the code for information purposes only. These positions file under Government Code Section 87200 with the Fair Political Practices Commission.

B. Consultants:

The City Manager may determine in writing that a particular consultant is hired to perform a range of duties that requires the consultant to fully comply with the disclosure requirements described in this section. Such written determination must include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager determination is a public record and must be retained for public inspection in the same manner and location as this conflict of interest code."

SECTION 5: *Statement of Economic Interests: Place of Filing*.

Designated employees must file Statements of Economic Interests with the City of Monterey Park, on forms created by the Fair Political Practices Commission, in conformance with the individual disclosure categories and state guidelines, when requested by the City Clerk. The City Clerk will retain custody of the Statements and make them available for public inspection and reproduction. Designated employees listed in the Code with an asterisk (*) must either file their Statements directly with the Fair Political Practices Commission in conformance with state guidelines, or file one original copy of their Statement of Economic Interest with the City Clerk, who must make and retain a copy and forward the original to the California Fair Political Practices Commission. All other designated employees must file one original copy of their Statement of Economic Interest with the City Clerk.

SECTION 6: *Disclosure and Disqualification:*

A. Interest and Positions in Non-Profit Organizations. Whenever a disclosure category requires disclosure of specific financial interests or positions in business entitles, disclosure of equivalent financial interests or positions in non-profit organizations is required. Disqualification must be required as to a disclosed interest or position in a non-profit organization whenever disqualification would have been required as a result of an equivalent financial interest or position in a business entity.

B. Proximity of Officials – Financial Interest Presumed. It is the responsibility of the City Clerk, or designee, to prepare and maintain conflict maps for each elected and appointed public official serving on the City Council, boards, commissions, or committees. Such conflict maps must graphically depict radii lines measuring (1) 500 feet from an official's interests in real property; and (2) 1,000 feet from an official's interests in real property. Such radial lines must be measured from the parcel lines in accordance with FPPC Regs. Before each meeting, the City Clerk's

designee must inform public officials regarding potential conflicts based upon real property interests based upon such conflict maps.

SECTION 7: *Travel Payments, Advances and Reimbursements*. If a payment, including an advance or reimbursement, for travel is required to be reported pursuant to Government Code § 87207, it may be reported on a separate travel reimbursement schedule which shall be included in the filer's statement of economic interests. A filer who chooses not to use the travel schedule shall disclose payments for travel as a gift, unless it is clear from all surrounding circumstances that the services provided were equal to or greater in value than the payments for the travel, in which case the travel may be reported as income.

SECTION 8: Resolution No. 2022-R77 (adopted October 5, 2022) and any other resolution or policy purporting to establish a conflict of interest code, are superseded by this Resolution.

SECTION 9: Repeal of any provision of any resolution or policy herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Resolution's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution.

SECTION 10: A late fine of $10 per day up to a maximum of $100 will be assessed, commencing on the day after the form is due to the City Clerk's office. In addition, if a matter is referred to the FPPC's Enforcement Division for failure to file or failure to include all required economic interests, the fine may be substantially higher. If an individual does not pay a fine, the matter may be referred to the Finance Tax Board for collection.

SECTION 11: 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: The City Clerk will certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

SECTION 13: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 18th day of September, 2024.

_____
Thomas Wong, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: September 18, 2024
AGENDA ITEM NO: Consent Calendar - 3C

TO: The Honorable Mayor and City Council

FROM: Diana Garcia, Assistant City Manager

SUBJECT: Approval of an Amendment to the Agreement with CivicPlus LLC for a new Agenda and Meeting Management System

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an amendment to Agreement No. 1775-A with CivicPLus, LLC, in a form approved by the City Attorney, to provide an Agenda and Meeting Management Software for an amount not to exceed $60,000 for the term ending July 31, 2028;
2. Authorizing the Finance Director to appropriate $12,908.60 from the Administration - General Fund to the FY2024-25 Budget.
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

CivicPlus, LLC currently manages the city's website. Staff recommends an amendment to Agreement No. 1775-A to add an Agenda and Meeting Management Software to assist staff with the drafting, routing, and creation of agenda packets for both City Council and Commission/Board meetings. The proposed system will also provide enhanced features such as a voting system and assistance with the preparation of meeting minutes.

BACKGROUND:

City staff had reviewed the product demonstrations of the agenda management systems from its current document depository/public document portal provider, GRM Document Management and its current website provider, CivicPlus, LLC. In evaluating the two solutions, staff considered the needs of the city which included customized staff report and agenda templates, methods for convenient agenda modifications, efficient management of agenda packets, and a well-organized automated routing and approval process.

After evaluation of the two products, GRM's software did not meet all the criteria and had a higher initial start-up cost. CivicPlus's software meets the needs of the city while also providing a component for a Live Meeting Manager; a feature which migrate agenda contents, records official actions and discussions into a meeting minutes template. The

software will assist with timely submission of meetings minutes. Staff anticipates the implementation process will take roughly 6-8 months.

Staff realizes the important role residents and public have in civic engagement and focused on a system that provides easy access to agenda packets and legislative decisions to ensure that the community is engaged and informed when determining the best suited software.

2024-25 STRATEGIC PLAN GOAL:

The proposed amendment meets the City's goal to enhance public communication and civic engagement to reach all members of our community.

FISCAL IMPACT:

The proposed Amendment has an initial cost of $12,908.60 and a reoccurring annual cost of $8,406, with an annual 5% increase. The City Clerk's office is requesting a budget appropriation in FY2024-25 of $12,908.60 for the initial cost in Account No. 105-1301-5301. The annual reoccurring cost will be budgeted each fiscal year of service.

Respectfully submitted by:

Diana Garcia
Assistant City Manager

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Justin A. Tamayo
Deputy City Attorney

ATTACHMENT(S):

1. CivicPlus, LLC proposal

ATTACHMENT 1
CIVICPLUS, LLC Proposal

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-62469-1
Date: 1/30/2024 10:35 AM
Expires On: 7/31/2024

Client:
City of Monterey Park, CA

Bill To:
Monterey Park CA - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Bryan Mertz		bryan.mertz@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	0	USD -1,962.40

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration	0	USD 2,220.00
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	0	USD 420.00
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting	0	USD 480.00
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	0	USD 720.00
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	0	USD 2,625.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	Agenda and Meeting Management Select Annual Fee	Agenda and Meeting Management Select Annual Fee	24.925	USD 6,006.00
1.00	Live Meeting Manager Annual Fee	Agenda and Meeting Management Select: Live Meeting Manager Annual Fee - Live Meeting, Electronic Voting, Display Pages	0.000	USD 2,400.00

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	Agenda and Meeting Management Select: Premium Implementation Package	Premium Implementation Package – Up to # of Boards	0	USD 0.00

~~List Price - Initial Term Total~~	~~USD 16,865.00~~
Total Investment - Initial Term	USD 12,908.60
Annual Recurring Services (Subject to Uplift)	USD 8,406.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature
By (please sign):

_____
Printed Name:

_____
Title:

_____
Date:

_____

CivicPlus
By (please sign):

_____
Printed Name:

_____
Title:

_____
Date:

_____

Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____

_____
Mailing Address: (If different from above)

_____

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

_____

From: Bryan Mertz <bryan.mertz@civicplus.com>
Sent: Thursday, June 27, 2024 10:34 AM
To: Cho, Helena <HCho@MontereyPark.ca.gov>
Cc: Trang, Cindy <CTrang@MontereyPark.ca.gov>
Subject: RE: Monterey Park - CivicPlus Agenda and Meeting Management

[EXTERNAL EMAIL]

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

Hi Helena – Here's some additional info.

Premium Implementation:
Our Premium Implementation Package is the perfect fit for automating manual or inefficient agenda and meeting processes. It is designed for organizations with less than 50 internal users and a desire for a guided implementation experience.

Project Timeline

Twenty to Twenty-Four Weeks

PHASE 1: INITIATE

- Project Kickoff

PHASE 2: ANALYZE

- Template Review
- Approvals

PHASE 3: OPTIMIZE

- Consulting
- Premium configuration
- Configuration adjustments based on feedback

PHASE 4: EDUCATE

- Live virtual training

PHASE 5: LAUNCH

- System launch

Statement of Work

- Consulting
    - Up to 2 hours of virtual consulting

- Design
  - Up to 5 custom templates
    - 2 custom Agenda Templates (encourage templates): Main Agenda and Secondary Agenda
    - 1 custom Item Report (varied by customer)
- Configuration
  - Up to 10 Meeting Types (watch for variance)
  - First Look Meeting
  - Template Feedback - confirm templates, login (30–60 minutes)
- Training
  - Up to 4 hours of virtual training
    - Admin Training (90 minutes)
    - User Training (60-90 minutes; pending item report)
    - Minutes Training (60 minutes)
    - Additional Training (per scope and consulting)

Custom Template Design – We will work with the city to create custom templates for your agendas.
Consulting – provide general best practices to leverage the solution efficiently.
Training – provide training on the solution.
File Import – import up to 7500 historical files into the solution.
Live Meeting Manager – an addon module that provides a web portal and electronic voting capabilities.

Select is just the name of the software!

Let me know if there's anything else I can help with.

Thanks,
Bryan

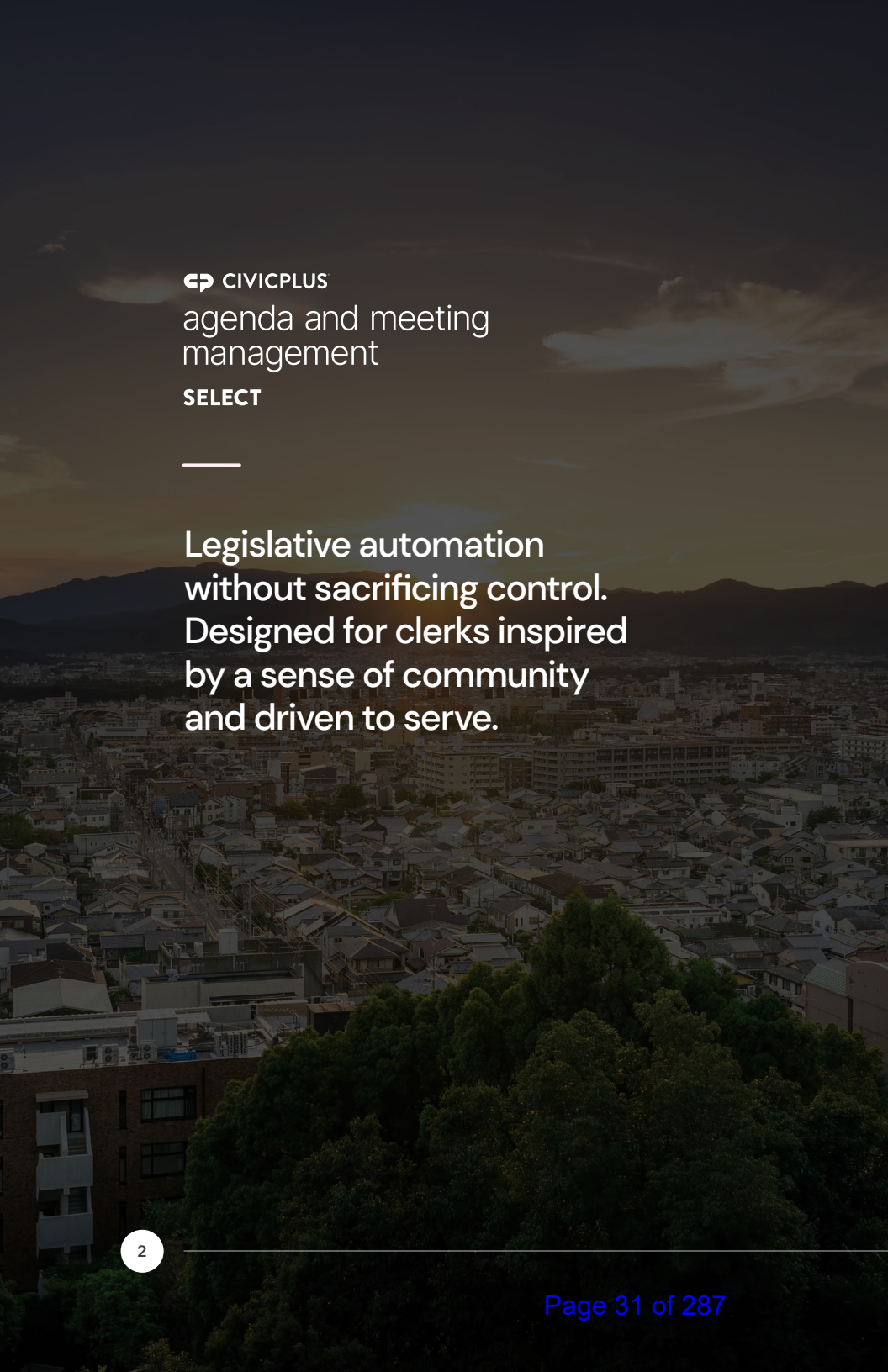
CIVICPLUS

agenda and meeting management

SELECT

Agenda and Meeting Management Software for Local Government





CIVICPLUS

agenda and meeting management

SELECT

Legislative automation without sacrificing control. Designed for clerks inspired by a sense of community and driven to serve.

CivicPlus® was founded over 20 years ago to help local governments acheive more with less.

12,500
Customers

100,000+
Administrative Users

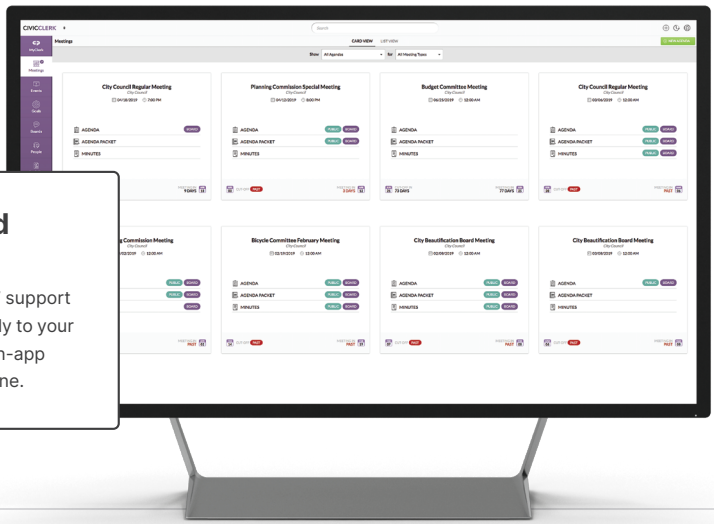
340+ Million
Resident Users in the U.S. and Canada alone



Agenda and Meeting Management Software for Local Government

CivicPlus' Agenda and Meeting Management Select software is the ultimate solution for streamlining your agenda and meetings processes — from creating agenda items to managing live meetings to completing post-meeting tasks — all in one connected, easy-to-use platform. Exchange manual processes or clunky software for integrated, time-saving automations while still having the flexibility to balance manual controls and overrides. With easy internal collaboration using customized workflows, version tracking, and built-in communication tools, you'll continuously operate at maximum efficiency.

Our experts, who include former clerks, have designed our Select Agenda and Meeting system to offer unparalleled configuration flexibility, allowing your system to scale from the simplest to the most complex agenda process. With built-in integrations and a suite of APIs, working with other internal applications has never been easier. Our user-defined roadmap ensures that your software will continue to grow and adapt, keeping up with transparency requirements and compliance expectations.



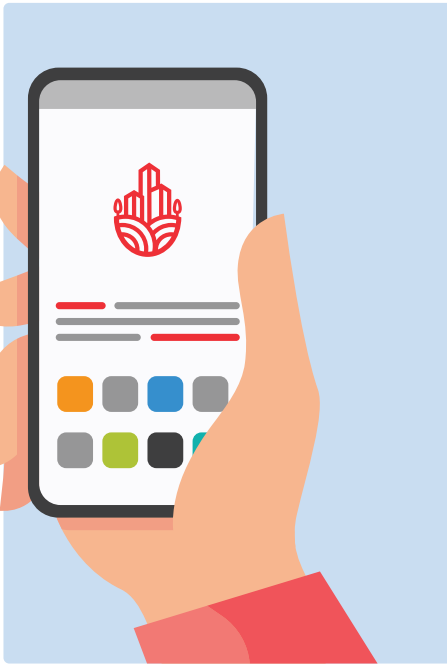
Unmatched Service

We offer live, 24/7 support tailored specifically to your organization, via in-app messaging or phone.

Why Agenda and Meeting Management Select?

At CivicPlus, we understand that one size does not fit all. Our implementation consultants work with your team to tailor and optimize your solution for the unique needs of your administration — no matter the size. And as your organization grows and changes, administrators have full access to make configuration changes or add on optional modules as needed, ensuring your solution is always up to date.

Our intuitive software doesn't take weeks to learn. Plus, training is catered to your current processes and will get your staff comfortable working in the system quickly. With a typical user staff, training session taking less than an hour; your team will learn to navigate the system easily. With in-application support tools, a complete online help center, phone, and 24/7 live chat support all available within minutes from our dedicated award-winning technical support team, you'll always have the resources you need to optimize your use of our time-saving software.



Automate Agenda Collaboration and Distribution

Flexible, Customized Templates

Your Agenda and Meeting Management Select templates are designed and configured to reflect your community. Customized templates provide consistency and clarity to agendas, packets, staff reports, legislation, and minutes.

Convenient, Anytime Agenda Modifications

Changes to the agenda can be made at any time by administrators without affecting global configurations or settings. Drag and drop reordering allows you to move items and automatically renumbers everything on the agenda. One-touch copy and move functions allow you to duplicate or move agenda items from meeting to meeting, eliminating the need for duplicate data entry.

Efficiently Manage Agenda Packets of Any Size

The software compiles your items, legislation, memorandums, and supporting documentation into a bookmarked PDF packet quickly and easily, no matter the size of the packet. Create multiple packet versions instantly to include or exclude specific attachments for your internal and external users. Last-minute agenda or packet changes can be made and published with minimal effort.

Administrators choose what they publish to the public, internal users, and elected or appointed officials. Enable automated email notifications so all users know when the meeting documents are published.

Item-First Agenda Creation

Our innovative item-first agenda creation option lets staff add items directly to the agenda. You can easily and quickly create and submit agenda items for each meeting without character limits on agenda content. You can upload attachments and send them through workflow with a few clicks. Configurable field types and our embedded text editor ensure that you capture all the information needed to generate staff reports, legislation, minutes, and other documents. Automated PDF file conversion and built-in integrations with Microsoft's OneDrive and Google Drive simplify the inclusion of supporting documentation and attachments.



Automate Your Approvals Process

The workflow engine in Agenda and Meeting Management Select streamlines the routing of your agenda items, automates notifications, and gives full transparency to collaborators as it passes through the approval process. As changes are made to an item, revisions and changes are tracked and visible within the item fields and on the item timeline. In-app messaging and task assignments keep everyone in the loop and agenda prep moving forward.



Live Meeting Manager: Run the Meeting. Don't Let the Meeting Run You.

Automated Minutes Setup

Agenda and Meeting Management Select's fully integrated Live Meeting Manager will automatically migrate all your agenda content. No manual pre-meeting minutes setup or agenda import is required. Move from the meeting agenda to the Live Meeting Manager module with a single click.

Keep Up Wth the Meeting Action

Meetings move fast. Live Meeting Manager's cloud-based platform allows you to move quickly through your agenda items, recording official actions and discussions, without having to wait for the system to catch up. The clean, intuitive interface gives single screen access to all your meeting controls. One-click control allows you to update your in-chamber display screens, set your video bookmarks (additional fees apply), and queue items in the Board Portal for your elected and appointed officials.

Speaker Manager

Speakers can be added to the discussion at any time during the live meeting, while the built-in speaker timer helps keep meetings running efficiently.

Document Critical Moments of Engagement

Quickly record comments, and discussion, roll call, motions, votes, and speakers.

Display Pages

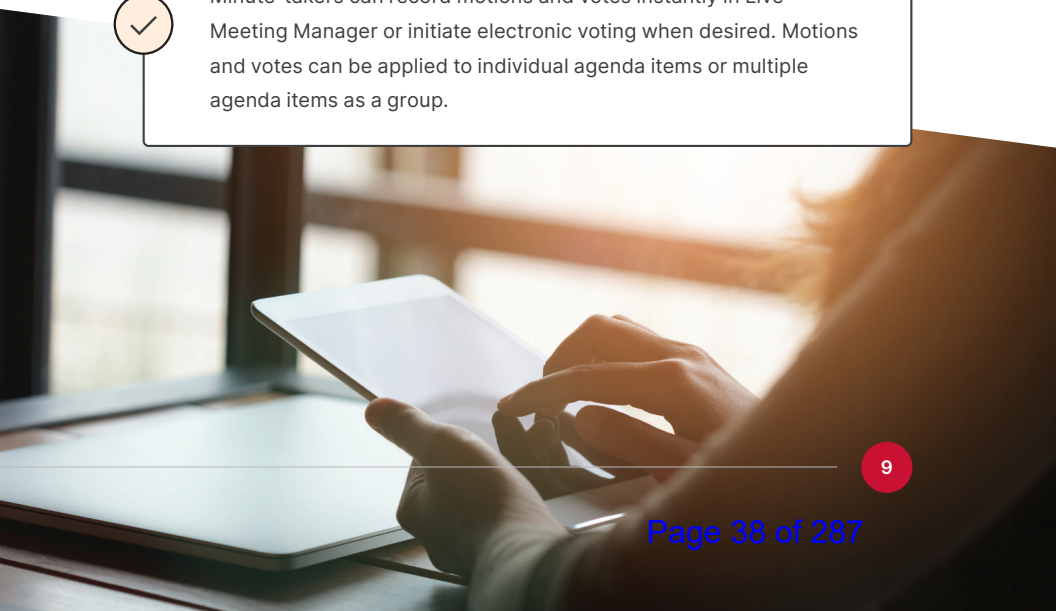
Keep meeting participants informed and engaged by displaying the current item, speaker, or vote results automatically to the constituents attending the meeting.

Automatic Video Bookmarking

Automatically timestamp agenda items to their corresponding discussion in the meeting video, so those watching the recording can quickly access topics of interest.

Flexible Voting

Minute-takers can record motions and votes instantly in Live Meeting Manager or initiate electronic voting when desired. Motions and votes can be applied to individual agenda items or multiple agenda items as a group.





Enable Elected and Appointed Officials to Stay Informed and Organized With Board Portal

Flexible Access

Your officials can choose how to access meeting content — helping them work better and faster. Efficiently deliver packets of any size by paper, email, Dropbox, OneDrive, Google Drive, or post to the Board Portal. Agenda and Meeting Management Select solution is optimized for all devices including desktops, laptops, tablets, and smartphones. No separate application required.

A Personal Meeting Repository

Give officials a personal, secure location to review and take notes on all meeting content including agendas, supporting documents, minutes, and media.

Interactive Meeting Tool

During live meetings, the Board Portal integrates with Live Meeting Manager to allow officials to refer to their review notes and annotations, capture notes within a dedicated field, receive visual cues as the agenda progresses from item-to-item, see speaker information instantly, and enter electronic votes (additional fees apply for electronic voting). Chair View can also be enabled, allowing the meeting presider to call speakers and advance agenda items.

Find What You Need – Faster

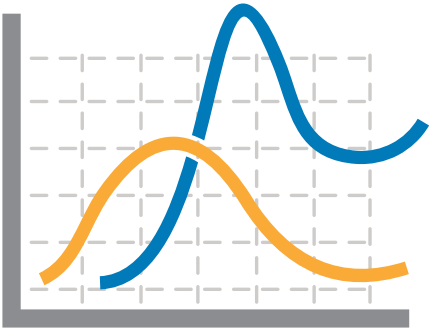
Agenda and Meeting Management Select automatically indexes published meeting content with Board Portal search functionality, so it is easy for officials to find information quickly. Our full-text search tool empowers officials to locate past items, attachments, minutes, and agendas by searching a keyword, date range, and more. An item summary view allows officials to see the motions, votes, and any comment or discussion on the item that was recorded in the meeting minutes in an intuitive display, preventing a manual search through full minutes documents.

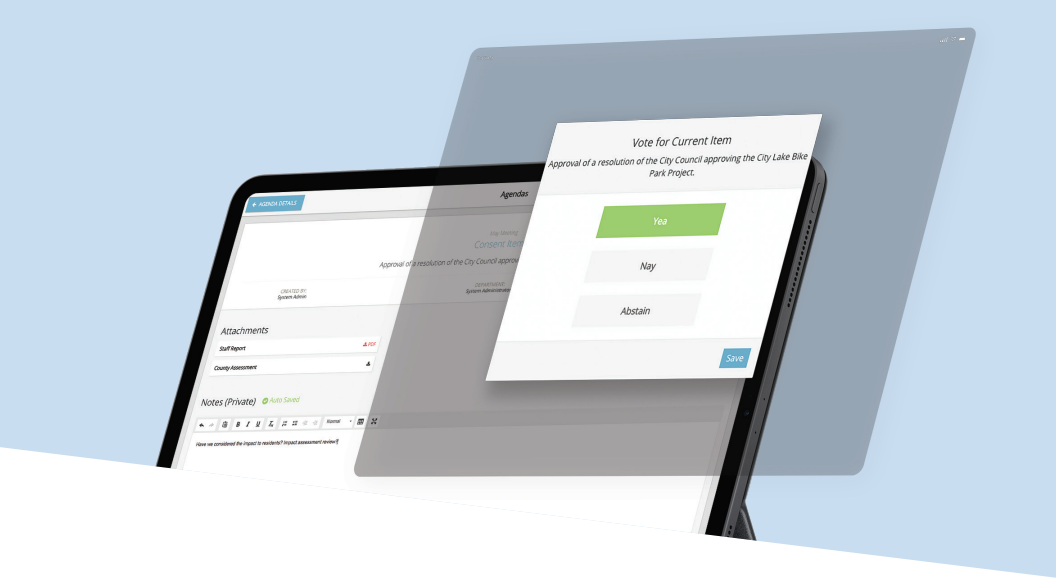




Ad Hoc Reporting

The Analytics module makes nearly every data field in the system filterable. Build, save, and export custom and ad hoc reports to ensure you can access the insights you need to inform your decision-making and make a difference in your community.





Meet Transparency Requirements and Ensure Access to Essential Information With Public Resident Portal

Content Accessibility

It's not enough to be transparent by publishing your agendas and other meeting documents online. Your meeting content must be accessible to all members of the public. Agenda and Meeting Management Select has a dedicated accessibility portal that gives members of the public full access to your meeting content. Closed captioning is also available with our CivcPlus Media service for live streaming and on-demand video.

Content Transparency

Build public trust with access to fully searchable meeting content including legislative decisions and public meeting videos. Meet municipal transparency requirements while keeping residents engaged and informed.

Our Public Resident Portal Offers the Following Convenient Features:

- Embed the portal on any webpage to give residents access to all meeting content on a single page
- PDF downloads of agendas, packets, minutes, notices, and other pertinent meeting documents
- An HTML agenda view with hyperlinks attachments within the meeting agenda for direct access to specific documents
- Side-by-side agenda and video display options with optional CivicPlus Media live and on-demand video service (additional fees apply)
- Optional Motion and Vote minutes display updates to the HTML agenda view, allowing residents to quickly see the final disposition of agenda items without having to read full minutes documents
- Integrated live or on-demand videos with bookmarks to jump to desired content quickly (additional fees apply)
- Navigation to quickly jump to past, current, and upcoming events with an embedded calendar and continuous scrolls
- Full-text search and filtering options
- Email notification capabilities
- Social sharing
- A mobile-responsive interface
- Custom branding capabilities
- Optional public commenting forum

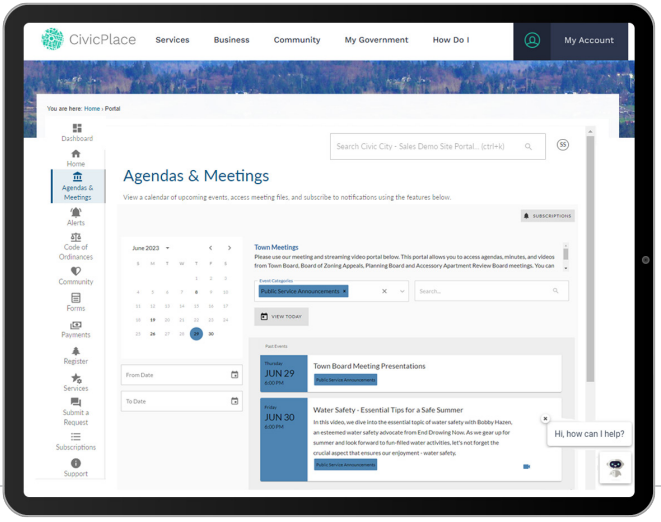


Part of CivicPlus' Modern Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and service, our Civic Experience Platform includes technology innovations that create frictionless, one-stop, personalized resident interactions.

As a core element in our Platform, our CivicPlus Portal empowers residents to be more engaged and informed about progress in their community. CivicPlus Portal streamlines the resident experience as people interact with your suite of CivicPlus government software solutions, helping to drive revenue and build resident trust and satisfaction.

With a single username and password, residents can watch a public meeting recording, submit a FOIA request, pay a utility bill, utilize the online Code of Ordinances tool, or register for an upcoming event from a single interface. The result is more engaged and informed voters and fewer phone calls, walk-ins, or emails to your department asking how to find documents or submit records requests.

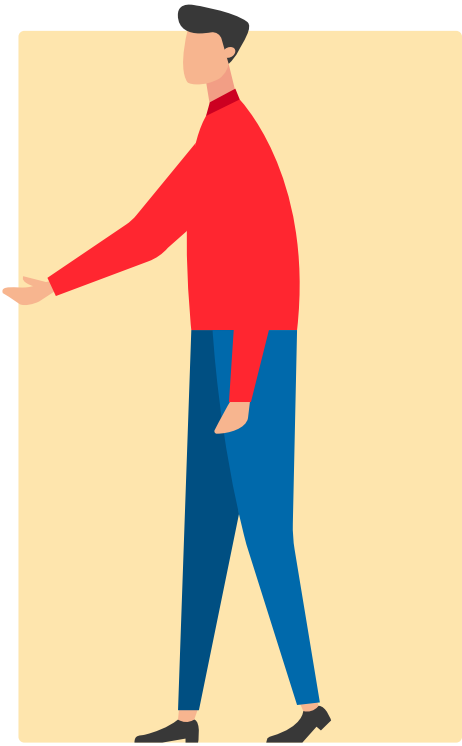


Local governments that leverage our Civic Experience Platform also benefit from the following:

- Single Sign-On (SSO) to all of your CivicPlus solutions supported by two-factor authentication and PCI-level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities Integration

Integration Hub

Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and set up complex automations without needing a developer. With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus solutions or with third parties (for an additional fee), saving your staff valuable time.





Integrated Code of Ordinances and Web

As the only local government software provider with an integrated Codification, Agenda and Meeting Management, and Municipal Website offering, our solution suite empowers the digital transformation of the entire legislative process — from the start of the agenda process to the final online publishing of the newly adopted legislation.

If you are a customer of Municode Codification by CivicPlus services, our cutting-edge integration between your Agenda and Meeting Management and Online Code Hosting tools reduces the manual steps that can delay your communication processes, while bringing unparalleled access and transparency to your community.

As an example, you can send ordinances directly to CivicPlus for codification. When pushed from your Agenda and Meeting Management Select system, the uncodified legislation will be visible on the landing page of our your Code of Ordinances nearly instantaneously. Once codified, the code is permanently linked to the corresponding meeting materials you produced. Furthermore, you can integrate your CivicPlus website with your Online Code Hosting system, allowing for one-stop search capabilities. With this integration, the public can instantly access your code, meetings, packets, and agendas in one search straight from your website.



Integrate Your CivicPlus Tech Stack to 10-X Your Legislative Management Capabilities

The following are examples of integrations between CivicPlus Agenda and Meeting Management Select, and our other powerful solutions. If you have yet to experience all that CivicPlus can provide, contact us for additional information and custom pricing.

CivicPlus Municipal Websites

- Set up a workflow to post via the News Flash module once you've published your meeting documents
- Automatically add agenda or minute files to the Document Center to be displayed on your website after you publish them in your Select Agenda and Meeting Management system
- Automatically integrate your meeting information and dates into the Calendar module
- Automatically include Agenda and Meeting Management files and your Code of Ordinances in your website's search results

Municode Codification

- Send adopted ordinances to the CivicPlus Legal Codification team in one click
- Send ordinances straight to your Online Code Hosting portal as "Adopted and Not Yet Codified"
- Instantly link your online code to the meeting content produced within your Agenda and Meeting Management software

CivicPlus Media

- Share high-definition, on-demand video or live video feeds of your meetings directly from your Agenda and Meeting Management software via CivicPlus Media with clear bookmarking and navigation

Integration Hub

- Integrate your Agenda and Meeting Management software with such popular third-party tools as Zoom, Webex, GoToMeeting, Laserfische, Google Drive, and Dropbox; additional integrations available via APIs

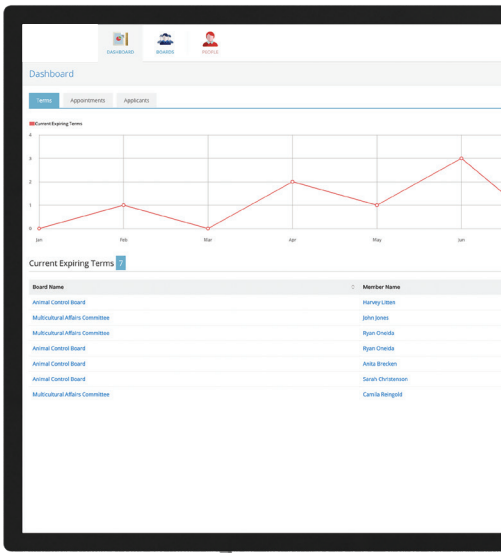
Additional Integrated Modules

CivicPlus Media: Live Streaming and On-Demand Video

Increase resident engagement and participation by sharing high-definition live video feeds of your meetings directly from Agenda and Meeting Management Select and CivicPlus Media. Stream live proceedings and seamlessly integrate all video content directly into your meeting agendas. Videos feature clear bookmarking and navigation so viewers can quickly find discussions of interest. Videos can be viewed from any device with no software or application downloads necessary. Integrated closed captioning services are available. Additional fees apply.

Boards and Committees

The Agenda and Meeting Management Select Boards and Committees Module tracks vacancies, applications, and appointments. Interactive dashboards give you access to your Boards and Committees information. Manage rosters and generate communications using customized templates. Store system-generated communications and other important documentation at the board or individual member level. Track training and other internal requirements. Additional fees apply.



Industry-Leading Support Services

Award-Winning Support

CivicPlus has been honored with multiple Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1000 Employees, and Most Valuable Response by a Customer Service Team (COVID-19). The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

On-Demand Help Center

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, and FAQs and get tips on best practices. Our Help Center is continually monitored and updated by our dedicated knowledge management team to ensure we provide the information and resources needed to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

Continuing Partnership

We won't disappear after we launch your website. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to engage your residents most effectively.

