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
February 19, 2025
6:30 p.m.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent service, foster growth and opportunity, and create a joyous and collaborative environment.

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 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 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 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 Explorers**
ROLL CALL **Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang**

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS

STAFF COMMUNICATIONS:

- Police
- Public Works
- Recreation and Community Services

[1.] PRESENTATION – None.

[2.] OLD BUSINESS – None.

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

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

3-A. MINUTES

It is recommended that the City Council consider:

(1) Approving the minutes from the regular meetings of December 4, 2024, December 18, 2024, and the special meetings of December 10, 2024 and December 18, 2024; and

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

3-B. AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CSG CONSULTANTS TO DEVELOP LAND USE REGULATIONS FOR THE SATURN PARK INNOVATION/TECHNOLOGY ZONE

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute an agreement with CSG Consultants, in a form approved by the City Attorney, for the scope of services described in Attachment 1, in an amount not to exceed $220,725;

(2) Authorizing a budget appropriation of $160,725 from the General Fund for the 2024-2025 fiscal year; and

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

3-C. AMENDMENT TO AGREEMENT NO. 2454-AA WITH SVT FLEET SOLUTIONS, LLC

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute an amendment to Agreement No. 2454-AA with SVT Fleet Solutions, in a form approved by the City Attorney, for maintenance and repair of fire engines, quint and other emergency vehicles for an amount not to exceed $125,000; and

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

3-D PURCHASE OF A LAW ENFORCEMENT VAN FOR THE NEIGHBORHOOD ENGAGEMENT TEAM (NET)

It is recommended that the City Council consider:

(1) Waiving additional bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050(2) and authorizing the Police Department to enter into a contract with National Auto Fleet Group for the purchase of a 2025 Ford Transit van.

(2) Authorizing the City Manager to execute an Agreement with National Auto Fleet Group, in a form approved by the City Attorney, for the purchase of a 2025 Ford Transit van for homeless outreach transportation within the NET Team in the amount of $87,496.27 for a total not to exceed $120,000.00 from the Police Department's Permanent Local Housing Allocation Grant Year.

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

3-E. ENTER INTO A 5-YEAR RENEWED AGREEMENT WITH LENSLOCK INC. IN THE AMOUNT OF $755,446.75 FOR IN-CAR CAMERAS, BODY WORN CAMERAS, VIDEO & DATA STORAGE SERVICES.

It is recommended that the City Council consider:

(1) Waiving bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050 (2) and authorize the City Manager to amend a contract (Agreement # 2154-A) with Lenslock Inc. in a form approved by the City Attorney, for the purchase of in-car cameras, body-worn cameras, video & data storage services; and

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

3-F. CONSIDER A REQUEST FOR ALCOHOL CONSUMPTION PERMITS AND PERMIT FEE WAIVERS ALLOWING THE ALHAMBRA EDUCATIONAL FOUNDATION TO CONDUCT ALCOHOL SALES AT THE PLAY DAYS CARNIVAL AND ELECTRIC PARK EVENTS

It is recommended that the City Council consider:

(1) Approving an Alcohol Consumption permit allowing the Alhambra Educational Foundation to conduct alcohol sales at the Play Days Carnival, May 8-11, 2025;

(2) Approving an Alcohol Consumption permit allowing the Alhambra Educational Foundation to conduct alcohol sales at the Electric Park event on October 4, 2025;

(3) Approving an Alcohol Consumption permit fee waiver of $250 per event;

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

3-G. S. ATLANTIC BLVD AND S. GARFIELD AVE PHASE VI WATER MAIN IMPROVEMENTS – AWARD OF CONTRACT

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with J.A. Salazar Construction & Supply Corp., in the amount of $3,467,275 for the S. Atlantic Blvd and S. Garfield Ave Phase VI Water Main Improvements, Specification No. 2024-010;

(2) Authorizing the Director of Public Works to approve change orders and contingency up to $173,364 or 5% of the contract amount;

(3) Authorizing City Manager to execute a Task Order to On-call Agreement 2452-AA, in a form approved by the City Attorney, with Terracon Consultants in the not to exceed amount of $67,000 for geotechnical services;

(4) Authorizing the City Manager to execute a Task Order to On-call Agreement 2455-AA, in a form approved by the City Attorney, with SA Associates., in the not to exceed amount of $230,000 for construction management and construction inspection services; and

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

CEQA (California Environmental Quality Act):

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

3-H. 2024-25 CONCRETE IMPROVEMENT PROJECT – AWARD OF PUBLIC WORKS CONTRACT TO CT&T CONCRETE PAVING, 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 CT&T Concrete Paving, Inc. in the contract amount of $230,957 for the 2024-25 Concrete Improvement Project;

(2) Authorizing the Director of Public Works to approve change orders not to exceed $34,644 over the total contract amount; and

(3) 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.

3-I. AMENDMENT TO AGREEMENT 2379-AA WITH WONDRIES FAMILY COLLISION CENTER

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute an Amendment to Agreement No. 2379-AA with Wondries Family Collision Center, in a form approved by the City Attorney, for autobody repair and painting services on City-owned vehicles for total amount of $145,000; and

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

3-J. CONSIDERATION OF FINAL MAP NO. 82607 FOR A SUBDIVISION OF 2.8 ACRES LOT INTO TWO PARCELS TO DEVELOP 63 TWO STORY TOWNHOME UNITS, LOCATED AT 126 NEW AVENUE

It is recommended that the City Council consider:

(1) Adopting a resolution approving Final Map No. 82607;

(2) Authorizing the City Manager to execute a Subdivision Improvement Agreement for Final Map No. 82607 in a form approved by the City Attorney; and

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

CEQA (California Environmental Quality Act):

Pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"), the Project is consistent with the Mitigated Negative Declaration and Mitigation Monitoring Program adopted by City Council on July 21, 2021 per Resolution No. 12259. No additional environmental review is necessary.

3-K. 2024-25 STREET OVERLAY AT VARIOUS LOCATIONS – AWARD OF PUBLIC WORKS CONTRACT TO ONYX PAVING COMPANY, 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 Onyx Paving Company, Inc. in the contract amount of $4,146,240 for the 2024-25 Street Overlay project at Various Locations City-wide;

(2) Authorizing the Director of Public Works to approve change orders not to exceed $216,152 over the total contract amount; and

(3) 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 contemplates the maintenance of City streets. Accordingly, no further environmental review is required.

3-L. AUTHORIZING VIA TRANSPORTATION INC. TO USE OFFICIAL CITY SEAL AND LOGOS FOR IMPLEMENTATION OF ON-DEMAND TRANSIT SERVICE

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute authorization form(s), in a form approved by the City Attorney, for the use of City seal, signs, trademarks and logos by Nomad Transit, LLC, a wholly owned subsidiary of Via Transportation, Inc. for the implementation of on-demand transit service; and

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

3-M. AWARD OF PUBLIC WORKS CONTRACT TO TANK SPECIALTIES, INC. DBA TANK SPECIALIST OF CALIFORNIA FOR UNDERGROUND STORAGE TANK REMOVAL AND ABOVE GROUND STORAGE TANK INSTALLATION

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 Tank Specialties, Inc. dba Tank Specialists of California for the removal of underground waste oil tanks and the installation of above ground waste oil tanks at the City Yard and Fire Station 1 facilities for the amount of $98,200;

(2) Authorizing the Director of Public Works to approve change orders and contingency up to $14,730 (15%) of the contract amount, for a total project cost of $112,930; and

(3) 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 – None.

[5.] NEW BUSINESS

5-A. CONSIDERATION AND POSSIBLE ACTION TO ADOPT RESOLUTION NO. XX - A RESOLUTION AUTHORIZING THE RECORDING OF A NOTICE OF SPECIAL ASSESSMENT FOR NUISANCE ABATEMENT AGAINST THE OWNER OF 803 LOMA VERDE STREET (APN 5262-020-014)

It is recommended that the City Council consider:

(1) Adopt Resolution No. 25-XX to authorize the recording of a notice of special assessment for nuisance abatement on the owner of 803 Loma Verde Street; or

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

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

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

ADJOURN

City Council Staff Report

DATE: February 19, 2025

AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council

FROM: Maychelle Yee, City Clerk

SUBJECT: Minutes

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the minutes from the regular meetings of December 4, 2024, December 18, 2024 and the special meetings of December 10, 2024 and December 18, 2024; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted by:

Maychelle Yee
City Clerk

Prepared by:

Michelle Martinez
Office Assistant II

Approved by:

Inez Alvarez
City Manager

ATTACHMENT(S):

1. Draft Minutes

ATTACHMENT 1

Draft Minutes

MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
REGULAR MEETING
DECEMBER 4, 2024

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, December 4, 2024 at 6:30 p.m.

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

FLAG SALUTE:
Mayor Wong led the flag salute.

ROLL CALL:
City Clerk Maychelle Yee called the roll:

Council Members Present:	Henry Lo arrived at 6:39 p.m., Vinh Ngo, Jose Sanchez, Thomas Wong, Yvonne Yiu
Council Members Absent:	None

ALSO PRESENT: City Manager Inez Alvarez, City Attorney Karl Berger, Assistant City Manager Diana Garcia, Director of Finance Martha Garcia, Fire Chief Chris Thompson, Director of Human Resources and Risk Management Christine Tomikawa, Director of Community Development Jessica Serrano, Director of Recreation and Community Services Robert Aguirre, City Librarian Kristin Olivarez, Director of Public Works Shawn Igoe, Police Chief Scott Wiese, Planning Manager Beth Chow, Fire Captain David Goetz, Senior Children's Librarian LV Frazier, Assistant Deputy City Clerk Helena Cho

VIRTUALLY PRESENT: Finance Manager Laura Borjon

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS: None.

PUBLIC COMMUNICATIONS

- Gina Garcia, resident, voiced her concern about traffic safety conditions around Monterey Highlands Elementary School and expressed her desire for an after-school pilot program for students.

- Erin Riches-Wong, resident, spoke about traffic safety conditions around Monterey Highlands Elementary School.

- Goretti Prieto Botana, resident, conveyed her opinion on traffic safety conditions around Monterey Highlands Elementary School and expressed her desire for an after-school pilot program for students.

STAFF COMMUNICATIONS

- City Manager's Office: Assistant City Manager Garcia presented a PowerPoint presentation inviting the public to the City of Monterey Park City Council reorganization and installation ceremony on December 10, 2024, at 6:00 p.m.

- Finance: Director of Finance Garcia presented a PowerPoint presentation inviting the residents to join the City of Monterey Park Housing and Urban Development (HUD) workshop on December 9, 2024, at 6:00 p.m. or January 28, 2025, at 6:00 p.m. to give feedback on how federal Community Development Block Grant (CDBG) and HOME Investment Partnerships funds may be used to meet the short-and long-term needs of the community. The public was also provided with information on how they can complete an online survey.

- Fire Department: Fire Captain Goetz showed a PowerPoint presentation on the importance of holiday safety and invited the residents to attend the Community Preparedness Clinic at Sequoia Park on December 14, 2024, from 9:00 a.m. to 12:00 p.m.

- Library: Senior Children Librarian Frazier presented a PowerPoint which displayed upcoming events for the month of December which include the Books & Blankets Winter Reading Program, the Employment Law, Know your Rights presented by the Legal AID Foundation of Los Angeles, the National Writing Letter Day Celebration with editor Sue Hodson as she discusses her latest book "I promise you I'll be home", the Kids' Art Workshop with Arts for All, the Teen Gift Wrapping Workshop, and the Winter Workshop & English Conversation workshop classes in January 2025.

- Police Department: Police Chief Wiese shared a PowerPoint presentation about tips on holiday shopping safety, home delivery tips, internet fraud prevention, and securing homes.

- Public Works: Director of Public Works Igoe provided a PowerPoint presentation about the completed and proposed water and sewer projects throughout the city.

- Recreation and Community Services: Director of Recreation & Community Services Aguirre presented a PowerPoint presentation on several upcoming events in the city, which include workshop collaborations with the Los Angeles County Department of Mental Health's "Make your Mental Health a Priority", the Mark Keppel High School "Love for Our Elders" workshop, and the "QIGONG" workshop with Dr. Ed Wong and the Rotary Club. He also spoke about upcoming activities, which include Letters to Santa, Holidays Snow Village, Santa's Jolly Journey, Holiday Bus Trip & Show, Winter Break Day Camp, the Holiday Luncheon & Celebration, and the Monterey Park Lunar New Year Festival.

1. PRESENTATION – None.

2. OLD BUSINESS – None.

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

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

Action Taken: The City Council approved and adopted Agenda Item Nos. 3A, 3D, 3E, 3F, 3G, 3H, 3I, 3J, and 3K on Consent Calendar, excluding Item Nos. 3B and 3C which were pulled for discussion, separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof.

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

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

3-A. MINUTES

It is recommended that the City Council consider approving the minutes from the regular meetings of September 18, 2024, October 2, 2024 and October 16, 2024.

Action Taken: The City Council approved the minutes from the regular meetings of September 18, 2024, October 2, 2024 and October 16, 2024, on Consent Calendar.

3-B. RECEIVE AND FILE 2023-2024 ANNUAL COMPREHENSIVE FINANCIAL REPORT

The City's auditor, The Pun Group LLP, an independent auditor and one of the nation's leading CPA firms, completed the audit of the City's annual financial statements for the fiscal year ending June 30, 2024. The audited financial statements are incorporated into an Annual Comprehensive Financial Report ("ACFR").

This is the second year that the Pun Group LLP is performing the annual audit of the City's financial records. The auditor issued an unmodified ("clean") opinion on the City's financial statements. An unmodified opinion indicates that the financial data of the City is fairly presented in accordance with generally accepted accounting principles ("GAAP") in the United States of America and the standards are applicable to the financial audits contained in Government Audit Standards, issued by the Comptroller General of the United States. These standards require that the auditors plan and perform the audit to obtain reasonable assurance as to whether the financial statements are free of material misstatement and accurately reflect the City's financial position. Additionally, the auditors' report does not indicate any negative findings, internal control deficiencies, or instances of noncompliance with applicable laws and regulations.

Discussion: Finance Manager Laura Borjon, virtually present, presented a PowerPoint presentation depicting details about the 2023-2024 Annual Comprehensive Financial Report.

Mark Hu, Assurance Services Manager from Pun Group LLP and Priscilla Davila, City Consultant from Davila & Associates, were available for questions.

Action Taken: The City Council received and filed the City's 2023-2024 Annual Comprehensive Financial Report ("ACFR").

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

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

3-C. RECEIVE AND FILE DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2023-2024

Government Code § 66006 requires cities to report annually on the status of Development Impact Fees, including the collection of revenue and expenditures of these funds. The report attached as Attachment 1 (to the staff report) and incorporated by reference summarizes the required financial information for Fiscal Year 2023-2024.

Action Taken: The City Council received and filed the Annual Report on Development Impact Fees for Fiscal Year 2023-2024.

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

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

3-D. FISCAL YEAR 2024 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM

The City of Monterey Park Fire Department received a Notice of Funding Opportunity ("NOFO") from the Federal Emergency Management Agency ("FEMA") regarding a formal invitation to submit a full application for consideration for Assistance to Firefighters Grant ("AFG") funds. The Fire Chief ("Chief") seeks to apply for this grant funding cycle.

The grant funds would be used to replace the Fire Department's ("Department") aging self-contained breathing apparatus. If the City is awarded grant funds for this project, the total proposed budget is $858,263.45, which includes a federal share request of $780,239.50, and a required applicant match of $78,023.95. The application Activity Title is Personal Protective Equipment: Respirator Decontamination System.

The Fire Chief recommends that the Council adopt a resolution authorizing the City Manager or designee, to apply for, receive, and appropriate grant funds for the Fiscal Year 2024 Assistance to Firefighters Grant Program for this project. The Application is due December 20, 2024. When the grant award decision is made and if the grant award is received, staff will inform City Council.

Action Taken: The City Council adopted Resolution No. 2024-R95 authorizing the City Manager or designee, to apply for, and administer the Assistance to Firefighters Grant ("AFG") program, including without limitation, accepting and spending grant funds, with the City cost share match of $78,023.95, for use towards replacing the aging self-contained breathing apparatuses for the Fiscal Year 2024-2025 and supplement the City's budget for Fiscal year 2024-2025 to appropriate monies to pay the City's cost share match, conditioned upon the City being awarded the AFG grant, on Consent Calendar.

Resolution No. 2024-R95
A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE, AND APPROPRIATE GRANT FUNDS FOR THE FISCAL YEAR 2024-2025 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM – PERSONAL PROTECTIVE EQUIPMENT: RESPIRATOR DECONTAMINATION SYSTEM (SCBA)

3-E. CODE ENFORCEMENT SERVICES AUGMENTATION WITH WILLDAN GROUP, INC.

On January 26, 2024, the City executed an on-call professional services agreement with the Wildan Group to provide special planning and municipal-related services. Wildan has provided multiple City departments with specialized services.

The Fire Chief would like to supplement routine code enforcement services with Willdan's assistance. This is a result of the City's ongoing challenge in finding qualified employees to fully staff the City's various departments.

Willdan's current professional services agreement allows the City to issue task orders for various services. Here, the requested action is to authorize the City Manager to issue a task order for supplemental code enforcement services in an amount not to exceed $150,000 per year.

Action Taken: The City Council authorized the City Manager to execute an agreement with Willdan Group, Inc. to provide code enforcement services to assist the Fire Department, in a form approved by the City Attorney, for an amount not to exceed $150,000 annually, on Consent Calendar.

3-F. CONSIDERATION AND POSSIBLE ACTION TO REINTRODUCE AND WAIVE FIRST READING OF AN ORDINANCE SETTING SPEED LIMITS BASED UPON CERTIFICATION OF THE 2017 ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMITS EFFECTIVE THROUGH OCTOBER 2031 AND THE 2024 ENGINEERING AND TRAFFIC SURVEY OF 26 LOCATIONS FOR SPEED LIMITS THROUGH OCTOBER 2038

The City's consultant, Transtech Engineers, Inc., assessed and certified 45 segments listed in the City's 2017 Engineering and Traffic Survey and determined that no significant changes in roadway or traffic conditions have occurred on these segments, (see Attachment 2 to the staff report) including, without limitation, changes in adjoining property or land use, roadway width, or traffic volume, and therefore the posted speed limits are valid for 14 years from the adopted date of the survey effective between October 2017 through October 2031.

Twenty-six of the original 73 segments from the 2017 City-wide speed survey were separately reviewed and a new Engineering and Traffic Survey ("ETS") was completed for these segments.

The first reading of the proposed ordinance was presented to City Council at the November 6, 2024, council meeting. The second reading was supposed to be agendized at the following City Council regular meeting, November 20, 2024. However, the second reading was inadvertently missed and therefore is being reintroduced. Accordingly, the Public Works Director recommends that the City Council consider reintroducing and waiving first reading of the attached Ordinance.

CEQA (California Environmental Quality Act):
This Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "CEQA Guidelines") because it consists only of minor revisions and clarifications to an existing code of speed control regulations established in accordance with California law and will not have the effect of deleting or substantially changing any regulatory standards or findings. This Ordinance, therefore, is an action being taken for enhanced protection of the environment and that does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines §§ 15301 as a minor alteration of existing public or private structures involving no expansion of use; 15305 as a minor alteration in land use limitations which do not result in any changes in land use or density; and 15308 as an action taken by a regulatory agency as authorized by California law to assure maintenance or protection of the environment.

Action Taken: The City Council reintroduced and waived first reading for an Ordinance setting speed limits throughout the City, on Consent Calendar.

Ordinance 1st Reading, entitled
AN ORDINANCE ESTABLISHING SPEED LIMITS FOR CERTAIN LOCATIONS AS PROVIDED BY MONTEREY PARK MUNICIPAL CODE § 10.32.010(B) IN ACCORDANCE WITH VEHICLE CODE § 22357 BASED UPON AN ENGINEERING AND TRAFFIC SURVEY AS DEFINED BY VEHICLE CODE § 627.

3-G. BRUGGEMEYER LIBRARY IMPROVEMENTS – AUTHORIZE PURCHASE OF NEW INDUSTRIAL POWER DIESEL GENERATOR FROM GENERAC INDUSTRIAL

The City has received a grant through the Building Forward Library Facilities Improvements Program to install a generator at the Bruggemeyer Library (the "Project"), which serves as one of the City's designated cooling centers and a designated backup Emergency Operations Center. To expedite the Project, staff is proposing to purchase the generator and related materials directly from the manufacturer due to their long lead time, as well as the time required to obtain the necessary South Coast Air Quality Management District ("SCAQMD") permit. This direct purchase approach will allow the City to reduce delays while concurrently advertising for bids to hire a contractor for the generator's installation, ensuring the project proceeds efficiently and within the required timelines.

Staff recommends that the City Council authorize the City Manager to purchase one Industrial Power Diesel Generator unit and related material, including processing SCAQMD permit from Generac Industrial in an amount not to exceed $167,497, with an additional contingency amount not to exceed $16,750. This recommendation covers the purchase of the equipment only, excluding any installation or associated costs.

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.

Action Taken: The City Council waived the bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(4), and authorized the City Manager to execute a contract with Generac Industrial, in a form approved by the City Attorney, not to exceed $167,497 and authorized the Director of Public Works to approve change orders and contingency up to $16,750, on Consent Calendar.

3-H. JANITORIAL SERVICES RFP – REJECT ALL SUBMITTED PROPOSALS

On September 19, 2024, the City issued a Request for Proposal ("RFP") for janitorial services and supplies, Janitorial Services, Proposal # 2024-M01. Two proposals were received by the submittal deadline of October 23, 2024. Staff recommends rejection of all proposals due to inconsistencies in the proposals received by both companies.

Action Taken: The City Council rejected all proposals received for the Request for Proposal for janitorial services and supplies, Janitorial Services, Proposal # 2024-M01, on Consent Calendar.

3-I. LANGLEY SENIOR CITIZEN CENTER, GARVEY RANCH MUSEUM, AND GEORGE ELDER GYMNASIUM ROOFS REPLACEMENT PROJECT – AWARD OF PUBLIC WORKS CONTRACT TO BEST CONTRACTING SERVICES, INC.

Capital Improvement Project ("CIP") No. 95035 – Langley Senior Citizen Center, Garvey Ranch Museum, and George Elder Gymnasium Roofs Replacement Project includes removal of existing roofing, re-roofing, and asbestos abatement (the Project"). Pursuant to Resolution No. 2024-R48, the Public Works Director solicited bids for the Langley Senior Citizen Center, Garvey Ranch Museum, and George Elder Gymnasium Roofs Replacement Project (Specification No. 2024-008).

The Notice Inviting Bids for this project was published with HLR Media LLC - Monterey Park Press on October 7 and October 14, 2024 with a bid due date of October 31, 2024. There were six addenda for the Project which incorporated additional work and extended the original bid opening date. The public bid opening for the Langley Senior Citizen Center, Garvey Ranch Museum, and George Elder Gymnasium Roofs Replacement Project was held on November 07, 2024. Three bids were received: Best Contracting Services, Inc., AME Builders, Inc., and Rite-Way Roof Corporation. It is recommended that City Council authorize the City Manager to execute a Public Works contract with Best Contracting Services, Inc., the lowest responsible bidder, for the Langley Senior Citizen Center, Garvey Ranch Museum, and George Elder Gymnasium Roofs Replacement Project in the amount of $978,450, plus a contingency amount not to exceed $97,845.

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.

Action Taken: The City Council authorized the City Manager to execute a public works contract, in a form approved by the City Attorney, with Best Contracting Services, Inc. in the contract amount of $978,450 for the Langley Senior Citizen Center, Garvey Ranch Museum, and George Elder Gymnasium Roofs replacement Project and authorized the Director of Public Works to approve change orders not to exceed $97,845 over the total contract amount, on Consent Calendar.

3-J. PAVEMENT MANAGEMENT PROGRAM – AWARD OF PROFESSIONAL SERVICES AGREEMENT TO NCE

In order to remain eligible for Proposition C transportation funding, local agencies are required to develop and implement a Pavement Management Program ("PMP") every three years. The PMP provides an inventory and assessment of the existing pavement conditions for the City's entire roadway system, and recommends the appropriate maintenance and rehabilitation strategies. In addition, the City is requesting an asset inventory that includes sidewalk, pavement marking and striping, curb marking and manholes and valves.

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 § 15061(b)(3) exempts activities that do not have the potential for causing a significant effect on the environment. This activity is purely administrative and does not contemplate any physical changes to the environment. Accordingly, it is not subject to further CEQA review.

Action Taken: The City Council authorized the City Manager to execute a professional services agreement, in a form approved by the City Attorney, with Nichols Consulting engineers, CHTD dba NCE in the contract amount of $98,977 for the Pavement Management Program and asset inventory services and authorized the Director of Public Works to approve change orders and contingency up to $9,900 (10%) of the contract amount, for a total project cost of $108,877, on Consent Calendar.

3-K. ON-CALL PROFESSIONAL SERVICES FOR PUBLIC WORKS DEPARTMENT

Staff recommends executing on-call professional services agreements with various consulting firms to provide engineering services to the Public Works and Community Development departments. The City has worked with ten out of the thirteen proposed firms. The selected firms provide services in a variety of areas including, without limitation, civil engineering, capital project management, construction management and inspection, plan checking, grant management, surveying and mapping, and building and safety services. All firms have staff that are highly qualified and experienced to meet the City's various needs. Individual task orders assigned to each firm will not exceed $60,000, however multiple task orders may be issued.

Action Taken: The City Council authorized (1) the City Manager to execute 3-year professional services agreements with consulting firms listed in Attachment 1 (to the staff report), in a form approved by the City Attorney, for On-call Engineering services; (2) approved Task Order No. 1 with Transtech Engineers, Inc., in a form approved by the City Attorney, for staff augmentation in the Public Works department, not to exceed $845,000 annually; (3) approved Task Order No. 2 with Transtech Engineers, Inc, in a form approved by the City Attorney, for staff augmentation and plan check services in the Community Development department, not to exceed $1,150,000 annually; and (4) appropriated $275,000 unanticipated General Fund revenue and allocating the funds to the FY 24-25 Budget for Task Order No. 2, on Consent Calendar.

4. PUBLIC HEARING

4-A. A PUBLIC HEARING TO CONSIDER INTRODUCTION AND FIRST READING OF ZONE CHANGE NO. ZC-24-03 ("ZC-24-03"), AN ORDINANCE TO REZONE CERTAIN PROPERTIES WITHIN THE CITY TO BE CONSISTENT WITH THE GENERAL PLAN LAND USE AND URBAN DESIGN ELEMENT

On November 3, 2020, the City's voters initiated changes to the zoning designations for properties throughout the City for consistency between the General Plan and Zoning Map when they voted to approve the Land Use and Urban Design Element of the General Plan ("LUE").

In 2023, the City began efforts in the Our City, Our Plan Campaign to implement the General Plan Land Use and Urban Design Element ("LUE") and the Housing Element ("HE"), which sets the vision for development within the City. The General Plan is implemented through the zoning regulations located in Title 21 of the Monterey Park Municipal Code ("MPMC"). MPMC section 21.02.220 adopts a zoning map which assigns a zoning designation to each property in the City. This proposed ordinance will change the zoning designations for properties throughout the City to harmonize the zoning designation with the General Plan Land Use Designation consistent with voter's approval of the LUE.

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 § 15168 provides that a Program EIR may be prepared to consider the environmental impacts of a series of actions that can be characterized as one large project that are related as logical parts in a chain of contemplated actions. The proposed Ordinance is within the scope of the City's Focused General Plan Update to the Land Use and Urban Design Element which was evaluated under a Final Environmental Impact Report ("FEIR") (SCH No. 2001-01-1074). The FEIR adequately describes and considers the proposed Ordinance for CEQA purposes. Accordingly, the Ordinance is not subject to further environmental review.

Public Speakers:

- Maychelle Yee, speaking as a resident, questioned the city council's authority in land use designation. She claimed a potential error in the Land Use Element regarding distilleries & breweries with the Saturn Park area and requested written clarification from City Manager Alvarez concerning this matter.

- City Clerk Yee read, received and filed into the record a written communication from the Law Office of Cynthia Bell who represents the OII Site Custodial Trust. She voiced her concerns regarding the proposed zone changes allowed in an open space and stated that it is incompatible with the allowed use of the site and would like to discuss the matter further with the City Council.