Support-at-a-Glance

- Our technical support engineers are available from 8 a.m. – 6 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- Four-hour response during regular hours
- 24/7 emergency technical support for named points of contact via live in-app chat or telephone
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

Continual Maintenance

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- We perform full system backups daily
- Regularly scheduled upgrades, including fixes and other enhancements
- Operating system patches
- Testing and development

Example One-Year Support Metrics

- Total Tickets – 103,759
- Average Chat Response – 3:48 Minutes
- Average Phone Response – 7:57 Minutes
- Customer Satisfaction Score – 95.7%
- Solved in One Touch – 71.2

CIVICPLUS

agenda and meeting management

SELECT

Premium Implementation with Live Meeting Manager

Proposal valid for 60 days from date of receipt



Powering and Empowering Government

PS05092024

Company Overview

CivicPlus History



CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.

Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

EXPERIENCE

25+ Years

10,000+ Customers

850+ Employees

RECOGNITION

Inc. 5000 11-time Honoree

GovTech 2024 Top 100 Company

Stevie® Awards Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 10,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

Primary Office

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



Features & Functionality

Agenda & Meeting Management Select System

CivicPlus' Agenda & Meeting Management Select software is the fastest, most intuitive way to streamline the entire agenda management process — from creating agenda items to managing live meetings. It provides time-saving automation while allowing clerks to balance these conveniences with manual controls and overrides. Internal collaboration with Select is easy with customized workflows, version tracking, and built-in communication tools.

Our innovators designed it to offer configuration flexibility so that the system can be scaled from the most simple agenda process to the most complex. Built-in integrations and a suite of APIs make working with other internal applications easy. Agenda & Meeting Management Select's user-defined roadmap ensures that the product will continue to grow and adapt as transparency requirements and compliance expectations change.

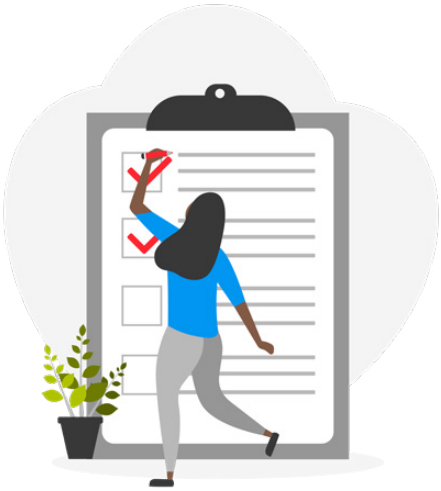
Fully Integrated, Cloud-Based Software Suite

- User-friendly, modern interface
- Unlimited users
- Unlimited storage
- Highly configurable to your agenda and meeting management processes
- Adaptable permission settings
- Confidential attachments
- Field-level versioning
- Integrated code of ordinances
- Built-in integrations with Dropbox, Microsoft's One Drive, Google Drive, Laserfiche, Zoom, and API availability (additional fees may apply)
- Single sign-on through the CivicPlus Platform
- Secure Cloud-Based Hosting
- Automatic Updates
- Customer-Defined Roadmap
- Enhanced Analytics for Data Visibility

Part of the Integrated CivicPlus Platform

Our powerful CivicPlus Platform is the foundation on which all our CivicPlus solutions are built, allowing them to work seamlessly and securely, leveraging existing data, and reducing information silos so your administrative staff can collaborate efficiently. Administrators can take advantage of authentication using our identity provider integrations to provide a single sign-on experience for internal users. The entire system is cloud-based, eliminating the need for internal application management. Agenda & Meeting Management Select is hosted in Microsoft's Azure cloud service, providing a stable multi-user environment while ensuring high availability and uptime. CivicPlus is also the only technology provider that offers an integration between our agenda & meetings software and an online code of ordinances—with Municode Codification.

Agenda Management



FLEXIBLE, CUSTOMIZED TEMPLATES

Standardized templates throughout the system provide consistency and clarity to agendas, packets, staff reports, and minutes.

EFFICIENTLY MANAGE AGENDA PACKETS OF ANY SIZE

The software compiles your items and all the legislation, memorandums, or supporting documentation into a bookmarked PDF packet quickly and easily, no matter the size of the packet. Create multiple packet versions instantly to include or exclude specific attachments for your different internal and external users. Last-minute changes to the agenda or packet can be made and published with minimal effort.

Administrators choose what they publish to the public, internal users, and elected or appointed officials and when the information goes out. Automated email notifications can be enabled so all users, both internal and external, know when the meeting documents are published.

CONVENIENT, ANYTIME AGENDA MODIFICATIONS

Changes to the agenda can be made at any time by administrators without affecting global configurations or settings. Drag-and-drop reordering allows you to move items and automatically renumbers everything on the agenda. One-touch copy and move functions enable you to duplicate or move agenda items from meeting to meeting, eliminating the need for duplicate data entry.

CREATE AGENDA ITEMS IN SECONDS

An easy-to-use item entry allows staff members to enter agenda items, upload attachments, and send through the workflow with a few clicks. Configurable field types and our embedded text editor ensure that you are capturing all the information needed for Select to generate staff reports. Automated PDF file conversion and built-in integrations with Microsoft's OneDrive and Google Drive simplify the inclusion of supporting documentation and attachments.

AUTOMATE YOUR APPROVALS PROCESS

The workflow engine streamlines the routing of your agenda items, automates notifications, and gives full transparency to collaborators as it passes through the approval process. As contributors change items, the system tracks revisions, keeping them visible within the item fields and on the item timeline. In-app messaging and task assignments keep everyone in the loop and agenda prep moving forward.

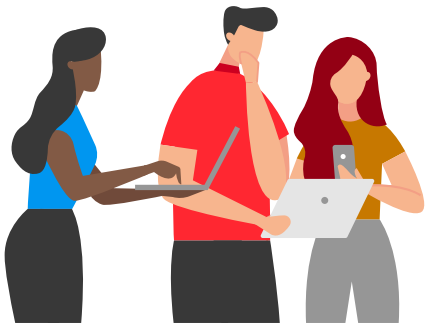
CUSTOM TAGS TO GROUP LIKE AGENDA ITEMS

Administrators can set up tags that can be used by staff when creating their agenda items for improved searching and reporting. Associate like content with pre-defined tags relevant to your community.

Live Meeting Management

AUTOMATED MINUTES SETUP

A fully-integrated Live Meeting Manager will automatically migrate all your agenda content. No manual pre-meeting minutes setup or agenda import is required. Move from the meeting agenda to Live Meeting Manager with a single click.



KEEP UP WITH THE MEETING ACTION

Meetings move fast. Agenda & Meeting Management Select's cloud-based platform allows you to move quickly through your agenda items, recording official actions and discussion, without having to wait for the system to catch up. The clean, intuitive interface gives single-screen access to all your meeting controls. One-click control allows you to update your in-chamber display screens, set your video bookmarks (additional fees apply), and queue items in the Board Portal for your elected and appointed officials.

SPEAKER MANAGER

Speakers can be added to the discussion at any time during the live meeting, while the built-in speaker timer helps keep meetings running efficiently.

EASY, INTUITIVE MINUTES-TAKING

While in your live meeting, use the Minutes module to capture critical meeting actions from a single screen with a clean and intuitive user interface. Take roll and manage attendance, record motions and votes, enter speaker information, and record comments or discussion to be brought into your minutes document.

If using CivicPlus Media's integrated video streaming and video-on-demand service, you can also create bookmarks for the accompanying video during the live meeting. Additional fees apply

DISPLAY PAGES

Keep meeting participants informed and engaged by displaying the current item, speaker, or vote results automatically to the constituents attending the meeting.

FLEXIBLE VOTING

Minutes takers can record motions and votes instantly in Live Meeting Manager or initiate electronic voting when desired. Apply motions and votes to individual agenda items or multiple agenda items as a group.

Board Portal

FLEXIBLE ACCESS

Your officials can choose how to access meeting content—helping them work better, faster. Efficiently deliver packets of any size by paper, email, Dropbox, OneDrive, Google Drive, or post to the Board Portal. It is optimized for all devices, including desktops, laptops, and tablets. No separate application required.

A PERSONAL MEETING REPOSITORY

Give officials a personal, secure location to review and take notes on all meeting content, including agendas, supporting documents, minutes, and media.

INTERACTIVE MEETING TOOL

During live meetings, the Board Portal integrates with Live Meeting Manager to allow officials to refer to their review notes and annotations, capture notes within a dedicated field, receive visual cues as the agenda progresses from item to item, see speaker information instantly, and enter electronic votes (additional fees apply for electronic voting). Chair View can also be enabled to allow the meeting presider to call speakers and advance agenda items.

FIND WHAT YOU NEED- FASTER

Agenda & Meeting Management Select automatically indexes published meeting content with Board Portal search functionality, so it is easy for officials to find information quickly. Our full-text search tool empowers officials to locate past items, attachments, minutes, and agendas by searching a keyword, date range, and more. An item summary view allows officials to see the motions, votes, and any comment or discussion on the item that was recorded in the meeting minutes in an intuitive display, preventing a manual search through full minutes documents.



Public Resident Portal

CONTENT ACCESSIBILITY

It's not enough to be transparent by publishing your agendas and other meeting documents online. Your meeting content must be accessible to all members of the public.

Closed captioning is also available with our CivicPlus Media service for live streaming and on-demand video. Additional fees apply for CivicPlus Media and closed captioning.

CONTENT TRANSPARENCY

Build public trust with access to fully searchable meeting content, including legislative decisions and public meeting videos. Meet municipal transparency requirements while keeping residents engaged and informed.

Public Resident Portal

- Resident portal to embed on any webpage gives access to all meeting content on a single page
- PDF downloads of Agenda, Packet, Minutes, Notices, and Other pertinent meeting documents
- HTML agenda view hyperlinks attachments within the meeting agenda for direct access to specific documents
- Full-text search and filtering options
- Email notifications
- Social sharing
- Side-by-side agenda and video display with optional CivicPlus Media live streaming and on-demand video service (additional fees apply)
- Optional Motions and Vote minutes display updates the HTML agenda view to allow residents to quickly see the final disposition of agenda items without having to read full minutes documents
- Mobile-responsive
- Custom branding
- Integrated live or on-demand video with bookmarks to easily jump to desired content (additional fees apply)
- Optional public commenting forum
- Easily jump to past, current, upcoming events with an embedded calendar and continuous scrolls

The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized resident interactions. Local governments that leverage our Civic Experience Platform also benefit from:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities

CIVICPLUS PORTAL

CivicPlus Portal empowers residents to be more engaged and informed about progress in your community. Portal streamlines the resident user experience as they interact with the CivicPlus products leveraged by you – driving revenue, trust, and satisfaction.

With a single username and password, they can watch a public meeting recording, submit a public works request, pay a utility bill, or register for an upcoming event. The result is more engaged and informed voters and fewer phone calls, walk-ins, or emails to your department asking how to find documents or submit records requests.

INTEGRATION HUB

Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and setup complex automations—without the need for a developer. With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus solutions or with third parties (for an additional fee) saving your staff's valuable time. The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with Select today:

- Automatically add agenda or minute files to the Document Center to be displayed on a CivicEngage® Central website after they are published in Select
- Set-up a workflow to post in the CivicEngage Central News Flash once you've published your Select meeting documents

Shorten your pre-meeting to-do list and send your meeting information instantly with a custom integration using the Integration Hub.

Integrated Code of Ordinances & Web

As the only local government software provider with an integrated codification, agenda and meeting management, and municipal website solution offering, our suite allows for digital transformation of the entire legislative process - from the start of the agenda process to the final online publishing of the newly adopted legislation.



If you are a customer of CivicPlus' codification services, the cutting-edge integration between your meetings & agenda management and code of ordinances reduces the manual steps associated between your agenda management and codification processes. As an example, you can send ordinances directly to the CivicPlus for codification by our team of legal editors. When pushed from Agenda & Meeting Management Select, this uncodified legislation will be visible on the landing page of our Online Code Hosting platform nearly instantaneously. You can also take this to the next level by integrating our Municipal Website solutions with our Online Code Hosting system, allowing for one-stop search, capabilities. With this integration, the public can instantly access your code, meetings, packets, and agendas in one simple search straight from your municipal website.

EXAMPLES OF MEANINGFUL CIVIC EXPERIENCE INTEGRATIONS

The following are examples of integrations between the CivicPlus Agenda & Meeting Management Select with other CivicPlus solutions and tools. If you have yet to experience all that CivicPlus can provide, please reach out for additional information and a quote.

CivicEngage Municipal Websites	• Set-up a workflow to post in CivicEngage's News Flash once you've published your meeting documents. • Automatically add agenda or minute files to CivicEngage's Document Center to be displayed on your website after they are published in Select. • Meeting information and dates are automatically integrated to the CivicEngage Calendar. • Meeting files are automatically included in the website's search results.
Codification	• Send adopted ordinances to the Codification Legal Team in one click. • Send ordinances straight to your online code portal as "Adopted and Not Yet Codified". • Instantly link your online code to the meeting content produced within Select.
CivicPlus Media	• Share high-definition, on-demand video or live video feeds of your meetings directly from Select and CivicPlus Media, seamlessly integrated with your meeting agendas and equipped with clear bookmarking and navigation.
Integration Hub	• Third-party integrations examples include integrations with Zoom, Webex, and GoToMeetings, and with Laserfische, Google Drive, Dropbox, and other APIs.

Implementation

Project Timeline

Twenty to Twenty-Four Weeks

While every implementation is unique, the following timeline can provide you with information about the different implementation stages and what you can expect at each stage.

PHASE 1: INITIATE	• Project Kickoff communication including timeline, deliverables, and an implementation questionnaire to capture details for your configuration
PHASE 2: ANALYZE	• Template Review meeting to review and discuss needs for Proposed Agenda Template • Obtain internal approvals on Proposed Agenda Template and send in final approval
PHASE 3: DESIGN & CONFIGURE	• Configuration of the received templates • Configuration of Additional Boards (up to 7 Boards)
PHASE 4: OPTIMIZE	• Virtual consulting session(s) to review current processes and documents and discuss desired goals, best practices, and configuration options • Premium configuration is completed and handed off for review, testing, and feedback • Configuration adjustments made per submitted feedback
PHASE 5: EDUCATE	• Live, virtual training sessions are conducted within configured site
PHASE 6: LAUNCH	• Launch

Premium Implementation Plan

Implementation & Support Experience Designed for You

Agenda & Meeting Management Select has the experience and expertise to help administrations of any size transform the entire meeting management process. We know implementation can't be a one size fits all solution and offer flexible packages designed to meet your desired outcomes.

Our Premium Implementation Package is the perfect fit for automating manual or inefficient agenda and meeting processes. It is designed for organizations with less than 50 internal users and a desire for a guided implementation experience. A dedicated and knowledgeable Implementation consultant will manage your project from end-to-end—consulting and collaborating with your team, configuring the system to automate your process, and delivering live virtual training to your user groups. Key project staff will have online access to the timeline and all expected checkpoints and deliverables for a fully transparent implementation.

Beyond implementation, your users will feel empowered by our in-application support tools, a full online help center, as well as phone, email, and live chat support with members of the dedicated, award-winning Technical Support team.

CONSULTING

Up to 2 Hours of Virtual Consultation

During this consulting session, your implementation consultant will be reviewing your submitted project questionnaire with your key project staff. The implementation consultant will review your custom template designs and discuss the configurations that will be made to ensure your workflows match your current agenda and meeting processes.

DESIGN

We will design up to 5 custom templates to ensure consistency in system-generated meeting documents: Agendas, Item/Staff Report, Minutes, Agenda Script.

CONFIGURATION

Our team will configure your system with Premium customization options to map existing processes to our Agenda & Meeting Management Select system. Additional custom configurations can be made by administrative users at any time using Help Center resources.

TRAINING

Up to 4 hours of Virtual Training

Your implementation consultant will guide user groups through live, virtual training sessions using your custom configured Agenda & Meeting Management Select solution. We recommend no more than 20 users per session. Individual sessions are either 30 or 60 minutes in duration.

Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence.



AWARD-WINNING

Over the past six years, CivicPlus Technical Support has been recognized by the globally respected Stevie® Awards for Sales and Customer Service. CivicPlus has been honored with three Gold Stevie® Awards, six Silver Stevie® Awards, and eight Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1,000 Employees and 100 or More Employees, Most Valuable Response by a Customer Service Team (COVID-19), Best Customer Satisfaction Strategy, Remote Customer Service Innovation of the Year, and Achievement in Customer Experience. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

Support at a Glance

- Technical support engineers available 8 a.m. – 6 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

Maintenance

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Operating system patches
- Testing and development

CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

Hosting & Security

Redundant power sources and internet access ensures consistent and stable connections. We invest over 1.0M annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled.

CLOUD-HOSTING WITH AZURE

The infrastructure is fully hosted within the Azure Cloud environment using their Infrastructure as a Service (IaaS) model. Using a mix of Azure Virtual Machines and Storage Accounts, all processing and data storage in done within this environment. All users need is a web browser to access and utilize the application. Your system is monitored 24/7/365 with a 99.9% guaranteed up-time (excluding maintenance). Additional details regarding our hosting and security services can be provided upon request.

DISASTER RECOVERY

Agenda & Meeting Management Select utilizes Azure's Site Recovery Services and Geographically Redundant Storage Accounts (GRS) to provide disaster recovery between Azure regions. All data is written to a GRS account which creates copies of that data in data centers across multiple Azure regions, so access to the data is always available. Site Recovery Services allows us to quickly spin up and failover to clones of our Azure Virtual Machines.

Disclaimer

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.

Enhancement Options

CivicPlus Media: Live Streaming & On-Demand Video

Increase resident engagement and participation by sharing high-definition live video feeds of your meetings directly from Agenda & Meeting Management Select and CivicPlus Media. Stream up to 3 concurrent live proceedings and seamlessly integrate all video content directly into your meeting agendas. Videos feature clear bookmarking and navigation so viewers can quickly find discussions of interest. Viewers can watch videos from any device with no software or application downloads necessary. Integrated closed captioning services are available at an additional cost. Additional fees apply.

Boards & Committees Module

The Boards and Committees module tracks vacancies, applications, and appointments. Interactive dashboards give you quick access to actionable information. Easily manage rosters and generate communications using customized templates. Store system-generated communications and other necessary documentation at the board or individual member level. Track training and other internal requirements. Additional fees apply.

Historical File Import

As part of your implementation project, we will import up to 7,500 PDF, MP4, or MP3 documents to your new system. The process includes indexing your imported agendas for keyword searching and retrieval. You and your citizens will still have access to this historical information with increased functionality. Historic meeting documents imported into CivicPlus Agenda & Meeting Management Select by your implementation consultant will be optimized for character recognition to improve complete text search, and accessibility for screen reading assistive devices.

City Council Staff Report

DATE: September 18, 2024
AGENDA ITEM NO: Consent Calendar - 3D

TO: The Honorable Mayor and City Council
FROM: Kristin Olivarez, City Librarian
SUBJECT: 2024 Banned Books Week Resolution

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution declaring the week of September 22-28, 2024 as Banned Books Week in Monterey Park,
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Monterey Park Bruggemeyer Library is observing the week of September 22-28, 2024 as Banned Books Week. Banned Books Week is observed nationwide annually in the fall to celebrate the freedom to read, highlight the value of free and open access to information and spotlight current and historical attempts to censor books in libraries and schools.

The theme for Banned Books Week 2024 is “Freed Between the Lines.” Readers can find freedom in the pages of a book — but book bans and censorship threaten that freedom. This Banned Books Week, everyone is encouraged to celebrate the right to read and the freedom found in books. Libraries offer opportunities for everyone, regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status, to explore new worlds and become their best selves through access to information, technology, multimedia content, and educational programs.

FISCAL IMPACT:

None.

Respectfully submitted by:

Kristin Olivarez
City Librarian

Approved by:

Inez Alvarez
City Manager

ATTACHMENT:

1. Banned Books Week Resolution

ATTACHMENT 1
Banned Books Week Resolution

RESOLUTION NO.

A RESOLUTION DECLARING SEPTEMBER 22-28, 2024 AS BANNED BOOKS WEEK

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

SECTION 1: The City Council finds as follows:

A. Banned Books Week is celebrated annually to celebrate the freedom to read, highlight the value of free and open access to information and spotlight current and historical attempts to censor books in libraries and schools.

B. Libraries across the country are facing an unprecedented number of attempts to ban books.

C. The most recent data from 2023 indicates that the number of titles targeted for censorship at public libraries increased by 92% over the previous year.

D. Reading is a foundational skill, critical to future learning and to exercising our democratic freedoms.

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

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

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

H. Banned Books Week celebrates the freedom to choose or the freedom to express one's opinion and stresses the importance of ensuring the availability of all viewpoints to all who wish to read them;

I. Be it resolved that the City Council officially proclaims September 22-28, 2024 as Banned Books Week in the City of Monterey Park.

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

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

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

PASSED AND ADOPTED this 18th day of September, 2024.

_____
Thomas Wong, Mayor

Attest:

_____
Maychelle Yee, City Clerk

City Council Staff Report

DATE: September 18, 2024

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council

FROM: Scott Wiese, Chief of Police

SUBJECT: 2024/2025 Cannabis Tax Fund Grant Program (CTFGP) Funding for Two Law Enforcement Motorcycles

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving bidding requirements pursuant to Monterey Park Municipal Codes §3.20.050 (2) through (4), and authorizing the City Manager to execute an amendment to Agreement No. 2004-A with Long Beach BMW Motorcycles, in a form approved by the City Attorney, for the purchase of two (2) 2024 BMW R1250 RT-P 753 law enforcement motorcycles;
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Police Department has two motorcycles that need to be replaced (Units 096 and 104). Unit 096 has transitioned into a training motorcycle for newly assigned traffic officers to prepare for motor school. Unit 104 is high mileage and will be reprioritized as a spare motorcycle to use periodically when other units are down for scheduled maintenance. The new motorcycles will be purchased utilizing 2024/25 CHP Cannabis Tax Fund Grant Program (CTFGP) grant award (#17914) approved by Council on July 17, 2024.

BACKGROUND:

The Police Department has been utilizing the BMW motorcycle for patrol, traffic enforcement, and DUI enforcement purposes since 2004. The BMW motorcycle is the most effective all-around performer for enforcement duties and is a reliable patrol vehicle with exceptional maneuverability and ergonomics for the end-user. The latest BMW motorcycle, the R1250 RT-P, is used by more than 550 law enforcement agencies in the United States, including the California Highway Patrol, Los Angeles Police Department, and Los Angeles County Sheriff's Department.

The Police Department is requesting to waive the bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050(4). The City of Sacramento has recently (April 2022) gone through a competitive bidding process for the BMW R1250 RT-P 753 motorcycle and the lowest bid was received from Long Beach BMW at $29,209.14. In addition, pursuant to Monterey Park Municipal Codes §3.20.050 (2) and (3), the Police

Department is requesting to waive the bidding requirements for additional equipment and installation of needed accessories for the motorcycles out of convenience and value. Long Beach BMW Motorcycles will provide the department with the additional equipment that meets the needs of the department and upfitting these needs with another vendor would increase the overall costs of this project. The additional equipment and installation will be provided by the vendor at approximately $8,130 per motorcycle, bringing the total for each motorcycle to approximately $37,339, which includes sales tax and other fees (e.g., tire, CVR, etc.). Monterey Park City Council approved designated monies for this project through the CHP CTFP (grant), at the July 17th regular council meeting (Resolution No. 2024-R52).

The City has an agreement on file with Long Beach BMW Motorcycles (Agreement No. 2004-A). At the Regular City Council Meeting on September 6, 2023, the then-City Council approved waiving the bidding requirements pursuant to then-Monterey Park Municipal Code Section 3.20.050(5) and authorized then interim City Manager to execute a contract with Long Beach BMW in a form approved by the City Attorney. The Police Department is requesting to amend Agreement No. 2004-A and incorporate the new scope of work and additional council approved FY24-25 CHP grant budget of $74,677.36.

FISCAL IMPACT:

Staff request approval for the Finance Director to appropriate $74,677.36 from grant funding for the Fiscal Year 24-25 budget. There is no fiscal impact on the general fund.

Respectfully submitted by:

Scott Wiese
Chief of Police

Prepared by:

Jay J. Silverman
Police Sergeant

Reviewed by:

Martha Garcia
Finance Director

Reviewed by:

Justin A. Tamayo
Deputy City Attorney

Approved by:

Inez Alvarez
City Manager

ATTACHMENTS:

1. City of Sacramento City Council Report File ID 2022-00848
2. City of Sacramento Contract Bid No. B22153311006
3. Long Beach BMW Motorcycles Sales Summary (Quote 1001)

ATTACHMENT 1

13. Contract: Police BMW Motorcycles
File ID: 2022-00848
Location: Citywide
Action: Passed Motion No. 2022-0140: 1) awarding an initial one-year contract with

four one-year renewal options to Long Beach BMW Motorcycles in an amount not-to-exceed $485,000 for the potential five-year term; and 2) authorizing the City Manager or

the City Manager's designee to execute the contract and renewal options specified above provided that sufficient funds are available in the budget adopted for the applicable fiscal year.
Contact: Alison Kerstetter, Program Specialist, (916) 808-1163, akerstetter@cityofsacramento.org; Mark Stevens, Fleet Manager, (916) 808-5869, mstevens@cityofsacramento.org, Department of Public Works

ATTACHMENT 2

City of SACRAMENTO
Department of Public Works

April 7, 2022

Long Beach BMW Motorcycles
2125 E. Spring Street
Long Beach, CA 90806

RE: Invitation for Bid B22153311006 – Police BMW Motorcycles

This notice is to inform you that the City of Sacramento has awarded the following line items to your company in response to the City of Sacramento Bid (B22153311006):

DESCRIPTION	UNIT COST
New latest model BMW 1200 RT-P High Speed, Black and White, Police Package, 2 Wheeled Motorcycle, In Accordance with The Attached Specifications. Vendor guarantees delivery _120-180_ days ARO.	$29,209.14

DEDUCTS: To Remove From Base Specification	UNIT credit
Gear Shift Assist Pro	$1,041.44

All purchases shall be in accordance with all terms and conditions, and pricing as contained in the IFB B22153311006. You will receive a separate non-professional services agreement for a potential 5-year term that will require your approval. This contract is contingent upon approval by City Council.

Should there be any questions, please contact me at (916) 808-1163.

Sincerely,

Alison Kerstetter
Program Specialist
P: (916) 808-1163
akerstetter@cityofsacramento.org

ATTACHMENT 3

City of Monterey Park

Quote 1001 8/22/2023

City of Sacramento Contract Bid No. B22153311006

2024 BMW R1250RT-P 753		$29,209.14
Black Wheels		N/C
Gear Shift Assist Pro		Incl.
Ride Modes Pro (Dynamic Ride Mode)		$215.00
Clearwater Darla lights		$1,112.00
PVP Wired Motor Kit		$895.00
FMS Note Pad Holder		Incl.
FMS Rifle Mount with bracket/timer		Incl.
FMS Pro Laser 4 Holster		$299.00
FMS USB Outlet w/voltmeter		Incl.
FMS Flashlight/Baton holder		$200.00
FMS Radio Installation Parts		$150.00
Install Agency Supplied Radio		$680.00
Shipping		-$350.00
Doc fee		Incl.
Sub Total Ea.		$32,410.14
Sales Tax	10.25%	$3,322.04
Tire Fee		$3.50
CVR Fee		$33.00
BMW ESC 7 Years Unlm. Miles		$1,570.00
Total OTD		**$37,338.68**

Charles Berthon
General Manager/Authority Sales

City Council Staff Report

DATE: September 18, 2024

AGENDA ITEM NO: Consent Calendar - 3F

TO: Honorable Mayor and Members of the City Council

FROM: Robert Aguirre, Director of Recreation & Community Services

SUBJECT: Authorizing the City Manager to execute an agreement with the Greetings Tour and artist Victor Ving in a form approved by the City Attorney for a community mural project for an amount not to exceed $40,000.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to negotiate and execute an agreement, in a form approved by the City Attorney, with the Greetings Tour and artist Victor Ving for a community mural for an amount not to exceed $40,000;
2. Providing direction on the process for final art and location selection; and
3. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

The City Council has expressed interest in public art in the City of Monterey Park. In an effort to learn more about the various options available and provide the Council with options to consider, the Director of Recreation & Community Services researched and met with various artists who specialize in working with cities on mural projects that promote civic pride and promote local economic development.

Staff from the City Manager's Office and the Recreation & Community Services Department recently met with local San Gabriel Valley artist Victor Ving. Victor is the owner and entrepreneur of the Greetings Tour Project (www.greetingstour.com) and has been touring the Country to work with communities and develop murals that are visually captivating and culturally significant. The murals help celebrate each city's unique heritage, landmarks, and community spirit.

On Tuesday, August 20, the Community Participation Commission ("CPC") reviewed the Greetings Tour website and murals that Victor Ving has completed in other cities. The Commissioners were excited to learn about the opportunity to have a mural celebrating the Monterey Park community. The CPC voted unanimously to recommend that the City Council pursue a Greetings Tour postcard-style mural at a location to be determined.

Upon approval and providing direction on the process for final art and location selection, city staff will work with artist Victor Ving to initiate community engagement, set a project timeline, and scout potential public and private locations. The proposed mural project will include community engagement and collaboration, ensuring it reflects the city's identity

and values. The mural would be strategically placed in a high-visibility area, making it accessible to residents and creating a destination for visitors.

If approved, updates will be provided as the project progresses. Once artwork has been determined and location has been selected, the outcome will be presented to City Council to request a budget allocation and final mural approval.

BACKGROUND:
The Greetings Tour is a nationwide public art project led by muralist Victor Ving and photographer Lisa Beggs. The project specializes in creating postcard-style murals that reflect the unique character of each city it partners with. The Greetings Tour has successfully completed similar projects in various cities across the United States, creating a new destination and local landmark in each community.

The Greetings Tour mural project presents a unique opportunity to showcase the City's unity and create a lasting visual legacy. City Council direction on this project will enable staff to proceed with planning and initiate community engagement toward the final mural, reflecting pride in the past and faith in the future.

FISCAL IMPACT:
The total project cost may vary due to the location and final design of the mural but will not exceed $40,000. The funding source will depend on the location selected for the mural. Development Impact Funds ("DIF") may be utilized if the mural will be placed in a city park; CDBG funds may be used if the location area meets the income requirements; or the General Fund will be used if the location doesn't meet the DIF or CDBG requirements.

Respectfully submitted by:

Robert Aguirre
Director of Recreation & Community Services

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Justin A. Tamayo
Deputy City Attorney

ATTACHMENT:

1. Greetings Tour Press Kit

ATTACHMENT 1

Greetings Tour Press Kit


GREETINGS
TOUR
POSTCARD MURALS ACROSS AMERICA
GREETINGS
FROM

OUR STORY

MISSION

Greetings Tour is a nationwide mural project creating interactive & timeless landmarks through public art. Using the classic large letter postcard style, our artwork captures the pride of locals for their hometowns and sparks the interests of visitors alike. At each stop, we collaborate with local artists, businesses and residents to create a piece of true public art art that engages the local community.

Muralist Victor Ving and photographer Lisa Beggs have been traveling full time in their RV since leaving New York City in 2015. To date, the artist duo have completed a total of 50+ murals across 25+ different states continuing their mission to create their colorful & photogenic artwork in all 50 states and eventually taking the project to an international level!




GREETINGS FROM
CHICAGO
CUBS
SAVE WRIGLEY
GREETINGSTOUR
GREETINGS FROM

ABOUT US

BEHIND THE SCENES



VICTOR VING

Muralist Victor Ving is a former NYC graffiti artist who now utilizes his aerosol art experience to create public artworks for communities across America. He is the founder of Mural Artist Collective & Graffiti Arts creative agencies specializing in graffiti, street art and large scale murals.



LISA BEGGS

Lisa Beggs is a traveling photographer living full-time on the road since 2015. After studying Commercial Photography and Dance at Ohio University, she moved to New York City where she began shooting.



HONEYBEAR

2014 Thor Four Winds Motorhome
Current Mileage: 115k+
“Our Home on Wheels”

HISTORY OF GREETINGS TOUR

2104-2018 TIMELINE

2014

OUR BEGINNINGS

Conceptualized and painted the Greetings from Chinatown mural followed by a road trip to California that sparked the idea of taking the project on the road for a year.

2015

HITTING THE ROAD

Purchased Honeybear (RV) and said goodbye to friends and family in NYC. Created our first mural on the road “Greetings from Chicago” in IL

2016

LOWER 48 STATES

Visited all lower 48 states (& Hawaii.) Decided to keep the the project going past one year and try to paint in all the states that we have visited and experienced.

2018

ALASKA

Completed our most ambitious goal to date of painting a Greetings from Alaska mural in Anchorage, AK!

HISTORY OF GREETINGS TOUR

2019-FUTURE TIMELINE

2019

GOT HITCHED!

One of the best years of our lives so far!

Completed another goal of painting in Hawaii.

Painted our first international mural in Bermuda

& we got married in October in Santa Barbara, CA!

2020

PANDEMIC

Our travels were put on hold due to COVID, but we

settled into a new home base in Pasadena, CA.

We started a grant to help give back to communities

that were severely impacted by the pandemic

2021

50 MURALS

We hit a milestone of painting 50 murals

(but not in all 50 states yet!). Happy to be

back on the road after a rough 2020.

FUTURE

Let's see where this journey will take us!

ASK US ANYTHING

Frequently Asked Questions

What made you decide to do this project?
The Greetings from Chinatown mural in NYC (2014) was the first piece we did where we noticed the potential of how much our artwork can positively affect the community. We went on a west coast road trip later that summer and were inspired by others that we saw living on the road. Combining our backgrounds of mural art and photography, we decided to take a chance to paint and travel full time. We hit the road in Spring 2015 and have been loving the lifestyle since!

How do you decide where your next stop is?
Our travels are loosely based around our commissioned project schedule. If there are cities along the way that we connect with, we'll try to make those murals happen in route to the next destination. Our current priority is creating murals in states where we have not painted in yet. The larger goal is to eventually paint in all 50 states and then take the project global!

Do you get paid for your artwork?
Yes, this is the way that we make our living and it is our full-time jobs. Our most common clients are cities, destination agencies, and the travel/hospitality industry. However, from time to time we have donated our services to some good causes that align with our values and mission.

What's been your favorite place you've been to so far?
When we left our apartment in NYC, we looked forward to visiting all the US cities. That changed when we began visiting National Parks and found where the real beauty lies in our country. Victor's favorite place we have visited is Alaska where we spent the summer of 2018. Lisa's favorite part of the country is Southern Utah.

What's your favorite mural(s) so far?
Victor: Greetings from Alaska & Greetings from Hawaii
Lisa: Greetings from Chinatown

TIMELINES

DESIGN & PROCESS


BILJAX
BILJAX



IDEAL WALL SPECS

BEST WALLS FOR INTERACTIVE MURALS

SIZE

- 25’-30’ ft. w x 12’-15’ ft. h
- Walls that are too big lose the interactive element.

SURFACE

- Concrete, cinderblock, brick, or stucco (primed.)
- Power washed prior to a coat of white primer.

NEIGHBORHOOD

- High foot traffic.
- Young Adults (18-35)

PLACEMENT

- Facing oncoming traffic
- Public access (can step back enough for clear photos)

SIGHT

- Ground level
- No obstructions (signs, parking spaces, utility poles, trees, etc.)

PARKING (INSTALL)

- Enough space to park our RV during painting (24’ ft. x 8’ ft.)

DESIGN PROCESS

SKETCH & PHOTOGRAPHY

To create true “public” art, we work with locals that have roots in the community to suggest ideas of relevant imagery to be incorporated in our artwork.