Discussion: Director of Community Development Serrano along with Planning Manager Chow presented a PowerPoint presentation on the item.

Action Taken: The City Council opened the public hearing at 8:36 p.m. and took testimonial and documentary evidence; after closed the public hearing at 8:40 p.m. and considered the evidence submitted during that public hearing, introduced and waived first reading of an ordinance amending the zoning map for certain properties for consistency with the General Plan, Land Use, and Urban Design Element.

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

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

Ordinance 1st reading, entitled
AN ORDINANCE AMENDING THE ZONING MAP (ZC-24-03) TO CHANGE THE ZONING FOR CERTAIN PROPERTIES FOR CONSISTENCY WITH THE GENERAL PLAN, LAND USE AND URBAN DESIGN ELEMENT

5. NEW BUSINESS- None.

6. CITY COMMUNICATIONS (CITY COUNCIL)

6-A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, REAFFIRMING THE CITY'S ADHERENCE TO RESOLUTION 11895, AFFIRMING THE CITY'S COMMITMENT TO COMPLYING WITH CALIFORNIA STATE LAW SB 54, THE CALIFORNIA VALUES ACT, REGARDING IMMIGRATION ENFORCEMENT AND AFFIRMING THAT THE POLICIES OF THE MONTEREY PARK POLICE DEPARTMENT, INCLUDING POLICY 413, ARE CONSISTENT WITH SB 54 (As Requested by Mayor Wong)

Action Taken: The City Council adopted Resolution No. 2024-R96 reaffirming the city's adherence to resolution 11895, affirming the city's commitment to complying with California State Law SB 54, the California Values Act, regarding immigration enforcement and affirming that the policies of the Monterey Park Police Department, including Policy 413, are consistent with SB 54.

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

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

Resolution No. 2024-R96
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, REAFFIRMING THE CITY'S ADHERENCE TO RESOLUTION 11895, AFFIRMING THE CITY'S COMMITMENT TO COMPLYING WITH CALIFORNIA STATE LAW SB 54, THE CALIFORNIA VALUES ACT, REGARDING IMMIGRATION ENFORCEMENT AND AFFIRMING THAT THE POLICIES OF THE MONTEREY PARK POLICE DEPARTMENT, INCLUDING POLICY 413, ARE CONSISTENT WITH SB 54

CITY COUNCIL COMMUNICATIONS

Council Member Sanchez spoke about his appreciation for the passing of Resolution No. 2024-R96. He also thanked Council Member Yiu for her service on the City Council and her commitment to Monterey Park as her time on the city council came to an end. He talked about the Snow Village event and thanked the city for organizing it and urged the public to support the upcoming Holiday Toy Drive in order to give back to the community.

Council Member Lo expressed gratitude to Council Member Yiu and spoke about his trip to Sacramento for the start of the new legislative session.

Council Member Yiu expressed her appreciation to all her fellow colleagues, family, and the community.

Mayor Pro Tem Ngo spoke about being thankful during the holiday season and showed appreciation to all the events the city puts together for not only our community to enjoy but also neighboring cities. He also spoke about attending the Overseas Student Recognition Program, the Southern California Council of Chinese Schools Fall Awards Ceremony, the Arcadia City Council Installation Ceremony, and Assemblymember Fong's Holiday Toy Drive. He also thanked Council Member Yiu for her service on the City Council and her commitment to Monterey Park.

Mayor Wong spoke about his appreciation for city staff and their efforts in putting all the holiday events together for residents and visitors to enjoy. He also thanked Council Member Yiu for her service on the City Council and her commitment to Monterey Park. He directed staff to contact the Los Angeles County Board of Supervisors on obtaining resources for immigrants.

7. FUTURE AGENDA ITEMS

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

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

_____
Maychelle Yee
City Clerk

Approved on MM DD, 2025, at the Regular City Council Meeting

MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
DECEMBER 10, 2024

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Tuesday, December 10, 2024, at 6:00 p.m.

CALL TO ORDER:
Mayor Sanchez called the meeting to order at 6:14 p.m.

FLAG SALUTE:
The Monterey Park Police Color Guard led the flag salute. The Pledge of Allegiance was presented by Civic Superstars Liliana Kazachka and Alexander Kazachki.

ROLL CALL:
City Clerk Maychelle Yee called the roll:

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

ALSO PRESENT: City Treasurer Amy Lee, City Manager Inez Alvarez, City Attorney Karl Berger, Assistant City Manager Diana Garcia, City Librarian Kristin Olivarez, Public Works Director Shawn Igoe, Finance Director Martha Garcia, Fire Chief Christopher Thompson, Police Chief Scott Weise, Director of Human Resources and Risk Management Christine Tomikawa, Recreation and Community Services Director Robert Aguirre, Community Development Director Jessica Serrano, Deputy City Clerk Cindy Trang

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

PUBLIC COMMUNICATIONS

- Outgoing Mayor Wong recognized special guests in attendance, which include former City Council Members Peter Chan, Steven Lam, David Lau, former Assemblymember Mike Eng; former City Clerk Teresa Amador; Arcadia's newly elected Council Member David Fu, and re-elected Council Member Paul Cheng; newly installed Alhambra Mayor Noya Wang and former Mayor Adele Andrade-Stadler; Temple City Mayor William Man; San Gabriel Vice Mayor Denise Menchaca, and Council Member Tony Yang; Garvey School District Board of Education Paul Duran, Maureen Chin, Ronald Trabanino and Andy Yam; Garvey School District Superintendent Anita Chu; Los Angeles County Board of Supervisors Member Hilda L. Solis; California State Senator Sasha Renée Pérez; Assemblymember Mike Fong and Judge of the Superior Court of Los Angeles Linda Sun.

NEW BUSINESS

1. OUTGOING ADDRESS BY COUNCIL MEMBER YVONNE YIU

A video presentation was shown, displaying the accomplishments of outgoing Council Member Yiu during her time on Council.

An additional video was presented, exhibiting outgoing Council Member Yiu's years of service.

Council Member Sanchez, Council Member Lo, Mayor Pro Tem Ngo, and outgoing Mayor Wong provided comments of appreciation to outgoing Council Member Yiu.

Outgoing Council Member Yiu delivered her outgoing City Council Address, conveying her appreciation to her City Council colleagues and shared her next steps in educating individuals on financial literacy.

2. OUTGOING ADDRESS BY MAYOR THOMAS WONG

Outgoing Mayor Wong shared his outgoing City Council Address, expressing the accomplishments achieved for the city throughout the year and mentioned his gratitude to his City Council colleagues.

3. ADOPTING A RESOLUTION CERTIFYING THE RESULTS OF THE NOVEMBER 5, 2024 GENERAL MUNICIPAL ELECTION

The City held its General Municipal Election on November 5, 2024. Three individuals were elected to the City Council from District Nos. 2, 3 and 4 for a term of four years. Additionally, voters considered two ballot propositions, Measure BE, regarding a business license tax and Measure LG regarding a transient occupancy tax. The election was consolidated with the Statewide General Election.

Action Taken: The City Council adopted Resolution No. 2024-R97 certifying the results of the November 5, 2024 General Municipal Election which include Ordinance No. 2254, Measure BE and Ordinance No. 2255, Measure LG.

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

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

Resolution No. 2024-R97
A RESOLUTION DECLARING THE RESULTS OF THE GENERAL AND SPECIAL MUNCIPAL ELECTIONS HELD NOVEMEMBER 5, 2024

Ordinance No. 2254
AN ORDINANCE, WITHOUT INCREASING TAXES ON RESIDENTS, UPDATING/SIMPLIFYING CITY OF MONTEREY PARK'S 35-YEAR-OLD BUSINESS LICENSE TAX RATES, ENSURING FAIRNESS TO ALL BUSINESSES AND HELPING FUND GENERAL CITY SERVICES, INCLUDING KEEPING PUBLIC/BUSINESS AREAS SAFE/CLEAN; PREVENTING CRIME/THEFTS; STRENGTHENING THE LOCAL ECONOMY; BY REVISING THE TAX RATE TO 0.00075 PER $1,000 OF GROSS RECEIPTS ($75 YEARLY MINIMUM TAX), GENERATING APPROXIMATELY $1,200,000 ANNUALLY UNTIL ENDED BY VOTERS, REQUIRING SPENDING DISCLOSURE, FUNDS LOCALLY CONTROLLED

Ordinance No. 2255
AN ORDINANCE PROVIDING FUNDING FOR CITY OF MONTEREY PARK'S GENERAL SERVICES SUCH AS MAINTAINING 911 EMERGENCY RESPONSE AND FIRE PROTECTION; INCREASING NEIGHBORHOOD POLICE PATROLS; MAINTAINING PARKS; SUPPORTING YOUTH, AFTERSCHOOL, AND SENIOR PROGRAMS; REPAIRING STREETS AND POTHOLES; BY INCREASING THE CITY OF MONTEREY PARK'S TRANSIENT OCCUPANCY TAX, PAID ONLY BY HOTEL/MOTEL AND SHORT-TERM RENTAL GUESTS, FROM 12% TO 13%, PROVIDING APPROXIMATELY $500,000 ANNUALLY UNTIL ENDED BY VOTERS; REQUIRING SPENDING DISCLOSURE, FUNDS LOCALLY CONTROLLED

RECESSED AND RECONVENED
The City Council recessed at 6:45 p.m. and reconvened with all Council Members present at 6:52 p.m.

4. THE OATH OF OFFICE TO THE NEWLY ELECTED OFFICIALS

The Oath of Office for incoming City Council Member Elizabeth Yang, representing District No. 2, was conducted by California Assemblymember Mike Fong.

The Oath of Office for re-elected Council Member Jose Sanchez, representing City Council District No. 3, was conducted by Los Angeles County Supervisor Hilda Solis.

The Oath of Office for re-elected City Council Member Henry Lo, representing District No. 4, was conducted by California State Senator Sasha Renée Perez.

5. ROLL CALL OF NEW COUNCIL MEMBERS

City Clerk Maychelle Yee called the roll:

Council Members Present: Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang
Council Members Absent: None

6. REORGANIZATION OF MONTEREY PARK CITY COUNCIL

It is recommended the City Council consider appointing the Mayor and the Pro Tem in accordance with City Council policy established by Resolution No. 11507.

Action Taken: The City Council appointed Vinh Ngo as Mayor and Elizabeth Yang as Mayor Pro Tem in accordance with City Council policy established by Resolution No. 11507.

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

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

7. MAYOR PRO TEM INSTALLATION OF ELIZABETH YANG

Mayor Pro Tem Yang's mother, Kelly Yang; husband, Phil Cheng; daughter, Liliana Kazachka; and son, Alexander Kazachki, presented Mayor Pro Tem Yang with her badge and business cards.

Mayor Pro Tem Yang provided comments about her planned contributions to the city.

8. MAYORAL INSTALLATION OF VINH NGO

The Oath of Office for incoming Mayor Ngo was conducted by California Assemblymember Mike Fong.

Mayor Ngo's father, Khoai Ngo and fiancé, Amy Vuong, presented Mayor Ngo with his badge, business cards and gavel.

9. PRSENTATIONS

- Mike Eng, representing Congresswoman Judy Chu, presented certificates to outgoing Council Member Yvonne Yiu, and to the incoming/current elected officials.

- California State Senator Sasha Renée Pérez congratulated the elected officials on this year's election and outgoing Council Member Yiu and presented certificates to all of City Council.

- Assemblymember Mike Fong showed his appreciation to newly installed Mayor Ngo, outgoing Council Member Yiu and the incoming elected City Council Members and presented certificates for their efforts in improving Monterey Park.

- Candy Ng, on behalf of the Los Angeles County Assessor Jeff Prang, dedicated certificates to the City Council for their services.

- Temple City Council Member William Man spoke of his appreciation to the City Council and presented certificates in their honor, including outgoing Council Member Yiu.

- Newly installed Alhambra Mayor Noya Wang and former Alhambra Mayor and Council Member Adele Andrade-Stadler, presented certificates in appreciation to the City Council.

- Arcadia City Council Member David Fu alongside Council Member Paul Cheng and Council Member Eileen Wang, congratulated the incoming Council Members for a great election and presented certificates of appreciation to outgoing Council Member Yiu and Council Member Wong.

- San Gabriel Vice Mayor Denise Menchaca, elected Council Member Jorge Herrera Avila and Council Member Tony Yang, recognized the incoming Council Members and outgoing Council Member Yiu and shared certificates of their appreciation.

- Garvey School District Board of Education Paul Duran awarded certificates to the City Council.

- City Clerk Yee presented certificates on behalf of the Alhambra Unified School District and the City of Montebello to outgoing Council Member Yiu, Council Member Wong and Mayor Ngo.

10. MAYOR'S ADDRESS

Mayor Ngo expressed his appreciation to his colleagues and presented his goals for Monterey Park.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 8:41 p.m.

_____
Maychelle Yee
City Clerk

Approved on MM DD, 2025, at the Regular City Council Meeting

MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
DECEMBER 18, 2024

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council Special Meeting of the Council in Room 266, Second Floor of City Hall located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, December 18, 2024, at 5:30 p.m.

CALL TO ORDER:
Mayor Wong called the meeting to order at 5:34 p.m.

FLAG SALUTE:
Mayor Wong led the flag salute.

ROLL CALL:
City Manager Alvarez called the roll:

Council Members Present:	Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang
Council Members Absent:	None

ALSO PRESENT: City Manager Inez Alvarez, City Attorney Karl Berger, Deputy City Clerk Trang

VIRTUALLY PRESENT: None

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS: None.

PUBLIC COMMUNICATIONS: None.

1. OPEN SESSION

1-A. APPOINT LABOR NEGOTIATOR FOR CONTRACT NEGOTIATIONS WITH CITY MANAGER

Action Taken: The City Council appointed the City Attorney as negotiator for Closed Session Item No. 2-B.

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

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

2. CLOSED SESSION

The City Council adjourned to Closed Session at 5:35 p.m.

2-A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Government Code § 54956.9(d)(1): ONE

Ruben Trinidad v. City of Monterey Park (filed on May 11, 2023) LASC Case No. 23AHCV01076

2-B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (ROUTINE) (Pursuant to Government Code § 54957(b)(1))

Title: City Manager

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:28 p.m.

Action Taken: No reportable action taken in Closed Session.

_____

Maychelle Yee
City Clerk

Approved on MM DD, 2025, at the Regular City Council Meeting

MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
REGULAR MEETING
DECEMBER 18, 2024

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, December 18, 2024 at 6:30 p.m.

CALL TO ORDER:
Mayor Ngo called the meeting to order at 6:37 p.m.

FLAG SALUTE: The Monterey Park Police Explorers led the flag salute.

ROLL CALL:
Deputy City Clerk Cindy Trang called the roll:

Council Members Present:	Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang
Council Members Absent:	None

ALSO PRESENT: City Treasurer Amy Lee, City Manager Inez Alvarez, City Attorney Karl Berger, Assistant City Manager Diana Garcia, Fire Chief Chris Thompson, Director of Human Resources and Risk Management Christine Tomikawa, Director of Community Development Jessica Serrano, City Librarian Kristin Olivarez, Director of Public Works Shawn Igoe, Director of Recreation and Community Services Robert Aguirre, Economic Development Manager Joseph Torres, Financial Services Manager Laura Borjon, Planning Manager Beth Chow, Recreation Manager Christina Alatorre, Rebecca Bojorquez Principal Management Analyst, Deputy City Clerk Trang, Office Assistant II Michelle Martinez

VIRTUALLY PRESENT: Director of Finance Martha Garcia, Acting City Planner Johnathan Turner

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS:

City Manager Alvarez requested to move Agenda Item Nos. 5A and 5D to be heard after Agenda Item No. 1A.

PUBLIC COMMUNICATIONS: None

STAFF COMMUNICATIONS

This item was heard after Agenda Item No. 2A.

- Community Development: Economic Development Manager Torres presented a PowerPoint update on the Taste of Downtown Monterey Park program, and its extension to allow the residents to continue benefiting from the program.

- Public Works: Director of Public Works Igoe shared a PowerPoint presentation on trash and recycling opportunities for the residents during the Holidays.

1. PRESENTATION:
The matters listed under presentation are informational content and for discussion only.

This Agenda Item was heard after Public Communications.

1-A. ALHAMBRA UNIFIED SCHOOL DISTRICT SUPERINTENDENT OF THE YEAR, DR. DENISE JARAMILLO

Mayor Ngo presented an award to Alhambra Unified School District's (AUSD) Superintendent Dr. Denise Jaramillo for her years of service. Dr. Jaramillo shared comments of appreciation and spoke about her time in AUSD.

2. OLD BUSINESS:

2-A. COMPLIANCE REVIEW OF DEVELOPMENT AGREEMENT NO. 2261-AA DATED OCTOBER 6, 2021 REGULATING REAL PROPERTY AT 100-200 SOUTH GARFIELD AVENUE (THE "PROJECT")

On November 20, 2024, a representative from Rykadan 005, LLC ("Rykadan" or the "Developer") submitted documents to the City Council during public comment ("Developer Comments"). A copy of that document is attached for reference. In sum, Developer seeks to amend a Project that the City Council approved in 2021 via Development Agreement No. 2261-AA (the "Development Agreement").

Section 6.1 of the Development Agreement provides that the City may conduct annual reviews of the Project after building permits are issued to determine whether the Developer is acting in good-faith compliance with the Development Agreement. Condition of Approval ("COA") Nos. 3, 5, 8, and 136 provide authority for the City Council to review the Project at any time. Based upon the Developer Comments, it seems prudent to provide the City Council with a full overview the Project's status.

CEQA (California Environmental Quality Act):
These actions are exempt from additional review under the California Environmental Quality Act (California Public Resources Code §§ 2100, *et seq*., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq*.) pursuant to CEQA Guidelines § 15061(b)(3) the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment applies to the recommended action. It can be seen with certainty that there is no possibility that the proposed action has a significant effect on the environment.

This item was heard after Agenda Item No. 5D.

Discussion: City Manager Alvarez provided a staff report depicting the documents submitted by Rykadan 005, LLC to the City Council on November 20, 2024.

City Attorney Berger and Acting City Planner Johnathan Turner, virtually present, were available for questions.

Action Taken: By Consensus**,** the City Council received and filed this report (**NOTE:** any alterations to the project proposed by Rykadan 005, LLC **must** be processed in accordance with applicable law, i.e., the City Council **may not** "approve" any changes requested by the developer). Mayor Pro Tem Yang had a conflict of interest, as her business property resides within 500 feet of the proposed project, she recused herself from the dais at 8:00 p.m., and returned at 8:13 p.m. and did not participate on this item.

3. CONSENT CALENDAR ITEMS NOS. 3A-3G

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.

Consent Calendar Items were heard after Staff Communications.

Action Taken: The City Council approved and adopted Agenda Item Nos. 3A, 3B, 3C, 3D, 3E, 3F, 3G on Consent Calendar, reading resolutions and ordinances by the title only and waiving further reading thereof. Mayor Pro Tem Yang declared a Conflict of Interest on Agenda Item No. 3C as her business property resides within 1000 feet of the proposed project and did not participate on the item.

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

Ayes:	Council Members:	Wong, Sanchez, Lo, Yang, Ngo
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	Yang, for Agenda Item No. 3C

3-A. MINUTES

It is recommended that the City Council consider approving the minutes from the regular meeting of November 6, 2024 and the special community meeting of November 19, 2024

Action Taken: The City approved the minutes from the regular meeting of November 6, 2024 and the special community meeting of November 19, 2024, on Consent Calendar.

3-B. MONTHLY INVESTMENT REPORT – NOVEMBER 2024

As of November 30, 2024, invested funds for the City of Monterey Park total $90,814,001.24.

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

3-C. WAIVE FURTHER READING AND ADOPT ZONE CHANGE (ZA-24-03), AN ORDINANCE AMENDING THE ZONING MAP FOR CERTAIN PROPERTIES FOR CONSISTENCY WITH THE GENERAL PLAN, LAND USE AND URBAN DESIGN ELEMENT.

On November 3, 2020, the City's voters initiated changes to the zoning designations for properties throughout the City for consistency between the General Plan and Zoning Map when they voted to approve the Land Use and Urban Design Element of the General Plan ("LUE").

In 2023, the City began efforts in the *Our City, Our Plan* Campaign to implement the General Plan Land Use and Urban Design Element ("LUE") and the Housing Element ("HE"), which sets the vision for development within the City. The General Plan is implemented through the zoning regulations located in Title 21 of the Monterey Park Municipal Code ("MPMC"). MPMC section 21.02.220 adopts a zoning map which assigns a zoning designation to each property in the City. This proposed ordinance will change the zoning designations for properties throughout the City to harmonize the zoning designation with the General Plan Land Use Designation consistent with voter's approval of the LUE.

The Ordinance was introduced and received first reading at the December 4, 2024 City Council meeting. The original staff report (from December 4, 2024) is attached for reference. Second reading and adoption of this Ordinance is recommended. If adopted, the ordinance will take effect in 30 days.

As a note, a change was made to correct a typographical error on the Ordinance, Exhibit A, Page 1 (to the staff report) for Assessor's Parcel Number 5254-019-105. This property was listed as having existing zoning of Commercial Services (C-S), however the property is currently zoned Single Family Residential (R-1). The property will be re-designated to the Office Professional (O-P) zone, as indicated. The table been corrected to reflect the correct existing zoning designation.

Action Taken: The City Council waived the second reading and adopted Ordinance No. 2256, on Consent Calendar. Mayor Pro Tem Yang declared a Conflict of Interest on Agenda Item No. 3C as her business property resides within 1000 feet of the proposed project and did not participate on the item.

Ordinance No. 2256
AN ORDINANCE AMENDING THE ZONING MAP (ZC-24-03) TO CHANGE THE ZONING FOR CERTAIN PROPERTIES FOR CONSISTENCY WITH THE GENERAL PLAN, LAND USE AND URBAN DESIGN ELEMENT

3-D. ACCEPTANCE OF SGVMWD GRANT FOR IRRIGATION CONTROL SYSTEMS

The San Gabriel Valley Municipal Water District ("SGVMWD") is awarding the city $50,000 grant funding for water conservation projects. The grant requires that the City first spend its funds, and submit invoices to SGVMWD for reimbursement. The Public Works Director ("Director") requests the City Council allocate $50,000 from the FY 2024- 2025 budget ("Budget"), and accept grant funding from SGVMWD reimbursing the City in the same amount and allocate such grant funding to the Budget.

Action Taken: The City Council (1) accepted and allocated grant funding in the amount of $50,000 from the San Gabriel Valley Municipal Water District ("SGVMWD") for Irrigation Control Systems; (2) authorized the City Manager to execute the Grant Agreement, in a form approved by the City Attorney, with SGVMWD for this grant program; and (3) authorized the Finance Department to appropriate $50,000 in funding from the FY 2024-2025 budget, on Consent Calendar.

3-E. BRUGGEMEYER LIBRARY HVAC IMPROVEMENTS – AWARD OF CONTRACT

Capital Improvement Project ("CIP") No. 95038 – Bruggemeyer Library HVAC Improvements project includes the replacement of existing 26 HVAC units at the Bruggemeyer Library (the "Project"). Pursuant to Resolution No. 2024-R48, the Public Works Director ("Director") solicited bids for the Bruggemeyer Library HVAC Improvements project (Specification No. 2024-009).

The public bid opening for the Bruggemeyer Library HVAC Improvements project was held on November 21, 2024. Five bids were received: Bon Air Inc., Direct AC Inc., AC Pros Inc., Simco Mechanical, and FM Thomas Air Conditioning. It is recommended that City Council authorize the City Manager to execute a Public Works contract with Bon Air, Inc., the lowest responsible bidder, for the Project in the amount of $261,847, plus a contingency amount not to exceed $26,185.

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"). The proposed activity contemplates maintenance, repair, and operation of Bruggemeyer Library by replacing mechanical equipment which involves no expansion of the existing use.

Action Taken: The City Council authorized the City Manager to execute a public works contract substantially similar to Attachment No. 3 (to the staff report) in a form approved by the City Attorney, with Bon Air, Inc., in the amount of $261,847 for the Bruggemeyer Library HVAC Improvements Project and authorized the Director of Public Works to approve change orders and contingency up to $26,185 (10%) of the contract amount, for a total project cost of $288,032, on Consent Calendar.

3-F. CONSIDERATION AND POSSIBLE ACTION TO REINTRODUCE AND WAIVE FIRST READING OF AN ORDINANCE SETTING SPEED LIMITS BASED UPON CERTIFICATION OF THE 2017 ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMITS EFFECTIVE THROUGH OCTOBER 2031 AND THE 2024 ENGINEERING AND TRAFFIC SURVEY OF 26 LOCATIONS FOR SPEED LIMITS THROUGH OCTOBER 2038

The City's consultant, Transtech Engineers, Inc., assessed and certified 45 segments listed in the City's 2017 Engineering and Traffic Survey and determined that no significant changes in roadway or traffic conditions have occurred on these segments, (see Attachment 2 to the staff report) including, without limitation, changes in adjoining property or land use, roadway width, or traffic volume, and therefore the posted speed limits are valid for 14 years from the adopted date of the survey effective between October 2017 through October 2031.

Twenty-six of the original 73 segments from the 2017 City-wide speed survey were separately reviewed and a new Engineering and Traffic Survey ("ETS") was completed for these segments.

The first reading of the proposed ordinance was presented to City Council at the November 6, 2024, council meeting. The second reading was supposed to be agendized at the following City Council regular meeting, November 20, 2024. However, the second reading was inadvertently missed and therefore was reintroduced at the December 4, 2024 meeting. Regrettably, the December 4th staff report did not include the proposed ordinance as an attachment which requires the ordinance be reintroduced a third time. Accordingly, the Public Works Director recommends that the City Council consider reintroducing and waiving first reading of the attached Ordinance.

CEQA (California Environmental Quality Act):
This Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq*., the "CEQA Guidelines") because it consists only of minor revisions and clarifications to an existing code of speed control regulations established in accordance with California law and will not have the effect of deleting or substantially changing any regulatory standards or findings. This Ordinance, therefore, is an action being taken for enhanced protection of the environment and that does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines §§ 15301 as a minor alteration of existing public or private structures involving no expansion of use; 15305 as a minor alteration in land use limitations which do not result in any changes in land use or density; and 15308 as an action taken by a regulatory agency as authorized by California law to assure maintenance or protection of the environment.

Action Taken: The City Council reintroduced and waived the first reading for an Ordinance setting speed limits throughout the City, on Consent Calendar.

Ordinance 1st reading, entitled:
AN ORDINANCE ESTABLISHING SPEED LIMITS FOR CERTAIN LOCATIONS AS PROVIDED BY MONTEREY PARK MUNICIPAL CODE § 10.32.010(B) IN ACCORDANCE WITH VEHICLE CODE § 22357 BASED UPON AN ENGINEERING AND TRAFFIC SURVEY AS DEFINED BY VEHICLE CODE § 627

3-G. AMENDMENT TO AGREEMENT 2428-AA WITH U.S. BUILDERS AND CONSULTANTS, INC.

On June 18, 2024, City Council approved a Public Works contract with U.S. Builders and Consultants, Inc. for the Langley Senior Citizen Center and Barnes Park Gymnasium Restroom Rehabilitation Projects. The Public Works contract was for a total amount of $977,812 and a contingency of $84,917 of the contract amount.

Following the award and construction of men's and women's restrooms in one area at the Langley Center, it was determined that it would be best at this time to replace the flooring at the other men's and women's restrooms. US Builders who were awarded the contract to renovate the restrooms provided a proposal for the additional work. It is recommended that City Council approve an amendment to Agreement No. 2428-AA with U.S. Builders and Consultants, Inc., to complete additional restroom renovation work at the Langley Senior Center in the amount of $69,995 including labor and 15% contingency

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.

Action Taken: The City Council authorized the City Manager to execute the First Amendment, in a form approved by the City Attorney, to Agreement No. 2488-AA with U.S. Builders and Consultants, Inc., to complete additional restroom renovation work at the Langley Senior Center in the amount of $80,495 including labor and 15% contingency; and approved an appropriation of $80,495 from CDBG Fund – 362 to the FY 24-25 budget, on Consent Calendar.