Past interactive and collaborative processes include leaving letter(s) blank as a canvas for local artists and adding ideas from the immediate environment while painting.

For committee approvals, we do require clear and concise feedback with solid direction. We typically include up to 2 rounds of revisions for our projects.

STEP 1

- Lettering concept/placement to scale of wall. Default 2:3 scale.

STEP 2

- Photo references for content laid out within letters for approval.

STEP 3

- Design original content from references or clear usage of existing references.

STEP 4

- Final *sketch created for mural.

*Sketches are blueprints for a mural and NOT meant to be full renderings.









TIMELINE

CONCEPT TO EXECUTION

Every project is unique and we have the ability & resources to pull off rush projects when necessary. Most successful mural projects are planned at least 2-3 months in advance. The general timeline below can be used as a point of reference:

SKETCH/DESIGN

- 1 week – Initial concept/layout
- 3-5 days – Each round of revisions (includes up to 2 rounds.)

INSTALLATION

- 2-3 days – Initial preparation of wall (cleaning, priming, sketching.)
- 2-3 days – Blocking out background elements & lettering.
- 1-2 days – For each unique image painted within lettering.

* All installation dates are weather dependent for outdoor murals.

DOCUMENTATION

- Content captured during mural installation.
- 1-2 days – B Roll footage.
- 1 week – Edited final photo selects & recap video (1-2 minutes.)

COMMUNITY ENGAGEMENT

INTERACTIVE POSTCARDS

INTERACTIVE ART

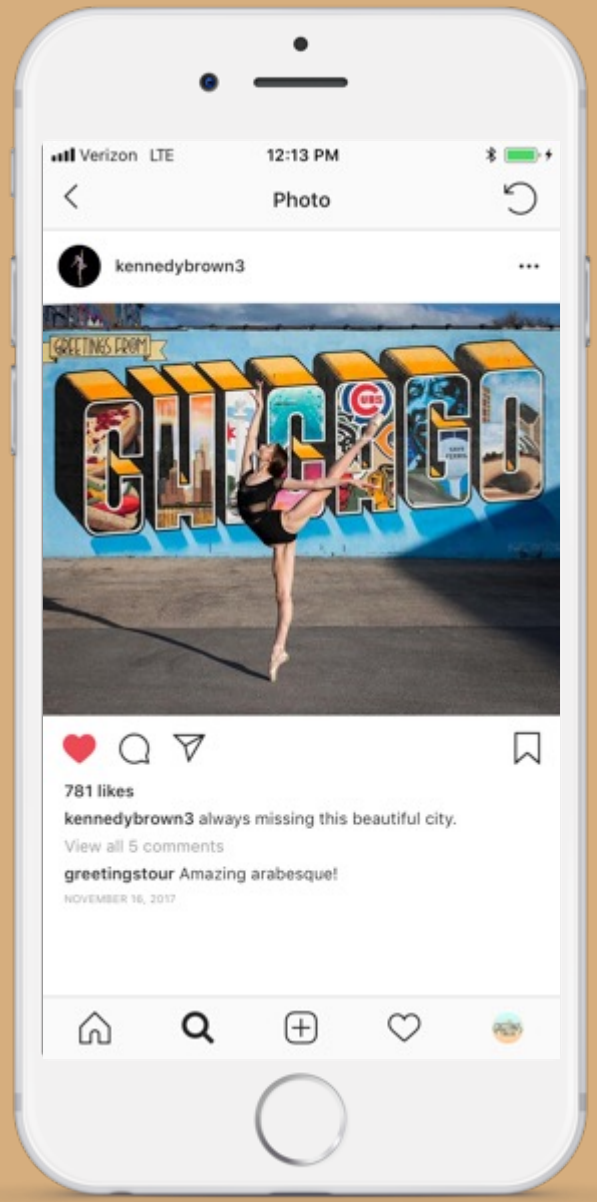
MODERN DAY POSTCARDS

Sending physical postcards have become a past time for the current generation. We've taken the "Wish You Were Here" postcard concept and added our modern twist to it by creating interactive mural as photo backdrops for people of all ages and backgrounds.

The practice has become a modern way of sending greetings to friends and family in our digital age through social media.

Every day, we are constantly tagged and mentioned in photos of people engaging and interacting with our artwork across the country. We love watching the pieces take on a life of their own long after we are gone.

Our murals create an opportunity for associated brands to create a memorable and impactful positive experience for their customers.





COMMUNITY PARTICIPATION

EDUCATIONAL WORKSHOPS

EDUCATION

- Teaching the public how to use spray paint to create murals.
- We can prepare outlines for people to help fill in.
- Inspirational talk about how to make a living doing what you love.
- Panel / Q&A session.





puuuuuaaaa
North Park, San Diego



emily_cloninger



mclarenchicago · Follow
Chicago's Home Mural



pokosean
Oklahoma City, Oklahoma



betterbuzzyoga
Sunnyside, Colorado



FOLLOWER DEMOGRAPHICS

This slide showcases select social media posts of engagement with our murals. We have listed some recent statistics pulled from our own social account: **@greetingstour**

GENDER

60.4% - Female
39.6% - Male

AGE

45.3% - 25 to 34
33.3% - 35 to 44
9.9% - 45 to 54

LOCATIONS

5.8% - New York
5.2% - Chicago
5.1% - San Diego

molliethehounddoggie
Toledo, Ohio



tlooooo
Tucson, Arizona



cloehrm_
Waterbury, Connecticut



christina_m_gee
Cleveland, Ohio



uranga_18



STATISTICS

AS OF JANUARY 2021

MURALS COMPLETED

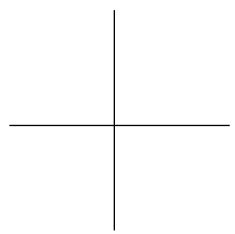
Total large letter style murals completed on the Greetings Tour since 2014.

50+

SOCIAL FOLLOWING

22k+

Total social media followers on our most active social media network: Instagram



STATES COMPLETED

Current total of unique states with permanent Greetings Tour murals.

25+

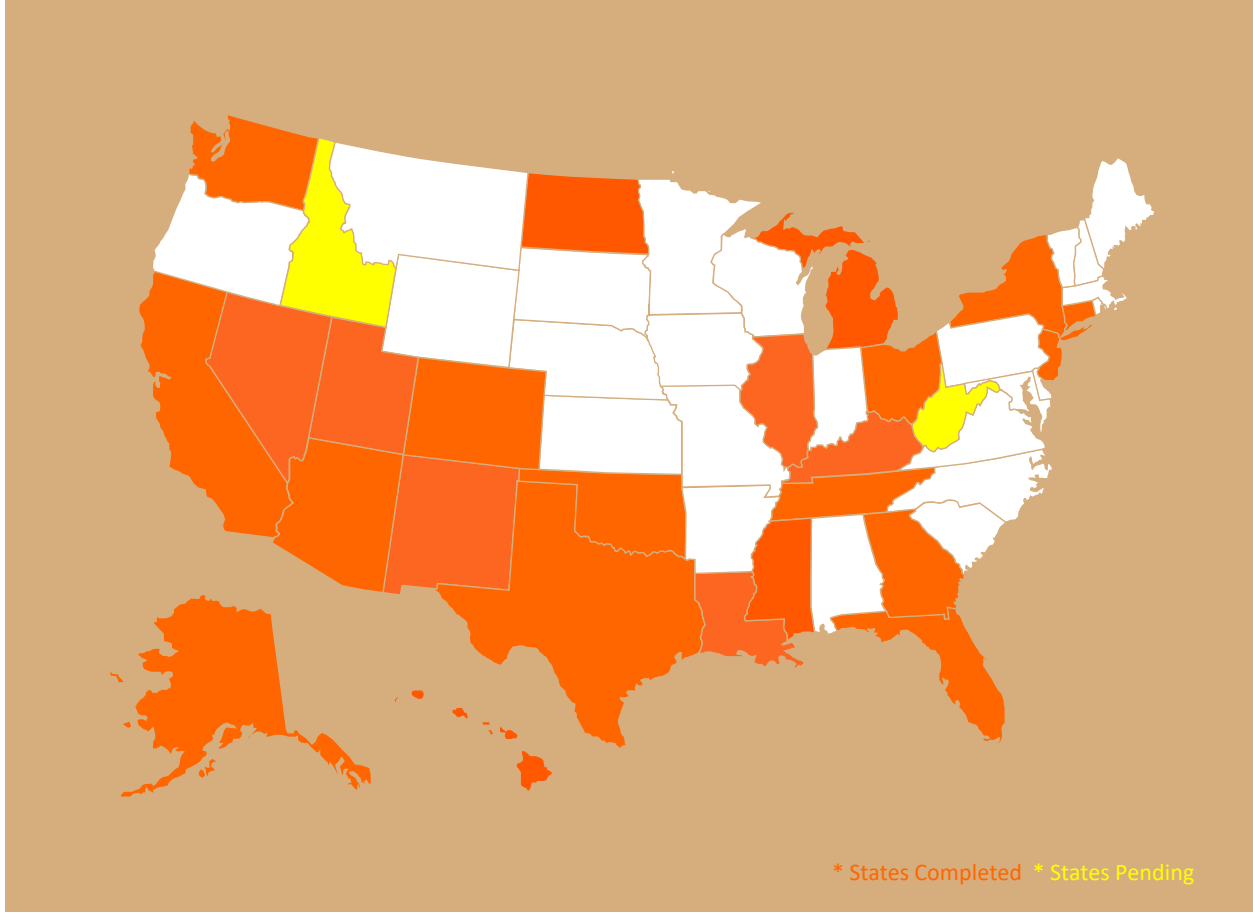
MILES TRAVELED

115k+

Number of miles driven in the RV across the country since 2014!

ROAD TRIP USA

MURALS ACROSS AMERICA



There are multiple Greetings Tour pieces within the same states and even cities but our long term goal is to paint at least one mural in all 50 states. Eventually, we would love to take this project international. For now, we are working hard on creating these local landmarks and destinations domestically across the United States.

We have developed a following of fellow full time RV'ers and travelers who plan trips to try to see all of our murals. This has led to an increase in local business and traffic to neighborhoods where the murals are located. Brands can leverage the opportunity to work with us on a national scale!



PRESS OPPORTUNITIES

For each public mural that we paint, there is never a shortage of press coverage opportunities. Articles and interviews have been published on just about every mural that we have done in print, digital and broadcast formats. In addition, our overall project has been featured in many prominent publications.

Past publications and news sources that we have been featured in include: InStyle Magazine, Conde Naste Traveler, Elle Decor, Hypebeast, Time Out Chicago, Vogue, Travel Channel and syndicated news networks including NBC, CBS, FOX and more. Media kits are available upon request.

WHY GREETINGS TOUR?

BENEFITS OF WORKING WITH US

COMMUNITY ENGAGEMENT

Our goal is to engage the community in the public art process through education, voice, hands-on participation, representation and experience.

TECHNICAL EXPERTISE

We offer a well-articulated experience at various stages of project development with a decade plus of experience in mural painting, project management and documentation.

NATIONWIDE RESOURCES

We work closely with our agency, Klughaus to provide additional resources from coast to coast to help streamline projects including fabrication, staffing, consulting, equipment rentals and insurance needs.

AUTHENTICITY

Often imitated but never duplicated! We put 110% into the level of detail and quality of our murals that can only be fully appreciated when seeing them in person. When it comes to large letter postcard murals, we are the undisputed experts.

LOCAL TO AMERICA

SUPPORTING COMMUNITY

PUBLIC ART LANDMARKS

SUPPORTING THE COMMUNITY



STATUE OF LIBERTY
Artist: Frédéric Bartholdi in **New York**
Born: France / Based: France



CLOUD GATE (THE BEAN)
Artist: Anish Kapoor in **Chicago**
Born: Bombay, India / Based: London



LOVE STATUE
Artist: Robert Indiana in **Philadelphia**
Born: New Castle, IN / Based: NY & ME

All of the artists who created the public art pieces above were not residents nor native to the location of the artwork. Yet, the pieces have become symbolic icons of the respective cities while creating tremendous value in their communities. These iconic artworks continue to bring joy to visitors and locals proudly associate them with their hometowns. In addition, the artwork has indirectly helped the local economy by creating jobs across several industries including tourism, art and public services just to name a few. Our collective murals serve a similar goal on a national scale.



Local San Diego artist Dave Persue (Bunny Kitty) collaborating on a mural.





Locals proud enough to get tattoos of our murals (Seattle & Chicago.)

COLLABORATION

SUPPORTING THE COMMUNITY

As a nomadic artist couple, we have built our own community in cities and towns across the country. The United States is where we call home and we consider ourselves humble residents to everywhere we spend time. We strive to connect and learn from those with roots in the community and always respect the local history of where we create our art.

When it comes to public art, there is a distinction between placing studio art in public view versus directly involving the community in the process of the creation. Our project gives local artists a chance to collaborate with us directly. We offer letters as blank canvases for other local artists to create their own murals within our piece. In addition, spending time living in the neighborhood in our RV and having conversations with local residents and businesses help generate ideas for the mural content. This gives everyone in the community a sense a ownership of the artwork long after we leave. Some locals have been so proud of the art that they had our murals tattooed on themselves!

LOCAL BUSINESS

SUPPORTING THE COMMUNITY

"We really have noticed a significant increase in people visiting the mural, which almost always results in fresh new faces through the door. The mural has made our shop a landmark and almost everybody knows our business, as well as surrounding businesses because of the Greetings from Orlando mural."

Jonathan Santin / Co-Owner / **Uncle Tony's Donut Shoppe**

"The Greetings from San Diego mural is just a block away from my shop and very rarely do I pass the wall without seeing an impromptu photo shoot in front of it with tourists and locals alike. It's been such a positive destination spot for our community here in North Park (San Diego.)"

Edwin Negado / Owner / **Gym Standard**

"The San Diego mural is a stop on everyone's tour of North Park. There are visitors from all over the world snapping souvenir pictures and often browsing the shops around the mural. It has positively impacted the neighborhood and my business by being a centerpiece and landmark."

Chris Clark / Founder / **Shaper Studios**

"For years, the Little Saigon District (San Diego) had been desperately waiting on a gateway sign. The community is very grateful and pleased for the Greetings Tour mural. The design speaks volumes to the history, cultural and identity of the Vietnamese refugee settlement in San Diego post the Vietnam War."

Beryl Forman / Marketing and Mobility Coordinator

El Cajon Boulevard Business Improvement Association

IN THE WORDS OF OUR CLIENTS

PAST MURAL RESULTS

CLEVELAND

TESTIMONIAL

"Victor Ving and Lisa Beggs brought their Greetings Tour to Cleveland, Ohio in 2015, capturing the wonderful landmarks and history of our city and helping beautify a neighborhood with new vibrance. They partnered with Graffiti HeArt, a local non-profit organization that provides art education scholarships for underserved youth and promotes graffiti mural art, and have become a friend of Cleveland. The new Cleveland Hilton included a Graffiti Suite, inspired by the collaboration between Graffiti HeArt and Greetings From Tour, including Victor's mural as per of the interior design."

Stamy Paul

Founder & President

Graffiti HeArt

"We are so glad that we decided to work with the Greetings Tour to paint a mural that said "Greetings from Cleveland" rather than our neighborhood name "Ohio City," which was our original plan. We had hoped to use this mural as an opportunity to market our neighborhood, but at the recommendation of Victor and Lisa, decided to use Cleveland instead. Over the past two years, this mural has become a destination in our neighborhood – visitors from the regional as well as out of town tourists make sure to visit our neighborhood so they can get a picture in front of the "Greetings from Cleveland" mural. We don't feel it would have the same impact had we used our neighborhood name."

Ashley Shaw

Economic Development and Planning Manager

Ohio City Incorporated


MADE POSSIBLE BY GRAFFITI HEART, OHIO CITY INC., AND SOLO BLOCK CLUB
@GREETINGSTOUR
Greetings from
CLEVELAND
#This is CLE

BUMBERSHOOT (SEATTLE)

TESTIMONIAL



"We stumbled upon Victor and Lisa's Greetings Tour work via Instagram in early 2015. Quickly our entire team became enthralled with the art, travels, and community cultivated by the tour. Two months after discovering the Greetings Tour on social media I stumbled upon Victor and Lisa's work at a popular and iconic building in the Lohi neighborhood of Denver. After seeing their work in person, I was incredibly impressed with the detail and scale of the mural. I reached out to Victor that day, and 4 months later The Greetings Tour was the most talked about, photographed, and engaged art installation of the festival. I would work with these two amazing people again in a heartbeat. Professional. Incredibly Talented. Friendly. Relevant. Victor and Lisa are the whole package."

Sam Warren

Creative Director

Bumbershoot Music and Arts Festival


GREETINGS FROM
BUMBERSHOOT
@GREETINGSTOUR

CHICAGO

TESTIMONIAL

"We were very excited to hear that Greetings Tour was planning a mural in Chicago and even more excited when they asked us to help locate the ideal wall for this project! Prior to its installation, Greetings Tour asked my opinion on whether it should read "Chicago" or "Logan Square". We unanimously agreed that far more people would appreciate and make this a destination if the mural read "Chicago". This beautiful mural captures many of the elements that make up Chicago. Since its installation, "Greetings From Chicago" has easily become the most popular and most photographed mural in the city! On any given day, you can find fans lined up to shoot their wedding, modeling or graduation photos. The mural attracts people from across Chicagoland and statewide, as well as tourists from all corners of the globe.

Billy Craven

Founder & President

Galerie F




UBS

PAST CLIENTS

CIVIC ORGANIZATIONS

visit knoxville TENNESSEE

WATERBURY PUBLIC ART COMMITTEE

BOULEVARD

ANCHORAGE DOWNTOWN PARTNERSHIP

DESTINATION Cleveland

ArtsinStark Kids. Jobs. Communities.

BRANDS & COMPANIES

VOGUE

TSINGTAO 青島啤酒

CANNES LIONS

Rainier BEER

THUNDER OKC

Hilton HOTELS & RESORTS

lululemon athletica

FIREFLY MUSIC FESTIVAL

Abercrombie & Fitch

airbnb



E M A I L

info@greetingstour.com

W E B S I T E

greetingstour.com

P H O N E

718-350-7671

S O C I A L

@greetingstour

City Council Staff Report

DATE: September 18, 2024

AGENDA ITEM NO: Consent Calendar - 3G

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Emergency Replacement of the HVAC System at the Langley Senior Citizen Center– Adopt a Resolution authorizing the City Manager to execute necessary Agreements, without the need for competitive bidding to complete the HVAC replacement

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution authorizing the City Manager to execute necessary Agreements, not to exceed $75,000, without the need for competitive bidding to complete emergency replacement of the HVAC system at the Langley Senior Citizen Center
2. Appropriating $75,000 to the FY 2024-2025 Budget from the General Fund for the project; and
3. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

This matter is categorically exempt from review under the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15269 (emergency repair to this public facility is necessary to maintain service essential to the public, health and welfare) and § 15301 (Existing Facilities). The extended repairs would result in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to regarding traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project. Additionally, the City Council's actions are exempt from additional CEQA review as they are being made to protect public and private property and necessary to maintain services essential to the public, health and welfare (see, *CalBeach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529: CEQA findings regarding an anticipated imminent emergency are valid).

EXECUTIVE SUMMARY

On September 4, 2024, Public Works staff completed temporary repairs for the failing HVAC system at Langley Senior Citizen Center. The HVAC system has reached and exceeded its useful service life and is in need of immediate replacement. Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute necessary Agreements, without the need for competitive bidding for the replacement of the HVAC system at the Langley Senior Center. This includes a contract with Westco for $34,249 and with Carrier Global Corporation for $ 28,730.74.

BACKGROUND

On September 4, 2024, Public Works staff determined that the HVAC system at the Langley Senior Citizen Center was not operating correctly. Staff requested maintenance support from Westco for the system. Westco performed necessary repairs for continued operation. The HVAC unit services the main room used for daily senior lunch program and public events. Additionally, the Langly Senior Citizen Center is a designated cooling center. With the recent heat, this has proven to be a vital service to our community. Despite the City's best efforts, the system is beyond repair, and even with the temporary fix it is operating at 50% capacity and can fail at any time. The system has exceeded its expected lifespan of 10 to 15 years and is now 19 years old.

Staff obtained a quote from Carrier Global Corporation for one Packaged Rooftop Heat Pump Unit and curb adapter for $28,730.74 and a quote from Westco for installation of equipment for $34,249.

Westco's scope of work includes providing a crane and removal and disposal of the existing unit; installation of the City provided Carrier AC rooftop package unit, including all electrical and control wiring; securing the unit to the existing platform; starting and testing. The total cost for the proposed work is $34,249.

Ordinarily, the City must comply with this project's competitive bidding requirements of the Monterey Park Municipal Code and Public Contracts code. However, due to the immediate need to respond to the failing HVAC unit, competitive bidding for the proposed replacement would be ineffective and impractical for the protection of public health and safety. Westco is already vetted by City staff and under contract for HVAC maintenance and will perform the work within the competitive unit prices listed in the existing maintenance agreement.

Staff requests the City Council adopt a resolution authorizing the City Manager to execute the necessary Agreements, not to exceed $75,000, with Carrier Global Corporation and Westco without the need for competitive bidding for the emergency replacement of the HVAC system at the Langley Senior Citizen Staff requests the appropriation of $75,000 for costs associated with this project including labor, material, permit, contingency, and construction management and inspection.

2024-25 STRATEGIC PLAN GOAL:

The proposed Resolution supports the City's strategic goal to maintain, build and modernize infrastructure and facilities to support the current and future needs of the City and community. Replacement of the HVAC unit is required for public health and safety.

FISCAL IMPACT

Staff recommends the appropriation of $75,000 to the FY 2024-2025 Budget from the General Fund to cover the costs for this project.

Respectfully submitted and prepared by:

Shawn Igoe
Director of Public Works

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT

1. Resolution
2. Westco Proposal
3. Carrier (Sourcewell) Equipment Quotation

ATTACHMENT 1
Resolution

RESOLUTION NO. _____

A RESOLUTION ADOPTED PURSUANT TO PUBLIC CONTRACTS CODE § 20168 FINDING THAT AN EMERGENCY EXISTS WITHIN THE CITY AS TO HVAC FAILURE AT THE LANGLEY CENTER AND AUTHORIZING CONTRACTING WITHOUT THE NEED FOR BIDDING PURSUANT TO § 22050 AND MONTEREY PARK MUNICIPAL CODE ("MPMC") CHAPTER 2.52 AND FINDING THAT THE PROJECT IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AS AN EMERGENCY REPAIR.

The City Council does resolve as follows:

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

A. Pursuant to Public Contracts Code ("PCC") § 20168, the City Council may, upon a four-fifths vote, declare that public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property because of an emergency.

B. In accordance with PCC §§ 20168 and 22050, the City Council may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

C. Conditions of extreme peril to the safety of persons exist resulting from a combination of high temperatures and failing HVAC equipment at the Langley Senior Citizen Center (the "Facility"). The Facility is designated as an emergency cooling center and provides services for individuals (primarily seniors) who are particularly sensitive to heat related maladies.

D. HVAC equipment at the Facility is expected to fail at any moment; it is performing at less than 50% capacity. An equipment failure may result in deadly heat related injuries by a sensitive population (seniors).

E. The Public Works Director identified contractors to provide new HVAC equipment and, separately, to install it in the Facility. Such work must be completed expeditiously (the "work")

F. Under such emergency conditions, the City Council finds that the delay resulting from public bidding would imperil essential public services.

SECTION 2: *Environmental Assessment.* The work categorically exempt from review under the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15269 (emergency repair to this public facility is

necessary to maintain service essential to the public, health and welfare) and § 15301 (Existing Facilities). The extended repairs would result in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to regarding traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project. Additionally, the City Council's actions are exempt from additional CEQA review as they are being made to protect public and private property and necessary to maintain services essential to the public, health and welfare (*see, CalBeach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529: CEQA findings regarding an anticipated imminent emergency are valid).

SECTION 3: *Declaration of Emergency.* Based upon the entirety of the administrative record, the City Council finds that the emergency constitutes an imminent threat to public health and safety that requires immediate action. Accordingly, the City Council authorizes the City Manager to take all steps necessary to protect public health, safety and welfare including, without limitation, awarding contracts in accordance with PCC § 22050 and MPMC Chapter 2.52.

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

SECTION 6: *Recordation*. The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolution of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED, AND ADOPTED this ___ day of September 2024.

_____
Thomas Wong, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

ATTACHMENT 2
Westco Proposal

9691 Sunland Blvd.
Shadow Hills, CA. 91040
T: (818) 504-6353
F: (818) 504-6775
westcoservice.com

Quote

Date: 9/5/2024

To: City of Monterey Park
320 Newmark Ave
Monterey Park, CA 91754

Attention: Skyler Hecox

Location: **400 W Emerson Ave, Monterey Park**

Project: Labor to Replace AC unit.

Quoted Price: **$ 34,249.00**

Terms: **Net 30, Quotation is valid for 30 days.**

Scope of Work: Provide labor to:

- Safe off units, lock out tag out.
- Disconnect the electrical, gas and remove the ductwork and dispose.
- Provide crane to remove the old unit and properly dispose.
- Provide and install (1) Customer provided Carrier AC rooftop package unit.
- Detail and fabricate the ductwork needed to reconnect to the existing supply and return ducts.
- Reconnect the electrical and controls wires as needed.
- Secure the unit to the existing platform.
- Start, test, and check the operation.
- Work is to be performed on off hours.
- Performance and payment bond included.

Exclusions: AC unit, off hours, electrical wire, conduit and upgrades, mechanical permits, engineering, air pre-balance tests or post air balance, smoke detectors, roof patch and repairs, repair and warranty of existing HVAC system and any task and material not quoted.

Submitted By: Fernando Vasquez
VP of Service

Signature	Print Name	Date

ATTACHMENT 3
Carrier (Sourcewell) Equipment Quotation

CALIFORNIA COMMERCIAL
205 S Puente St
Brea, CA 92821
(P) (714) 578-5200

EQUIPMENT QUOTATION

Contact:	Skyler Hecox	**Phone Number:**	
Company:	City of Monterey Park	**State or Non-State:**	Sourcewell # 39242
Address:	751 S. Alhambra Ave. Monterey Park, CA 91754	**Services:**	
Job Name:	Langley AC Replacement	**Quote Date:**	07/16/2024
Job Location:		**Quote Number:**	0924EMEL1683
Sourcewell Contract Number:	070121-CAR		

We at Carrier are pleased to quote the following equipment for the above referenced project in accordance with the above Sourcewell Contract Number and the attached terms and conditions.

Qty	Model Number	Description	Unit Sell	Total Sell
1		Economizer	$3,540.00	$3,540.00
1	50FCQM24A3A5-0A0A0	Packaged Rooftop Heat Pump Unit The following items are included: 1. Standard Packaging 2. 208/230-3-60 3. 20 Tons 4. Two-Stage Cooling single circuit 5. High Static Option - Vertical Models 6. "Round Tube Plate Fin (RTPF) Al/Cu Condenser Coil, Al/Cu Evaporator Coil" 7. Electro-Mechanical Ctl W7212	$18,929.00	$18,929.00
1	1-4013-4158	curb adapter	$2,865.00	$2,865.00
1	FREIGHT		$800.00	

Total Net Sell Price including sales tax:$28,730.74

QUOTATION NOTES:
(1) Pricing includes only those items identified above.
(2) This quote is good for 30 days.
(3) Please refer to the attached Terms and Conditions.
(4) For services, progress billing may be employed.

SPECIAL NOTES:
1.

We appreciate your consideration of this quotation and would like to thank you for your interest in Carrier products and services. Should you have any questions concerning the above quotation, please feel free to contact me personally.

ERIC MELENDEZ
CALIFORNIA COMMERCIAL
EMELENDEZ@SIGLERS.COM

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and

a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO**.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier

receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY –The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:
https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at
https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/,
shall apply to the rental equipment.

${proposal.acceptance.block}

City Council Staff Report

DATE: September 18, 2024

AGENDA ITEM NO: Consent Calendar - 3H

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Bruggemeyer Library Improvements – Authorize Purchase of 26 New HVAC Units from Carrier Corporation

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving the bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(4), and authorizing the City Manager to execute a contract with Carrier Corporation, in a form approved by the City Attorney, not to exceed the listed cost per Council's selected Option A, B or C to purchase 26 New HVAC Units for the Bruggemeyer Library;
2. Authorizing the Director of Public Works to approve change orders and contingency up to $10,000; and
3. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the extension under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guidelines §§ 15060(c)(2), 15061(b)(3), and 15378 exempt activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, activities where there is possibility that it may have a significant effect on the environment, and activities that do not constitute a "project" as defined, respectively. This activity contemplates purchasing equipment only. Subsequent installation and construction will be evaluated separately under CEQA. Accordingly, this activity is exempt from further review.

EXECUTIVE SUMMARY:

The Bruggemeyer Library HVAC units have reached the end of their useful service life and are due for replacement. Capital Improvement Project ("CIP") No. 95038 – Building Forward Library Facilities Improvements Program allows for the replacement of the City library's HVAC units. Staff recommends the City Council authorize the City Manager to purchase 26 HVAC units from Carrier Corporation based on one of the options identified,

plus a contingency amount not to exceed $10,000. The recommendation includes the purchase of equipment only.

BACKGROUND:
Bruggemeyer Library hosts approximately 800 to 1,000 visitors per day and is one of the City's designated cooling centers during extreme heat weather conditions. After decades of prolonged use, the Library's HVAC units have reached the end of their useful service life and require replacement. Through the receipt of grant funds in January 2024 from the California State Library, the City is able to move forward with The Building Forward Library Facilities Improvements Program, which allows for the replacement of 26 HVAC units at Bruggemeyer Library.

Through Sourcewell Contract # 070121-CAR, effective October 7, 2021, between Sourcewell and Carrier Global Corporation, Carrier Corporation was able to present an equipment quotation to the City for 26 HVAC units with Sourcewell pricing. The City is a member of Sourcewell, a purchasing cooperative that combines the purchasing power of multiple agencies into a cooperative purchasing group to secure lower prices than what a smaller agency may obtain through an individual bid. Sourcewell contracts are competitively solicited and meet public bidding requirements; accordingly, the City Council may authorize the purchase of 26 HVAC units via MPMC § 3.20.050(4) - which allows the City to forego bidding through a purchasing cooperative.

Based on City Council's request at the August 21st meeting to evaluate all electric options, staff contacted Carrier Corporation and electrical contractors to evaluate this option. Based on the information and quotes gathered, the following options are available for the City Council to make a decision:

- **Option A (in-kind replacements)** – This option would replace the existing units with the electric and natural gas option. These units are more efficient than the current units and will still have a reduction on greenhouse gas emissions (GHG). The current cost for this option is $342,436

- **Option B (hybrid of in-kind and all electric replacements)** – This option would focus on replacement of units with all electric units that do not need any additional infrastructure retrofit work. Currently, there are 12-units that would meet this requirement. The estimated cost for this option is $353,067

- **Option C (all electric replacements)** – This option would replace all electric and gas units with only electric units. The current estimated cost would be approximately $511,000. For this option, additional funding would be needed as there is not enough funding in the grant and matching funds to complete all of the work identified in the grant.

Staff recommends the City Council authorize the City Manager to purchase 26 HVAC units from Carrier Corporation based on one of the options identified above, plus a contingency amount not to exceed $10,000. The recommendation includes the purchase of equipment only. Staff will solicit bids for the installation of purchased HVAC units and seek City Council approval for award of contract.

2024-25 STRATEGIC PLAN GOAL:

The replacement of the HVAC units at the Bruggemeyer Library supports the City's goal to maintain City facilities to support the current and future needs of our city and community. Additionally, the project will allow for the library to continue to be a designated cooling center during extreme heat weather conditions.

FISCAL IMPACT:

The proposed purchase will be made through grant funds from the California State Library, Grant Number BF-23-004 budgeted under CIP No. 95038 – Building Forward Library Improvements. There are sufficient funds in CIP 95038 to purchase the proposed in-kind equipment or hybrid of in-kind and all electric equipment, plus contingency amount not to exceed $10,000.00. However, should the all-electric option be approved, approximately $150,000 will need to be allocated from the general fund to support this decision. Once the full installation cost is sent out for bid, staff will bring back the item for City Council to approve and allocate the funding.

Respectfully submitted by:

Shawn Igoe
Director of Public Works

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Justin A. Tamayo
Deputy City Attorney

ATTACHMENT:

1. Quotation # 0824EMEL1654 – Gas/Electric
2. Quotation # 0924EMEL1676 – Electric

ATTACHMENT 1
QUOTATION #0824EMEL 1654 – Gas/Electric

CALIFORNIA COMMERCIAL
205 S Puente St
Brea, CA 92821
(P) (714) 578-5200

EQUIPMENT QUOTATION

Contact:	Skyler Hecox	**Phone Number:**	
Company:	City of Monterey Park	**State or Non-State:**	Sourcewell # 39242
Address:	751 S. Alhambra Ave. Monterey Park, CA 91754	**Services:**	
Job Name:	City of MPK Library	**Quote Date:**	06/05/2024
Job Location:		**Quote Number:**	0824EMEL1654
Sourcewell Contract Number:	070121-CAR		

We at Carrier are pleased to quote the following equipment for the above referenced project in accordance with the above Sourcewell Contract Number and the attached terms and conditions.

Qty	Model Number	Description	Unit Sell	Total Sell
3	1259-OA	OUTSIDE AIR INTAKE HOOD	$156.00	$468.00
3	ADPT-0570-SD-W	Welded Adapter	$365.00	$1,095.00
1	1-4010-4158	Curb Adapter	$2,165.00	$2,165.00
1	1-4010-4008	Curb Adapter	$2,165.00	$2,165.00
1	48GCDM14A2A6-0A0A0	Weather Master Gas/Electric Rooftop The following items are included: 1. Two stage cooling 2. 460-3-60 3. 12.5 Tons 4. Low Gas heat 5. Standard 6. Direct drive, EcoBlue, medium static fan 7. Al/Cu cond. coil - Al/Cu evap coil 8. Electro-Mechanical Ctl W7212	$12,046.00	$12,046.00
3	48VLUK240403	PKG YAC G 13.4 SEER2 The following items are included: 9. 40,000 BTU/HR 10. 208/230-1-60V 11. 2 -Tons 12. Ultra Low Nox	$3,129.00	$9,387.00
6	48FCDM12A3A6-0A0A0	WeatherMaker Gas/Electric Rooftop The following items are included: 13. 460-3-60 14. Low gas heat 15. 10 Tons 16. Single circuit, two stage cooling 17. Standard Packaging 18. Direct drive, EcoBlue, high static fan 19. Al/Cu cond. coil - Al/Cu evap coil 20. Electro-Mechanical Ctl W7212	$9,884.00	$59,304.00
1	48FCDM24A2A6-0A0A0	Gas Heat Packaged Rooftop Unit The following items are included: 21. Standard Packaging 22. 460-3-60 23. Low Gas heat 24. 20 Tons 25. Two-Stage Cooling single circuit 26. Standard/Medium Static Option - Vertical Models 27. "Round Tube Plate Fin (RTPF) Al/Cu Condenser Coil, Al/Cu Evaporator Coil" 28. Electro-Mechanical Ctl W7212	$16,617.00	$16,617.00

Qty	Model Number	Description	Unit Sell	Total Sell
5	48FCDM07A2A6-0A0A0	YAC_STD_6T_460V/3PH/60HZ The following items are included: 29. 460-3-60 30. Low gas heat 31. 6 Tons 32. Single circuit, two stage cooling 33. Standard Packaging 34. Direct drive, EcoBlue, medium static fan 35. Al/Cu cond. coil - Al/Cu evap coil 36. Electro-Mechanical Ctl W7212	$5,146.00	$25,730.00
4	48FCDM09A2A6-0A0A0	YAC_STD_8.5T_460V/3PH/60HZ The following items are included: 37. 460-3-60 38. Low gas heat 39. 8.5 Tons 40. Single circuit, two stage cooling 41. Standard Packaging 42. Direct drive, EcoBlue, medium static fan 43. Al/Cu cond. coil - Al/Cu evap coil 44. Electro-Mechanical Ctl W7212	$8,635.00	$34,540.00
1	48FCDM16A2A6-0A0A0	YAC_STD_15T Conv_460V/3PH/60HZ The following items are included: 45. 460-3-60 46. Low gas heat 47. 15 Tons 48. Single circuit, two stage cooling 49. Standard Packaging 50. Direct drive, EcoBlue, medium static fan 51. Al/Cu cond. coil - Al/Cu evap coil 52. Electro-Mechanical Ctl W7212	$12,283.00	$12,283.00
4	48FCGA06A2A6-0A0A0	YAC_STD_5T_460V/3PH/60HZ The following items are included: 53. 460-3-60 54. Ultra low NOx low gas heat 55. 5 Tons 56. One stage cooling 57. Standard Packaging 58. Direct drive, EcoBlue, medium static fan 59. Al/Cu cond. coil - Al/Cu evap coil 60. Electro-Mechanical Ctl W7212	$5,220.00	$20,880.00
8	FREIGHT	Per Delivery Truck	$1,300.00	$10,400.00
1	PECD-SRT05CB-D2DH-4L1	PE,EC COMPLIANT VERT. W7220 ADB 460/3 MOD 1HP	$6,800.00	$6,800.00
6	PECD-SRT34CB-D2DH-4L2	PE,EC COMPLIANT VERT. W7220 ADB 460/3 MOD 2HP	$5,110.00	$30,660.00
1	ECC-MRT69CA-D2DH	CONVERTIBLE ECONOMIZER, HW ACTUATOR, ADB, W7220 LOGIC	$3,188.00	$3,188.00
1	PCC-MRT69CA-D-4L4	Power Exhaust	$8,755.00	$8,755.00
9	ECD-SRT12CB-D2DH	ECONOMIZER, DOWNSHOT, COMPLIANT, JADE 2 SPEED, ADB	$1,359.00	$12,231.00
4	PECD-SRT34CB-D2DH-4L1	PE,EC COMPLIANT VERT. W7220 ADB 460/3 MOD 1HP	$5,065.00	$20,260.00
1	PECD-SRT05CB-D2DH-4L3	PE,EC COMPLIANT VERT. W7220 ADB 460/3 MOD 3HP	$6,169.00	$6,169.00
1	38MBRBQ48AA3	DLS 48K 230V HP CDU,obs use 38MBRCQ48AA3	$4,663.00	$4,663.00
1	40MBABQ48XA3	DLS 48K HP IDU AHU - LC	$1,723.00	$1,723.00

Total Net Sell Price including sales tax:$332,435.72

QUOTATION NOTES:

(1) Pricing includes only those items identified above.
(2) This quote is good for 30 days.
(3) Please refer to the attached Terms and Conditions.
(4) For services, progress billing may be employed.

SPECIAL NOTES:

1.

We appreciate your consideration of this quotation and would like to thank you for your interest in Carrier products and services. Should you have any questions concerning the above quotation, please feel free to contact me personally.

ERIC MELENDEZ
CALIFORNIA COMMERCIAL
EMELENDEZ@SIGLERS.COM

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and

a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO**.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier

receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY –The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:
https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at
https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/,
shall apply to the rental equipment.

${proposal.acceptance.block}

ATTACHMENT 2
QUOTATION #0824EMEL 1676 – Electric

CALIFORNIA COMMERCIAL
205 S Puente St
Brea, CA 92821
(P) (714) 578-5200

EQUIPMENT QUOTATION

Contact:	Skyler Hecox	**Phone Number:**	
Company:	City of Monterey Park	**State or Non-State:**	Sourcewell # 39242
Address:	751 S. Alhambra Ave. Monterey Park, CA 91754	**Services:**	
Job Name:	City of MPK Library	**Quote Date:**	06/05/2024
Job Location:		**Quote Number:**	0924EMEL1676
Sourcewell Contract Number:	070121-CAR		

We at Carrier are pleased to quote the following equipment for the above referenced project in accordance with the above Sourcewell Contract Number and the attached terms and conditions.

Qty	Model Number	Description	Unit Sell	Total Sell
1	50FCQM14A2A6-0A0A0	PAC HP 7.5-12.5 TON-STD TIER The following items are included: 1. 460-3-60 2. 12.5 Tons 3. Single circuit, two stage cooling 4. Standard Packaging 5. Direct drive, EcoBlue, medium static fan 6. Al/Cu cond. coil - Al/Cu evap coil 7. Electro-Mechanical Ctl W7212	$13,118.00	$13,118.00
3	50VT-K24---3	PKG HP G 14 SEER 2T The following items are included: 8. No Heat 9. 208/230-1-60V 10. 2 -Tons 11. Standard Heat	$3,411.00	$10,233.00
6	50FCQM12A2A6-0A0A0	WeatherMaker Heat Pump Rooftop The following items are included: 12. 460-3-60 13. 10 Tons 14. Single circuit, two stage cooling 15. Standard Packaging 16. Direct drive, EcoBlue, medium static fan 17. Al/Cu cond. coil - Al/Cu evap coil 18. Electro-Mechanical Ctl W7212	$10,494.00	$62,964.00
1	50FCQM24A3A6-0A0A0	Packaged Rooftop Heat Pump Unit The following items are included: 19. Standard Packaging 20. 460-3-60 21. 20 Tons 22. Two-Stage Cooling single circuit 23. High Static Option - Vertical Models 24. "Round Tube Plate Fin (RTPF) Al/Cu Condenser Coil, Al/Cu Evaporator Coil" 25. Electro-Mechanical Ctl W7212	$18,855.00	$18,855.00
5	50FCQM07A2A6-0A0A0	HP_STD_6T_460V/3PH/60HZ The following items are included: 26. 460-3-60 27. 6 Tons 28. Single circuit, two stage cooling 29. Standard Packaging 30. Direct drive, EcoBlue, medium static fan 31. Al/Cu cond. coil - Al/Cu evap coil	$5,478.00	$27,390.00

Qty	Model Number	Description	Unit Sell	Total Sell
		32. Electro-Mechanical Ctl W7212		
4	50FCQM09A2A6-0A0A0	PAC HP 7.5-12.5 TON-STD TIER The following items are included: 33. 460-3-60 34. 8.5 Tons 35. Single circuit, two stage cooling 36. Standard Packaging 37. Direct drive, EcoBlue, medium static fan 38. Al/Cu cond. coil - Al/Cu evap coil 39. Electro-Mechanical Ctl W7212	$9,480.00	$37,920.00
1	50FCQM17A3A6-0A0A0	PHP 15 Ton Std. Effy. - MRT The following items are included: 40. Standard Packaging 41. 460-3-60 42. 15 Tons 43. Two-Stage Cooling single circuit 44. High Static Option - Vertical Models 45. "Round Tube Plate Fin (RTPF) Al/Cu Condenser Coil, Al/Cu Evaporator Coil" 46. Electro-Mechanical Ctl W7212	$15,842.00	$15,842.00
4	50FCQA06A2A6-0A0A0	HP_STD_5T_460V/3PH/60HZ The following items are included: 47. 460-3-60 48. 5 Tons 49. One stage cooling 50. Standard Packaging 51. Direct drive, EcoBlue, medium static fan 52. Al/Cu cond. coil - Al/Cu evap coil 53. Electro-Mechanical Ctl W7212	$4,325.00	$17,300.00
1	38MBRBQ48AA3	DLS 48K 230V HP CDU,obs use 38MBRCQ48AA3	$4,663.00	$4,663.00
1	40MBABQ48XA3	DLS 48K HP IDU AHU - LC	$1,723.00	$1,723.00
3	1259-OA	OUTSIDE AIR INTAKE HOOD	$155.00	$465.00
3	ADPT-0570-SD-W	Welded Adapter	$363.00	$1,089.00
1	1-4010-4158	Curb Adapter	$2,164.00	$2,164.00
1	1-4010-4008	Curb Adapter	$2,164.00	$2,164.00
1	PECD-SRT05CB-D2DH-4L1	PE,EC COMPLIANT VERT. W7220 ADB 460/3 MOD 1HP	$6,800.00	$6,800.00
6	PECD-SRT34CB-D2DH-4L2	PE,EC COMPLIANT VERT. W7220 ADB 460/3 MOD 2HP	$5,110.00	$30,660.00
1	ECC-MRT69CA-D2DH	CONVERTIBLE ECONOMIZER, HW ACTUATOR, ADB, W7220 LOGIC	$3,187.00	$3,187.00
1	PCC-MRT69CA-D-4L4	Power Exhaust	$8,753.00	$8,753.00
9	ECD-SRT12CB-D2DH	ECONOMIZER, DOWNSHOT, COMPLIANT, JADE 2 SPEED, ADB	$1,359.00	$12,231.00
4	PECD-SRT34CB-D2DH-4L1	PE,EC COMPLIANT VERT. W7220 ADB 460/3 MOD 1HP	$5,061.00	$20,244.00
1	PECD-SRT05CB-D2DH-4L3	PE,EC COMPLIANT VERT. W7220 ADB 460/3 MOD 3HP	$6,167.00	$6,167.00
8	FREIGHT	freight	$1,300.00	$10,400.00

Total Net Sell Price including sales tax:$346,551.03

QUOTATION NOTES:
(1) Pricing includes only those items identified above.
(2) This quote is good for 30 days.
(3) Please refer to the attached Terms and Conditions.

(4) For services, progress billing may be employed.

SPECIAL NOTES:

1.

We appreciate your consideration of this quotation and would like to thank you for your interest in Carrier products and services. Should you have any questions concerning the above quotation, please feel free to contact me personally.

ERIC MELENDEZ
CALIFORNIA COMMERCIAL
EMELENDEZ@SIGLERS.COM

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and

a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO**.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier

receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY –The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:
https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at
https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/,
shall apply to the rental equipment.

${proposal.acceptance.block}

City Council Staff Report

DATE: September 18, 2024
AGENDA ITEM NO: Consent Calendar - 3I

TO: The Honorable Mayor and City Council
FROM: Chris Thompson, Fire Chief
SUBJECT: Fire Station 63 Upgrades and Remodel

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution to add Fire Station 63 upgrades and remodel to the Fiscal Year 2024-25 Capital Improvement Program;
2. Appropriating $2 million in State funds for the proposed Capital Improvement Project; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In October 2023, Assemblymember Mike Fong announced he had secured $2 million in funding from the California 2023-24 State budget for the reconstruction of Fire Station 63. The state funds will be used for the design, demolition and reconstruction of Fire Station 63.

BACKGROUND:

Built in 1958, Fire Station 63 is one of the oldest fire stations in the San Gabriel Valley. Due to its age, Fire Station 63 is beginning to exceed its useful life and does not meet the needs of a modern fire department. Over the years, the station has experienced some damage from earthquakes, resulting in cracked floors and shifts in the foundation, which pose a safety issue for staff. Similarly, the building was constructed over 66 years ago, and needs modernized accommodations, such as gender-inclusive showers, restrooms and living quarters.

Staff estimates the Fire Station 63 upgrades will be a multi-year project, similar to the recently completed Fire Station 62. The money from Assemblymember Mike Fong will assist staff in the design, and project management portion of the project, as well as partially assist with the construction portion. Based on the cost of Fire Station 62's design, management, construction, and including inflation, staff estimates the total cost of Fire Station 63 upgrades to be between $6 and $7 million. The total cost of the project is dependent on various factors such as design requirements, staff relocation, site-specific conditions and construction costs. Knowing there is a gap in funding, staff will be looking for other sources of funding to ensure the project is completed.

Staff is seeking Council approval to add the design, demolition and reconstruction of Fire Station 63 to the FY 2024-25 CIP list. As staff researches and identifies tasks related to Fire Station 63, it will be brought back to Council for approval.

2024-25 STRATEGIC PLAN GOAL:

This item meets the City's strategic goal to maintain, build and modernize infrastructure and facilities to support the current and future needs of our city and community. The planned upgrades at Fire Station 63 will ensure the fire station has the needed facilities and amenities to protect staff and the community.

FISCAL IMPACT:

Staff is requesting the $2 million be appropriated to the FY 2024-25 Capital Improvement Projects from Grant Funds for the design, demolition and reconstruction of Fire Station 63 upgrades.

Respectfully submitted by:

Chris Thompson
Fire Chief

Prepared by:

Rebecca Bojorquez
Principal Management Analyst

Approved by:

Inez Alvarez
City Manager

APPROVED AS TO FORM: Karl H. Berger, City Attorney
Reviewed by:

Solange Fortenbach
Deputy City Attorney

ATTACHMENT:

1. Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO.

A RESOLUTION AMENDING RESOLUTION NO. 2024-R48 TO ADD FIRE STATION 63 UPGRADES TO THE CAPITAL IMPROVEMENT PLAN ("CIP") AND FINDING SUCH AMENDMENT CONFORMS WITH THE GENERAL PLAN.

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

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

A. 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.

B. The Fire Station 63 Upgrades were not previously included within the Capital Improvement Plan ("CIP") as approved by Resolution No. 2024-R48 on June 18, 2024.

C. This Resolution amends Resolution No. 2024-R48 to add the Projects to the CIP.

D. The City reviewed this Resolution's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et set., the "CEQA" Guidelines"), and the City's Environmental Guidelines.

E. This Resolution is adopted based upon the entirety of the administrative record including, without limitation, the staff report submitted by the Fire Chief.

SECTION 2: *Findings.* Pursuant to Government Code § 65401, the City Council finds the CIP, as amended by adding Project, is consistent with the Monterey Park General Plan. Among other things, the CIP meets the following goals in the General Plan:

- Goal 1.0 of the Safety Element: Capacity to respond effectively to emergencies and is prepared for unavoidable disasters

- Goal 18.0 of the Safety Element: Provide residents and the business community with a high level of fire protection

SECTION 3: *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 Projects. Accordingly, in addition to the other projects in the CIP, the City Council authorizes the City Engineer to exercise discretionary approval for plans or designs for the Projects in advance of the construction or improvement as set forth in Resolution No. 2024-R48.

SECTION 4: *Environmental Assessment*. The City reviewed the environmental impacts of the Project under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guidelines §§ 15060(c)(2), 15061(b)(3), and 15378 exempt activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, activities where there is possibility that it may have a significant effect on the environment, and activities that do not constitute a "project" as defined, respectively. This activity is primarily a legislative tool to assess legislative and budgetary priorities and does not approve any of the specific projects for construction, and therefore does not have the potential to have a significant effect on the environment. Accordingly, no further review is required.

SECTION 5: *Notice of Exemption*. The Director of Public Works, or designee, is directed to file a Notice of Exemption in accordance with CEQA §§ 15062, and any other applicable law.

SECTION 6: *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 were made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 7: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 8: *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 9: *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 provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 10: *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 11: *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 12: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 18th day of September, 2024.

_____
Thomas Wong, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM: Karl H. Berger, City Attorney



_____
Solange Fortenbach, Deputy City Attorney

City Council Staff Report

DATE: September 18, 2024

AGENDA ITEM NO: Consent Calendar - 3J

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Public Works Director

SUBJECT: Russell Reservoir 1A Rehabilitation Project – Award of Public Works Contract to Crosno Construction Inc.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with Crosno Construction Inc. in the contract amount of $2,168,516 for the Russell Reservoir 1A Rehabilitation Project;
2. Authorizing the Public Works Director to approve change orders not to exceed $325,277 over the total contract amount;
3. Authorizing the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with SA Associates in the contract amount of $120,000 for Project Support Services for Russell Reservoir 1A Rehabilitation Project; and,
4. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guideline § 15301(c) (Existing Facilities) exempts the operation, repair, maintenance, alteration of existing public or private structures which involve negligible or no expansion of existing or former use. The proposed work will occur entirely within an existing structure. Accordingly, no further environmental review is required.

EXECUTIVE SUMMARY

Per Resolution No. 2023-R52, the Public Works Director solicited bids for the Russell Reservoir 1A Rehabilitation project, Capital Improvement Project ("CIP") No. 99007 (Specification No. 2022-009). Russell Reservoir 1A Rehabilitation project includes the application of protective coatings to interior surfaces and paint to exterior surfaces, including surface preparation, handling of hazardous and non-hazardous materials/wastes, disinfection of interior surfaces and additions, replacement and modification of miscellaneous structural items to bring the structure into compliance with current safety and health codes, standards and regulations.

The public bid opening for the Russell Reservoir 1A Rehabilitation project was held on August 28, 2024. Two bids were received: Crosno Construction, and Capital Industrial Coating. It is recommended that City Council authorize the City Manager to execute a Public Works contract with Crosno Construction, Inc., the lowest responsible bidder, for the Russell Reservoir 1A Rehabilitation in the amount of $2,168,516, plus a contingency amount not to exceed $325,277.

Additionally, it is recommended that City Council authorize the City Manager to execute a Professional Services Agreement with SA Associates for project support services including construction assistance, general inspection services, and coating and painting quality control inspection in the amount of $120,000.

BACKGROUND

The proposed work includes upgrades to Russell Reservoir 1A including the protective coating to interior surface and other related deferred maintenance upgrades such access improvements and valve replacements.

The public works bid was opened on August 28, 2024, and includes the following bids:

RANK	BIDDER	BASE BID AMOUNT
1	Crosno Construction, Inc.	$ 2,168,516
2	Capital Industrial Coatings, LLC.	$3,207,859

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

It is recommended that the City Council awards the project to Crosno Construction, Inc. for a total of $2,168,516, plus a contingency not to exceed $325,277.

Additionally, it is recommended that City Council authorize the City Manager to execute a Professional Services Agreement with SA Associates for project support services including construction assistance, general inspection services, and coating and painting quality control inspection in the amount of $120,000.

2024-25 STRATEGIC PLAN GOAL:

This project meets the City's goal to maintain, build and modernize infrastructure and facilities to support the current and future needs of our city and community as it aims to improvement conditions of Russell Reservoir 1A including the protective coating to interior surface and other related deferred maintenance upgrades such access improvements and valve replacements.

FISCAL IMPACT

The proposed project is budgeted in the 2024-2025 fiscal year Capital Improvement Program under CIP 99007 funded by Water Bond funds. The total estimated project cost for this project is $2,710,645 including the contract amount, professional services agreement, contingency, construction management and inspection, and project support services. There are sufficient funds in CIP 99007 for the proposed project.

CIP 99007 – Russell Reservoir 1A Rehabilitation	
Russell Reservoir 1A Improvements	$2,168,516
Contingency (not to exceed)	$325,277
Construction management/Construction Inspection	$216,852
Total Estimated Project Cost	$2,710,645

Respectfully submitted and prepared by:

Shawn Igoe
Director of Public Works

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
City Manager

Approved as to form: Karl H. Berger, City Attorney
Reviewed by:

Solange Fortenbach
Deputy City Attorney

ATTACHMENTS

1. Crosno Construction Proposal – Russell Reservoir 1A Improvements
2. SA Associates Proposal – Project Support Services

ATTACHMENT 1

Crosno Construction Inc.
Russell Reservoir 1A Rehabilitation

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: Grosno Construction Inc.

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

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

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

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

BID SCHEDULE

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

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

BASE BID SCHEDULE
RUSSELL 1A RESERVOIR REHABILITATION

Contractor shall furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following specific work items.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
A1.	**Mobilization/Demobilization**	LS	LS	$	$ 75,000.00
A2.	**Interior Coating:** Furnish all labor, materials, and equipment to remove coal tar enamel from bottom surfaces and lower 10 feet of the shell, prepare all surfaces, and coat interior with epoxy coating systems.	LS	LS	$	$ 1,299,370.00
A3.	**Disinfection:** Furnish all labor, materials, and equipment to prepare surfaces and disinfect interior.	LS	LS	$	$ 8,500.00
A4.	**Exterior Painting:** Furnish all labor, materials, and equipment to prepare all exterior surfaces, paint all exterior surfaces with an epoxy/urethane paint system, and apply flexible sealant around bottom plate extension.	LS	LS	$	$ 224,200.00
A5.	**Interior Caulking:** Furnish all labor, materials, and equipment to caulk all designated voids on the interior surfaces.	LS	LS	$	$ 11,730.00
A6.	**Center Vent and Overflow Screen:** Furnish all labor, materials, and equipment to remove and dispose of existing center vent and overflow screen and install new aluminum screen.	LS	LS	$	$ 1,970.00
A7.	**Fall Restraint System:** Furnish all labor, materials, and equipment to furnish and install fall restraint stainless steel cables, attachments, and necessary mounting hardware on the roof.	LS	LS	$	$ 3,470.00
A8.	**Primary Roof Hatch Guardrailing:** Furnish all labor, materials, and equipment to remove and dispose of designated guardrail sections and furnish and install new guardrail sections and dismount section brackets.	LS	LS	$	$ 6,380.00
A9.	**Overflow Hatch Guardrailing:** Furnish all labor, materials, and equipment to remove and dispose of designated guardrail sections and furnish and install new guardrail sections.	LS	LS	$	$ 6,380.00

A10.	**Interior Ladder Rung:** Furnish all labor, materials, and equipment to remove and dispose of the top rung on the interior ladder.	LS	LS	$	$ 1,710.00
A11.	**Interior Saf-T-Climb:** Furnish all labor, materials, and equipment to remove and dispose of the existing fall prevention rail and furnish and install a new Saf-T-Climb assembly.	LS	LS	$	$ 7,020.00
A12.	**Stairway:** Furnish all labor, materials, and equipment to furnish and install a stairway, including platforms with handrailing and concrete landing.	LS	LS	$	$ 71,810.00
A13.	**Walking Bridge:** Furnish all labor, materials, and equipment to furnish and install a walking bridge between the reservoirs and guardrailing on each reservoir.	LS	LS	$	$ 23,100.00
A14.	**Straighten Rafters:** Furnish all labor, materials, and equipment to straighten rafters.	EACH	108	$1,200	$129,600.00
A15.	**Lateral Bracing:** Furnish all labor, materials, and equipment to remove all existing tie-rods and furnish and install new lateral braces.	LS	LS	$	$ 55,080.00
A16.	**Cathodic Protection:** Furnish all labor, materials, and equipment to remove and dispose of the existing system and furnish and install a new galvanic cathodic protection system.	LS	LS	$	$ 26,590.00
A17.	**Hatch Intrusion Switches:** Furnish all labor, materials, and equipment to remove and dispose of existing conduit, wiring, and intrusion switches on all roof hatches and furnish and install new conduit, wiring, and intrusion switches.	LS	LS	$	$ 21,180.00
	TOTAL OF BID ITEMS A1 THROUGH A17				$1,973,090.00
ADDITIVE BID ITEMS: **The project will be awarded based on the Total of All Bid Items shown above plus the following Additive Bid Items:**					
A18.	**Dehumidification:** Furnish all labor, materials, and equipment to use dehumidification system for interior work, including curing of coatings.	PER WEEK	10	$13,374.00	$133,740.00
A19.	**Center Vent:** Furnish all labor, materials, and equipment to remove existing center vent and roof plates and furnish and install a new 36" diameter center vent.	LS	LS	$	$ 8,820.00

A20.	**Modify Existing Roof Overhang:** Furnish all labor, materials, and equipment to cut 3" radius half circle holes every 6 feet at the edge of the roof to allow for drainage.	LS	LS	$	$ 7,410.00
A21.	**Pit/Perforation Treatment:** Furnish all labor, materials, and equipment to fill pits or weld plates over pitted or corroded areas.	CREW HOUR	16	$ 266.00	$ 4,256.00
A22.	**Grinding:** Furnish all labor, materials, and equipment to grind smooth sharp edges of the rafter flanges and structural members.	CREW HOUR	16	$ 266.00	$ 4,256.00
A23.	**Inspection Spot Blasting:** Furnish all labor, materials, and equipment to abrasively blast clean severely corroded surfaces.	CREW HOUR	8	$ 1,578.00	$ 12,624.00
A24.	**Nuts and Bolts:** Furnish all labor, materials, and equipment to replace existing nuts and bolts at the structural connections. Each is based on a set of two bolts per connection.	EACH	40	$ 196.00	$ 7,840.00
A25.	**Removal:** Remove existing valve, provide labor and material to install 12" butterfly valve per Appendix 5. Sample Station per AWWA standards. Reconnect to existing earthquake valve assembly.	LS	1	$	$ 12,640.00
A26.	**Sampling Station:** Provide labor and material to install sampling station per Appendix 5. Sample Station per AWWA standards.	LS	1	$	$ 3,840.00
	TOTAL OF BID ITEMS A18 THROUGH A24				$ 195,426.00
	TOTAL OF ALL BID ITEMS A1 THROUGH A24				$2,168,516.00

TOTAL OF ALL BID ITEMS A1- THROUGH A 24 IN WORDS:

Two million one hundred sixty eight thousand five hundred and sixteen dollars

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

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

DESIGNATION OF SUBCONTRACTORS

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

Subcontractor Information	Work to be Performed	Dollar Amount
Name: Accurate Corrosion Control Address: 7310 N. 108th Ave. Glendale, AZ Tel: 623-486-7800	Cathodic Protection	$ 20,200.00
Name: Central Electric Address: P.O. Box 6025 Atascadero, CA Tel:	Electrical	$ 18,000.00
Name: Address: Tel:		$ _____
Name: Address: Tel:		$ _____
Name: Address: Tel:		$ _____
Name:		$ _____

Address: Tel:		
Name: Address: Tel:		$_____
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		$38,200.00

REFERENCES

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

Reference 1		
Agency Name: Mammoth Community Water District Contact Name and Title: Jake Trauscht, Asso. Engineer	Project Name and Brief Description: Design, fabricate, construct and coat a 1.0MG welded steel water storage tank.	
Tel: 760-934-2596 x 290 E-mail: jtrauscht@mcwd.dst.ca.us	Contract Value: $ $1,958,000	Year Completed: 2023

Reference 2		
Agency Name: East Valley Water District Contact Name and Title: Nathan Carlson, Sr. Engineer	Project Name and Brief Description: Rehab and recoat Plant 108 2.0MG Reservoir	
Tel: 909-806-4221 E-mail: ncarlson@eastvalley.org	Contract Value: $ $986,140	Year Completed: 2023

Reference 3		
Agency Name: City of Pismo Beach Contact Name and Title: Eric Eldridge, Sr. Project Mgr.	Project Name and Brief Description: Design, fabricate, construct and coat a 1.0MG welded steel water storage tank.	
Tel: 805-773-4656 E-mail: eeldridge@PismoBeach.org	Contract Value: $ $1,663,369	Year Completed: 2022

Reference 4		
Agency Name Santa Margarita Water District	Project Name and Brief Description Design, furnish, construct and coat a 0.3 MG welded steel water storage tank.	
Contact Name and Title Jeff McDonnell, Constr. Engr. Mgr.		
Tel: 949-459-6420 E-mail: jeffm@esmwd.com	Contract Value: $ $894,109	Year Completed: 2023

SITE INSPECTION

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

Name of Person who inspected the site: Mike Keller

Date of Inspection: 8/8/24

ADDENDA ACKNOWLEDGMENT

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

Addendum No. 1 Dated 8/14/24

Addendum No. 2 Dated 8/21/24

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

INSURANCE REQUIREMENTS

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

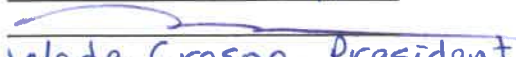
Type of Insurance	Limits
Commercial general liability:	$5,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement.

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

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

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

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

Bidder's Name: Crosno Construction Inc.
Authorized Signature: 
Name and Title: Wade Crosno, President
Date: 8/26/24

PUBLIC CONTRACT CODE SECTION 7106

Non-collusion Declaration by Bidder

The undersigned declares:

I am the President of Crosno Construction Inc., the party making the foregoing bid.

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

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

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

Bidder's Name: Crosno Construction Inc.

Authorized Signature: _____

Name and Title: Wade Crosno, President

Date: 8/26/24

PUBLIC CONTRACT CODE SECTION 10162

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

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

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

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

Bidder's Name: Crosno Construction Inc.

Authorized Signature: _____

Name and Title: Wade Crosno, President

Date: 8/26/24

PUBLIC CONTRACT CODE SECTION 10232

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

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

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

Bidder's Name: Crosno Construction Inc.

Authorized Signature: _____

Name and Title: Wade Crosno, President

Date: 8/26/24

PUBLIC CONTRACT CODE SECTION 10285.1

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

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

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

Bidder's Name: Crosno Construction Inc.

Authorized Signature: [signature]

Name and Title: Wade Crosno, President

Date: 8/26/24

Contract/project name and number: —

Date of termination: —

Reason for termination: —

Owner's name: —

Owner contact person and tel. no.: —

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 26th day of August, 2024.

BIDDER Crosno Construction Inc.

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

NOTARY PUBLIC _____

BIDDER INFORMATION

Bidder's Name: Crosno Construction Inc.

Address: 819 Sheridan Road, Arroyo Grande, CA 93420

Form of Legal Entity: Corporation

If a Corporation, State of Incorporation: California

State Contractor's Class and License No.: A, C33, C51 #835288

Contact Person Information:

Name: Wade Crosno Title: President

E-mail: wade@crosnoconstruction.com Tel: 805-343-7437 x112

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

Wade Crosno, President 819 Sheridan Road, Arroyo Grande, CA 805-343-7437 x112

Jaime Crosno, Secretary 819 Sheridan Road, Arroyo Grande, CA 805-343-7437 x105

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

None

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

None

Previous contract performance history:

Was any contract terminated previously: No

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

CALIFORNIA JURAT **GOVERNMENT CODE § 8202**

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 San Luis Obispo

Subscribed and sworn to ~~(or affirmed)~~ before me on this 26th (Date) day of August (Month), 2024 (Year), by

(1) Wade Crosno

(and (2) Jaime Crosno),
Name(s) of Signer(s)

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

DIANA RAE TILLEY
Notary Public - California
San Luis Obispo County
Commission # 2410677
My Comm. Expires Aug 10, 2026

Place Notary Seal and/or Stamp Above

Signature Diana Rae Tilley
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bidder Information

Document Date: August 26, 2024 Number of Pages: 2

Signer(s) Other Than Named Above: No other signers

©2019 National Notary Association

PROPOSAL GUARANTEE

BID BOND

Bond No.:__N/A_____

KNOW ALL MEN BY THESE PRESENTS that _Crosno Construction, Inc.___, as BIDDER, AND _Travelers Casualty and Surety Company of America __, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of Ten Percent of the Bid **($ 10% of the Bid)** dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **RUSSELL RESERVOIR 1A REHABILITATION SPECIFICATION NO. 2022-009**("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _21st___ day of ____August____, 2024_.

SIGNED AND SEALED this 21st day of August, 2024.

PRINCIPAL Crosno Construction, Inc.
Wade Crosno - President

SURETY Travelers Casualty and Surety Company of America
Rebecca A Bejarano - Attorney-In-Fact

PRINCIPAL's MAILING ADDRESS:

819 Sheridan Road

Arroyo Grande, CA 93420

SURETY's MAILING ADDRESS:

11090 White Rock Road #100

Rancho Cordova, CA 95670

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

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of San Luis Obispo }

On August 26, 2024 (Date) before me, Diana Rae Tilley, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Wade Crosno (Name(s) of Signer(s)),

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

DIANA RAE TILLEY
Notary Public - California
San Luis Obispo County
Commission # 2410677
My Comm. Expires Aug 10, 2026

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Diana Rae Tilley
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond
Document Date: August 21, 2024 Number of Pages: 1
Signer(s) Other Than Named Above: Rebecca A Bejarano

Capacity(ies) Claimed by Signer(s)

Signer's Name: Wade Crosno	Signer's Name:
☑ Corporate Officer – Title(s): President	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing: Crosno Construction, Inc.	Signer is Representing:

©2019 National Notary Association

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **REBECCA A BEJARANO** of **FRESNO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **August**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ACKNOWLEDGMENT

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

State of California
County of Fresno)

On August 21, 2024 before me, Romelia Quiroz, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ROMELIA QUIROZ
Notary Public - California
Fresno County
Commission # 2413175
My Comm. Expires Sep 13, 2026

PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

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

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of _____ ($ _____) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **RUSSELL RESERVOIR 1A REHABILITATION SPECIFICATION NO. 2022-009**("Public Project").

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

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

--END OF SECTION--

ATTACHMENT 2

SA Associates Proposal
Project Support Services

SA ASSOCIATES

August 23, 2024

Ziad Mazboudi
Interim City Engineer
City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754

Subject: Proposal for Inspection Services for Russell 1A Reservoir

Dear Ziad:

We are pleased to submit our proposal to provide engineering Inspection Services for Russell 1A Reservoir.

The 3 MG welded steel tank is located on a City-owned site in Monterey Park and is designated as the Russell 1A Reservoir. The dimensions of the tank are 150 ft. in diameter by 24 ft. high

We will be utilizing the services of Harper & Associates Engineering, Inc. (HAE). HAE is a corrosion and tank structural consulting engineering firm for water and wastewater facilities, operating since 1979. They specialize in services for water storage tanks.

SCOPE OF WORK

The work includes application of protective coatings to interior surfaces and paint to exterior surfaces, including surface preparation, handling of hazardous and nonhazardous materials/wastes, disinfection of interior surfaces and additions, replacement and modification of miscellaneous structural items to bring the structure into compliance with current safety and health codes, standards and regulations, and other work necessary to accomplish the approved end result of totally protected and usable structures, including attachments, accessories and appurtenances.

The construction schedule is 90 working days.

Construction Management will be provided by the City.

A. CONSTRUCTION ASSISTANCE

1. Attend the Pre-Construction Meeting to discuss all aspects of contractor's questions and clarifications of project.
2. Assist City in review and approval of Contractor submittals and project procedures.
3. Provide telephone liaison with the Contractor and City regarding requests for information and change orders, as required.
4. Review all contractor invoices and make recommendations to the City for payment of contractor as appropriate.

B. GENERAL INSPECTION SERVICES

1. Daily Inspection Activity Reports: Reports shall identify daily start and stop time, size of contractor's crew, equipment used, visitors to jobsite, climatic conditions throughout the day, quantity of materials used, work accomplished, periods of Contractor down time and cause, inspection procedures used and results, verification and recording of surface preparation, coating material "batch numbers" mixing, thinning, application, and thickness. All entries shall be dated and timed.
   a. Pictures shall be taken at key points in the project documenting the progress of the work.
   b. Daily inspection reports, including diagrams of the coating work accomplished, shall be submitted to the City.

2. Structural Inspection: Provide general inspection as-needed services for all structural modifications.
3. Notify City if out-of-scope work is required prior to the Contractor performing the work.
4. Observe the Contractor for compliance with site and job safety requirements. Inform City of any concerns or problems concerning site or job safety observed. Direct the Contractor to comply with all safety orders.
5. Observe and note all deliveries of materials, with respect to the Contractor's conformance to the contract documents and shop drawings.