4. PUBLIC HEARING: None.

5. NEW BUSINESS

5-A. ADOPT AN ORDINANCE ESTABLISHING A BUSINESS LICENSE TAX SCHEDULE

On November 5, 2024, voters adopted Measure BE which updated the structure of the City's business license tax to be based on a business's gross receipts. The measure was adopted based upon a 70.46% voter approval.

In order to continue to be an attractive place for larger businesses to operate, City staff is recommending a scaled business license tax (BLT) schedule for businesses earning over $25,000,000 annually. The City is also seeking approval for one-time extension for renewal of business license tax, due and payable by April 1, 2025.

CEQA (California Environmental Quality Act):
These actions are exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 2100, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.) because they establish rules and procedures to implement government funding mechanisms; do not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitute an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, neither of the propositions constitute a "project" that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

This Item was heard after Agenda Item No. 1A.

Discussion: Financial Manager Laura Borjon presented a PowerPoint presentation providing updates about the Business License Tax Schedule that was implemented after the November Election.

Action Taken: The City Council (1) adopted Urgency Ordinance 2257, establishing a business license tax schedule; (2) introduced and waive first reading of an ordinance establishing a business license tax schedule and (3) approved a one-time extension for renewal of business license tax, due and payable by April 1, 2025 as amended for staff to research programs that provide waived fees for special event vendors and new small businesses in their first year in service.

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

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

Urgency Ordinance No. 2257
AN UNCODIFIED URGENCY ORDINANCE ESTABLISHING A BUSINESS LICENSE TAX SCHEDULE BASED ON BUSINESSES GROSS RECEIPTS

Ordinance 1st reading, entitled:
AN UNCODIFIED ORDINANCE ESTABLISHING A BUSINESS LICENSE TAX SCHEDULE BASED ON BUSINESSES GROSS RECEIPTS

5-B. AMENDEMENT TO MONTEREY PARK MUNICIPAL CODE CHAPTER 2.32 UPDATING EMPLOYEE RELATIONS

The City conducted a review of the Employee Relations section in the Monterey Park Municipal Code ("MPMC"). This occurred after the California Public Employment Relations Board ("PERB") found that the City's procedures for recognizing associations/unions were insufficient for making an appropriate union designation. The proposed changes to MPMC Chapter 2.32 provide the appropriate procedures and processes to recognize or appeal new associations/unions. City representatives discussed and reviewed the MPMC section modification with representatives from the current recognized associations/unions. The association/union representatives had an opportunity to meet and discuss the impacts of the revisions and the groups agreed with the revisions. The proposed amendments to the MPMC provide processes and procedures for associations recognition along with appeal and decertification procedures.

This Item was heard after Consent Calendar Items.

Action Taken: The City Council introduced and waived the first reading of an ordinance amending Chapter 2.32 of the Monterey Park Municipal Code ("MPMC") revising Employee Relations procedures.

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

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

Ordinance 1st reading, as entitled:
AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTER 2.32 IN ITS ENTIRETY GOVERNING EMPLOYER-EMPLOYEE RELATIONSHIPS AND BARGAINING UNIT

5-C. EMERGENCY REPLACEMENT OF THE FIRE DEPARTMENT SELF-CONTAINED BREATHING APPARATUS (SCBAS) – ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY AGREEMENTS, WITHOUT THE NEED FOR COMPETITIVE BIDDING TO PURCHASE THE SCBA REPLACEMENTS

Recently, the Fire Department Chief ("Chief") was made aware that Honeywell, the sole vendor who provides replacement parts and materials for the Fire Department's ("Department") self-contained breathing apparatuses ("SCBA"), will no longer support replacement parts and repairs as of December 16, 2024. By no longer supporting the replacements parts and repairs, the Department's current SCBAs will no longer be approved by the National Institute for Occupational Safety and Health ("NIOSH") and can no longer be used in occupational settings. Therefore, a local emergency exists and the Department's current SCBAs require immediate replacement.

The Chief 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 SCBAs for the Fire Department. This includes a quote for purchase with Bauer Compressors for $633,812.92.

Action Taken: The City Council adopted Resolution No. 2024-R98 ratifying the City Manager's proclamation of local emergency dated December 11, 2024 concerning the replacement of Fire Department Self-Contained Breathing Apparatus ("SCBAs") and authorizing the City Manager to execute necessary Agreements, without the need for competitive bidding to purchase the SCBA replacements; and appropriated $635,000 to the FY 2024-2025 Budget from the General Fund for the project.

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

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

Resolution No. 2024-R98
A RESOLUTION FINDING THAT AN EMERGENCY EXISTS WITHIN THE CITY AS TO REPLACEMENT OF SELF-CONTAINED BREATHING APPARATUSES AND AUTHORIZING CONTRACTING WITHOUT THE NEED FOR BIDDING PURSUANT TO MONTEREY PARK MUNICIPAL CODE ("MPMC") CHAPTER 2.52

5-D. AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH MONTEREY PARK WOMAN'S CLUB

The Monterey Park Woman's Club is an active 501 © 3 non-profit organization which has provided community service to the residents of Monterey Park for over 100 years. Their efforts support educational grants, domestic violence awareness, monetary support programs, and partnerships with the Monterey Park Recreation & Community Services, Bruggermeyer Library, and Fire and Police Departments.

The Monterey Park Woman's Club meets once a month, from September through June, in the Service Club House at Barnes Park. During the 2023/24 Fiscal Year, the Monterey Park Woman's Club paid $8.50 per hour based on the Fee Schedule for Non-Profit Adult Organizations (Based in Town).

The City contracted with Wildan Financial Services to prepare a cost of service and fee analysis for all city fees. On July 1, 2024, the City adopted the updated Master Fee Schedule which includes the Non-Profit Adult (Based in Town) fee of $39.50 per hour. The Monterey Park Woman's Club has stated that the cost to reserve the Service Club House facility for their monthly meetings presents a financial hardship. Staff is recommending that City Council consider providing direction regarding the reservation fees associated with the usage of the Service Club House by the Monterey Park Woman's Club.

Staff is recommending that City Council consider providing direction regarding the reservation fees associated with the usage of the Service Club House by the Monterey Park Woman's Club.

This Item was heard after Agenda Item No. 5A.

Public Speakers:

- Sulekha Prasad, Treasurer of the Monterey Park Women's Club, presented the City Council with a written communication documenting the price increase for utilizing the Service Clubhouse. She requested the City Council to consider a rate that is similar to previous years in accordance with their yearly budget plan.

- Katherine Torres, President of the Monterey Park Women's Club requested the City Council to consider lowering the rental rate to utilize the Service Clubhouse.

- Nancy Omi-Hara spoke about the many service donations provided by the Monterey Park Women's Club and requested to maintain the original rate for utilizing the Service Clubhouse.

- Deputy City Clerk Trang read a written communication by Carol Sullivan. Carol wrote about the price increase for using the Service Clubhouse. She urged the City Council to consider lowering the rental rate to fit their budget plan and invited the public to attend the next Fundraiser Fashion Show on May 3, 2025.

Recommendation: It is recommended that the City Council consider authorizing the City Manager, or designee, to execute a license agreement, in a form approved by the City Attorney with the Monterey Park Women's Club to utilize the space within the service Club House; or taking no action, keeping the current facility reservation fees.

Action Taken: The City Council authorized the City Manager, or designee, to execute a license agreement, in a form approved by the City Attorney with the Monterey Park Woman's Club to utilize the space within the Service Club House as amended to set the club's hourly rental rate the same rate as that of a non-profit youth organization and allow the Women's Club to perform community service for the hours subsidized in the agreement.

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

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

6. CITY COMMUNICATIONS (CITY COUNCIL)

CITY COUNCIL COMMUNICATIONS

Council Member Wong expressed his appreciation to staff and their hard work throughout the year, spoke about the installation of Mayor Ngo and Mayor Pro Tem Yang and wished the residents a Happy Holiday.

Council Member Sanchez shared the same sentiments, wished the residents a Happy Holiday and New Year and thanked Director of Recreation and Community Services Aguirre for the Snow Village event.

Council Member Lo conveyed his appreciation to staff and wished them a great Holiday.

Mayor Pro Tem Yang wished the residents a Happy Holiday, expressed her appreciation to staff towards the Mayoral Installation event, and wished Mayor Ngo a Happy Birthday.

Mayor Ngo spoke about his attendance at the Snow Village event, the Mayoral Installation and wished everyone a Happy Holiday.

7. FUTURE AGENDA ITEMS
None.

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

ADJOURNMENT
There being no further business for consideration, the meeting was adjourned at 8:21 p.m.

_____
Maychelle Yee
City Clerk

Approved on MM DD, 2025, at the Regular City Council Meeting

City Council Staff Report

DATE: February 19, 2025

AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council

FROM: Jessica Serrano, Director of Community Development

SUBJECT: Authorize the City Manager to execute an agreement with CSG Consultants to develop land use regulations for the Saturn Park Innovation/Technology Zone

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an agreement with CSG Consultants, in a form approved by the City Attorney, for the scope of services described in Attachment 1, in an amount not to exceed $220,725;
2. Authorizing a budget appropriation of $160,725 from the General Fund for the 2024-2025 fiscal year; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On October 2, 2024, City Council directed the City Manager and City Attorney to draft proposed land use regulations to expand allowed uses within Saturn Park. These would allow mixed use developments, including residential uses, and neighborhood serving commercial uses.

The City received a proposal from CSG Consultants in the amount of $220,725 for drafting regulations, and related work, to implement the City Council's direction. This firm was determined to be the most qualified due to the thoroughness of the proposal and this firm's prior experience with similar projects.

Because CSG Consultants' proposal for the SPARC process exceeds the City Manager's signature authority, City Council authorization is requested to authorize the City Manager to execute an agreement with CSG Consultants to perform this work. Consequently, the Community Development Director requests that the City Council authorize a budget appropriation not to exceed $160,725 for CSG Consultants' services.

BACKGROUND:

On October 2, 2024, the City Council directed the City Manager and City Attorney to draft land use regulations to explore different uses within Saturn Park. Such uses would allow, for example mixed use developments including residential uses and neighborhood serving commercial uses.

After seeking proposals for this work, the Director determined that CSG Consultants' proposal to be the best proposal due to its thoroughness and the company's prior experience with preparing similar amendments and environmental documents in other cities.

The City Council previously authorized $110,000 to develop land use regulations. Work leading up to the October 2, 2024 meeting cost $50,000 leaving $60,000 remaining from this previously authorized amount.

CSG Consultants' proposal provides three options for the environmental documents associated with this work which vary in price. Staff recommends that the City proceed with funding for option 3 outlined in the proposal which includes the preparation of an environmental impact report. The proposal in option 3 is estimated to cost $220,725. The Community Development Director requests an additional appropriation of $160,725 from the General Fund budget to retain CSG Consultants to complete the scope of work described in Attachment 1. It should be noted that technical studies need to be performed to determine the level of environmental review required for this project. Any unspent amounts will be returned to the General Fund.

Additionally, City Council authorization is requested to authorize the City Manager to execute an agreement with CSG Consultants to perform this work because CSG Consultants' proposal for the SPARC process exceeds the City Manager's signature authority.

2024-25 STRATEGIC PLAN GOAL:

Expansion of allowed uses at Saturn Park will advance the City Council's Strategic Plan Goal to "Strengthen our local economy and enhance housing opportunities" by increasing options for potential future development at Saturn Park. It will also implement the Land Use Element of the Monterey Park General Plan.

FISCAL IMPACT:

The proposed contract amount for CSG Consultants' services is $220,725. An authorized budget appropriation of $110,000 from the General Fund was previously approved by City Council; $50,000 was utilized for previous work. A budget appropriation of $160,725 from the General Fund is required to pay for services related to the City Council's direction regarding Saturn Park.

Respectfully prepared and submitted by:

Jessica Serrano
Director of Community Development

Reviewed by:

Martha Garcia
Director of Finance

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. CSG Consultants' Proposal

ATTACHMENT 1
CSG Consultants' Proposal

CSG CONSULTANTS

Employee-Owned



CITY OF MONTEREY PARK

Revised Proposal for Zoning Code Amendment - Saturn Park Innovation/Technology Zone & CEQA Documentation

FEBRUARY 11, 2025

www.csgengr.com

Proposal/Qualifications Prepared By

CSG CONSULTANTS

3707 W. Garden Grove Blvd., Suite 100 | Orange, CA 92868

TEL : 714.568.1010 | FAX : 714.568.1028

February 11, 2025

Jessica Serrano, Director of Community Development
City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754

Subject: Revised Proposal for Zoning Code Amendment – Saturn Park Innovation/Technology Zone and CEQA Documentation

Dear Ms. Serrano,

CSG Consultants (CSG) is pleased to submit this revised proposal to the City of Monterey Park (City) for a Zoning Code Amendment to the Saturn Park Office professional (S-P Zone), a technical correction to the Sites Inventory of the General Plan Housing Element, and CEQA Review. CSG understands that the proposed scope of work involves the following tasks related to a Zoning Code Amendment for the Saturn Park:

- Expand allowed uses within the S-P Zone to allow:
  - Mixed use developments
  - Neighborhood serving commercial uses
  - Additional uses consistent with General Plan, Land Use, and Urban Design Element
- Adding development standards that apply to expanded allowed uses
- Adding additional data center regulations
- Revise the sites inventory of the General Plan Housing Element as follows:
  - Remove City-owned parcels on Lincoln and Garvey Avenue (5255-008-900 and 5255-008-902)
  - Add properties at Saturn Park
- Preparing environmental documents for the Zoning Code Amendments for Saturn Park

CSG has partnered with the Ganddini Group (Ganddini) to provide Air Quality, Greenhouse Gas, Energy, Noise, and Transportation studies and Ninyo & Moore to provide a Preliminary Geology/Geotechnical Evaluation. Our approach outlines a collaborative process, resulting in thorough, complete, and legally defensible documentation and processing. We are proud of our history of working closely with agency staff to effectively navigate the environmental compliance process, while being flexible and responsive.