C. Coating and Painting Quality Control Inspection

1. Surface Preparation: Physical inspection of blast cleaned surfaces to verify compliance with specification, removal of dust, etc. Weather conditions will be verified by use of a sling psychrometer to determine suitability of climatic conditions prior to and during all blast cleaning operations. Surface will be observed throughout cleaning operations to determine compliance with specifications.
2. Prime Coat Inspection: After approval of surface preparation, ongoing inspection monitors weather condition, Contractor's application equipment and its operation, mixing of primer and physical inspection of prime coat application, including spray techniques, cleanliness of surface, thickness, etc.
3. Finish Coats(s) Inspection: After approval of prime coat application, ongoing inspection monitors weather condition, Contractor's application equipment and its operation, mixing of primer and physical inspection of prime coat application, including spray techniques, cleanliness of surface thickness, etc.
    a. Procedures outlined above are repeated during application of additional coats, including careful examination of areas where cleaning penetrated coating film to verify edges of film have not lifted, curled, etc. Where defects exist additional cleaning will be performed to bring the area into compliance with specification and area will be recoated as required.
4. Final Inspection: Requires input at conclusion of finish coatings to ensure application and dry film thickness are in complete conformance to specification.
    a. Dry Film Thickness Testing: Dry film thickness measurements will be performed as deemed necessary to accurately determine the thickness. After completion of the testing and after the Contractor has recoated all the deficient areas, tests on the recoated areas will be repeated until the minimum dry film thickness is obtained.
    b. Holiday Detection: After completion of dry film thickness testing, all surfaces will be holiday detected, utilizing the specified detector. All marked areas are then to be repaired and holiday detection performed again. Re-detection and marking will continue until the surface is holiday-free.

Project Team

Project Manager	Krista Harper, PE, Harper & Associates, Inc.
QA/AC	Shahnawaz Ahmad, PE, SA Associates
Structural Inspector	Jakob Harper, Harper & Associates. Inc.
NACE II Coating Inspector	Benjamin Olmstead, Harper & Associates, Inc.

NACE III Coating Inspector Dennis Pazmino, Harper & Associates, Inc.

Brief bios are attached.

FEE ESTIMATE

1. Our fee to provide the services listed above page will be $120,000. Our breakdown by task is as follows:

TASK	FEE
A. Construction Assistance	$ 10,000
B. General Inspection Services	$ 15,000
C. Coating and Painting Quality Control Inspection	$ 95,000
Total	**$120,000**

2. The services will be provided in accordance with our Hourly Charge Rate and Expense Reimbursement Schedule, as follows:

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Project Manager	$ 230.00
Quality Assurance/Quality Control	$ 230.00
Engineer	$ 185.00
Structural Inspector	$ 150.00
NACE Inspector	$ 140.00
CAD Designer	$ 112.00
Secretary	$ 102.00

Reimbursable In-House Costs

Photo Copies	$ 0.15/each
Blueprints	$ 0.50/S.F
Vehicle mileage, between engineer's office and project site and/orclient offices, will be billed at	$ 0.67/mile

Other Reimbursables

Reproduction, special photograph, printing, and any other servicesperformed by subcontractor will be billed at	cost + 15%
Postage Delivery Service, Express Mail	cost + 15%

NOTE: All rates listed above are effective to June 30, 2025.

Thank you for the opportunity to submit this proposal. If there are any questions or if you desire additional information, please contact me.

Very truly yours,



Shahnawaz Ahmad, P.E., President
SA Associates
Tel 626.821.3456
sahmad@saassociates.net

Attachments:

- Brief Biographies

SHAHNAWAZ AHMAD, P.E., QSD
Quality Assurance/Quality Control (SA Associates)

Mr. Ahmad founded SA Associates in 1989, creating a civil engineering firm focused on city, county, and municipal agencies and is a registered civil engineer. Mr. Ahmad has over 40 years' experience. Currently he is involved with projects on water and sewer system master planning; water resources; water supply and treatment; water reuse; wastewater collection, treatment, and disposal; storm drainage; design of water and wastewater treatment plants, water pipelines, sewers, pumping stations, wells, storage reservoirs, and water reclamation systems; studies of water and wastewater treatment processes; and industrial waste problems.

KRISTA HARPER, P.E
Project Manager (Harper & Associates Engineering, Inc.)

Ms. Harper, Vice President and Principal Engineer of Harper & Associates Engineering, Inc., is a registered civil engineer (C71280). She has been working for the past 25 years extensively in corrosion and structural engineering projects, primarily related to steel and concrete tank evaluations and rehabilitations. Ms. Harper is responsible for quality assurance/quality control for all aspects of the firm including analysis of corrosion problems, preparation of specifications and plans, construction management, maintenance programs, inspection, and coordination with clients. Ms. Harper is the past chairman of the AWWA Tanks, Reservoirs and Structures Maintenance Committee and a member of NACE and other industry related organizations.

JAKOB HARPER
Structural Inspector/Engineer, NACE I (Harper & Associates Engineering, Inc.)

Mr. Harper has been an Engineer for Harper & Associates since 2020. He provides engineering services for water tanks and wastewater treatment plants. In addition, Mr. Harper assists in conducting field evaluations and preparing and editing technical specifications and plans for a variety of projects including water tanks, wastewater treatment plants, pipelines, and pressure vessels. He is also a Certified Diver.

BENJAMIN OLMSTEAD
Coating Inspector, NACE II (Harper & Associates Engineering, Inc.)

Mr. Olmstead has been a Quality Control Inspector for Harper & Associates since 2018 and has 12 years of experience. Before this, he worked in the painting industry. His experience includes inspecting in wastewater facilities, potable water reservoirs, and commercial buildings.

BENJAMIN PAZMINO
Coating Inspector, NACE III (Harper & Associates Engineering, Inc.)

Mr. Pazmino has been a Quality Control Inspector for Haper & Associates since 2017. His experience includes working in wastewater facilities, potable water reservoirs, and commercial buildings. He is a NACE III inspector the highest qualification attainable. He is also part of the HAE dive team.

City Council Staff Report

DATE: September 18, 2024

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 approval of the construction and subdivision of air rights for a 64-unit condominium development ("Project") on the real property located at 338 – 410 South Alhambra Avenue, also identified by Assessor's Parcel Numbers 5259-004-036, 5259-004-037, and 5259-004-038.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening the public hearing and taking testimonial and documentary evidence;
2. Receiving documentary and testimonial evidence;
3. Closing the public hearing;
4. After considering the evidence received during the public hearing for the construction and subdivision of air rights for a 64-unit condominium development: (1) adopting a resolution to adopt a Mitigated Negative Declaration ("MND") (State Clearing House Number 2024051026) and approving Tentative Map No. 84188 ("TM-23-05"), Design Review ("DRB-23-105"); and (2) introducing and waiving the first reading of an ordinance approving Development Agreement ("DA-23-03") ; and
5. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the Project pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). An initial study was prepared in accordance with the CEQA Guidelines § 15063 ("IS") which shows that, if mitigated, the Project would not cause any significant environmental impacts. Accordingly, pursuant to CEQA § 21091, the City prepared a Mitigated Negative Declaration ("MND") of environmental impacts for the Project. Based on the IS findings, and with proposed mitigation measures for air quality, biological resources, cultural resources, geology and soils, and noise, the Project would not result in significant environmental impacts.

The IS, MND and a notice of intent to adopt the MND was prepared, circulated, and made available for public review between Thursday, May 23, 2024, and Wednesday, June 12,

2024. During this period, the City received 32 comments in support of the project and 35 comments protesting the project. While many of the comments received did not include CEQA related issues, those that did were evaluated and incorporated into the MND as appropriate. Accordingly, no further environmental review is required.

BOARD/COMMISSION REVIEW:
On August 27, 2024 the Planning Commission reviewed the project and adopted a resolution recommending the City Council approve TM-23-05, DRB-23-105, and DA-23-03 for the construction and subdivision of air rights for a 64-unit condominium development and its MND (collectively the "Project"). It was further recommended that a condition be added to minimize effects to traffic, noise and air quality during construction of the Project. The Commission approved by a 4-0 vote, with 1 member abstaining.

EXECUTIVE SUMMARY:
The proposed project is a 64-unit mixed-market rate and affordable housing development on the real property located at 338 – 410 South Alhambra Avenue (the "Property") and includes the construction of seven townhomes at the front of the Property and a rear building containing 57 stacked condominium units. By developing seven units affordable to very-low income households, the Project is able to utilize State density bonus law, including incentives, to increase the number of units that can be built which contributes towards the City's Regional Housing Needs Assessment ("RHNA").

TYPE OF ACTION (LEGISLATIVE; QUASI-JUDICIAL; OR ADVISORY):
Legislative: The recommended action includes an Ordinance associated with DA-23-03. In considering such actions, the City Council acts in its discretionary legislative capacity. Pursuant to Government Code § 65867.5, to approve the development agreement, the City Council must find that the:

- Provisions of the agreement are consistent with the general plan and any applicable specific plan; and

- Agreement provides that any tentative map prepared for the subdivision will comply with Government Code § 66473.7.

Quasi-judicial: The recommended action includes the adoption of a resolution approving a TM-23-05and DRB-23-105, and MND. In considering such actions, the City Council acts in a quasi-judicial role. When doing so, the City Council acts like a court; it applies facts gathered during a public hearing to existing law. Just like a court, the City Council can only consider facts that are relevant to the case. A party appearing before the legislative body is entitled to:

- Notice of the proposed action;

- Reasons for the action;

- A copy of the evidence on which the action is based; and

- The right to respond before a reasonably impartial, non-involved reviewer.

The City Council must base its decision upon substantial evidence within the record. “Substantial evidence” generally means enough relevant information and reasonable inferences from information gathered during a public hearing that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. Argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly erroneous or inaccurate, or evidence of social or economic impacts does not constitute substantial evidence. Substantial evidence includes facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts. If the City Council asks irrelevant questions and bases its decision-making on such questions, a court may overturn the City Council’s decision and potentially hold the City liable for violating the applicant’s constitutionally protected due process rights.

Pursuant to Monterey Park Municipal Code “(MPMC”) section 21.04.070, to approve the TM-23-05the City Council must find that the project is:

- Consistent with the Monterey Park General Plan;
- Consistent with any applicable specific plan or planned development;
- Consistent with the provisions of the MPMC;
- In the interest of public health and safety; and
- A necessary prerequisite to the order development of the surrounding area.

Pursuant to MPMC section 21.36.060, to approve the DRB-23-105the City Council must find that the project:

- Is compatible and in keeping with the character of the neighborhood and not detrimental to the general welfare of the neighborhood in which they are located;
- Reflects the values of the community; enhance the surrounding environment; and harmonize with its surroundings; and
- Provides a visually pleasing setting for structures on the site through landscaping.

Pursuant to CEQA Guidelines § 15074, to approve the MND, the City Council must find:

- On the basis of the whole record before it (including the initial study and any comments received), that there is no substantial evidence that the project will have a significant effect on the environment and that the negative declaration or mitigated negative declaration reflects the lead agency's independent judgment and analysis.

Pursuant to Government Code § 65915, to approve the density bonus, the City Council must find that the:

- The site will include 15% or more units restricted to very-low income households.

These findings are included in the attached Resolution (Attachment 1) and Ordinance (Attachment 2); the facts upon which these findings rely on are also included within the body of documents. The facts to make such findings are based upon substantial evidence gathered during all the public hearings, including, without limitation, the special City Council meeting on July 18, 2024, regular Planning Commission meeting on August 27, 2024, and regulate City Council meeting on September 18, 2024.

BACKGROUND:
The Applicant is requesting approval of TM-23-05, DRB-23-105 and DA-23-03 for the subdivision of air rights to construct a 64-unit mixed market and affordable housing condominium development at 338-410 South Alhambra Avenue. The Property is zoned R-3 (High-Density Residential) and has a General Plan designation is High Density Residential. An in-depth analysis is set forth in the Planning Commission staff report dated August 27, 2024 (Attachment 4), a brief summary of the Project is provided below.

Site Plan
The Project is designed with two housing project types that total 64 multi-family residential dwelling units: (1) seven townhomes fronting onto Alhambra Avenue and (2) 57 stacked condos in the building behind the townhomes. Parking for the townhomes are attached two-car garages, while a 83-space subterranean parking garage serves the condo units. The Project will be accessed by two driveways, at the north and south end of the Property see Figure 1).

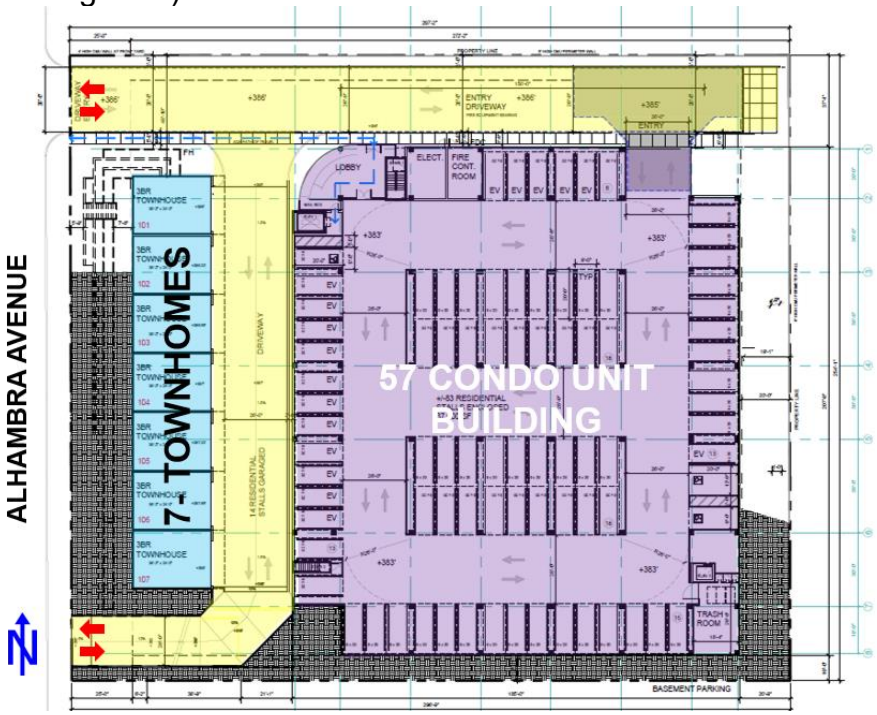


Figure 1: Site Plan

Floor Plans

All living areas for both the townhome units and the condo units will be above the parking areas. Townhome units have three bedrooms, 2.5 bathrooms, and feature private open space on balconies. The balance of the condo units are contained in a single building, with units developed around a centralized courtyard area that serves as common open space. Other common open space areas include community rooms, a business center, a roof trellis, and a gym.

Below is a summary of the unit types, and square footages:

Type	# of Bedrooms	Size	# of Units
Townhomes	three-bedroom	2,070 square feet	7
Attached Condos	one bedroom	645 square feet	15
Attached Condos	two-bedroom	1,000 square feet	33
Attached Condos	three-bedroom	1,300 square feet	9
		Total	**64**

Architectural Design

The architectural design of the Project includes a contemporary style of architecture, combining clean lines, simple building forms such as a flat roof with a parapet, a mix of wall finishes including stucco, concrete, wood siding, and windows with dark trims. Recessed balconies and front entries are located along the Alhambra Avenue elevation, and the use of large windows help break up the massing and scale of the Project. The mix of textures contribute to the overall clean and uncluttered appearance (see Figure 2).



Figure 2: West Elevation (facing Alhambra Avenue)

Density Bonus

A Density Bonus is proposed as part of this Project and is a mechanism established by California law that allows developers to obtain concessions and/or waive local development requirements in exchange for building affordable housing.

The High-Density Residential land use designation of the General Plan allows 30 units per acre. The Property is approximately 1.73 acres; accordingly, 51.9 units are permitted by the General Plan at 30 dwelling units per acre, before considering Density Bonus law. The proposed 64-unit housing development with a density of 37.5 units per acre is less

than the maximum as allowed under Density Bonus law which is 77 units at 45 units per acre.

Since the Project designates 15% of the units as restricted to very-low incomes households, the City is mandated by California law to grant a minimum of three incentives that allow the Applicant to avoid certain development standards that it retains discretion to choose. As part of the density bonus, the applicant has requested that incentives be provided to the following areas, consistent with the MPMC §21.18.050:

- Height – additional story or 6' above 30' maximum (i.e. 1 story/36');
- Open Space – reduction 15% of total requirement; and
- Rear setback – reduction of 20% (i.e. 5').

As proposed, the Project meets development standards found in the MPMC and requirements found in City and State Density Bonus law.

Tentative Map ("TM")
The Property is comprised of three lots totaling 75,386 square feet (1.73 acres). The Applicant proposes to reconfigure the three lots into one lot and simultaneously subdivide the Property for air rights for each dwelling unit. The subdivision allows separate ownership of each dwelling unit (persons own the air space of a particular dwelling, while all the condominium owners mutually own and are responsible for all maintenance of the buildings and the common areas).

The proposed TM is consistent, in terms of density and use, with the MPMC and General Plan designations. The Public Works Department, Fire Department and other agencies reviewed the TM and plans, and proposed conditions of approval.

Development Agreement
The Project satisfies all requirements for approval, including General Plan consistency, of its development agreement. MPMC § 21.44.020(B) requires a development agreement, in a form approved by the City Attorney, for all residential developments with 10 or more dwelling units. The Applicant is proposing public benefits which include:

- Creation of affordable housing units in the very low-income category,
- Local hire preference,
- Buy local preference,
- Local resident preference for the eventual rental or sales of affordable units, and
- Enhanced electric vehicle charging capabilities at the site.

The Development Agreement also includes additional stipulations, which will limit impacts, and implement the goals, policies, and objectives of the General Plan.

PLANNING COMMISSION PUBLIC HEARING

During the Planning Commission public hearing on August 27, 2024, members of the public made comments in support and opposition of the project. Those in opposition expressed concerns related to the following:

- Scale (height) of the Project;
- Density (overall number of units) in the Project;
- Increase traffic and safety issues;
- Lack of on-site parking; and
- Increase of on-street parking demand.

Those expressing support for the project cited the following reasons:

- Increase of homeownership opportunities;
- Increase of affordable housing stock; and
- Well-designed nature of the project.

There also appeared to be a misunderstanding from public comments, where individuals referenced the project as being developed to house the homeless. The Chair provided clarification that the Project is intended for homeownership, with a component allowing for households that are within the very-low income category, the opportunity to purchase units.

The chart below provides summary of comments, either written or verbal received before and during the Planning Commission meeting. Note that some written comments that were received included oral comments during the Planning Commission meeting.

Public Comment	**Support Comments**	**Opposition Comments**	**Neutral Comments**
CEQA Notice (May 23, 2024 - June 12, 2024)	31	35	3
Planning Commission Notice (August 1, 2024-August 27, 2024)	16	7	0
Planning Commission Meeting August 27, 2024	2*	16**	0

*Two speakers on behalf of 6 people.
** Including 2 speakers with comments about homeless housing.

While the issues were raised by the public about scale, density, on-site parking, and increase of on-street parking demand, they are functions of what is allowable based on the City and State's Density Bonus regulations. As indicated above, the overall density of the Project is lower than the maximum density which can be permitted under the density bonus request. Further, the height of the Project is an incentive that is allowed under the City's local ordinance.

Parking requirements that apply to this Project are limited by California law. As proposed, the parking for the Project exceeds the minimum amount of required parking. The increase of parking demand for on-street parking is a possibility, however during the focused traffic study for the Project, it was concluded that Alhambra Avenue and the surrounding streets have the ability to absorb all such overflow.

Comments made by the Commission included the following:

- Questions related to traffic;
- Appreciation for the careful design of the Project to offer transition of buildings and their scale
- Concerns related to regional access to transportation in proximity to proposed project;
- IS/MND comments to further analyze the following:
  - Residential displacement;
  - Total grading export amount;
  - Short term construction impacts such as traffic, noise and air quality from construction vehicles and equipment; and
  - Desire to link the Mitigation Monitoring Reporting Program to Conditions of Approval and the Development Agreement.

The questions about traffic were both addressed by engineers from both the Applicant and the City on the measures in place to ensure traffic safety. Pertaining to the IS/MND, the Applicant's CEQA consultant indicated that analysis provided within the IS/MND and their technical appendices discussed residential displacement and impacts during construction. Total export during grading would be addressed when City reviews and approves grading plans. Additionally, the Mitigation Monitoring program includes measures to address air quality impacts related to construction activities.

The Planning Commission carefully listened to and considered the public comments as well as their own comments, but also acknowledged that as proposed the Project meets development standards as found in the MPMC and adheres to State laws regarding affordable housing, which limit the City's ability to reject such projects.

Moreover, the Commission determined that the Project is appropriate for the Property based on its size and scale, in relation to the surrounding residential land uses. The design of the Project aims to soften its appearance on the street (west) elevation, with the townhomes reducing the scale of the development as it transitions from the townhomes to the condominium building at the rear.

The Planning Commission found that the Project met the requirements of applicable laws and adopted Resolution No. 06-24 recommending City Council approval of the Project, with an added condition to help minimize effects of traffic, noise and air quality during construction of the Project.

A recommended condition of approval has been added to read as follows:

The Permittee must submit a construction traffic and management plan for review and approval by the City Engineer before construction. Such plan must include, without limitation, truck hauling routes, traffic control plans, temporary traffic controls, hours of operation, dust mitigation and a notification plan to the area residents with a minimum four-week advanced notice of such activities.

2024-25 STRATEGIC PLAN GOAL:
The Project meets the 2024-25 Strategic Plan Goal to "Strengthen our local economy and enhance housing opportunities" by achieving the goals and programs set forth in the HE related to supporting policies that facilitate and incentivize development of affordable housing units and creating homeownership opportunities.

LEGAL NOTIFICATION:
The legal notice of this hearing was posted at City Hall, Monterey Park Bruggemeyer Library, and Langley Center and published in Monterey Park Press on September 5, 2024, with affidavits of posting on file. The legal notice of this hearing was mailed to 195 property owners within a 300 feet radius of the property. Additionally, 11 interested parties were also emailed the public notice.

FISCAL IMPACT:
There may be an increase to property tax base, sales tax revenue and business license tax revenue. Calculations of the exact amount would be speculative.

Respectfully submitted by:

Jessica Serrano, Director of
Community Development

Respectfully prepared by:

Beth Chow, AICP
Planning Manager

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Justin A. Tamayo
Deputy City Attorney

ATTACHMENTS:
1. Resolution, including Conditions of Approval and Initial Study/Mitigated Negative Declaration
2. Ordinance

3. Architectural Plans and Tentative Map No. 81441 (TM-23-05)
4. Comparison Table of MPMC Development Standards and Proposed Project
5. Planning Commission Agenda Report dated August 27, 2024 (excluding all attachments)
6. Planning Commission Resolution dated August 27, 2024 (excluding Attachment A (Ordinance) and Attachment B (City Council Resolution))

ATTACHMENT 1

Draft Resolution, including Conditions of Approval and Initial Study/Mitigated Negative Declaration

RESOLUTION NO.

A RESOLUTION OF THE MONTEREY PARK CITY COUNCIL APPROVING TENTATIVE MAP NO. 84188 (TM-23-05) TO ALLOW THE SUBDIVISION FOR 64 CONDOMINIUM UNITS AND ADOPTING MITIGATED NEGATIVE DECLARATION STATE CLEARING HOUSE NUMBER 2024051026 FOR REAL PROPERTY LOCATED AT 338-410 S. ALHAMBRA AVENUE (ASSESSOR'S PARCEL NUMBERS 5259-004-036, 5259-004-037, AND 5259-004-038)

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

SECTION 1: The City Council finds as follows:

A. The Commons of MPK, LLC ("Developer") submitted development applications including TM-23-05, DRB-23-105, and DA-23-03 to develop a 64-unit condominium development to enter into a development agreement with the City of Monterey Park at 338-410 South Alhambra Avenue (the "Project Site").

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

C. On August 27, 2024, the Planning Commission conducted a duly noticed public hearing to assess the proposed development in TM-23-05, DRB-23-105, and DA-23-03, considered all oral and written evidence, and adopted Resolution No. 06-24 recommending that the City Council adopt this Ordinance.

D. The City completed its review and scheduled a public hearing regarding the proposed Project, before the City Council on May 23, 2024. Notice of the public hearing on the proposed Project was duly given as required by law.

E. On June 18, 2024, the City Council opened the public hearing, closed the public hearing and remanded the Project to the Planning Commission for further study.

F. This Ordinance and its findings are made based upon the evidence presented to the City Council at its June 18, 2024, Special Meeting, the Planning Commission at its August 27, 2024, regular meeting, and the City Council at its September 18, 2024, regular meeting, including, without limitation, the staff report submitted by the City Planner.

SECTION 2: *Factual Findings and Conclusions*. The City Council finds that the following facts exist:

A. The proposed project includes: (1) demolition of 16 existing residential units (15 habitable units) at 338-410 Alhambra Boulevard, Monterey Park, CA 91755 (the "Project Site"); and (2) consolidating 3 existing lots into one lot which will be approximately 75,358.8 square feet (1.73 acres) and subdividing air rights for 64 condominium units, including 7 units affordable to very-low-income households, within 2 of new buildings (collectively "the Project").

B. The Project Site is zoned R-3 (High-Density Residential) and has a General Plan designation of High Density Residential.

C. The Project Site is accessible from S. Alhambra Avenue, a 70'- 0" wide right-of-way minor arterial street. A Project Transportation Study Screening Assessment was prepared for the Project which indicates that the Project will generate approximately 438 daily vehicle trips, including 26 vehicle trips during the AM peak hour and 33 vehicle trips during the PM peak hour.

D. The Project Site is bound in all directions by a mix of single family and multifamily uses.

E. The Project is compatible with the existing uses in the vicinity, which include multifamily uses at similar densities.

F. The Project will be designed with a contemporary architectural style, with simple building forms, clean lines, and a flat roof. The use of various building materials such as stucco wall finishes, concrete, wood siding, and dark trim windows will create visual interest with front architectural features, incorporating various building material on all four sides of the buildings.

G. The Project, containing market-rate and affordable residential units, will help meet the City's Regional Housing Needs Assessment ("RHNA") allocation of 5,267 residential units for the 8-year planning period between 2021-29.

SECTION 3: *Environmental Review Findings*. The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). The City Council finds as follows:

A. An Initial Study of Environmental Impacts ("IS") and Mitigated Negative Declaration ("MND") were prepared for the Project pursuant to CEQA Guidelines § 15063.

B. Pursuant to CEQA Guidelines § 15070 (b), a mitigated negative declaration is deemed appropriate if it is determined that though a project could result in a significant effect, mitigation measures are available to reduce these significant effects to less than significant levels. Pursuant to the MND, recommended mitigation measures are provided for Air Quality (Section 4.3), Biological Resources (Section 4.4), Cultural Resources (Section 4.5), Geology and Soils (Section 4.7), and Noise (Section 4.13).

C. The IS and MND were made available to the public for review and comment from Thursday, May 23, 2024, and Tuesday, June 12, 2024.

D. A duly noticed public hearing was held by the City Council on September 18 2024, at which time evidence was heard on MND and staff report. At the hearing, the City Council fully reviewed and carefully considered the MND, together with any comments received during the public review period, and determined that the MND was consistent with CEQA.

E. When considering the whole record for the IS and MND, there is no evidence that the Project will have the potential for an adverse effect on wildlife resources or the habitat on which the wildlife depends, because the Project is in a built -out urban environment and includes appropriate mitigation measures.

F. Accordingly, based upon the evidence presented to the City Council, the City need not prepare an environmental impact report for the proposed project. Consequently, the City Council adopts the draft MND.

SECTION 4: *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 5: *General Plan and Zoning*. The Project conforms to the City's General Plan, and Title 21 (Zoning) of the MPMC, including, without limitation, as follows:

A. Policy 6.4 – to support policies that facilitate and incentivize development of affordable housing units, such as development bonus programs.

B. Policy 8.5 – to require new development to provide engaging, well-landscaped outdoor spaces that invite and support outdoor activities.

C. Policy 8.6 – to minimize the street presence and visibility of parking facilities from public streets and neighboring properties.

D. Policy 9.1 – to create homeownership opportunities by encouraging development of smaller scale, for-sale units such as condominiums, townhomes, and duplexes.

E. MPMC section 21.08.010—to promote the overall improvement of all residential areas as well as provide regulations for the safe, efficient and creative design of the residential areas within the City. The zoning districts are intended to be consistent with the land use designations of the General Plan and serve as the primary tool of implementation of land use policy.

SECTION 6: *Tentative Map Findings*. Pursuant to MPMC section 20.04.080 and Government Code section 66474, the City Council finds that none of the mandatory findings for denial are present with this Project. Further pursuant to MPMC section 20.04.070, the City Council finds that the proposed subdivision is:

A. Consistent with the Monterey Park General Plan as stated in Section 5 of this Resolution.

B. Not located within any specific plan or planned development.

C. Consistent with the provisions of MPMC section 20.04.070(a)(3) because the proposed subdivision is consistent with the provisions in this code, including development standards in MPMC Chapter 21.08 for the R-3 zone and use of the MPMC Chapter 21.18, Affordable Housing Incentives – Density Bonus related to parking, open space, setbacks, and landscaping which will help create affordable housing opportunities.

D. In the interest of public health and safety in that, the project is not detrimental to, the surrounding land uses and improvements as it provides an appropriate visual appearance, and contributes to the City's housing stock in an existing high-density residential neighborhood, further the site will be fully served by all utilities.

E. A necessary prerequisite to the orderly development of the surrounding area by providing a well-designed project that is suitable for the location where it is proposed and the surrounding land uses including single and multi-family residential development in the vicinity of this site.

SECTION 7: *Design Review Findings*. Pursuant to MPMC section 21.36.060, the City Council finds as follows:

A. The architecture and mass of new buildings and structures and modifications of existing buildings and structures are compatible and in keeping with the character of the neighborhood and not detrimental to the general welfare of the neighborhood in which they are located.

The proposed project's architecture and mass of buildings and structures are compatible and in keeping with the character of the neighborhood and not detrimental to the general welfare of the neighborhood, in that the design of the buildings include recessed doorways, balconies, accent walls, and wall offsets

that help to break up the massing of the buildings. The transition between the row of townhomes and the larger condo building in the rear also provides for the gradual transition to a higher density development as allowed by the Zoning Code and Density Bonus.

B. The design and architecture reflects the values of the community; enhances the surrounding environment; and harmonizes with its surroundings.

The proposed project's architecture includes a contemporary style of architecture, combining clean lines, simple building forms such as a flat roof with a parapet, a mix of wall finishes including stucco finishes, concrete accent walls, wood siding, and windows with dark trims which reflects the values of the community, enhances the surrounding environment and harmonizes with its neighborhood surroundings.

C. The landscaping provides a visually pleasing setting for structures on the site.

The proposed project's landscaping will provide a visually pleasing setting for structures on the site as the preliminary landscape plans include a mix of plant materials that include various heights and types of landscaping.

D. The design, quality, and location of signs are consistent with the character and scale of the structures to which they are attached and are visually harmonious with surrounding development.

The proposed project does not include signs, which is consistent in character with the residential neighborhood. The lack of signs within the project and the neighborhood will maintain the visual harmony within the surrounding development.

SECTION 8: *Adoption and Approval*. Based on the foregoing, the City Council adopts the MND and approves TM, and DR, subject to conditions in the attached Exhibit "A" which are incorporated by reference. The MND is set forth in the attached Exhibit "B" which is incorporated by reference.

SECTION 9: *Construction*. This Resolution must be broadly construed in order 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 10: *Reliance on Record*. Each and every one of the determinations in this Resolution 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 this matter is based on the best information currently available. It is inevitable that in evaluating the matter that absolute and perfect knowledge of all possible aspects of the matter will not exist. One of the major limitations on analysis of the matter 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 in 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 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 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: *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 15: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 16: The City Clerk is directed to mail a copy of this Resolution to any other person requesting a copy.

SECTION 17: The Mayor, or presiding officer, is hereby authorized to affix its signature to this Resolution signifying its adoption by the City Council of the City of Monterey Park, and the City Clerk, or her duly appointed deputy, is directed to attest.

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

PASSED AND ADOPTED this 18th day of September 2024.

_____
Thomas Wong, Mayor

Attest:

_____
Maychelle Yee, City Clerk

Approved as to Form:
Karl H. Berger, City Attorney

By:_____
Justin A. Tamayo, Deputy City Attorney

Exhibit A

CONDITIONS OF APPROVAL

338 – 410 S. ALHAMBRA AVENUE
(the "Subject Property")

In addition to all applicable provisions of the Monterey Park Municipal Code ("MPMC"), The Commons of MPK, LLC (the "Permittee"), agrees to comply with the following conditions of approval ("Project Conditions") for Tentative Map No. 84188 ("TM-23-05"), and Design Review ("DRB-23-105").

Unless the contrary is stated or clearly appears from the context, the construction of words and phrases used in the Project Conditions use the definitions set forth in the MPMC.

STANDARD PROJECT CONDITIONS:

1. The Subject Property must be developed and/or used in the manner requested and must be in substantial conformity with the submitted plans date-stamped August 2, 2024, unless revisions and/or additional conditions are specifically required herein.

2. This approval runs with the land. All rights and obligations of this approval, including the responsibility to comply with the Project Conditions, are binding upon Permittee's successors in interest. The Project Conditions may be modified, terminated, or abandoned in accordance with applicable law including, without limitation, the MPMC.

3. Any proposed deviations from the Exhibits, Project Description or Project Conditions must be submitted to the City Planner, or designee. The City Planner may approve minor deviations and may refer any and/or all proposed deviations to the City Council for review, evaluation, and approval or denial. Any unapproved deviation from this Resolution is a violation of these Project Conditions.

4. When exhibits and/or Project Conditions conflict, the written Project Conditions prevail.

5. The approvals conferred by this Resolution will be suspended for the period that any Project Condition is appealed whether administratively or as part of a legal action filed in a court of competent jurisdiction. If any Project Condition is invalidated by a court of law, the Project must be reviewed by the City and substitute conditions may be imposed.

6. The Permittee must comply with all requirements of this Resolution, the MPMC, policies, and regulations of any State, Federal or local agency with jurisdiction over the Project, and any other applicable law.

7. The Permittee must sign these Project Conditions, as set forth below, to acknowledge acceptance, within 30 days from the date of approval by the City Council.

8. This decision is not effective until the Permittee acknowledges acceptance of all Project Conditions, and any appeal period has lapsed, or a waiver of right to appeal is filed or if there is an appeal, until a final decision has been made on the appeal. By use of the entitlements granted by a development application, the Permittee acknowledges agreement with the Project Conditions.

9. Anything which is not shown on the application/plans, or which is not specifically approved, or which is not in compliance with this section, is not approved. Any application and/or plans which are defective including, without limitation, omission, dimensions, scale, use, colors, materials, encroachments, easements, etc., will render entitlements granted by this approval null and void. Construction must cease until all requirements of this approval are complied with. Development entitlements may be withheld until violations of the MPMC are abated.

10. The Permittee must contact the City Planner, or designee, to arrange one or more site inspections as necessary to ensure that Permittee has complied with all Project Conditions before exercising any of the rights conferred by this Resolution.