CSG is dedicated to delivering high-quality, client-focused services with legally sound CEQA analysis and documentation. Through our many years of service to our public agency clients, we have learned that key attributes a consultant can offer a client are expertise, experience, responsiveness, flexibility, and a solid understanding of community concerns. In addition to acting on these service principles, CSG has as a main objective – to focus on ensuring integrity and excellence in our analyses and processes, culminating in mutually beneficial solutions and the successful review of projects.

Mr. Ethan Edwards, AICP, CSG's Vice President of Planning Services, will serve as the Quality Assurance and Quality Control (QA/QC) manager. Ms. Gena Guisar, AICP, CSG's Director of Planning Services for Southern California, will serve as the primary contact, client manager, and QA/QC provider for this contract. Contact information for Ms. Guisar is provided below:

> **Gena Guisar, AICP** | *Director of Planning Services (Southern California)*
> 714.794.8027 ***cell*** | 714.568.1010 ***office*** | genag@csgengr.com

Please do not hesitate to contact Ms. Guisar if you have any questions regarding the content of this proposal. We look forward to partnering with the City to serve the community of Monterey Park together.

Sincerely,

Cyrus Kianpour, PE, PLS
President, CSG Consultants, Inc.

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1. FIRM OVERVIEW

CSG Company Profile

CSG Consultants, Inc., (CSG) founded in 1991, provides comprehensive municipal consulting services tailored to meet the evolving needs of public agencies. CSG is an employee-owned California company with its local office in Orange and headquarters in Foster City, California. Additional support is available from our other offices in Pleasanton, Newman, Paso Robles, Sacramento, and San Jose. CSG performs work solely for public agencies, eliminating the potential for conflicts of interest between developers and agencies. In this way, we can focus exclusively on the specific needs of our municipal clients.

NAME OF FIRM: CSG Consultants, Inc.

PRIMARY CONTACT: Gena Guisar, AICP, Director of Planning Services (Southern California)

CONTACT INFO: 714.794.8027 mobile • genag@csgengr.com *email*
3707 W. Garden Grove Boulevard, ***Orange***, CA 92868

REGIONAL OFFICES: 1303 J Street, Suite 270, ***Sacramento,*** CA 95814
930 Fresno Street, ***Newman***, CA 95360
3150 Almaden Expressway Suite 255, ***San Jose***, CA 95118
3875 Hopyard Road, Suite 141, ***Pleasanton***, CA 94588
806 9th Street, Suite 2A, ***Paso Robles***, CA 93446

HEADQUARTERS: 550 Pilgrim Drive, ***Foster City***, CA 94404
(650) 522-2500 *phone* • (650) 522-2599 *fax*
www.csgengr.com *website* • info@csgengr.com *email*

YEARS IN BUSINESS: 34 • Founded in 1991

TYPE OF BUSINESS: California Corporation • Incorporated June 15, 2000 • Federal ID: 91-2053749



2. TEAM AND ORGANIZATIONAL STRUCTURE

CSG's business model is to serve as an extension of municipal staff. Our team members excel at customer service and maintain CSG's high standards of integrity, responsiveness, and work quality. We do this seamlessly, minimizing disruption to the City's existing workflows and processes. The majority of the 350+ individuals within our firm have provided public agency services throughout their entire careers.

On the following page is our Organization Chart. **Resumes for the proposed team members, including their qualifications, are provided in Appendix A.**

Figure 1. Organizational Chart



Subconsultants

CSG has a successful track record of teaming with subconsultants to achieve optimal project outcomes. The following provides additional information about our teaming partners.

Ganddini Group is a technical consulting services firm dedicated to helping clients succeed through a context sensitive and cost-effective approach to every project. The team consists of licensed engineers and highly qualified environmental specialists offering expertise in traffic engineering/transportation planning, acoustical engineering and vibration, and air quality/greenhouse gas and energy sciences, with an emphasis in the preparation of technical studies for CEQA documentation and local development review. Ganddini has proudly serviced over 600 projects since its founding.

CRM TECH is a California corporation and a certified Small Business Enterprise (No. 33183; DIR 1000044896) that has been providing the full range of cultural resources management services to federal, state, and local public agencies; real estate developers; environmental firms; other private enterprises; and individuals since 1993.

Services provided by CRM TECH include all phases of historical, archaeological, and paleontological investigations, including record searches; literature reviews; consultation with public agencies, local community representatives, and Native American representatives; historical and ethnohistorical background research; field surveys of historical, archaeological, and paleontological resources; resource recordation; historic building evaluations; evaluative and mitigative excavations at archaeological and paleontological sites; adaptive use studies and mitigative documentation on historic buildings; monitoring of earth-moving operations to protect archaeological and paleontological resources; and peer reviews of previous reports.

Ninyo & Moore, a California Corporation, was established in San Diego in 1986 to provide exceptional geotechnical engineering, geologic, hydrogeologic, soil testing, materials testing and special inspection, and environmental consulting services to the public and private sectors. For the past 37 years, Ninyo & Moore has provided these services for the design and construction of municipal and commercial developments, industrial developments, highways and roadways, airports, bridges, dams, educational facilities, harbor and offshore structures, hospitals, landfills, light rail transit lines, pipelines, power stations, railroads, residential developments, reservoirs and tanks, transmission lines, tunnels, water and wastewater treatment plants, and other public and private development. Ninyo & Moore has 16 locations throughout the western United States including San Jose, Alameda, San Francisco, Sacramento, San Diego, Irvine, Fontana, and Los Angeles, California; Las Vegas, Nevada; Phoenix, Prescott, Safford, and Tucson, Arizona; Denver, Colorado; Houston, Texas; and Salt Lake City, Utah.

CSG/SUBCONSULTANT COLLABORATION EXPERIENCE

Below is a description of notable projects that on which CSG has teamed with the proposed subconsultants and a description of the capacity in which those services were provided.

Palos Verdes Estates Housing Element Implementation Project IS/MND | City of Palos Verdes Estates, CA

CSG Consultants + CRM TECH

CSG is preparing an IS/MND for the Housing Element Implementation in the City of Palos Verdes. The proposed project includes rezoning three sites within the City to accommodate by-right housing, implemented as part of the City's Housing Program 13. Two new housing overlay zones would be implemented: the Housing Opportunity Overlay (HO-O) and the Mixed-Use Overlay (MU-O). CSG staff serves as the environmental project manager, which includes managing technical consultants, including ELMT for the completion of a literature review, field investigation, and a technical report documenting findings, and CRM TECH for a historical/archaeological resources records search at the South Central Coastal Information Center, Cal State Fullerton, a field inspection, a historic-period building recordation, and a memorandum documenting findings. CSG staff is coordinating all aspects of the subconsultant tasks, such as coordinating the study scope, schedule, and budget. In this capacity, CSG has worked closely with CRM TECH.

Pritchard Field Improvement Project Environmental Assessment | City of Bell, CA

CSG Consultants + Ganddini; CSG Consultants + CRM Tech

CSG serves as the environmental project manager for the preparation of an Environmental Assessment required by NEPA for a community park project in the City of Bell, which includes two new playgrounds, a dog park, and picnic area in a severely underserved community. CSG is managing the technical consultants, which includes Ganddini, for the completion of the Air Quality, Global Climate Change, and Energy Impact Analysis; Noise Impact Analysis; and Focused Traffic Study and CRM TECH for the completion of the Historic and Archaeological Resources Survey. Management tasks have included coordination with Ganddini, CRM TECH, and the applicant team to provide technical information required for the studies and quality assurance/quality control review.

3. ZONING CODE AMENDMENT (SATURN PARK) AND HOUSING ELEMENT TECHNICAL CORRECTION AND CEQA

Project Understanding

CSG understands that the Saturn Business Park Zoning Code Amendment (proposed project) includes amendments to the City's Saturn Park (S-P) Zone to allow mixed use developments, neighborhood serving commercial uses, and additional uses consistent with the General Plan, Land Use, and Urban Design Element. The proposed project would also add development standards to the S-P zone that apply to expanded allowed uses and include additional data center regulations. The proposed project would also include a technical correction to the sites inventory of the Housing Element to remove City-owned parcels on Lincoln and Garvey Avenue (Assessor Parcel Numbers [APN]: 5255-008-900 and 5255-008-902) and replace those housing units on parcels within the Saturn Park site. Any CEQA processing required for any development on the City-owned parcels would be separate from this scope of work.

Pursuant to direction provided by City Council in October 2024, regarding Saturn Park, and per City Attorney and staff direction received January 28, 2025, and February 7, 2025, CSG understands the following amendments are to be made to the S-P zone:

- Expand allowed uses to allow:
  - Mixed use developments
  - Neighborhood serving commercial uses
  - Additional uses consistent with General Plan, Land Use, and Urban Design Element
- Adding development standards that apply to expanded allowed uses
- Adding additional data center regulations
- Conducting a technical correction the sites inventory of the General Plan Housing Element as follows:
  - Remove City-owned parcels on Lincoln and Garvey Avenue (5255-008-900 and 5255-008-902)
  - Add properties to Saturn Park site
- Preparing environmental documents for these actions

Approach to Work

CSG will undertake a Zoning Code amendment to the Saturn Park Innovation/Technology Zone (S-P Zone) to allow new uses including: 1) Mixed Use developments, 2) Neighborhood serving commercial uses, 3) additional uses consistent with the General Plan, Land Use and Urban Design Element, and 4) housing uses to replace housing units removed from City-owned parcels pursuant to "no net loss" requirements and direction provided by the Monterey Park City Council on October 2, 2024. This scope will also include the creation of additional regulations related to Data Center uses and Development Standards for the expanded uses described above.

Additionally, CSG will conduct a technical correction to the General Plan Housing Element sites inventory by removing City-owned parcels on Lincoln and Garvey Avenue (5255-008-900 and 5255-008-902) and replacing them with parcels at the Saturn Park site.

CSG will review all background information, including notes from previous community engagement activities. CSG will prepare an Initial Study (IS) that will analyze the project's characteristics, construction and buildout assumptions, and technical studies for potential impacts pursuant to Appendix G of the CEQA Guidelines. We understand that the proposed project may be eligible for review pursuant to CEQA Guidelines Section 15164, Addendum to an EIR (in this case the General Plan Update EIR [GPU EIR], completed in June 2019, State Clearinghouse Number 2001-1-1074). CEQA mandates that the lead agency can prepare an addendum to a

previously certified EIR if some changes or additions to a project are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred.

CSG's Project Understand and Approach to Work follows the approach directed by the City Attorney and Staff on January 28, 2025, and February 7, 2025. Our scope of work and fee estimate includes the preparation of an Initial Study, with recommended technical studies, which shall result in the preparation of either a (M)ND (Option 1), Addendum (Option 2), or a Subsequent EIR (Option 3).

This scope of work assumes that all deliverables will be provided electronically.

1.0 Kick-off and Project Description

1.1 Kick-off Meeting/Call

The work program will be initiated with a Kick-off meeting with City representatives and stakeholders to discuss the project features in greater detail. This initial meeting will be used to confirm the parameters of the CEQA analysis, information needs, buildout conditions, scheduling, and overall communications. Upon completion of the Kick-off meeting, CSG will prepare meeting minutes that detail action items for the CSG team, City staff, and stakeholders. With the receipt of detailed project information and feedback from the Kick-off meeting, CSG will draft the preliminary Project Description and provide any updates to the master schedule for review and approval by City staff.

1.2 Data Collection and Site Visit

Following the Kick-off meeting, CSG will prepare and submit a data request to obtain any further information needs and/or clarifications related to project construction and buildout assumptions. Additionally, CSG will conduct a site visit to assist in describing the environmental setting and to photographically document the site and surrounding area. CSG will also obtain and review existing documents available from the City, including policy documents, as well as environmental review studies in the vicinity.

1.3 Project Description

The Project Description will detail the site location, proposed project characteristics, phasing, and agreements/permits/approvals that are required, based on available information. The Project Description will present the proposed project features, development regulations, design, and infrastructure improvements. This section will include a summary of the local environmental setting, existing General Plan, and Zoning. Exhibits depicting the regional and site vicinity will be included in the section. CSG will submit the draft Project Description to the City for review and approval. CSG will revise the Project Description to address comments provided and once finalized, the Project Description will be distributed and used by the CSG team. CSG assumes that once finalized, no significant modifications will occur to the Project Description.

2.0 Zoning Code Amendment and 3.0 Housing Element Technical Correction

As described above, CSG will amend the S-P zone to expand uses and create development standards. We will review relevant existing documents and notes from community engagement efforts. New uses will include: 1) Mixed Use developments, 2) Neighborhood serving commercial uses, 3) additional uses consistent with the General Plan, Land Use and Urban Design Element, and 4) housing uses to replace housing units removed from City-owned parcels. CSG will amend the Zoning Map in conjunction with the Code Amendment.

A Housing Element technical correction will be required to amend the sites inventory to replace units on the City-owned parcels at Garvey and Lincoln Avenues with parcels located at the Saturn Park site.

CSG will prepare all resolutions and ordinances and make necessary findings related to the Zoning Code Amendment and Housing Element technical correction.

4.0 Initial Study and Technical Analyses

4.1 Administrative Draft Initial Study

CSG will prepare an Initial Study (IS) in accordance with the CEQA Guidelines. The IS will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis shall be prepared in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15060 to 15065 and Appendix G of the Guidelines.

Executive Summary

The Executive Summary will summarize the Project Location and Project Description. A summary of impacts, mitigation measures, if necessary, and level of significance after mitigation will be presented.

Introduction and Purpose

The Introduction and Purpose will cite the provisions of CEQA, project background and history, the purpose of the IS, environmental issues assessed in the IS, the environmental review process, organization of the IS, responsible and trustee agencies, and documents incorporated by reference.

Project Description

The Project Description section will incorporate the completed description referenced in Task 1.3.

Environmental Topical Areas of Study

Topical IS sections will contain a review of existing conditions, the regulatory framework, applicable project design features, thresholds of significance, potential environmental impacts, and impact significance conclusions. The technical analyses will be incorporated into the relevant topical IS sections for analysis.

Mandatory Findings of Significance

This section will include the findings from previous sections of the Initial Study and will also address cumulative impacts.

Additional CEQA Sections

CSG will provide additional IS sections to meet CEQA and City requirements, including the Organizations and Persons Consulted and Preparers of the IS.

4.2 Draft Initial Study

This scope of work assumes that the City will provide one set of consolidated, vetted comments (with tracked changes in the Word file) on the Administrative Draft IS. CSG will revise the document and provide the Draft IS as a Word file, with all changes presented in track changes to assist the final check of the document. A PDF of the Draft IS will also be provided, including all exhibits and appendix material.

4.3 Air Quality, Greenhouse Gas Emissions, and Energy Impact Analysis

Ganddini will prepare an air quality, greenhouse gas, and energy impact analysis for the proposed project. Ganddini will begin by identifying the existing air quality setting in the area. They will also identify applicable international, federal, state, South Coast Air Quality Management District's (SCAQMD's), and local rules and regulations including the State greenhouse gas (GHG) regulations Assembly Bills (AB) 32 and 1493, Senate Bills (SB) 32, 97, 107, 375, 527, 1368, and 1771, and Executive Orders S-3-05 and S-14-08. Ganddini will obtain existing air quality data from air quality monitoring stations within the study area utilizing California Air Resources Board (CARB) data sources. Data will be obtained for air pollutants, including ozone, carbon monoxide (CO), nitrogen dioxide (NO_2), PM_{10}, and $PM_{2.5}$. Ganddini will identify GHGs and their associated impacts to global climate change and thresholds of significance for the criteria pollutants and greenhouse gases.

As the construction and buildout of the planning area is speculative, the construction analysis will be qualitative and will refer to/cite the data provided in the GPU EIR. Ganddini will evaluate and quantify regional criteria pollutant and GHG emissions associated with the existing GP land uses within the Saturn Park area, the original General Plan (GP) land uses for the area and the proposed GP Buildout with the zoning/land use changes for the area, utilizing the CalEEMod Model. Ganddini will also provide a qualitative discussion of the potential for the GP Buildout with the Zoning Code Amendment Update to generate CO hot spots. They will then evaluate the operational GHG emissions, as detailed above, using the latest version of CalEEMod. The project's emissions will be compared to the SCAQMD's service population target thresholds for plans. Ganddini will also compare the proposed project and its emissions to the goals of the City of Monterey Park Climate Action Plan.

Ganddini will also provide a qualitative odor analysis related to the construction and operation of the proposed project.

Ganddini will also identify the existing energy use conditions and the applicable federal, state, and local rules and regulations pertaining to energy use. The energy analysis will provide a CalEEMod-based quantitative analysis and discussion of project related energy use during operation. They will also provide a qualitative discussion of energy use during construction and provide an analysis of the project's consistency with renewable energy and energy efficiency plans.

Ganddini will then prepare a technical report that incorporates the methodology, findings, and all supporting calculations and assumptions.

4.4 Noise Impact Analysis

Ganddini will prepare a noise impact analysis for the proposed project. Ganddini will begin by reviewing relevant project and site background information, base graphics showing the site vicinity, the proposed project and adjacent land uses. Ganddini will model and predict vehicle noise associated with existing, existing plus project, and existing plan vs. proposed plan (as traffic data is available) using Federal Highway Administration (FHWA) modeling procedures. They will also determine if the proposed project would result in substantial increases in ambient noise levels in light of applicable City ordinances and General Plan goals and policies. Ganddini will also model future traffic noise levels associated with acoustical significant roadways in the Saturn Park plan area using FHWA or SoundPLAN noise modeling procedures. Ganddini will evaluate project consistency with the City's Noise/Land Use Compatibility criteria and recommend Best Management Practices to avoid inconsistences with the City's Noise/Land Use Compatibility criteria. Ganddini will also evaluate the potential for vehicle traffic associated with the proposed project to result in substantial increases in ambient noise levels.

Ganddini will then prepare a technical report that incorporates the methodology, findings, and all supporting calculations and assumptions.

4.5 Transportation Analysis

Ganddini Group shall prepare a traffic analysis for the proposed project. Ganddini will coordinate with City staff to determine buildout potentials for the project planning areas under current and proposed zoning codes. They will calculate the weekday AM/PM peak hour and daily project trip generation for existing, proposed, and net land use plans based on average trip generation rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition, 2021). Then they will prepare a brief qualitative assessment of vehicle miles traveled (VMT) impacts associated with the proposed Zoning Code amendment. Based on preliminary review, the proposed Zoning Code amendment would allow local serving commercial and/or mixed-use development, which would typically reduce VMT by improving proximity of shopping and service uses.

Ganddini will also conduct a Level of Service Analysis tiering from the GPU EIR. The net trip generation increase shall be distributed and assigned to study roadway segment "O" and study intersections 28-30 in the Saturn

Park area. The net trip generation will be added to Future (2040) With General Plan traffic volumes from the GPU EIR. Ganddini will then prepare a technical memorandum that incorporates the methodology, findings, and all supporting calculations and assumptions. The memorandum will identify whether the net trip generation associated with the proposed project is expected to result in additional impacts compared to those previously identified in the GPU EIR.

4.6 Geotechnical and Soil Investigation

Ninyo & Moore will evaluate the potential geologic, geotechnical, or soils impacts that may be associated with the proposed project. Their preliminary geotechnical evaluation will address the soils and geologic conditions underlying the Saturn Park area.

Their geotechnical services will begin with a review of the existing geologic conditions based on readily available geologic maps, published geotechnical literature, geologic and seismic data, aerial photographs, groundwater data, and in-house information. They will then perform geotechnical reconnaissance to document the existing surficial conditions at the site. Ninyo & Moore will then assess the general geologic conditions and seismic hazards affecting the site. Their evaluation of geologic impacts would include erosion potential, compressible soils, expansive soils, shallow groundwater, sea level rise, and coastal erosion. Evaluation of seismic impacts would include potential surface rupture, ground shaking, and liquefaction. Ninyo & Moore will then compile and analyze existing geotechnical data pertaining to the subsurface conditions. Their scope of services does not include subsurface exploration or laboratory testing.

Ninyo & Moore will then prepare an illustrated written report providing their preliminary findings and conclusions regarding geology and soils conditions that may impact development within the Saturn Park area. Their report will also include a discussion of potential geologic hazards and include preliminary geotechnical conclusions and recommendations for development within the area.

5.0 (Option 1) IS/(M)ND

5.1 Administrative Draft Initial Study/(Mitigated) Negative Delcaration

CSG will prepare an IS/(M)ND in accordance with the CEQA Guidelines. The analysis will be prepared in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15060 to 15065 and Appendix G of the Guidelines. The IS/(M)ND will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. Each Environmental Topical Area of Study will consider applicable regulations and guidelines as appropriate, including the General Plan and EIR, the Municipal Code, and all applicable state and federal laws. If potentially signficant impacts are indentified, CSG will craft mitigation measures to reduce impacts to less than signifcant levels.

The IS/(M)ND will include the following sections:

- Executive Summary
- Introduction and Purpose
- Project Description
- Threshold of Significance
- Environmental Topical Areas of Study

- Aesthetics
- Agriculture and Forest Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services and Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Mandatory Findings of Significance

As part of this task, CSG will request a Sacred Lands File search from the Native American Heritage Commission (NAHC) and provide the results to the City along with the NAHC's tribal referral list. After that, we will prepare a template Assembly Bill 52 consultation letter for the City to use to initiate the necessary government-to-government consultation procedures with the appropriate local tribes.

5.2 Preliminary Draft Initial Study/(Mitigated) Negative Delcaration

This scope of work assumes that the City will provide one set of consolidated, vetted comments (with tracked changes in the Word file) on the Administrative Draft IS/(M)ND. CSG will revise the document and provide the Preliminary Draft IS/(M)ND as a Word file, with all changes presented in track changes to assist the final check of the document. A PDF of the Preliminary Draft IS/(M)ND will also be provided, including all exhibits.

5.3 Public Review Draft Initial Study/(Mitigated) Negative Delcaration

Following the review of the Preliminary Draft IS/(M)ND, CSG will revise the document and prepare the Public Review Draft IS/(M)ND for distribution. This task assumes that all substantive comments will have been raised as a part of Task 5.2 above. Should hours spent on this task exceed costs identified within this scope of work, CSG will coordinate with City staff regarding the need for additional funds to incorporate all comments.

CSG will prepare the Draft IS/(M)ND for a 30-day public review period. This scope of work assumes that CSG will provide the Draft IS/(M)ND electronically for local distribution. CSG will identify any responsible or trustee agencies in consultation with City staff, prepare a Distribution List, and distribute the document to any identified responsible and trustee agencies and any other agencies that may be appropriate. CSG will prepare the Notice of Intent (NOI) and provide an electronic copy to the City. CSG will post the Public Review Draft IS/(M)ND on the State Clearinghouse's online portal, CEQAnet, and file the NOI, Summary Form, and Notice of Completion (NOC) to formally commence the 30-day review period. CSG will also file the NOI with the County Clerk's office.

This scope of work assumes the City will be responsible for site postings and newspaper notices required for the project.

5.4 Response to Comments

Section 21091(d) of the CEQA Guidelines states that a Lead Agency must consider comments received on an IS/(M)ND during the public review period. Although not required, CSG will respond to environmental review comments received during the 30-day public review period for the IS/(M)ND. CSG will prepare thorough, reasoned, and sensitive responses to relevant environmental issues. The draft responses to comments will be prepared for review by City staff. CSG will address one complete set of comments and will provide revisions in track changes for ease of review.

The extent of public and agency comments resulting from the public review process is unknown at this time. Should the extent of responses to comments exceed the budget estimate, additional funding may be required.

The scope of work does not assume any further supplemental technical studies or extensive analysis will be required for the response to comments. If it is determined that supplemental technical analysis is required, CSG will work with the City to determine the associated scope of work and additional funding required.

5.5 Mitigation Monitoring and Reporting Program

If the proposed project project reqjuires mitigation, CSG will prepare a Mitigation Monitoring and Reporting Program (MMRP) to identify appropriate monitoring steps/procedures and provide a basis for monitoring such measures during and upon project implementation in accordane with Public Resources Code Section 21081.6 (AB 32180). CSG will address one complete set of consolidated, vetted comments and will provide revisions in track changes.

5.6 Final Initial Study/(Mitigated) Negative Declaration

The Final IS/(M)ND will consist of the Response to Comments, MMRP if necessary, and revisions to the IS/(M)ND text (also known as an Errata), as determined necessary. CSG will format the Final IS/(M)ND with underline text for any new or modified text, and "strike out" any deleted text. A "check copy" Final IS/(M)ND will be provided for review and confirmation that the Final IS/(M)ND is complete.

CSG will prepare the Notice of Determination (NOD) and file it with the SCH. This scope of work assumes CSG staff will prepare public notices for mailing as required and file the NOD with the County Clerk's office within 5 days following final action. The scope of work assumes the City will be responsible for site postings and newspaper noticing and paying the County Clerk Processing fee.

6.0 (Option 2) IS/Addendum

6.1 Administrative Draft IS/Addendum

After completion of the technical studies and analyzing project impacts, if it is determined that there are no new or more severe significant environmental impacts than documented in the GPU EIR, CSG will prepare an IS/Addendum in accordance with CEQA Guidelines Section 15164. CEQA Guidelines Section 15168(c)(4) recommends a written checklist or similar device to confirm the environmental effects of a subsequent activity were adequately covered in a previous CEQA document. The IS/Addendum will include explanations of checklist determinations for each environmental topical area, will consider applicable guidelines as appropriate, including the Municipal Code, and consistency with the determinations in the GPU EIR.

The IS/Addendum will include the following sections:

- Executive Summary
- Introduction and Purpose
- Project Description
- Environmental Topical Areas of Study
    - Aesthetics
    - Agriculture and Forest Resources
    - Air Quality
    - Biological Resources
    - Cultural Resources
    - Energy
    - Geology and Soils
    - Greenhouse Gas Emissions
    - Hazards and Hazardous Materials
    - Hydrology and Water Quality
    - Land Use and Planning
    - Mineral Resources
    - Noise
    - Population and Housing
    - Public Services and Recreation
    - Transportation
    - Tribal Cultural Resources
    - Utilities and Service Systems
    - Wildfire
    - Mandatory Findings of Significance

6.2 Preliminary Draft IS/Addendum

This scope assumes that the City will provide one set of consolidated, vetted comments (with tracked changes in the Word file) on the Administrative Draft IS/Addendum. CSG will revise the document and, if requested, CSG will provide the Preliminary Draft IS/Addendum as a Word file, with all changes presented in track changes to assist the final check of the document. A PDF of the Preliminary Draft IS/Addendum will also be provided, including all exhibits and appendices.

6.3 Completion of the IS/Addendum

Following the City's review of the Preliminary Draft IS/Addendum, which is expected to include one set of consolidated, vetted comments (with tracked changes in the Word file) on the Preliminary Draft IS/Addendum, CSG will revise the document and prepare the IS/Addendum for distribution. This task assumes that all substantive comments will have been raised as a part of the review of the Preliminary Draft IS/Addendum. Should hours spent on this task exceed costs identified within this scope, CSG will coordinate with City staff regarding the need for additional funds to incorporate all comments.

CSG will prepare the Notice of Determination (NOD) and provide it to the City. The scope assumes the City has a copy of the receipt for payment of California Department of Fish and Wildlife (CDFW) and filing fees from the GPU EIR and no additional payment would be required. This scope of work assumes CSG staff will prepare public notices for mailing as required and the City will be responsible for site postings and newspaper noticing and paying the County Clerk Processing fee.

7.0 (Option 3) Subsequent EIR

7.1 Notice of Preparation and Circulation

CSG will prepare an Administrative Draft Notice of Preparation (NOP) for review. The IS/NOP will include an overview of the proposed project, project objectives, and expected regulatory permitting and discretionary actions and the IS will be appended to the IS/NOP. The analysis will be prepared in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15082. CSG will submit the draft IS/NOP to the City, and it is assumed the City will provide one set of consolidated, vetted comments on the Draft IS/NOP to CSG within 2 weeks of submittal. Upon receipt of these comments, CSG will revise the IS/NOP and prepare it for public review.

This scope of work assumes that CSG will identify any responsible or trustee agencies in consultation with City staff, prepare a Distribution List, and distribute the IS/ NOP to any identified responsible and trustee agencies and any other agencies that may be appropriate. CSG will file the NOP with the County Clerk's office and SCH. It is assumed that the City will publish any required newspaper notices and provide site posting for the proposed project. Comments received in response to the IS/NOP will be incorporated and reviewed as part of the EIR preparation.