11. The Permittee must reimburse the city for all attorneys' fees expended by the City that are related to the processing of this Project. All attorneys' fees must be paid before commencement of the rights conferred by this Resolution.

12. The Permittee's failure to comply with, or breach of, any condition can, in addition to any other civil or criminal action, result in modification or revocation of this approval. The City may, in accordance with applicable law, undertake actions and incur costs that may be required to effect compliance. All such costs including, without limitation, attorney's fees, must be reimbursed by the Permittee or current property owners in accordance with applicable law.

13. The Permittee must comply with all conditions of approval related to the Project before the City will issue a certificate of occupancy.

14. All conditions of approval must be superimposed on the construction drawings submitted for which a building permit is issued.

15. The Permittee agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of TM-23-05, and DRB-23-105 except for such loss or damage arising from the City's sole negligence or willful misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of TM-23-05, or DRB-23-105 the Permittee agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in

settlement or otherwise. For purposes of this section “the City” includes the City of Monterey Park’s elected officials, appointed officials, officers, and employees.

PLANNING:

16. Permittee must revise the architectural plans dated August 2, 2024, to reflect electric vehicle charging consistent with public benefits as detailed in the Development Agreement.

17. All mitigation measures contained within the final Mitigated Negative Declaration are incorporated by reference into these Project Conditions.

18. The Permittee must prepare and submit covenants, conditions and restrictions (“CC&R”), for review and approval by the City Attorney, ensuring the continued affordability of the seven dwelling units designated for very-low-income households for a minimum period of 55 years.

19. The Permittee must install signage throughout the Subject Property to prevent unpermitted parking of vehicles in drive aisles, fire lanes, and to prevent overnight parking of unauthorized vehicles.

20. The Permittee must incorporate enhancements to the central courtyard portion of the Project to include barbecue areas and shaded areas, to the satisfaction of the City Planner.

21. Landscaping/irrigation must be maintained in good condition at all times as determined by the City Planner, or designee.

22. All planting and irrigation systems must be installed and fully operational before the issuance of final certificates of occupancy. The Permittee must provide the City Planner, or designee, a self-certification for the installation of landscape by a State licensed Landscape Architect.

23. A final map must be approved and recorded before the City issues a certificate of occupancy for any portion of the Project.

24. All enclosed garage spaces must be used for off-street parking only. This condition must be included in the CC&Rs recorded for the Subject Property.

25. The Permittee must keep the Subject Property in a clean and safe condition by, at a minimum, performing all of the following tasks:

    a. Properly removing, storing, and disposing all trash, litter, rubbish and debris on the Subject Property.

    b. Removing graffiti on the Subject Property within forty-eight hours of its occurrence;

c. Keeping driveways, sidewalks, park strips, fire access roads and streets on or adjacent to the Subject Property clear and clean; and

d. Providing adequate lighting on the Subject Property.

FIRE:

26. Fire Flow Verification. Before Fire Department approval and/or map recordation, the Permittee must provide to the Fire Department verification from the water purveyor that the water purveyor can provide the required fire flow. Such verification must be no older than six months.

27. In the event of any loss of power, all access gates across roadways or entrances to facilities must fail in the unlocked/open position, as applicable.

28. Fire protection plans (fire sprinklers, fire alarm, fire suppression systems, smoke alarm systems, standpipe systems, and fire hydrants) and emergency responder radio coverage, must be approved before the issuance of any building permits.

29. The Permittee is responsible for the development, implementation and maintenance of an approved, written safety plan establishing a fire prevention program at the Subject Property applicable throughout all phases of the construction work.

ENGINEERING:

30. The Permittee must record the Final Map after the City approves the final map in accordance with the MPMC and accepts any applicable bonds or agreements. A refundable $187 cash deposit is to be submitted to guarantee that developer will provide the City with one (1) transparent 4 mil thick mylar tracing, one (1) electronic file of approved final map tracings transferable to City's AutoCAD and GIS systems and two (2) blueprints of the recorded map which must be filed with the City Engineer's Office within three (3) months of recordation. If recorded copy is not submitted by the end of the three month time period, developer will forfeit the $187 cash deposit.

31. The Permittee must provide written documentation evidencing that there are no liens against the subdivision for unpaid taxes or special assessments and submit Los Angeles county tax bill, tax payment receipt, and copy of cancelled check before filing a Final Map with the City for approval.

32. Permittee agrees to pay City any development impact fees ("DIFs") that may be applicable to the Project. Permittee takes notice pursuant to Government Code 66020(d) that City is imposing the DIFs upon the Project in accordance with the

Mitigation Fee Act (Government Code 66000, *et seq*.). Permittee is informed that it may protest DIFs in accordance with Government Code 66202.

33. For any future subdivision and or development, pursuant to the Los Angeles County Municipal "National Pollutant Discharge Elimination System ("NPDES") Permit," under which the City of Monterey Park is a permittee, that involves the disturbance of soils by grading, clearing and/or excavation, the Permittee is required to obtain a "General Construction Activity Storm Water" Permit, and the City of Monterey Park will condition a grading permit on evidence of compliance with this permit and its requirements. Compliance information is available in the office of the City Engineer. Additionally, the project will require the preparation of a Low Impact Development ("LID") Plan. The LID plan must be reviewed and approved by City before issuance of permits. Upon approval of the NPDES documents by the City, the Permittee must submit an electronic copy of the approved NPDES file, including site drawings, before the City issues a Building or Grading Permit.

34. All improvement plans, including grading and public improvement plans must be based upon City approved criteria. Benchmark references to be obtained from the Engineering Division.

35. For any future subdivision and or development, a Water Plan must be submitted for review and approval by the City Engineer. This plan must substantiate adequate water service for domestic flow, fire flow and identify backflow prevention. A water system analysis must be provided by the Permittee to demonstrate that the new development does not negatively impact the existing system. If the existing system does not have adequate pressure and fire flow to serve the development, the Permittee is responsible for upgrading the water main as necessary in the public right-of-way.

36. The Permittee must provide survey monuments denoting the new property boundaries and lot lines to the satisfaction of the City Engineer. All maps must be prepared from a field survey. Compiled maps are not permitted. Whenever possible, lot lines must be located to coincide with the top of all man-made slopes. Any deviation from this requirement must be approved by the City Engineer.

37. For any future subdivision and or development, a site drainage plan must be prepared for review and approval by the City Engineer. The property drainage must be designed so that the property drains to the public street or in a manner otherwise acceptable to the City Engineer. Drainage from contiguous properties must not be blocked and must be accommodated to the satisfaction of the City Engineer. A hydrology and hydraulic study of the Subject Property will be required for submittal to the City Engineer for review and for approval.

38. The domestic water demand should be provided to the City in the form of (Average Hourly Demand) and (Peak Hourly Demand). If it is determined that the surrounding infrastructure is inadequate to meet the additional demand of the Project, the Permittee must provide recommendations to improve the system to a level needed to meet the additional demand. This should include hydraulic modeling and calculations supporting the recommendation. The proposed system improvements will be reviewed and validated by the City's Water Division and the City Engineer.

39. Water Division requirements are to be determined upon completion and submittal of a water meter sizing sheet by the Permittee. This may include upsizing of water meter and water services. All upgrade costs are the responsibility of the Permittee and must be completed before approval of the grading and drainage plans.

40. All drainage facilities serving the development must accommodate a 50-year storm. If existing storm drain facilities are inadequate, they must be enlarged as necessary. All storm drain facilities must be designed and constructed to Los Angeles County Department of Public Works standards and specifications, and to the satisfaction of the City Engineer before approval of the Grading and Drainage Plans.

41. For any future subdivision and or development, the Permittee must prepare a Street Improvement Plan which may include the full width resurfacing/reconstruction of Alhambra Avenue along the development, and the rehabilitation of sidewalk, driveway approaches, and curb and gutter along the entire the Subject Property frontage. The Permittee is responsible for the construction installation costs of said improvements and any incidental work thereof and plans must be approved by the City Engineer.

42. Any damage to existing street improvements and utilities during construction must be repaired before the City issues any certificates of occupancy. Pre-existing damaged, deteriorated, substandard or off grade curb, gutter, driveways and sidewalk must be repaired or replaced to the satisfaction of the City Engineer.

43. The Grading and Drainage Plan must be submitted. The plans must include the removal and reconstruction of sidewalk, driveway approach, and curb and gutter along the entire Subject Property frontage on Alhambra Avenue.

44. All public improvements must comply with the latest standards and specifications of and/or used by the City. All public improvements must be completed and accepted by the City, or unless a public improvement guarantee and agreement is posted, before approval of the final map by the City Council.

45. For any future subdivision and or development, all electric, telephone and cable TV utility services must be installed underground according to City and public utility standards. Satisfactory provisions for all other utilities and service connections, including water, sewer, and gas, must be completed to City and public utility standards. A utility plan must be prepared and submitted before approval of the grading and drainage Plans. The utilities may be shown on a separate plan or on the proposed site plan.

46. The tentative map must be in accordance with the specific criteria noted by the City Engineer. Verify and submit the correct drainage pattern of adjacent properties.

47. Parkways must be irrigated and landscaped pursuant to plans submitted for review and approval by the City Engineer, before approval of the Grading and Drainage Plans. The need for preserving existing street trees and/or planting additional street trees will be reviewed and approved by the City Recreation and Parks Department.

48. Plans must be revised to install 20 feet of a red curb to the south of the northern most driveway and 20 feet of red curb to the north of the southern-most driveway, which will allow cars to see around parked vehicles and to safely exit the Subject Property driveways, to the satisfaction of the City Engineer.

PLANNING COMMISSION ADDED CONDITION

49. To better minimize and mitigate traffic, air quality, and noise impacts from project construction activities, the developer shall submit a construction traffic and management plan that shall be approved by the City Engineer before the start of construction. Plan shall include, without limitation elements including truck hauling routes, traffic control plans, temporary traffic controls, hours of operation, and a notification plan to the area residents of a minimum of 4 weeks in advance of such activities.

By signing this document, Alex Lai representing The Commons of MPK, LLC ("Permittee") certifies having read, understood, and agrees to the Project Conditions listed in this document.

_____

Alex Lai representing The Commons of MPK, LLC
(Permittee)

By signing this document, Commons of MPK, LLC ("Project Site Owner"), certifies that it has read, understood, and agree to the Project Conditions listed in this document.

Alex Lai representing The Commons of MPK, LLC
(Project Site Owner)

{If Corporation or similar entity, need two officer signatures or evidence that one signature binds the company}

Exhibit B

338-410 South Alhambra Avenue 64-UnitCondominium Project - Initial Study/Mitigated Negative Declaration with Appendices:

https://www.montereypark.ca.gov/DocumentCenter/View/16653/Attachment-1_CC-Resolution_Exhibit-B---Full-IS-MND-wAppendicies_202409121719340430-1

ATTACHMENT 2
Draft Ordinance

ORDINANCE NO.

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (DA-23-03) BY AND BETWEEN THE CITY OF MONTEREY PARK AND THE COMMONS OF MPK, LLC, FOR THE DEVELOPMENT OF 64-UNIT CONDOMINIUM PROJECT ON REAL PROPERTY LOCATED AT 338-410 S. ALHAMBRA AVENUE (ASSESSOR'S PARCEL NUMBERS 5259-004-036, 5259-004-037, AND 5259-004-038)

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

SECTION 1: The City Council finds and declares that:

A. The Commons of MPK, LLC ("Developer") submitted development applications including TM-23-05, DRB-23-105, and DA-23-03 to develop a 64-unit condominium development to enter into a development agreement with the City of Monterey Park (the "Development Agreement"), which is attached to this Ordinance as Exhibit "A," and incorporate by reference.

B. The Development Agreement allows the Developer to construct a 64-unit condominium project that includes seven affordable units within the development of 3-story townhomes, and 57 condominium units in a 3-story building with subterranean level or parking (the "Project") at the real property located at 338-410 Alhambra Avenue (the "Project Site").

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

D. On June 18, 2024, at its special meeting, the City Council opened and closed the public hearing, and remanded the Project to the Planning Commission for further study.

E. On August 27, 2024, the Planning Commission conducted a duly noticed public hearing to assess the proposed development in TM-23-05, DRB-23-105, and DA-23-03, considered all oral and written evidence, and adopted Resolution 06-24 recommending that the City Council adopt this Ordinance.

F. The City completed its review and scheduled a public hearing regarding the proposed Project, before the City Council on September 18, 2024. Notice of the public hearing on the proposed Project was duly given as required by law;

G. This Ordinance and its findings are made based upon the evidence presented to the City Council at its June 18, 2024, Special Meeting, the

Planning Commission at its August 27, 2024 regular meeting, and the City Council at its September 18, 2024, meeting, including, without limitation, the staff report submitted by the City Planner.

SECTION 2: *Factual Findings and Conclusions.* The City Council finds as follows:

A. On June 17, 2020, the City Council approved the Land Use and Urban Design Element to the Monterey Park General Plan (the "2020 LUE"). Thereafter, the 2020 LUE was placed onto the November 3, 2020 ballot as Measure JJ. Following voter approval on November 3, 2020, the 2020 LUE (via Ordinance No. 2198) became effective on December 2, 2020.

B. The City amended and adopted the 2021-2029 Housing Element on November 11, 2022, which was subsequently certified by the California Department of Housing and Community Development on March 30, 2023.

C. The Developer has legal and equitable interest in the Property.

D. On July 5, 2023, the Applicant filed development agreement, and tentative map applications for the Project. The Project was deemed complete on June 14, 2024;

E. The City prepared an initial study ("IS"), mitigated negative declaration ("MND"), and notice of intent to adopt Which the City considered concurrently with this Ordinance.

F. For the reasons set forth below and in the Development, Agreement attached as Exhibit "A" and incorporated by reference, the City Council finds that the City would glean public benefits from the Project.

G. It is in the public interest to approve the Project.

SECTION 3: *Project Findings*. Pursuant to Government Code §§ 65867.5, 65915, the City Council finds as follows :

A. For the reasons set forth in the MND, and City Council Resolution No. _____, which are incorporated by reference into these findings, the Development Agreement is consistent with the Monterey Park General Plan. The Development Agreement furthers the goals of the General Plan and is in the interest of the general community welfare in that the Development Agreement will, among other things, facilitate the development of the Project Site which is currently underutilized, and consistent with the General Plan policies, including, without limitation:

1. Policy 6.4 – to support policies that facilitate and incentivize development of affordable housing units, such as development bonus programs;

2. Policy 8.5 – to require new development to provide engaging, well-landscaped outdoor spaces that invite and support outdoor activities;

3. Policy 8.6 – to minimize the street presence and visibility of parking facilities from public streets and neighboring properties; and

4. Policy 9.1 – to create homeownership opportunities by encouraging development of smaller scale, for-sale units such as condominiums, townhomes, and duplexes.

B. The Project is not located within a specific plan or planned development area, and therefore must be consistent with the requirements found within the underlying High-Residential Density (R-3) zone.

1. As proposed, with the use of Density Bonus regulations, incentives, and concessions the Project satisfies all development standards of the R-3 zone.

C. The Project is necessary for the orderly development of the surrounding area. As proposed, the location and characteristics of the residential project are consistent and compatible with the surrounding residential uses that also include other multi-family residential developments.

D. The Development Agreement includes a subdivision that complies with the provisions of Government Code § 66473.7, and MPMC § 20.04.

E. The Density Bonus is consistent with California law and MPMC Chapter 21.18, in which the City offers incentives for developers to build affordable units. Density Bonuses allow for greater density than permitted in the underlying zone, as well as, concessions or incentives, which vary from the requirements of the MPMC in order to achieve the affordable units, which will allow for the proposed site development of a multi-family affordable housing development consisting of 64 units on a 1.73 acre site, where the allowable density is increased from 51.9 units (30 units/acre) to 64 units (37.5 units/acre).

1. The incentives requested as part of the density bonus are consistent with MPMC § 21.18.050 to: 1) allow an increase building height by 1 story, resulting in an additional 6’ in height; 2) allowing a decrease in the rear yard setback by 20%; and 3) allowing open space to be reduced by 20%.

2. Seven units of housing will be created for the very low-income category of affordability.

3. The Density Bonus will help achieve General Plan 2020 LUE policies stated in Subsection A of this Section.

4. The proposed development, containing market-rate and affordable residential units, will help meet the City's Regional Housing Needs Assessment ("RHNA") allocation of 5,267 residential units for the 8-year planning period between 2021-29.

5. The Density Bonus Agreement will help achieve General Plan goals as set forth Housing Element in providing housing that meets the needs of all economic segments of the community and implements the General Plan policies, including, without limitation:

    a. Policy 4.1 – to encourage the use of density bonuses and provide other regulatory concessions to facilitate affordable housing; and

    b. Policy 4.2 – to support favorable home purchasing options for lower-and moderate-income households

F. The Density Bonus Agreement is in the public interest and reflects the current and contemplated land uses of the R3 zone, as well as consistency between the General Plan Land Use Map and Zoning Map.

G. The Development Agreement provides certainty in the planning and construction as well as orderly development, while providing assurance to the Applicant that it may construct the Project.

SECTION 4: *Environmental Review.* The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). The City Council finds as follows:

A. An Initial Study ("IS") was prepared for the Project in accordance with CEQA Guidelines § 15063 which showed that, if mitigated, the Project would not cause any significant environmental impacts.

B. The IS and a mitigated negative declaration ("MND") analyzing the environmental impacts of the proposed development were prepared, circulated, and made available for public review between Thursday, May 23, 2024, and Tuesday, June 12, 2024.

C. Based on the findings of the IS, and with proposed mitigation measures for air quality, biological resources, cultural resources, paleontological resources, and noise, the proposed development would not result in significant environmental impacts.

D. The IS and MND are considered concurrently with this Ordinance under City Council Resolution No. _____, which is incorporated by reference into these findings.

SECTION 5: *Notice of Determination*. The City Planner, 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: *General Plan and Zoning.* The Project conforms to the Monterey Park General Plan, as set forth in Section 3. In addition, the Project conforms to the MPMC in that the zoning classification for the Project Site is R3 which allows for multifamily development.

SECTION 7: *Public Benefits*. The Development Agreement provides for public benefits including, without limitation:

A. Development of affordable units for the very low-income affordability category;

B. Providing homeownership opportunities to qualified very low-income households, including a local preference for City residents to own or occupy the affordable units;

C. Providing for the stimulation of the local economy through programs contained within the Development Agreement, without limitation:

1. Local Hire Program to hire workers or companies that have offices within the City;

2. Buy local program for materials and supplies for the construction of the project; and

3. Local resident preference for the eventual rental or sales of affordable units

D. Provide for additional opportunities to create sustainable development by including additional electrical vehicle charging infrastructure above what is required in the California Building Standards Code.

SECTION 8: *Incorporation of Development Agreement; Changes; Execution.* In accordance with Government Code §§ 65864, et seq., this Ordinance approves the Development Agreement in substantially the form attached as Exhibit “A”, and incorporated by reference.

A. The Development Agreement may be changed before execution as authorized by the City Council during the public hearings for the Project.

B. The 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 Development Agreement.

C. The City Council authorizes the City Manager to execute the 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 Agreement, in a form approved by the City Attorney.

SECTION 9: *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 facilities the purposes set forth in this Ordinance.

SECTION 10: *Reliance On Record*. Each and every one of the findings and determination in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 11: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 12: *Enforceability.* This Ordinance does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date.

SECTION 13: *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 14: *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 15: *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 16: *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 fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or po posted in accordance with California law.

SECTION 17: *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 18: *Effective Date*. This Ordinance will become effective 30 days after second reading and adoption.

ORDINANCE NO. ___ HAD ITS FIRST READING ON SEPTEMBER 18, 2024, 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 _____.

PASSED AND ADOPTED this ____ day of _____, 2024.

_____
Thomas Wong, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

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

By:_____
Justin A. Tamayo, Deputy City Attorney

Exhibit A: Development Agreement 23-03

RECORDING REQUESTED BY:
CITY OF MONTEREY PARK

AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF MONTEREY PARK

SPACE ABOVE THIS LINE FOR RECORDERS USE

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONTEREY PARK AND THE COMMONS OF MPK, LLC RELATIVE THE DEVELOPMENT KNOWN AS THE COMMONS OF MPK, LLC

This Development Agreement (the "Agreement") is made this ___ day of _____, 2024, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation (the "City") and The Commons of MPK, LLC, a California limited liability company (Entity no. 201510510030) ("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 1.73 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. Developer filed the following applications with City (the "Project Applications"):

i. Tentative Map (TM) 23-05;
ii. Density Bonus request; and
iii. Development Agreement (DA)-23-03, an application for approval of this Agreement.

D. 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.

E. Developer intends to develop the Property as a residential community consisting of

65 units condominium (the "Project").

F. The City's General Plan, as amended, (the "General Plan") designates the area in which the Property is located as R-3 zone. The General Plan provides for the Property to be developed for a maximum of 43 unit per acre.

G. Developer seeks to develop the Property in accordance with the land use policies and goals set forth in the City's General Plan and with the terms and conditions of this Development Agreement ("Agreement").

H. 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.

I. On June 18, 2024, the City Council held a special city council meeting where it opened and closed the public hearing, and remanded the Project to the Planning Commission for further study.

J. On September 18, 2024, the City Council held a public meeting and took the following actions after making appropriate findings:

i. Adopted Resolution No. ____ approving a tentative map, design review, and adopting the Mitigated Negative Declaration for the Project;

ii. Introduced and waived first reading of Ordinance No. ____, approving the Development Agreement. Second reading and adoption occurred on _____, 2024. 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 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.

"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 this Agreement and which do not materially alter the overall nature, scope, or design of the Project.

"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 Applicable Law and Conditions of Approval.

"Permitted Uses" means those uses that are specifically permitted by Applicable Law.

"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 Applicable Law and this Agreement.

"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.

"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 by Applicable Law; (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, Conditions of Approval, and this Agreement.

C. Public Benefits. As part of this plan, the Developer is required to implement the following public benefit initiatives:

Affordable Housing Initiative: The Developer will include a total of seven units within the Property designated as very low-income. These units must be dispersed throughout the Property.

Local Hiring Program. Developer agrees to prepare and implement a local hiring program to encourage and promote the employment of qualified residents of the City of Monterey Park in its development of the Project (the "Local Hiring Program"). Developer agrees that the Local Hiring Program will be prepared within 90 days of the Effective Date and will include a mix of the following measures, and such other measures as Developer from time to time deems

appropriate: (i) public circulation within the City of employment opportunities; (ii) job fairs targeting City residents, (iii) mandatory inclusion on all Project bidding lists of any qualified City contractors or subcontractors that have registered with Developer, and (iv) compliance with Developer's corporate bidding policies. Every 6 months following the Effective Date until the completion of construction, Developer must submit to the City Manager, or designee, a written report documenting Developer's implementation of the Local Hiring Program, which report must describe in reasonable detail Developer's efforts during the relevant reporting period to hire qualified City residents pursuant to the Local Hiring Program.

Local Purchasing Prioritization. Developer will prioritize purchasing supplies, materials, and equipment for the construction of the Project from local vendors who are cost-competitive (within 5 percent) with non-local vendors and who currently have a business within the City and the point of sale, for the business's sales tax reporting purposes occurs within the City limits. Developer will keep accurate log(s) of all local purchase supplies, materials, and equipment and promptly furnish such logs to the City upon request.

Existing Tenants and Local Resident Priority Preference. To the extent permitted by the law, Developer will give priority in the following manner for the leasing or ownership of the Project's affordable units, 1) income qualified, existing tenants of the Property and 2) current residents of the City. Existing tenants are defined as those persons that either possess an active lease agreement, or currently reside at the Property. "Current residents" means persons having primary residency in Monterey Park, which can be further determined by the Developer by home visits and requests for written verification from landlords. Developer will maintain a list of Applicants who have filed a complete application with the Developer to rent or purchase an affordable unit in the Project and who have incomes which would qualify them as an eligible tenant or buyer. Should multiple tenants be equally eligible and qualified to rent or own a unit, Developer on best efforts will rent or sell such units on a first-come, first-serve basis.

Electric Vehicle Charging. In addition to meeting the requirements of the California building standards codes, as adopted by the MPMC, Developer will provide an additional 10% electric vehicle ("EV") charging stations, and 35% of the total number of parking spaces will be equipped with Low Power Level 2 EV Ready.

D. Future Approvals. City agrees that land uses set forth in the 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 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. Homeowners Association. Pursuant to City Council Resolution No. 12199:

1) To ensure all common areas (e.g., driveway, hardscape, landscape) are properly maintained, a Homeowners' Association (HOA) and Covenants, Conditions and Restrictions (CC&R's) are required for the proposed Project. The Developer must hire a management company for the HOA. During sales of the units, the sales managers must sit on the HOA board. The Developer's representatives can remove themselves from the HOA board only when 1) a new HOA board is selected from the new home owners; 2) the new home owners are trained on how to run the HOA; and 3) the units are fully occupied. The documents related to the HOA and CC&R's must be reviewed and approved by the City Attorney before the City approves a final map. In addition, the Developer must pay for all attorneys' fees associated with the review of the documents.

2) The final approved floor plan for the residential units must be incorporated into CC&R's.

3) The Homeowners Association must maintain a current and active business license with the City for the life of the project. Association dues may not be collected unless the Association has a current and active business license with the City.

4) Draft covenants, conditions and restrictions ("CC&Rs"), in a form approved by the City Attorney, must obtain approval from the City Planner, or designee, and include the following clauses:

a) *Payment of Municipal Charges*. The amount of the assessments levied by the Association must include sums sufficient to cover the cost of all municipal charges imposed against the Property including, without limitation, sums sufficient to ensure the payment of invoices from the City of Monterey Park ("City") for water, wastewater, and solid waste charges. In addition, the Association and the Owners, and the management agent, if any, must continuously guarantee payment to the City of all such municipal charges.

b) *Access and Entry*. The Association and each Owner covenants, in favor of the City, to provide access and entry to all common areas of the Property, and all buildings, structures and units situated thereon, to any authorized Fire Inspector, Building Official and any

other official charged with carrying out the laws of the City, the State of California, or the United States of America.

c) *Signs*. Except as otherwise allowed by applicable law, the Association and each Owner covenant, in favor of the City, that no sign of any kind of advertising any service, business or other commercial project or venture can be displayed on the Property.

d) *Parking*.

i. The Association and each Owner covenants, in favor of the City, that all automobiles used by an Owner or an Owner's invitees must be identified to a representative of the Association and subject to tow if parked in an area not designated for parking automobiles or in a guest parking space.

ii. All driveways and garages must be maintained in a neat and orderly condition and garage doors must be maintained in closed condition except as necessary to permit ingress and egress of authorized vehicles or to clean or work in the garage. The garages are to be used for the parking of standard authorized vehicles and may not be converted to living quarters or workshops or used for the storage of boats, trailers, campers or recreation vehicles in a way which will preclude the parking of the Owner's or occupant's authorized vehicles within the garage.

iii. Designated guest parking areas within the Common Areas are to remain open for use by guests only and are not to be used by Owners or other residents, either permanently or temporarily, for the parking of their authorized vehicles or the storage of boats, trailers or similar items of personal property, unless expressly authorized by the Association.

iv. No motor vehicle can be constructed, reconstructed or repaired within the Property and no dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine, can be stored on the Property; provided, however, that the provisions of this Section does not apply to emergency vehicle repairs.

v. Campers, boats, trailers, motorcycles, commercial vehicles and trucks in excess of three-quarter tons cannot be parked within the Property, other than within enclosed garages

except for periods not to exceed two hours for the purpose of loading and unloading.

vi. Personal property other than authorized vehicles cannot be stored in garages if such storage will necessitate or result in the parking of vehicles on streets within or adjacent to the Property. Parking by commercial vehicles for the purpose of making deliveries or service calls must be permitted in accordance with the Association Rules.

vii. Each Owner must maintain their garage or parking spaces in a manner which ensures that it is capable of accommodating not less than the number of vehicles the space was designed to contain.

e) *Graffiti*. The Association and each Owner covenants and agrees to maintain, or to cause to be maintained, all buildings and structures within the Property free of graffiti. In an event that the Association or an Owner fails to remove or to cause the removal of any graffiti within 24 hours of its receipt of written notice from the City requesting such removal, the City has the right and authority to enter upon the Property and remove or mask said graffiti. Any and all costs incurred by the City in connection with the removal or masking of such graffiti must be reimbursed to the City by the Association and/or the Owner, if any, of affected building or structure.

f) *Maintenance of Property*. The maintenance of all common wastewater and storm drainage facilities, and all landscaping, irrigation systems, slopes, drainage facilities and retaining walls, if any, located within the Common Area are Association's responsibility, and the maintenance of all irrigation systems, slopes, drainage, facilities and retaining walls, if any, situated within an Exclusive Use Common Area are the responsibility of the Association in the event the applicable Owner fails to provide such maintenance.

g) *Filing of Information.*

i. Filing (Unincorporated Associations Only). The Association must cause the names and addresses of the officers and members of the Association to be filed annually with the City Clerk of the City of Monterey Park during the month of July.

ii. Filing (Incorporated Associations Only). The Association must cause the names and address of the officers and members of the Board of Directors of the Association to be

filed annually with the City Clerk of the City of Monterey Park during the month of July.

h) *Amendment of CC&Rs*. Notwithstanding any other provision of this Declaration the contrary, the statements and covenants set forth herein in favor of the City of Monterey Park cannot be modified and rescinded without the prior written consent of the City of Monterey Park.

i) *Third-Party Beneficiary; Enforcement Rights*. City Enforcement of Declaration. Notwithstanding any other provision of this Declaration to the contrary, the city of Monterey Park has the power and the right, but not the obligation, to enforce any or all provisions of this Declaration as a third party beneficiary to the extent this Declaration contains provisions implementing the Monterey Park Municipal Code ("MPMC") or any condition of approval adopted by City Council resolution or ordinance. Failure by the City to enforce any restriction, covenant, condition, limitation or reservation imposed by the provisions of this Declaration does not constitute a waiver of the City's right to do so. The Association agrees to pay all costs associated with such enforcement including, without limitation, reasonable attorney's fees. The City may exercise its rights of enforcement without regard to any alternative dispute resolution provision in the CC&Rs or any other restriction on enforcement otherwise applicable to owners, tenants, other residents, or the Association including, without limitation, provisions with regard to notice.

F. 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 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 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, and Applicable Law, such conflict will be resolved in the following order of priority: (i) first, the Applicable Law; and (ii) 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 this Agreement.

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 this Agreement. 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 this Agreement, 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 Applicable Law. However, any subsequent Discretionary Approval initiated by Developer that is not permitted by 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 this Agreement 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 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 will 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 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 Applicable Law, 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, 2024 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. Developer expressly waives all rights under Section 1542 of the California Civil Code which provides as follows:

> *GENERAL RELEASE – CLAIMS EXTINGUISHED: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

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 Applicable Law. 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 Applicable Law 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 must 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:	With a copy to:
The Commons of MPK LLC 812 S Atlantic Blvd Suite A, Monterey Park, CA 91754 Attn: Alex Lai	JMBM 1900 Avenue of the Stars, 7th Floor Los Angeles, CA 90067 Attn: Daniel Freedman

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 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, Applicable Law, 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. [Reserved]

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.

63. RESERVATION OF RIGHTS. Nothing contained in this Agreement limits, waives, or conflicts with Developer's rights and remedies provided by applicable State housing and development laws, including but not limited to the Permit Streamlining Act, Subdivision Map Act, Housing Crisis Act, and the Housing Accountability Act (collectively, "State Housing Laws"). Developer voluntarily, knowingly, and intelligently consents to this Agreement under protest.

CITY

CITY OF MONTEREY PARK,
A municipal corporation

Inez Alvarez, City Manager

Dated:

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

DEVELOPER

THE COMMONS OF MPK, LLC
a California limited liability company

By:_____

Title:
_____

Dated:

APPROVED AS TO FORM:

By:
_____

<Developer Legal Counsel>

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:

Parcel 1:

Lot 8 in Block “O” Tract No. 786, in the City of Monterey Park, County of Los Angeles, State of California, as per Map recorded in Book 16 Pages 58 and 59 of Maps, in the Office of the County Recorder of said County.

Parcel 2:

The South 63.5 feet of Lot 7 Block “O” of Tract 786 in the City of Monterey Park, County of Los Angeles, State of California, as per Map recorded in Book 16, Pages 58 and 59 of Maps in the Office of the County Recorder of said County.

Parcel 3:

The North half of Lot 9, in Block “O”, of Tract 786, in the City of Monterey Park, County of Los Angeles, State of California, as per Map recorded in Book 16, Pages 58 and 59 of Maps, in the Office of the County Recorder of said County

APNs: 5259-004-037, 5259-004-036, 5259-004-038

ATTACHMENT 3

Architectural Plans and Tentative Map No. 81441 (TM-23-05)

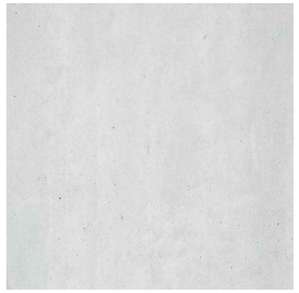


CONCEPTUAL DESIGN

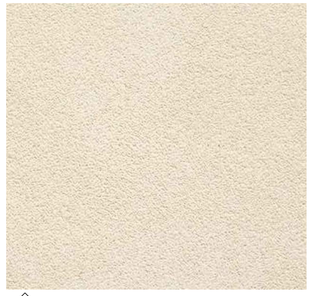
MULTI-FAMILY CONDOMINIUM

TAG DESIGN WORKS

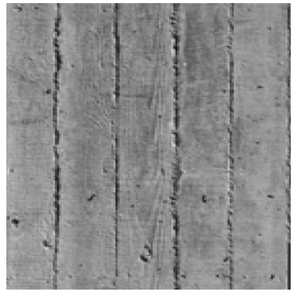
SITE PLAN | A1.0



1 SMOOTH FINISH STUCCO



2 LIGHT SAND FINISH STUCCO



3 ARCHITECTURAL FINISHED CONCRETE



4 COMPOSITE WOOD SIDING



5 WOOD TRELLIS

KEYNOTE LEGEND		
1	SMOOTH FINISH STUCCO	
2	LIGHT SAND FINISH STUCCO	
3	ARCHITECTURAL FINISHED CONCRETE	
4	COMPOSITE WOOD SIDING	
5	WOOD TRELLIS	
6	VINYL WINDOW	
7	ALUMINUM FRAME GLASS DOOR	
8	METAL GUARDRAIL	
9	VINYL SLIDING DOOR	
10	BALCONY WITH DEX-O-TEX WATERPROOFING FLOORING	
11		
12		
13		

Maximum Building Height, as defined in the Irvine Zoning Ordinance sec. 3-9-1, states: Architectural features, antennae, Wireless Communication Facilities and flagpoles shall be permitted to exceed the maximum building height by ten feet, or by up to 15 feet for Class 4 antennae.



0' 10' 20' 40' 50'

SCALE: 3/32" = 1'-0"

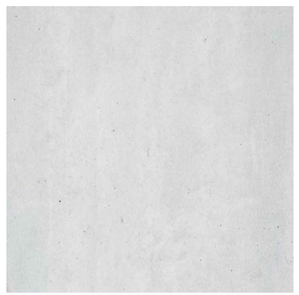
CONCEPTUAL DESIGN

MULTI-FAMILY CONDOMINIUM

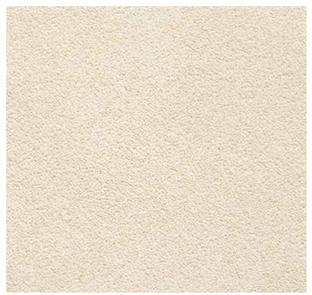
TAG DESIGN WORKS

BUILDING ELEVATION: WEST (STREET)

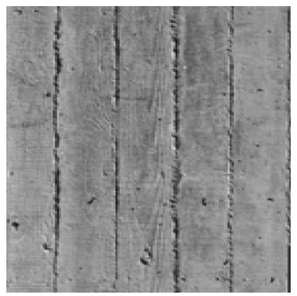
A2.1



1 SMOOTH FINISH STUCCO



2 LIGHT SAND FINISH STUCCO



3 ARCHITECTURAL FINISHED CONCRETE



4 COMPOSITE WOOD SIDING



5 WOOD TRELLIS

KEYNOTE LEGEND		
1	SMOOTH FINISH STUCCO	
2	LIGHT SAND FINISH STUCCO	
3	ARCHITECTURAL FINISHED CONCRETE	
4	COMPOSITE WOOD SIDING	
5	WOOD TRELLIS	
6	VINYL WINDOW	
7	ALUMINUM FRAME GLASS DOOR	
8	METAL GUARDRAIL	
9	VINYL SLIDING DOOR	
10	BALCONY WITH DEX-O-TEX WATERPROOFING FLOORING	
11		
12		
13		

Maximum Building Height, as defined in the Irvine Zoning Ordinance sec. 3-9-1, states: Architectural features, antennae, Wireless Communication Facilities and flagpoles shall be permitted to exceed the maximum building height by ten feet, or by up to 15 feet for Class 4 antennae.



0' 10' 20' 40' 50'

SCALE: 3/32" = 1'-0"

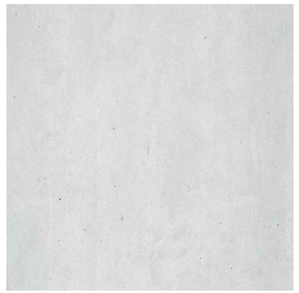
CONCEPTUAL DESIGN

MULTI-FAMILY CONDOMINIUM

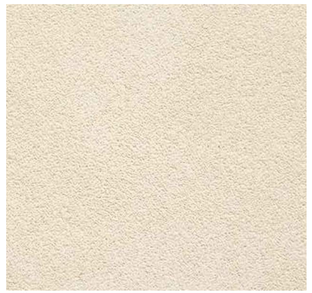
TAG DESIGN WORKS

BUILDING ELEVATION: SOUTH

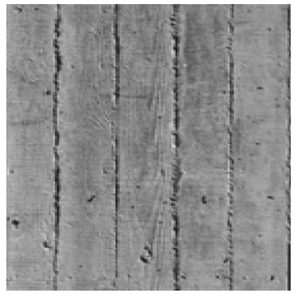
A2.2



1 SMOOTH FINISH STUCCO



2 LIGHT SAND FINISH STUCCO



3 ARCHITECTURAL FINISHED CONCRETE



4 COMPOSITE WOOD SIDING



5 WOOD TRELLIS

KEYNOTE LEGEND		
1	SMOOTH FINISH STUCCO	
2	LIGHT SAND FINISH STUCCO	
3	ARCHITECTURAL FINISHED CONCRETE	
4	COMPOSITE WOOD SIDING	
5	WOOD TRELLIS	
6	VINYL WINDOW	
7	ALUMINUM FRAME GLASS DOOR	
8	METAL GUARDRAIL	
9	VINYL SLIDING DOOR	
10	BALCONY WITH DEX-O-TEX WATERPROOFING FLOORING	
11		
12		
13		

Maximum Building Height, as defined in the Irvine Zoning Ordinance sec. 3-9-1, states: Architectural features, antennae, Wireless Communication Facilities and flagpoles shall be permitted to exceed the maximum building height by ten feet, or by up to 15 feet for Class 4 antennae.



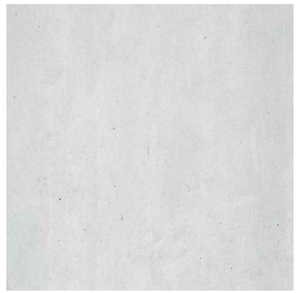
0' 10' 20' 40' 50'
SCALE: 3/32" = 1'-0"

CONCEPTUAL DESIGN
MULTI-FAMILY CONDOMINIUM

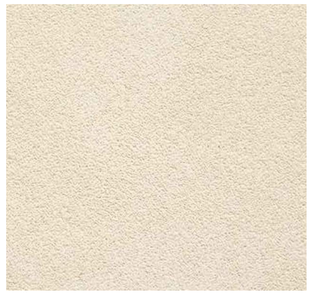
TAG DESIGN WORKS

BUILDING ELEVATION: EAST

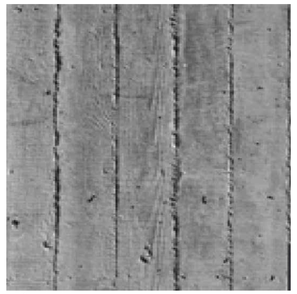
A2.3



1 SMOOTH FINISH STUCCO



2 LIGHT SAND FINISH STUCCO



3 ARCHITECTURAL FINISHED CONCRETE



4 COMPOSITE WOOD SIDING



5 WOOD TRELLIS

KEYNOTE LEGEND		
1	SMOOTH FINISH STUCCO	
2	LIGHT SAND FINISH STUCCO	
3	ARCHITECTURAL FINISHED CONCRETE	
4	COMPOSITE WOOD SIDING	
5	WOOD TRELLIS	
6	VINYL WINDOW	
7	ALUMINUM FRAME GLASS DOOR	
8	METAL GUARDRAIL	
9	VINYL SLIDING DOOR	
10	BALCONY WITH DEX-O-TEX WATERPROOFING FLOORING	
11		
12		
13		

Maximum Building Height, as defined in the Irvine Zoning Ordinance sec. 3-9-1, states: Architectural features, antennae, Wireless Communication Facilities and flagpoles shall be permitted to exceed the maximum building height by ten feet, or by up to 15 feet for Class 4 antennae.



0' 10' 20' 40' 50'

SCALE: 3/32" = 1'-0"

CONCEPTUAL DESIGN

MULTI-FAMILY CONDOMINIUM

TAG DESIGN WORKS

BUILDING ELEVATION: NORTH

A2.4

TENTATIVE TRACT NO. 84188

IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 8, AND A PORTION OF LOTS 7 AND 9 IN BLOCK "O" OF TRACT 786, AS PER MAP RECORDED IN BOOK 16, PAGES 58 AND 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

NORTH

SCALE : 1"=20'-0"

OWNER:
THE COMMONS OF MPK LLC
812 S. ATLANTIC BLVD, SUITE A
MONTEREY PARK, CA 91754
PH: 626-628-4463

PREPARED BY:
HANK JONG, PE
EGL ASSOCIATES, INC.
11819 GOLDRING ROAD, UNIT A
ARCADIA, CA 91006
PH: 626-263-3588
E-MAIL: MAIL@EGL88.COM

EASEMENT NOTES

Ⓐ EX. EASEMENT AND RIGHTS INCIDENTAL THERETO FOR PIPE AND CONDUITS AS SET FORTH IN A DOCUMENT RECORDED IN BOOK 6055, PAGE(S) 222 OF DEEDS. (BLANKET IN NATURE).

Ⓑ EX. EASEMENT FOR POWER LINES, INGRESS AND EGRESS PURPOSES, RECORDED AS INSTRUMENT NO. 3061, JULY 26, 1960 OF O.R. (TO BE QUITCLAIMED)

Ⓒ EX. EASEMENT TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, AS SET FORTH IN A DOCUMENT RECORDED MAY 11, 1970 AS INSTRUMENT NO. 2926, OF O.R. (TO BE QUITCLAIMED)

GENERAL NOTES:

ZONE: R-3 (PRESENT)
ZONE: R-3 (PROPOSED)
NO. OF EX. LOT: 3
NO. OF PROP. LOT: 1
NO. OF EX. UNITS: 10
NO. OF PROP. UNIT: 64
NO. OF PROP. PARKING: 97
AREA OF LOT: 75,440 SQ. FT. (1.73 ACRES)
SEWERAGE DISPOSAL: BY GRAVITY SEWER PIPES TO SEWER MAIN.
APN: 5259-004-036, 037 & 038

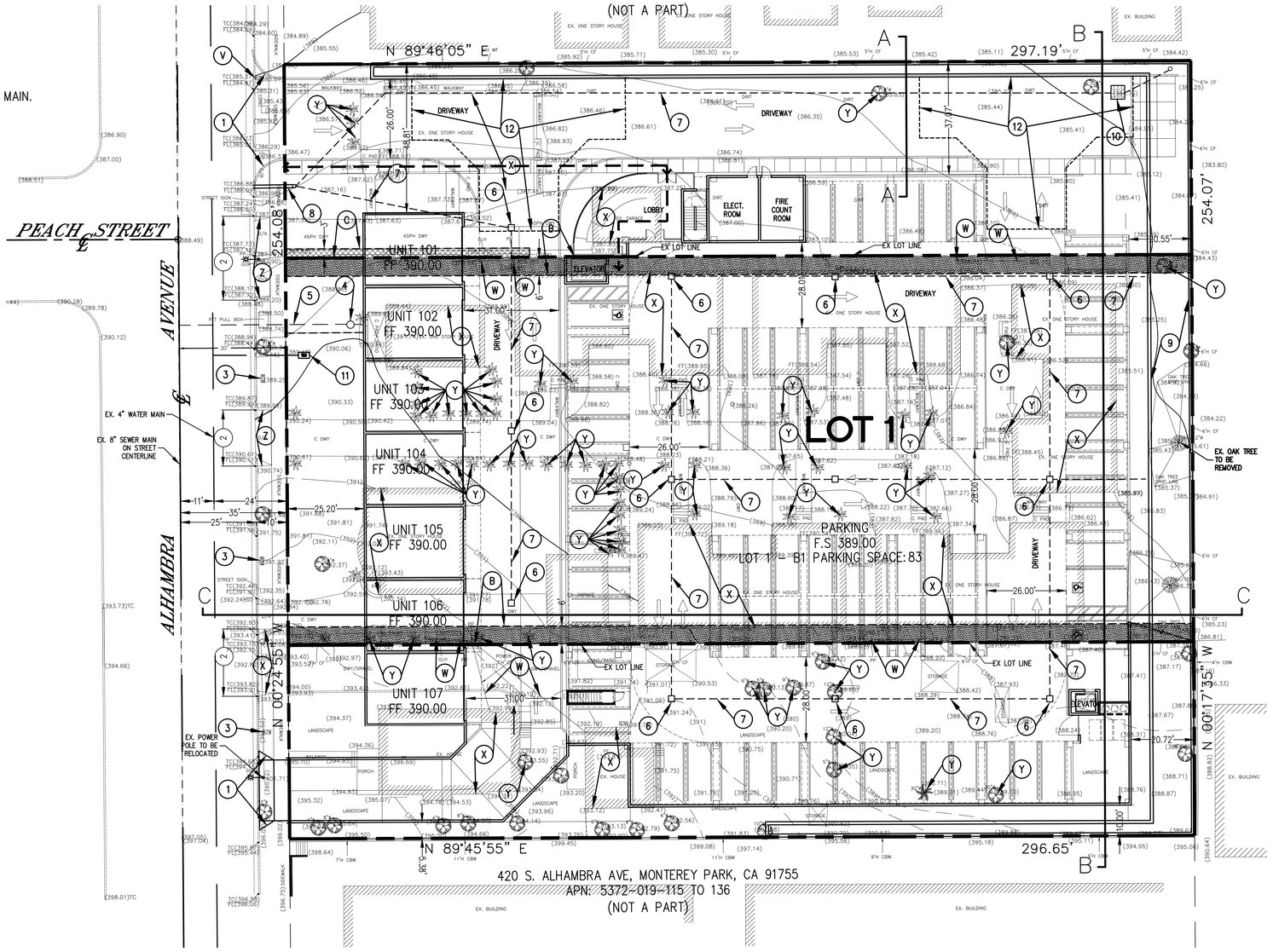
NOTE:

THE IMPROVEMENTS AND PUBLIC UTILITIES PROPOSED TO BE MADE OR INSTALLED AND OF THE TIME AT WHICH SUCH IMPROVEMENTS ARE PROPOSED TO BE COMPLETED.

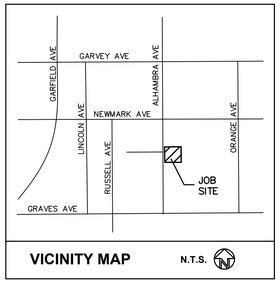
UTILITY SERVICES:

WATER – CITY OF MONTEREY PARK
GAS – SOUTHERN CALIFORNIA GAS CO.
CONTACT PERSON: TERRY HEIMBRUCH
PHONE: (818) 701-2516
ELECTRICAL – SOUTHERN CALIFORNIA EDISON CO.
CONTACT PERSON: ARLAN AVERYT
PHONE: (714) 796-9920
TELEPHONE – AT&T
CONTACT PERSON: GARY MILLER
PHONE: (626) 570-7417
SEWER – CITY OF MONTEREY PARK
TRASH – ATHENS SERVICES

336 S. ALHAMBRA AVE, MONTEREY PARK, CA 91755
APN: 5259-004-035
(NOT A PART)



B1 FLOOR PLAN



VICINITY MAP N.T.S.

DEMOLITION NOTES

Ⓥ EX. WATER METER TO BE RELOCATED.
Ⓦ EX. POWER POLE AND LINES TO BE REMOVED.
Ⓧ REMOVE EXISTING STRUCTURE.
Ⓨ REMOVE EXISTING TREE.
Ⓩ EX. DRIVEWAY APPROACH TO BE REMOVED

CONSTRUCTION NOTES

① PROP. DRIVEWAY APPROACH.
② PROP. NEW CURB AND GUTTER.
③ EX. WATER METER TO BE RELOCATED.
④ PROP. SEWER CLEAN OUT.
⑤ PROP. SEWER LATERAL.
⑥ PROP. CATCH BASIN.
⑦ PROP. DRAINAGE PIPE.
⑧ PROP. PARKWAY DRAIN.
⑨ PROP. BIOFILTRATION PLANTER BOX.
⑩ PROP. SUMP PUMP.
⑪ PROP. MASTER WATER METER.
⑫ PROP. FIRE TURN AROUND.

NOTES:
-ALL PUBLIC UTILTIES SHOULD BE FIELD VERIFIED.

LEGEND

EX .....EXISTING
TG .....TOP GRATE
F.G.....FINISH GRADE
FS .....FINISH SURFACE
TC.....TOP OF CURB
F.F.....FINISH FLOOR
H.P.....HIGH POINT
TW.....TOP OF WALL
(186.70) .....EXISTING ELEVATION
--(185)-- EXISTING CONTOUR
.....DRAINAGE PATTERN
...PROPOSED BLOCK WALL
...EXISTING STRUCTURE
...PROPOSED DRAIN PIPE
...PROPOSED CATCH BASIN
...FENCE LINE
Ⓢ .....SEWER MANHOLE

PROJECT LOCATION:
65-UNIT CONDO
338-410 S. ALHAMBRA AVE, MONTEREY PARK, CA 91755

These drawings and the accompanying specifications are exclusive property of EGL Associates, Inc. (EGL) and are not to be used in any way, published, or reproduced without the prior written consent of EGL. EGL assumes no responsibility for any unauthorized use of these documents. Visual contact with these documents shall constitute prima facie evidence of acceptance of these restrictions.

REVISIONS BY

RELEASED DATE

PREPARED FOR:
THE COMMONS OF MPK LLC
812 S. ATLANTIC BLVD, SUITE A
MONTEREY PARK, CA 91754

EGL Associates, Inc.
11819 GOLDRING ROAD, Unit A
ARCADIA, CA 91006
Tel: (626)263-3588
E-MAIL: MAIL@EGL88.COM

REGISTERED PROFESSIONAL ENG. HANK WING-LUN JONG 45846 CIVIL STATE OF CALIFORNIA

DRAWN	SH
CHECKED	HJ
DATE	05/03/2023
JOB NO.	23-227-002
SCALE	1"=20'
FILE	

DRAWING 1 of 3

T-1

TENTATIVE TRACT NO. 84188

IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 8, AND A PORTION OF LOTS 7 AND 9 IN BLOCK "O" OF TRACT 786, AS PER MAP RECORDED IN BOOK 16, PAGES 58 AND 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

NORTH

SCALE : 1"=20'-0"

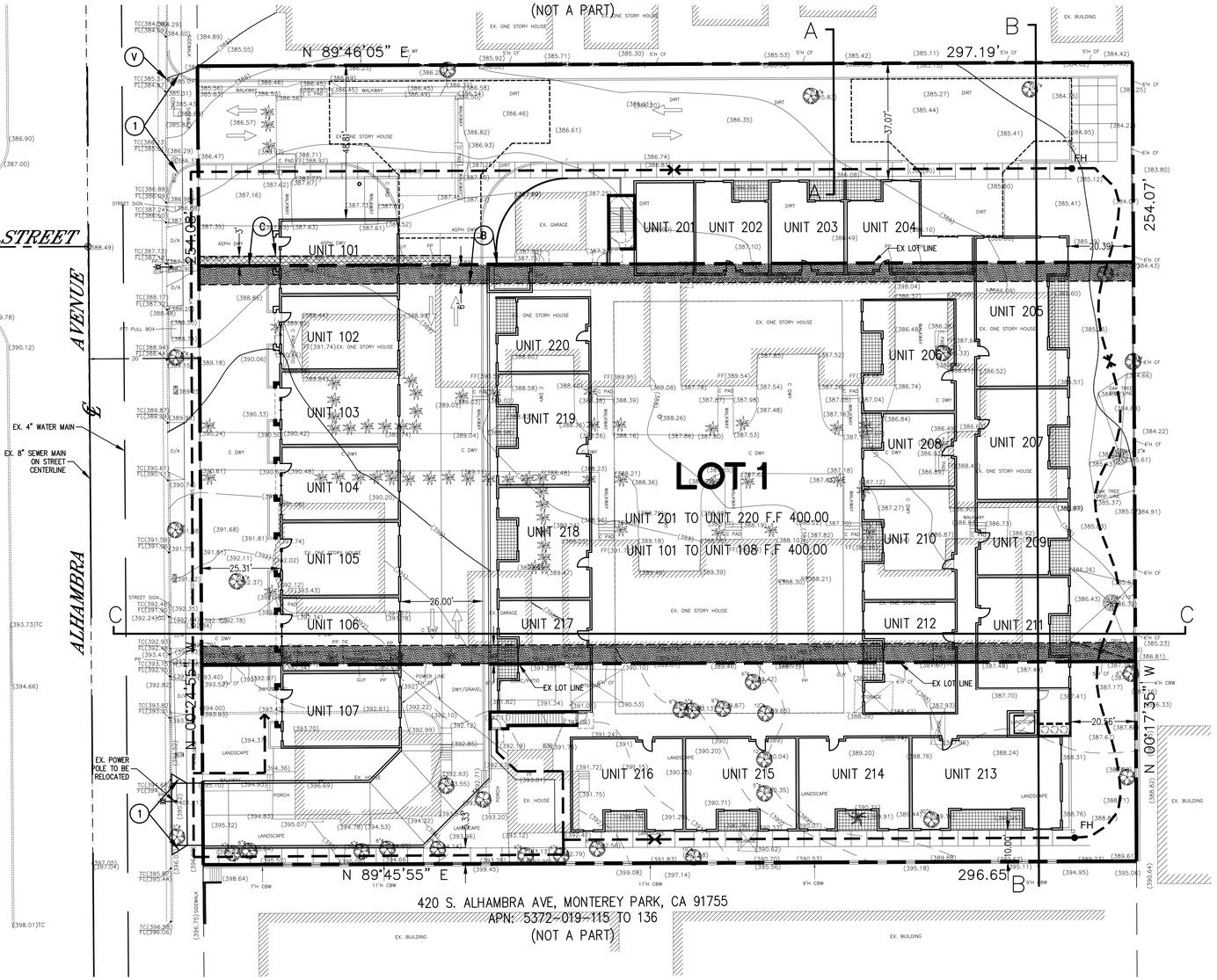
EASEMENT NOTES

Ⓐ EX. EASEMENT AND RIGHTS INCIDENTAL THERETO FOR PIPE AND CONDUITS AS SET FORTH IN A DOCUMENT RECORDED IN BOOK 6055, PAGE(S) 222 OF DEEDS. (BLANKET IN NATURE).

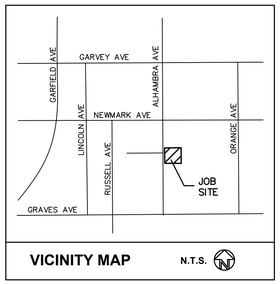
Ⓑ EX. EASEMENT FOR POWER LINES, INGRESS AND EGRESS PURPOSES, RECORDED AS INSTRUMENT NO. 3061, JULY 26, 1960 OF O.R. (TO BE QUITCLAIMED)

Ⓒ EX. EASEMENT TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, AS SET FORTH IN A DOCUMENT RECORDED MAY 11, 1970 AS INSTRUMENT NO. 2926, OF O.R. (TO BE QUITCLAIMED)

336 S. ALHAMBRA AVE, MONTEREY PARK, CA 91755
APN: 5259-004-035
(NOT A PART)



LEVEL 1 FLOOR PLAN



VICINITY MAP N.T.S.

PROJECT LOCATION:
65-UNIT CONDO
338-410 S. ALHAMBRA AVE, MONTEREY PARK, CA 91755

These drawings and the accompanying specifications are matters subject to copyright property of EGL Associates, Inc. Under copyright law it is required by EGL to reserve or reproduce these drawings and specifications by any method in whole or in part. A written consent is required by the architect for its use by other than EGL Associates, Inc. Any unauthorized from these drawings therefore shall be void.

REVISIONS	BY

RELEASED	DATE

PREPARED FOR:
THE COMMONS OF MPK LLC
812 S. ATLANTIC BLVD, SUITE A
MONTEREY PARK, CA 91754

EGL Associates, Inc.
11819 GOLDRING ROAD, Unit A
ARCADIA, CA 91006
Tel: (626)263-3588
E-MAIL: MAIL@EGL88.COM

REGISTERED PROFESSIONAL ENGINEER — HAN SENG-LIANG — 45846 — CIVIL — STATE OF CALIFORNIA

DRAWN	SH
CHECKED	HJ
DATE	05/03/2023
JOB NO.	23-227-002
SCALE	1"=20'
FILE	
DRAWING	2 of 3

T-2

NORTH

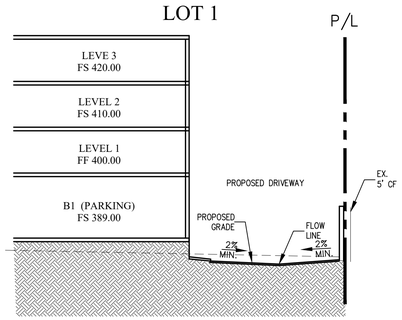
SCALE : 1"=20'-0"

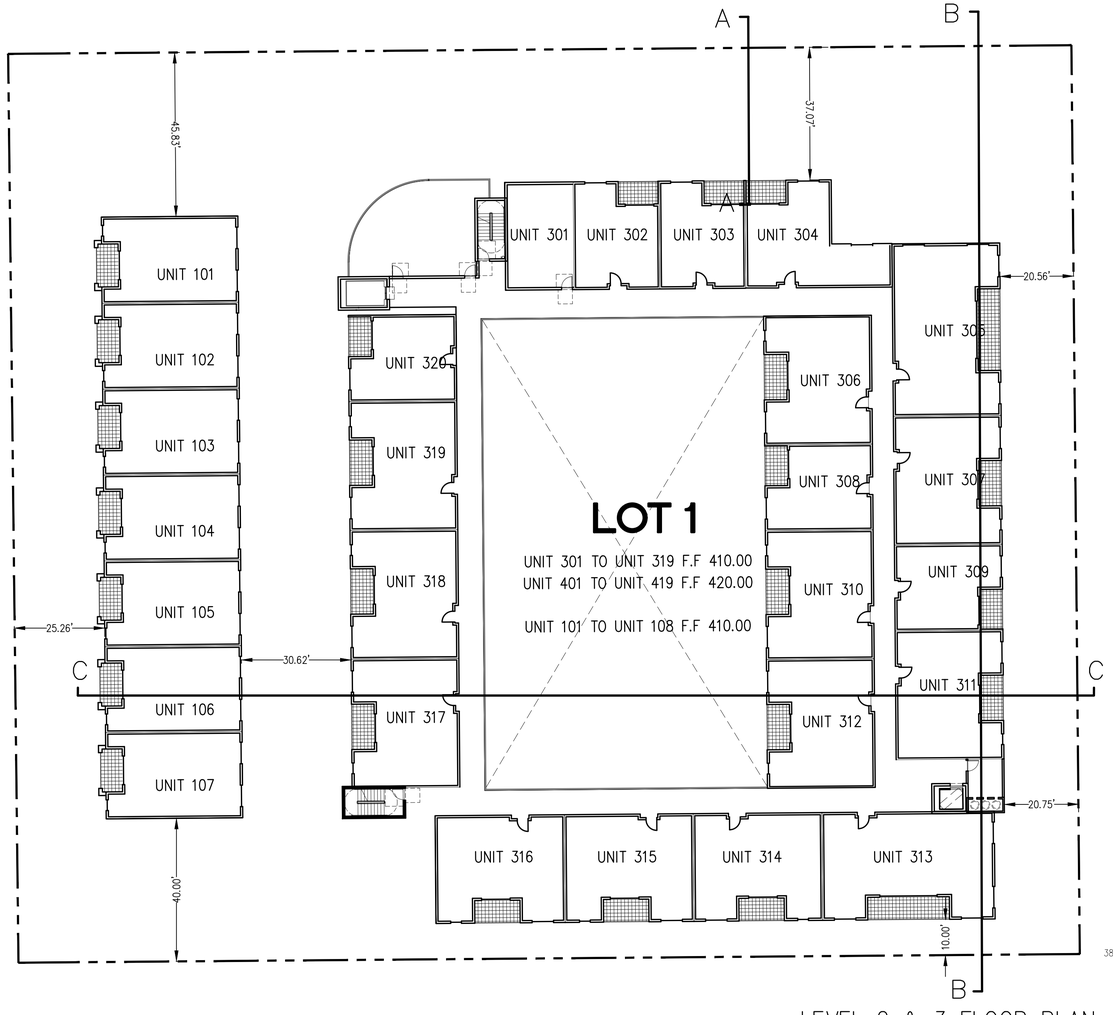
TENTATIVE TRACT NO. 84188

IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 8, AND A PORTION OF LOTS 7 AND 9 IN BLOCK "0" OF TRACT 786,
AS PER MAP RECORDED IN BOOK 16, PAGES 58 AND 59 OF MAPS,
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

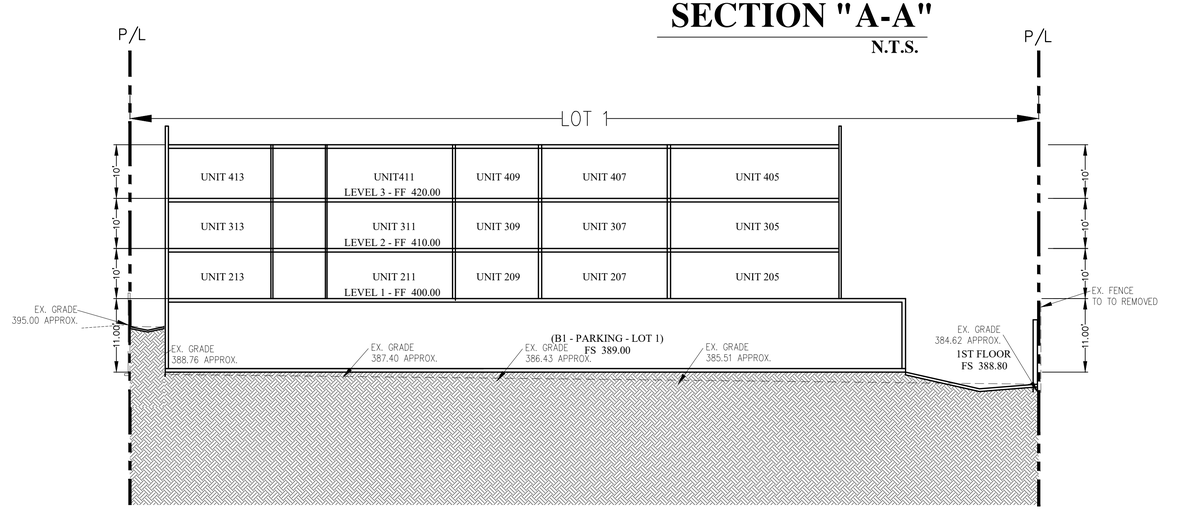




LEVEL 2 & 3 FLOOR PLAN

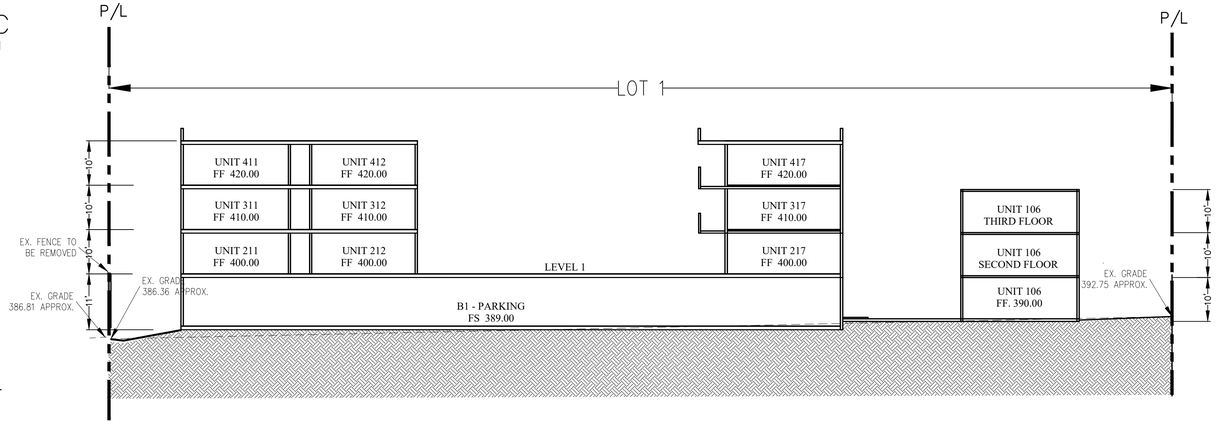
SECTION "A-A"

N.T.S.



SECTION "B-B"

N.T.S.



SECTION "C-C"

N.T.S.

PROJECT LOCATION:
65-UNIT CONDO
338-410 S. ALHAMBRA AVE,
MONTEREY PARK, CA 91755

These drawings and the accompanying specifications are materials property of EGL Associates, Inc. Written permission is required by EGL to reuse or reproduce these drawings and specifications by any method in whole or in part. A written consent is required if the drawings are to be used by other than EGL Associates, Inc. Any unauthorized reuse these drawings therefore directed to EGL Associates in a written format.

REVISIONS	BY

RELEASED DATE

PREPARED FOR:
THE COMMONS OF MPK LLC
812 S. ATLANTIC BLVD, SUITE A
MONTEREY PARK, CA 91754

EGL Associates, Inc.
11819 GOLDRING ROAD, Unit A
ARCADIA, CA 91006
Tel: (626)263-3588
E-MAIL: MAIL@EGL88.COM

REGISTERED PROFESSIONAL ENGINEER
HAN-HSING-LI AN JOHN
45846
CIVIL
STATE OF CALIFORNIA

DRAWN	SH
CHECKED	HJ
DATE	05/03/2023
JOB NO.	23-227-002
SCALE	1"=20'
FILE	

DRAWING 3 of 3

T-3

ATTACHMENT 4
Comparison Table of MPMC Development Standards and Proposed Project

Comparison Table of MPMC Development Standards and Proposed Project

DEVELOPMENT STANDARD	MPMC REQUIREMENT	PROPOSED
Minimum Lot Size	7,200 sq. ft.	75,358.8 sq. ft.
Maximum Density	25 units/acre (43.25 units) *State Density Bonus permits 50% density increase	37.5 units/acre (64 units)
Front Setback	Minimum 25’	25’
Side Setback	Minimum 5’	26’ north 10’ south
Side Setback – 2nd Story	Minimum 10’	26’ north 10’ south
Rear Setback**	Minimum 25’ MPMC Incentive: 20% reduction	20’-8” (17.3% reduction)
Height**	2 stories/30’ MPMC Incentive: +1 story/+11’	3 stories/36’-0” (1 story/+6’)
Distance between Structures	Minimum 10’	30’8” (townhomes to condos)
Driveway Width	Minimum 18’	25’ (north driveway) 20’ (south driveway)
State Density Bonus Parking Ratio	0.5 spaces/unit *Projects with at least 11% very low income w/in ½ mile of transit Total Required: 32	97 spaces
Open Space (per unit)**	Common: 400 sq. ft./unit (25,600 sq. ft.) Private: 250 sq. ft./unit (16,000 sq. ft.) Total: 41,600 sq. ft. MPMC Incentive: 20% reduction	Common: 29,269sq. ft Private: 6,082 sq. ft. Total: 35,351 sq. ft (84.9% of required open space) (15.1% reduction)

* Indicates development standards that are authorized by State Density Bonus law.

** Indicates development standards that can vary from underlying zone and authorized in the Monterey Park Municipal Code – Density Bonus Incentives Menu.

ATTACHMENT 5

Planning Commission Agenda Report dated August 27, 2024 (excluding all attachments)

Planning Commission Staff Report

DATE: August 27, 2024

AGENDA ITEM NO: 3-A

TO: The Planning Commission

FROM: Jessica Serrano, Director of Community Development

SUBJECT: **PUBLIC HEARING - TENTATIVE MAP NO. 84188 (TM-23-05), DESIGN REVIEW (DRB-23-105), MITIGATED NEGATIVE DECLARATION (STATE CLEARING HOUSE NUMBER 2024051026), AND DEVELOPMENT AGREEMENT (DA-23-03) –** Consideration and possible action to adopt a resolution recommending City Council adopt a mitigated negative declaration and approve a tentative map, design review, and development agreement for the construction and subdivision of air rights for a 64-unit condominium development on the real property located at 338 – 410 South Alhambra Avenue, also identified by Assessor's Parcel Numbers 5259-004-036, 5259-004-037, and 5259-004-038; Applicant: The Commons of MPK, LLC ("Applicant").

RECOMMENDATION:

It is recommended that the Planning Commission consider:

(1) Opening the public hearing;
(2) Receiving documentary and testimonial evidence;
(3) Closing the public hearing;
(4) After considering the evidence received during the public hearing, adopt a resolution recommending City Council adopt a mitigated negative declaration and approve TM-23-05, DRB-23-105 and DA-23-03 for the construction and subdivision of air rights for a 64-unit condominium development; and
(5) Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The proposed project is a 64-unit mixed-market rate and affordable housing development (the "Project"). The Project is located on the east side of Alhambra Avenue, at the easterly terminus of Peach Street, between Newmark Avenue and Graves Avenue on the real property located at 338 – 410 South Alhambra Avenue (the "Property"). Properties within the vicinity of the Property include other one and two-story multi-unit residential developments constructed in the 1950s through 2018.

According to Monterey Park Municipal Code ("MPMC") Chapters 21.44 and 21.18, the mixed-market rate and affordable housing development may be permitted through a Development Agreement and Density Bonus. Additionally, the Applicant is requesting approval of a tentative map to subdivide the Project's air-rights for condominium purposes

to enable the sale of each unit separately. The Project is designed according to the MPMC, is consistent with the allowed density, and provides affordable and market rate housing units consistent the City's adopted Housing Element.

The Project was scheduled for a public hearing before the City Council at its Special Meeting on June 18, 2024. At the meeting, the City Planner briefly presented her recommendation to continue the public hearing to allow finalization of the Project's development agreement. During the public hearing and following testimony from the community regarding the scale of the Project, and concerns related to public safety, traffic, and parking impacts, the City Council determined that the Project would be better served by allowing the City's Planning Commission to further study these issues and referred the Project to the Planning Commission for recommendation.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the Project pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). An initial study was prepared in accordance with the CEQA Guidelines § 15063 ("IS") which shows that, if mitigated, the Project would not cause any significant environmental impacts. Accordingly, pursuant to CEQA § 21091, the City prepared a mitigated negative declaration ("MND") of environmental impacts for the Project. Based on the IS findings, and with proposed mitigation measures for air quality, biological resources, cultural resources, geology and soils , and noise, the proposed development would not result in significant environmental impacts.

The IS, MND and a notice of intent to adopt the MND was prepared, circulated, and made available for public review between Thursday, May 23, 2024, and Tuesday, June 12, 2024. During this period, the City received 32 comments in support of the project and 35 comments protesting the project. While many of the comments received did not include CEQA related issues, those that did were evaluated and incorporated into the MND as appropriate. Accordingly, no further environmental review is required.

TYPE OF ACTION (LEGISLATIVE; QUASI-JUDICIAL; OR ADVISORY)

Advisory: In considering approval of the proposed project, the Planning Commission is acting as an advisory body to the City Council. Approval of the project is within the authority of the City Council because it includes a Development Agreement and related approvals pursuant to MPMC § 2.56.020(c).

Planning Commission's recommendation to the City Council, however, plays an important role in the approval process and should include the factual and legal basis for the Planning Commission's findings. The City Council can then consider those findings when making its own determination.

Planning Commission's recommended action to City Council is to approve and adopt a TM, DRB, DA, and associated Mitigated Negative Declaration. In considering such actions, the Planning Commission acts in a quasi-judicial role. In doing so, the Planning

Commission acts like a court: it applies facts gathered during a public hearing to existing law. Just like a court, the Planning Commission can only consider facts that are relevant to the case. A party appearing before the legislative body is entitled to:

- Notice of the proposed action;
- Reasons for the action;
- A copy of the evidence on which the action is based; and
- The right to respond before a reasonably impartial, non-involved reviewer.

The Planning Commission must base its decision upon substantial evidence within the record. “Substantial evidence” generally means enough relevant information and reasonable inferences from information gathered during a public hearing that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. Argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly erroneous or inaccurate, or evidence of social or economic impacts does not constitute substantial evidence. Substantial evidence includes facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts. If the Planning Commission asks irrelevant questions and bases its decision-making on such questions, a court may overturn the Planning Commission’s decision and potentially hold the City liable for violating the applicant’s constitutionally protected due process rights.

To recommend approval of the TM (per MPMC § 20.04.070), the Planning Commission must find that the project is:

- Consistent with the Monterey Park General Plan;
- Consistent with any applicable specific plan or planned development;
- Consistent with the provisions of the MPMC;
- In the interest of public health and safety; and
- A necessary prerequisite to the order development of the surrounding area.

To recommend approval of the Design Review (per MPMC § 21.36.060), the project must:

- Be compatible and in keeping with the character of the neighborhood and not detrimental to the general welfare of the neighborhood in which they are located;
- Reflect the values of the community; enhance the surrounding environment; and harmonize with its surroundings; and
- Provide a visually pleasing setting for structures on the site through landscaping.

Pursuant to Government Code § 65867.5, to recommend approval of the development agreement, the Planning Commission must find that the:

- Provisions of the agreement are consistent with the general plan and any applicable specific plan.

- Agreement provides that any tentative map prepared for the subdivision will comply with Government Code § 66473.7.

Pursuant to CEQA Guidelines § 15074, to recommend approval of the mitigated negative declaration, the planning commission must find:

- On the basis of the whole record before it (including the initial study and any comments received), that there is no substantial evidence that the project will have a significant effect on the environment and that the negative declaration or mitigated negative declaration reflects the lead agency's independent judgment and analysis.

Pursuant to Government Code § 65915, to recommend approval of the density bonus, the planning commission must find that the:

- The site will include 15% or more units restricted to very-low income households.

BACKGROUND

The Applicant is requesting approval of TM-23-05, DRB-23-105 and DA-23-03 for the subdivision of air rights to construct a 64-unit mixed market and affordable housing condominium project at 338-410 South Alhambra Avenue. The Property is zoned R-3 (High-Density Residential) and has a General Plan designation is High Density Residential. The Property is currently developed with multi- and single-family residential dwelling units and is surrounded by residential properties on all sides (see Figure 1).

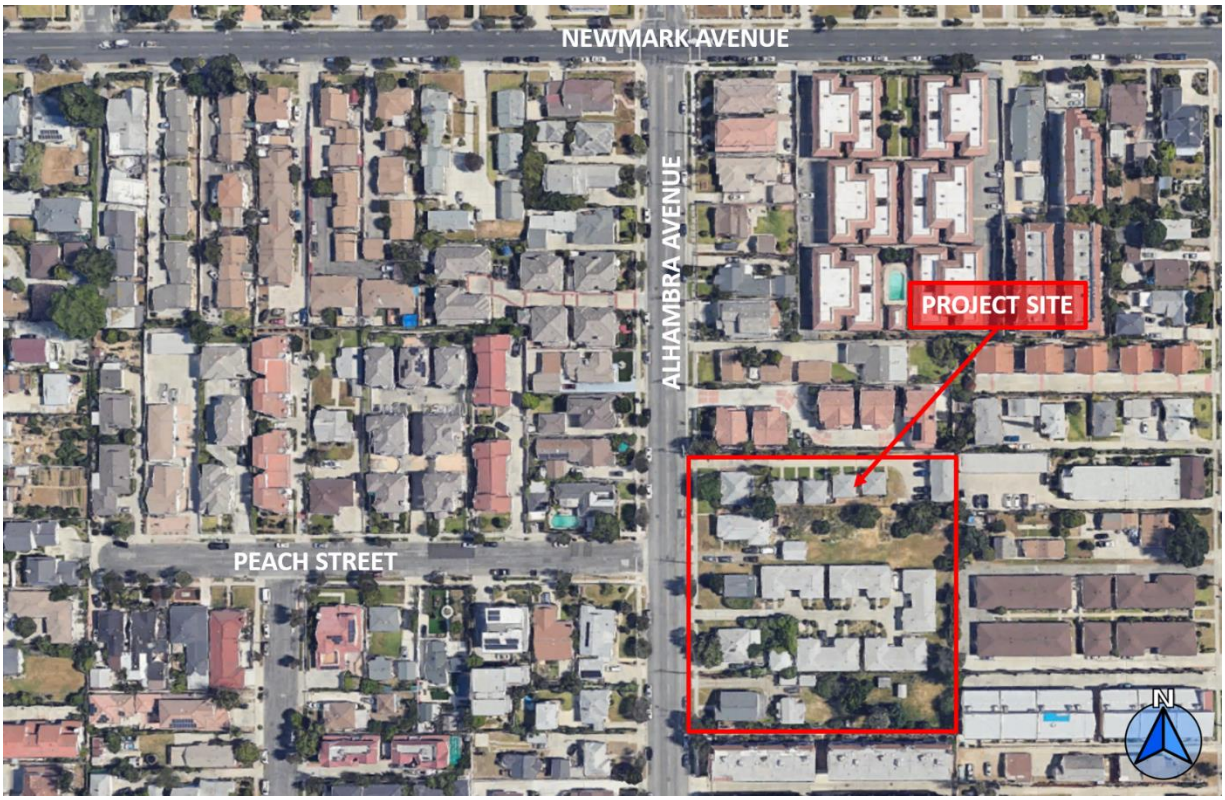


Figure 1: Project Site Aerial – 338-410 S. Alhambra Avenue

Site and Architectural Design

The Project is designed with two housing product types that total 64 multi-family residential dwelling units: (1) seven townhomes; and (2) 57 stacked condos. The frontage along Alhambra Avenue of the Project will feature seven attached townhomes that have front entries along Alhambra Avenue. Behind the row of townhomes will be a larger building that features the balance of the 57 condominium units, common open space and parking facilities (see Figure 2). The townhomes are three levels, with parking at ground level and the living areas two stories above. Because the Property slopes down from the street, when viewing from the street, the townhome units appear two-stories, but feature a bermed landscape front setback, leading to front entries that are slightly elevated from the street level. The larger condominium building will be at the rear with three stories of living units and common open spaces over a subterranean parking garage.

Parking and Circulation

The Project will be accessible from Alhambra Avenue by two driveways, one at the north end and one at the south end of the Property. These two driveways will have a U-configuration around the townhome units, so each unit is able to access its own two-car garage. The northerly driveway will span almost the full depth of the Property and provides a single point of ingress and egress to the parking garage area for the condo units in the rear building.

Total parking spaces proposed for this Project is 97. Each townhome will feature individual two-car garages (14 total garage spaces). Additionally, subterranean parking is provided for the condominium units at the rear of the Property, which is proposed to contain 83 standard parking spaces.

The Applicant proposed parking at a ratio that is higher than State Density Bonus law and did not invoke lower applicable parking ratios that allow for ½ a parking space for units that are in close proximity to high quality transit as found on Garvey Avenue, approximately 0.3 miles to the north. A comparison of parking requirements and proposed parking is detailed in the table below. Figure 2 shows the site plan for the Project containing the outline of the proposed buildings, access points and landscape areas.

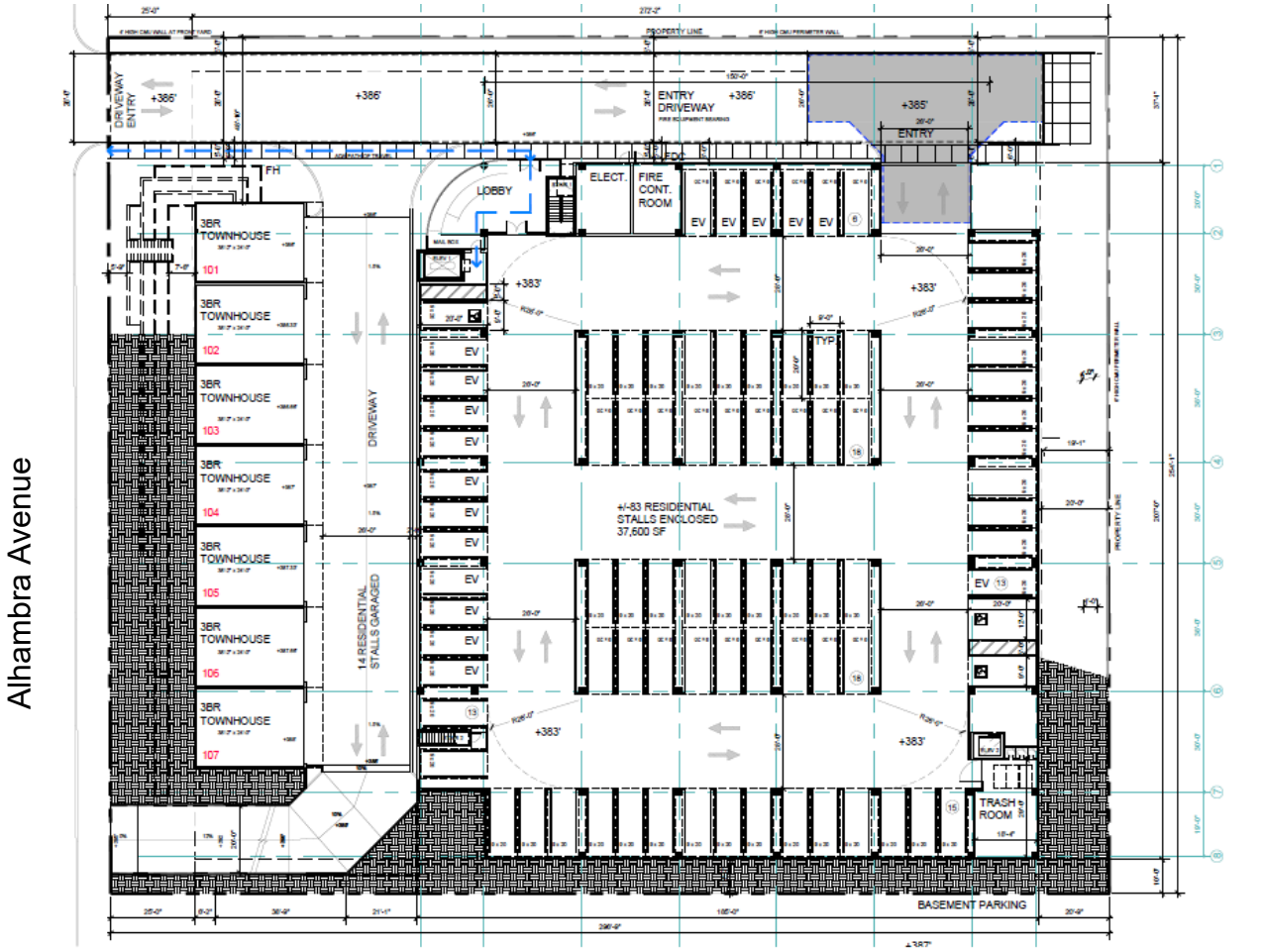


Figure 2: Site Plan

As part of the requirements of this Project, the City requested and reviewed a Focused Traffic Analysis of the site and the surrounding neighborhood. While the Project screens below the City's established Vehicle Miles Traveled ("VMT") policy thresholds and does not have an impact to transportation under to CEQA, there is acknowledgement that there may be potential impact to on-street parking along Alhambra Avenue and Peach Street,

with areas surrounding both the multi-family and single family-homes potentially being used for overflow parking. Because the Project meets and exceeds the State's Density Bonus parking ratio, the City cannot require additional parking of this Project.

However, to help provide safe access to and from the Property, staff is requiring a strategy to help maintain some on-street parking along the project's frontage. Off-site improvements will include the installation of a 20' red curb to the south of the northernmost driveway and 20' of red curb to the north of the southernmost driveway, which will allow cars to see around parked vehicles and to safely exit project driveways while still providing some on-street parking. A condition of approval has been added to the project conditions.

Design

As proposed, the Project meets development standards found in the MPMC and requirements found in City and State Density Bonus law:

DEVELOPMENT STANDARD	MPMC REQUIREMENT	PROPOSED
Minimum Lot Size	7,200 sq. ft.	75,358.8 sq. ft.
Maximum Density	25 units/acre (43.25 units) *State Density Bonus permits 50% density increase	37.5 units/acre (64 units)
Front Setback	Minimum 25'	25'
Side Setback	Minimum 5'	26' north 10' south
Side Setback – 2nd Story	Minimum 10'	26' north 10' south
Rear Setback**	Minimum 25' MPMC Incentive: 20% reduction	20'-8" (17.3% reduction)
Height**	2 stories/30' MPMC Incentive: +1 story/+11'	3 stories/36'-0" (1 story/+6')
Distance between Structures	Minimum 10'	30'8" (townhomes to condos)
Driveway Width	Minimum 18'	25' (north driveway) 20' (south driveway)
State Density Bonus Parking Ratio	0.5 spaces/unit *Projects with at least 11% very low income w/in ½ mile of transit Total Required: 32	97 spaces

DEVELOPMENT STANDARD	MPMC REQUIREMENT	PROPOSED
Open Space (per unit)**	Common: 400 sq. ft./unit (25,600 sq. ft.) Private: 250 sq. ft./unit (16,000 sq. ft.) Total: 41,600 sq. ft. MPMC Incentive: 20% reduction	Common: 29,269sq. ft Private: 6,082 sq. ft. Total: 35,351 sq. ft (84.9% of required open space) (15.1% reduction)

* Indicates development standards that are authorized by State Density Bonus law.

** Indicates development standards that can vary from underlying zone and authorized in the MPMC.

The architectural design of the Project includes a contemporary style of architecture, combining clean lines, simple building forms such as a flat roof with a parapet. a mix of wall finishes including stucco, concrete, wood siding, and windows with dark trims. Recessed balconies and front entries are located along the Alhambra Avenue elevation, and the use of large windows help break up the massing and scale of the Project. The neutral color palette is subdued with white stucco, gray accent walls, and light wood trims. The mix of textures are understated, but contribute to the overall clean and uncluttered appearance (see Figure 3 – West Elevation)



Figure 3: West Elevation (facing Alhambra Avenue)

The Project is designed to fit into the neighborhood and surrounding properties through its compliance with the required setback requirements which provide adequate buffers to existing adjacent developments. The following setbacks are provided between the proposed development and adjacent properties:

- North of project site: 26-foot-wide setback is provided to the detached, 2-story, townhome development;

- South of project site: 10-foot setback is provided to the 3-story townhome development; and
- East of project site (rear): 20-foot, 8-inch buffer is provided to the 1 to 2 story developments.

To soften the development's appearance on the street (west) elevation, the townhomes bring the scale of the Project down as the density of the project transitions between the townhomes to the condominium building in the rear (see Figure 4 – Axonometric View – Northwest).



Figure 4 – Axonometric View – Northwest

Landscape at the front, rear, and sides will also provide transitional areas between the existing neighborhood and the proposed development. The planting of ground cover, trees, and shrubs will create green spaces to lessen the visual impact of the development.

The Project will also feature a large central courtyard on the 1st level of residential units in the rear building, that will include amenities such as seating areas and dining areas that are attractively landscaped. Staff recommends the inclusion of a barbecue area and shade structures to enhance the courtyard area amenities and included a condition of approval. Other common open space areas will be located on all levels of the condominium building as summarized below:

- 1st story – central courtyard, community room, and gym;
- 2nd story – community room, business center; and
- 3rd story – roof deck with wood trellis.

Floor Plans

There are seven attached townhome units proposed and located adjacent to the Alhambra Avenue frontage. Each of the townhome units are 2,070 square feet in size and will have 2 enclosed garage spaces with storage areas. The living areas of the townhomes will have common living spaces such as living room, dining room, powder room, kitchen and laundry on the 1st floor. The 2nd floor will contain the 3 bedrooms and two bathrooms, and a 72-square foot balcony, used as private open space, located off the master suite. All units will have a covered front entryway accessible from Alhambra Avenue.

The condominium building at the rear will feature 57 units. Each floor will feature units between 1 and 3 bedrooms ranging from 645 square feet to 1,300 square feet as summarized below:

- 1-bedroom (approximately 645 square feet) – 15 units/floor
- 2-bedroom (approximately 1,000 square feet) –12 units/floor
- 3-bedroom (approximately 1,300 square feet) – 3 units/floor

All units will feature open concept living, dining, and kitchen areas. One-bedroom units will have one bathroom, and two- and three-bedroom units will have two bathrooms. Each unit will have a balcony averaging 79 square feet in size that will function as private open space.

Tentative Map ("TM")

The Property is comprised of three lots totaling 75,386 square feet (1.73 acres). The Applicant proposes to reconfigure the three lots into one lot and simultaneously subdivide the Property for air rights for each dwelling unit. The subdivision allows separate ownership of each dwelling unit (persons own the air space of a particular dwelling, while all the condominium owners mutually own and are responsible for all maintenance of the buildings and the common areas).

The proposed TM is consistent, in terms of density and use, with the MPMC and General Plan designations. The Property is zoned for multiple-family residences and the General Plan allows for a density between 16.1 and 30 dwelling units per acre. The Project proposes 64 residential units on approximately 1.73 acres which is rough 51.9 units per acre. While this figure is higher than contemplated in the General Plan, the Project is utilizing and consistent with the Density Bonus law and, accordingly, the Project does not exceed the maximum density allowed under the General Plan (see discussion below regarding Density Bonus).

The Public Works Department, Fire Department and other agencies reviewed the TM and plans, and proposed conditions of approval. Pursuant to MPMC Chapter 20.10, the Applicant must submit a final map within 24 months after the TM is approved which is

reviewed for substantial compliance with the TM.

Density Bonus

A Density Bonus is proposed as part of this Project and is a mechanism established by California law that allows developers to obtain concessions and/or waive local development requirements in exchange for building affordable housing.

The High-Density Residential land use designation of the General Plan allows 30 units per acre. The Property is approximately 1.73 acres; accordingly, 51.9 units are permitted by the General Plan, before considering Density Bonus law. The following table summarizes the use of the Density Bonus, of what is permitted by the MPMC and California law, in comparison to what the developer has proposed:

DENSITY BONUS CALCULATIONS	PERMITTED	PROPOSED
Underlying Density	30 units/acre (per General Plan)	25 units/acre
1.73-acre Site Size x Underlying Density	51.9 units	43.25 units
15% Units (Very Low Affordability)	51.9 x15% = 7.785 (rounded up to 8 units)	43.25 x 15% = 6.49 (rounded up to 7 units)
Density Bonus Permitted* 50% above base density	30 units/acre + 50% = 45 units/acre	25 units/acre + 50% = 37.5 units/acre
Total Units Permitted – 1.73-acre site	77 units	64 units

*State Law permits a 50% bonus if 15% of units are proposed for at the very-low affordability level.

As shown, the Applicant is seeking a lower density bonus than otherwise permitted (64 units instead of 77 units). Of the 64 units, seven units will be affordable to those households that are categorized as very low income, while the balance of the 57 units will be market rate. Staff worked with the Applicant over the course of the entitlement applications to bring forward a Project that can be better integrated with the neighborhood while complying with State mandates.

Since the Project designates 15% of the units as restricted to very-low incomes households, the City is mandated by California law to grant a minimum of three incentives that allow the Applicant to avoid certain development standards that it retains discretion to choose.

The Applicant is requesting three incentives to increase the allowed building height, decrease the rear setback, and decrease the required open space. The requirements, incentive, and Applicant's proposal are further described in the following table.

DEVELOPMENT STANDARDS	**MPMC R-3 Standards**	***MPMC § 21.18.050 Density Bonus Incentives Menu***	***PROPOSED***
Maximum Building Height/Stories	30'/2-stories	Lesser of add'l 11' or 1 story	36'/3-stories (6' and 1 story)
Rear Setback	25'	20% decrease	20' (20% decrease)
Minimum Open Space (per unit)*	**Common** 400 sq. ft./unit (25,600 sq. ft.) **Private** 250 sq. ft./unit (16,000 sq. ft.) Total: 41,600 sq. ft.	20% decrease	**Common** 29,269 sq. ft **Private** 6,082 sq. ft. Total: 30,423 (84.9%) (15.1% decrease)

The incentives chosen by the Applicant are for building height, rear setback, and open space which are consistent with what is permitted in the City's menu of incentives contained in MPMC § 21.18.05(A), (D) and (E).

Development Agreement:

The Project satisfies all requirements for approval, including General Plan consistency, of its development agreement. MPMC § 21.44.020(B) requires a development agreement, in a form approved by the City Attorney, for all residential developments with 10 or more dwelling units. The Applicant is proposing public benefits which include the creation of affordable housing units in the very low-income category, a local hire preference, a buy local preference, a local resident preference for the eventual rental or sales of affordable units, and enhanced electric vehicle charging capabilities at the site. The Development Agreement also includes additional stipulations, which will limit impacts, and implement the goals, policies, and objectives of the General Plan.

LEGAL NOTIFICATION:

The legal notice of this hearing was posted at City Hall, Monterey Park Bruggemeyer Library, and Langley Center and published in Monterey Park Press on August 1, 2024, with affidavits of posting on file. A total of 219 notices were mailed to property owners within 300' of the Property. Electronic mail notifications were also sent to parties who requested notices and expressed interest about the Project.

Respectfully submitted by:

Jessica Serrano
Director of Community Development

Respectfully prepared by:

Beth Chow, AICP
Planning Manager

Reviewed by:

Justin A. Tamayo
Deputy City Attorney

ATTACHMENTS:

Attachment 1:	Planning Commission Resolution (including Attachment A (Ordinance) and Attachment B (City Council Resolution), with Exhibits)
Attachment 2:	Architectural Plans, with Materials Board
Attachment 3:	Tentative Map No. 81411 (TM-23-05)

ATTACHMENT 6

Planning Commission Resolution dated August 27, 2024 (excluding Attachment "A" (Ordinance) and Attachment "B" (City Council Resolution))

RESOLUTION NO. 06-24

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL APPROVE THE CONSTRUCTION AND SUBDIVISION OF AIR RIGHTS FOR A 64-UNIT CONDOMINIUM PROJECT ON REAL PROPERTY LOCATED AT 338-410 S. ALHAMBRA AVENUE (ASSESSOR'S PARCEL NUMBERS 5259-004-036, 5259-004-037, AND 5259-004-038); APPLICANT: THE COMMONS OF MPK, LLC.

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

SECTION 1. The Planning Commission finds and declares that:

A. The Commons of MPK, LLC ("Developer") submitted development applications including TM-23-05, and DA-23-03 to construct and subdivide a 64-unit condominium development, including seven affordable units through a Density Bonus (the Project") on the real property located at 338 – 410 South Alhambra Avenue (the "Property").

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

C. The Project was scheduled for a public hearing before the City Council at its special meeting on June 18, 2024, at which time the Council remanded the Project to the Planning Commission for further study.

D. The Planning Commission may review and make recommendations to the City Council regarding land use regulations.

E. The City Planner completed her review and scheduled the public hearing regarding the Project before the Planning Commission for August 27, 2024.

F. On August 27, 2024, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed project, including, without limitation, information provided to the Planning Commission by City staff and public testimony.

G. This Resolution and its findings are made based upon the evidence presented to the Commission at its August 27, 2024, hearing including, without limitation, the staff report submitted by the City Planner.

SECTION 2. *Factual Findings and Conclusions.* The Planning Commission adopts the project findings, and factual findings and conclusions in the draft City Council ordinance and resolution attached as Attachments "1" and "2" which are incorporated by reference.

SECTION 3. *Environmental Review*. The City reviewed the environmental impacts of the Project pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). An initial study was prepared in accordance with the CEQA Guidelines section 15063 ("IS") which shows that, if mitigated, the Project would not cause any significant environmental impacts. Accordingly, pursuant to CEQA § 21091, the City prepared a mitigated negative declaration ("MND") of environmental impacts for the Project. Based on the IS findings, and with proposed mitigation measures for air quality, biological resources, cultural resources, paleontological resources, and noise, the proposed development would not result in significant environmental impacts. Accordingly, no further environmental review is required.

SECTION 4. *Recommendation.* The Planning Commission recommends the City Council approve the Project, and adopt the:

A. Ordinance attached as Attachment "A" and incorporated by reference approving the development agreement, in a form approved by the City attorney; and

B. Resolution attached as Attachment "B" and incorporated by reference approving the subdivision of air rights and adopting the IS and MND, for the Project.

SECTION 5. *Construction.* This Resolution must be broadly construed in order to achieve the purposes stated in this Resolution. It is the Planning Commission'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 6. *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

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

SECTION 8. *Severability*. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the Planning Commission intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 9. *Preservation*. This Resolution does not affect any penalty, forfeiture, or liability incurred before, or prelude prosecution and imposition of penalties for any violation occurring before, this Resolution's effective date. Any such amended part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution.

SECTION 10. *Limitations.* The Planning Commission's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the Planning Commission's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the city's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 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. This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 13. The Secretary must certify to the adoption of this Resolution and forward a copy to the City Council.

SECTION 14. *Signature.* The Planning Commission Chairman, or presiding officer, is authorized to affix its signature to this Resolution signifying its adoption by the Planning Commission of the City of Monterey Park, and the Planning Commission Secretary is directed to attest.

PASSED, APPROVED, AND ADOPTED BY THE PLANNING COMMISSION OF THE CITY OF MONTEREY PARK THIS 27th DAY OF AUGUST 2024.

_____
Peter Fung, Chairperson

I hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Monterey Park at the regular meeting held on the 27th day of August 2024, by the following vote of the Planning Commission:

AYES: CHIANG, KWOK, SAM, WILSON

NOES: NONE
ABSTAIN: FUNG
ABSENT: NONE

ATTEST:

_____
Jessica Serrano, Secretary

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

By: _____
Justin A. Tamayo, Deputy City Attorney

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF MONTEREY PARK, CALIFORNIA, IN SUPPORT OF MEASURE G FOR A MORE ACCOUNTABLE, TRANSPARENT, AND REPRESENTATIVE LOS ANGELES COUNTY GOVERNMENT

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

SECTION 1: The City Council finds as follows:

A. The governance structure of Los Angeles County has remained unchanged since 1912, a time when the population was approximately 500,000 residents and before women were granted the right to vote.

B. Today, Los Angeles County is the most populous county in the nation, with over 10 million residents, and is served by only five elected supervisors, each representing approximately two million constituents.

C. The current structure limits the ability of the Board of Supervisors to be fully responsive to the diverse needs and challenges faced by communities across the County.

D. Reforming Los Angeles County's governance structure is necessary to address the region's most pressing issues and to ensure a County government that is truly accountable, transparent, and representative.

E. Measure G, a comprehensive governance reform package, has been placed on the November 2024 ballot by the Los Angeles County Board of Supervisors on July 30, 2024.

F. Measure G proposes to create an independent Ethics Commission, establish the position of an elected County Executive, and expand the Board of Supervisors, among other reforms.

G. The establishment of an independent Ethics Commission will enhance transparency, build public trust, and combat corruption within the County's governance.

H. The creation of an elected County Executive will provide necessary checks and balances, improve the efficiency of County operations, and ensure that the management of the County's budget is accountable to the public.

I. Expanding the Board of Supervisors from five to nine members will allow for more diverse voices to be heard and will increase the accessibility of Supervisors to the communities they represent.

J. Additional reforms in Measure G include the creation of a commission to review the County Charter every ten years, the establishment of a Department of Budget and Management and a County Legislative Analyst, the requirement for open budget hearings by departments annually, and the formation of a task force comprised of members of the public to oversee the implementation of these reforms.

K. Measure G represents a once-in-a-generation opportunity to bring necessary structural changes to Los Angeles County's government and to ensure that it can effectively address issues such as homelessness, public safety, social services, and meaningful public engagement.

L. The City of Monterey Park stands with the communities of Los Angeles County in calling for a government that is more accountable, transparent, representative, and that is capable of effectively addressing the challenges of the 21st century.

M. The City of Monterey Park strongly supports Measure G and urges the voters of Los Angeles County to approve these critical reforms on the ballot in November 2024.

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

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

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

PASSED AND ADOPTED this 18th day of September 2024.

_____
Thomas Wong, Mayor

Attest:

_____
Maychelle Yee, City Clerk

Approved as to Form:

_____
Karl H. Berger, City Attorney

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING AND RECOGNIZING OCTOBER 2024 AS DOMESTIC VIOLENCE AWARENESS MONTH

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

SECTION 1: The City Council finds as follows:

A. The month of October is designated as "National Domestic Violence Awareness Month" through a Proclamation issued on October 2, 1995, by President William Jefferson Clinton.

B. The 2024 Domestic Violence Awareness Month theme is Heal, Hold & Center. Everyone must work together, embrace the many cultural ways they can heal from violence and oppression, commit to holding space for survivors, and center those most marginalized in all of their efforts to end domestic violence.

C. Domestic violence disrupts communities throughout the nation causing harm to thousands of men, women, and children, destroying relationships, and disrupting social order.

D. National Domestic Violence Awareness Month supports public awareness efforts to educate each citizen about the detrimental effects of domestic violence and the need to focus on prevention, intervention, and treatment to strengthen our families and teach alternatives to violent behavior.

E. In October, battered victims will advocate nationwide and unite with government officials, corporations, unions, health care providers, legal services, and religious groups to organize events and activities that focus public attention on the negative impacts of domestic violence and the availability of services for victims.

F. To end domestic violence, we must address the problem at the societal, community, relationship, and individual levels.

G. The City of Monterey Park would like to remind everyone that healing is a journey. Individuals in a crisis situation or who need support for something that happened weeks, months, or even years ago can receive supportive care from well-trained advocates at the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or TTY 1-800-787-3224, 24-hours a day, 7 days a week. Live chats are also available on their website at https://www.thehotline.org/. Additionally, more resources can be found on the Domestic Violence Awareness Project website at: https://www.dvawareness.org/seeking-help.

H. The Monterey Park City Council hereby recognizes October 2024 as Domestic Violence Awareness Month in the City of Monterey Park and encourages all

citizens to promote efforts to reduce domestic violence and support domestic violence victims and their families.

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

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

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

PASSED AND ADOPTED this 18th day of September 2024.

_____
Thomas Wong, Mayor

Attest:

_____
Maychelle Yee, City Clerk

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING AND RECOGNIZING OCTOBER 3, 2024, AS LATINA EQUAL PAY DAY

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

SECTION 1: The City Council finds as follows:

A. October 3, 2024, is Latina Equal Pay Day. We recognize the wage gap that Latina women face as part of a broader set of disparities that Latina women encounter in homeownership, unemployment, poverty, access to childcare, and the ability to accumulate wealth.

B. Latinas are one of the fastest-growing, most influential groups in the United States. Latinas excel in every sector and industry in our country.

C. Latinas make up the second largest group of women workers in the United States at 13,900,000 workers nationwide. One in five people in the State of California is Latina.

D. Latinas continue to face the pay gap that is, on average, 51 cents to every dollar paid to white, non-Hispanic men. The wage disparity reflects the economic hurdles Latinas continue to encounter.

E. More than twelve million Latinas account for 17.57% of the female labor force, a figure that is projected to grow dramatically, according to the Bureau of Labor Statistics.

F. Nearly 4 in 10 mothers are primary breadwinners in their households, and nearly two-thirds of mothers are the primary or significant earners, making pay equity critical to the economic security of their families.

G. A lifetime of lower pay means women have less income to save for retirement and less income counted in a Social Security or pension benefit formula. Latinas lose $1,200,000 in potential earnings on a 40-year career.

H. Due to the wage gap, Latinas in California would have to work until 116 years of age to earn what a White non-Hispanic male earns by 60 years of age.

I. The wage gap is a disadvantage for Latinas, their families, and the economy, and fair pay in California would strengthen the security of individuals and families today, regardless of education or socioeconomic status, while enhancing our statewide economy.

J. Until the women who perform some of the most essential jobs can achieve economic security, our economy and communities will not be as strong as they possibly can be.

K. The Monterey Park City Council hereby proclaims October 3, 2024, as Latina Equal Pay Day in recognition of the need to eliminate the gender gap in earnings by women and to promote policies to ensure equal pay for all.

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

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

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

PASSED AND ADOPTED this 18th day of September 2024.

_____
Thomas Wong, Mayor

Attest:

_____
Maychelle Yee, City Clerk