7.2 Scoping/Community Meeting

Upon publication of the IS/NOP, a public scoping meeting, which can also involve federal, state, and local agencies, will be scheduled during the NOP public review period. The intent of the public scoping meeting, for CEQA, is to inform the community of the proposed project and allow the public to provide comments on environmental concerns. The Scoping Meeting will orient the community on the CEQA review process and will be presented in a way that the community can gain a greater understanding of the proposal, the intent of CEQA, and the key issue areas to be addressed in the EIR. CSG can provide handouts and PowerPoint information to supplement the presentation. Following the presentation, the meeting will be devoted to the public to share questions and comments. Comment forms will be made available and oral comments will be recorded and

become a part of the administrative record. This scope of work assumes one scoping meeting, however, additional meetings can be arranged and scheduled, subject to further discussions with the City.

7.3 Administrative Draft SEIR

Pursuant to CEQA Guidelines Section 15162 and Sections 15120 through 15132, the Administrative Draft SEIR will include the Introduction and Purpose, Executive Summary and Project Description. The Environmental Analysis section will identify the existing conditions baseline for each topic, short-term demolition/construction, and long-term environmental impacts (both individually and cumulative) and the level of significance of those impacts. Feasible mitigation measures will be recommended to reduce the significance of impacts, and the analysis will conclude if any unavoidable significant adverse impacts are identified following the implementation of mitigation. The contents of the Administrative Draft SEIR are listed as follows:

- Executive Summary
- Introduction and Purpose
- Project Description
- Environmental Topical Areas of Study
    - Aesthetics
    - Agriculture and Forest Resources
    - Air Quality
    - Biological Resources
    - Cultural Resources
    - Energy
    - Geology and Soils
    - Greenhouse Gas Emissions
    - Hazards and Hazardous Materials
    - Hydrology and Water Quality
    - Land Use and Planning
    - Mineral Resources
    - Noise
    - Population and Housing
    - Public Services and Recreation
    - Transportation
    - Tribal Cultural Resources
    - Utilities and Service Systems
    - Wildfire
    - Mandatory Findings of Significance

As part of this task, CSG will request a Sacred Lands File search from the NAHC and provide the results to the City along with the NAHC's tribal referral list. After that, we will prepare a template Assembly Bill 52 consultation letter for the City to use to initiate the necessary government-to-government consultation procedures with the appropriate local tribes.

Alternatives to the Proposed Project

In coordination with City Staff, CSG will develop project alternatives designed to avoid and/or substantially reduce any impacts that cannot otherwise be mitigated to a level less than significant. Pursuant to CEQA Guidelines Section 15126.6, CSG will provide an analysis of a "reasonable range" of alternatives, comparing the environmental impacts of each alternative in each impact area to the proposed project. For those alternatives considered but rejected from further consideration, CSG will document those alternatives in this section. This scope of work assumes alternatives to be included are a No Project alternative, which is the circumstance under which the project does not proceed, and up to two additional alternatives. An impact matrix will be provided to depict the comparison of impacts (i.e., environmentally superior, inferior, or similar) of each of the Alternatives analyzed.

Cumulative Projects Analysis

In accordance with CEQA Guidelines Section 15130, the environmental review for each topical issue will address cumulative considerations. A cumulative projects list will be referenced pursuant to information available from the City of Monterey Park, Los Angeles County, and local agencies in proximity to the site. The purpose of this review is to present a listing and description of projects, past and present, and those anticipated

in the reasonably foreseeable future. The potential for impacts and level of significance are based upon the radius or area of interaction with the project area. The cumulative projects will be listed by name, location, and description and will be the basis for the cumulative impact analysis for each environmental topic.

Additional CEQA Sections

CSG will provide additional EIR sections to meet CEQA and City requirements, including the following: Growth-Inducing Impacts; Significant Irreversible Environmental Changes; Effects Found Not to Be Significant; Significant and Unavoidable Adverse Impacts; Organizations and Persons Consulted; Prepares of the EIR; and Acronyms.

7.4 Preliminary Draft SEIR

This scope of work assumes the City will provide one set of consolidated, vetted comments (with tracked changes in the Word document) on the Administrative Draft SEIR. Upon receipt of the comments, CSG will revise and prepare a Preliminary Draft SEIR and technical appendices for approval by City staff.

7.5 Draft SEIR

Following approval of the Preliminary Draft SEIR, CSG will prepare the Public Review Draft SEIR for distribution. CSG will prepare the Draft SEIR for the 45-day public review period. This scope of work assumes CSG will draft the Notice of Availability (NOA) and the Notice of Completion (NOC) and that CSG will file the Draft SEIR and appendices to the State Clearinghouse (SCH) electronically. This scope of work assumes CSG will distribute copies of the Draft SEIR to any identified responsible and trustee agencies and any other agencies that may be appropriate, will be responsible for filing the document and associated notices with the County Clerk, and the City will be responsible for site posting and newspaper noticing required for the project.

7.6 Administrative Final SEIR

CSG will respond to comments received on the Draft SEIR and all testimony received at the public hearing during the 45-day public review period. CSG will prepare thorough, reasoned, and sensitive responses to relevant environmental issues. The draft responses to comments will be prepared for review by staff. CSG will address one complete set of comments from City staff and will provide revisions in track changes for ease of review. The updated Response to Comments section will be incorporated as a section into the Final SEIR.

It is unknown at this time the extent of public and agency comments that will result from the public review process. Should the extent of responses to comments exceed the budget estimate, additional funding may be required. The scope of work does not assume any further supplemental technical studies or extensive analysis will be required for the response to comments. If it is determined that supplemental technical analysis is required, CSG will work with the City to determine the associated scope of work and additional funding required.

The Administrative Final SEIR will also include an Errata, necessary revisions to the EIR text, with underline text for any new or modified text, and “strike out” for any deleted text. The Administrative Final EIR will also include a Mitigation Monitoring and Reporting Program (MMRP). CSG will respond to one round of consolidated, vetted comments on the Administrative Final SEIR.

7.7 Final SEIR

The Final EIR will consist of the Response to Comments, MMRP, and Errata. A “check copy” Final EIR will be provided for review and confirmation that the Final EIR is complete. This scope of work assumes CSG will distribute copies of the Final SEIR to any identified responsible and trustee agencies and any other agencies that may be appropriate, will be responsible for filing the document and NOD with the County Clerk and SCH within five days following final action, and the City will be responsible for site posting and newspaper noticing required for the project.

7.8 Mitigation Monitoring and Reporting Program

To comply with Public Resources Code Section 21081.6 (AB 32180), CSG will prepare an MMRP to be defined through working with City staff to identify appropriate monitoring steps/procedures and provide a basis for monitoring such measures during and upon project implementation. The MMRP will outline the mitigation measure number, as referenced in the SEIR; the mitigation measure/condition of approval; the project time to which the measures apply; future review and reporting requirements; responsible party for cost of mitigation; responsible party for implementing and enforcing mitigation; requirements for monitoring by outside agency; and monitoring and report frequency. A draft MMRP will be prepared for review by staff and CSG will respond to one set of City staff comments to finalize the MMRP.

7.9 Draft Findings of Fact and Statement of Overriding Considerations Preparation

CSG will provide administrative assistance to facilitate the CEQA process including the preparation of the Findings and Statement of Overriding Considerations, if required, for City use in the project review process. The Findings will be prepared in accordance with CEQA Guidelines Section 15091 and 15093 and in a City specified format. The Draft Findings and Statement of Overriding Considerations will be submitted for City review. CSG will respond to one set of comments from the City.

8.0 Project Management and Coordination Meetings

8.1 Project Management

The CSG Project Manager will be responsible for the management and supervision of the Project Team. The Project Manager will direct the preparation of the focused Zoning Code amendment and CEQA document. The Project Manager will ensure compliance with CEQA requirements, guidelines, and the City of Monterey Park CEQA procedures. Documentation will be prepared in a City-approved format and will undergo internal review to ensure that it is of high quality, per industry standards, and is legally defensible. The PM will coordinate with the City and/or other stakeholder representatives as well as internal technical staff, support staff, and word processing/editing team members to achieve the timely completion of all documentation. Throughout the work program, the CSG team will serve as an extension of City staff and serve as a resource on the amendments and CEQA and environmental review matters.

Monthly invoices will include the total contract amount, all costs (by task) incurred to date (actual and percentage), estimated completion percentage for each task, and financial information for each task for that billing period.

8.2 Project Coordination Meetings

Close coordination with staff is essential. CSG will participate in progress/project conference calls and/or meetings. The meetings are anticipated to include the Project Kickoff meeting and update calls with City staff. This scope assumes 6, 30-minute coordination meetings for the preparation of an IS/(M)ND, 4, 30 minute-coordination meetings for the preparation of an IS/Addendum, and 16, 30-minute coordination meetings for the preparation of a SEIR. CSG will confirm assumptions before finalizing the agreement for consultant services. Should the City determine that additional meetings beyond the meetings outlined above are necessary, this scope of work can be modified accordingly.

9.0 Public Hearings

9.1 City Council Hearings

This scope of work assumes CSG staff attendance at up to two City Council Hearings. As stated previously, CSG will prepare all resolutions and ordinances related to the Zoning Code Amendment. CSG will also draft staff report language for the City's use.

Optional Task: Cultural Resources Analysis

Though the area is a formal gravel pit, ground-disturbing activities carried out as allowed by future development within the Saturn Park area could result in damage to or destruction of previously undiscovered archaeological and/or Native American cultural resources. Therefore, CSG is including this due-diligence analysis as an optional task.

CRM TECH will digitize the project boundary for each site into the GIS mapping program and plot them on current and historic-era United States Geologic Survey maps and General Land Office plat maps for use during the records search, prehistorical, and historical background research, and for inclusion in the due diligence report. Then they will conduct a historical/archaeological resources records search on the project area and vicinity at the South Central Coastal Information Center (SCCIC), California State University, Fullerton. Following the review of general prehistorical and historical background information available from the records search and from archaeological, ethnographic, and historical literature and early maps for information about past land uses and development trends within and around the project area. CRM TECH will then conduct a field inspection of the project site, including the existing parking lots and buildings, and assess the sensitivity for additional historical/archaeological resources.

Information available currently indicates that at least two of the buildings on these properties are more than 50 years old. As discussed in the General Plan Update EIR, the City has not conducted a citywide historic resources survey, so the number of potential historic buildings and structures are unknown. CRM TECH will complete field-recording procedures on the existing buildings to determine whether they retain sufficient historical character to be considered potential "historical resources." CRM TECH will also complete standard site record forms (DPR 523) on the buildings and/or any other cultural resources identified in the project area that merit formal recordation under guidelines set forth by the California State Office of Historic Preservation. As part of a program-level study, the recordation effort will focus on documenting the current condition of these resources and will not seek to complete in- depth historical research and significance evaluation, pending future project-level studies. CRM Tech will conclude their analysis by preparing a memorandum/letter report to document the methods and findings of the previously described tasks, identify all cultural resources encountered within the project boundaries (including the buildings), and provide program-level conclusions and recommend subsequent courses of action for cultural resource compliance. This optional task can be completed for **$9,235**.

4. SCHEDULE

Option 1 - IS/(M)ND

Tasks	Week
Task 1.0 Kick-off and Project Description	**1**
1.1 Kick-off Meeting/Call	1
1.2 Data Collection and Site Visit	1
1.3 Project Description	1-3
Task 2.0 Zoning Code Amendment	**2-10**
2.1 Expanded Uses	
2.2 Development Standards	
2.3 General Plan Consistency	
2.4 Zoning Map Amendment	
Task 3.0 Housing Element Technical Correction	**4-20**
3.1 Sites Inventory Technical Correction	
Task 4.0 Initial Study and Technical Analyses	**3-9**
4.1 Administrative Draft Initial Study	7
4.2 Draft Initial Study[1]	9
4.3 Air Quality, Greenhouse Gas Emissions, and Energy Impact Analysis[2]	6
4.4 Noise Impact Analysis[1]	6
4.5 Transportation Analysis	4
4.6 Geotechnical and Soils Investigation	4
Task 5.0 Option 1 – IS/(M)ND	**9-20**
5.1 Administrative Draft IS/(M)ND	9
5.2 Preliminary Draft IS/(M)ND[3]	11
5.3 Public Review Draft IS/(M)ND[4]	12-16
5.4 Response to Comments[5]	16-18
5.5 MMRP[4]	16-18
5.6 Final IS/(M)ND	20
Task 8.0 Project Management and Coordination Meetings	**Ongoing**
8.1 Project Management	Ongoing
8.2 Project Coordination Meetings	Ongoing
Task 9.0 Public Hearings	
9.1 City Council Hearing(s)	To Be Determined

[1] Assumes two weeks for City review of Administrative IS
[2] Assumes the necessary traffic data is made available within two weeks of project initiation. Air quality and Noise analyses will be conducted 4 weeks after receipt of the necessary traffic data, responses to the RFI, and approved Project Description, whichever is latest.
[3] Assumes two weeks for City review of Administrative Draft IS/(M)ND
[4] Assumes one week for City review of Preliminary Draft IS/(M)ND
[5] Assumes one week for City review of Responses to Comments and MMRP

Option 2 - IS/Addendum

Tasks	Week
Task 1.0 Kick-off and Project Description	**1**
1.1 Kick-off Meeting/Call	1
1.2 Data Collection and Site Visit	1
1.3 Project Description	1-3
Task 2.0 Zoning Code Amendment	**2-10**
2.1 Expanded Uses	
2.2 Development Standards	
2.3 General Plan Consistency	
2.4 Zoning Map Amendment	
Task 3.0 Housing Element Technical Correction	**4-20**
3.1 Sites Inventory Technical Correction	
Task 4.0 Initial Study and Technical Analyses	**3-9**
4.1 Administrative Draft Initial Study	7
4.2 Draft Initial Study[1]	9
4.3 Air Quality, Greenhouse Gas Emissions, and Energy Impact Analysis[2]	6
4.4 Noise Impact Analysis[1]	6
4.5 Transportation Analysis	4
4.6 Geotechnical and Soils Investigation	4
Task 5.0 Option 2 – IS/Addendum	**9-12**
5.1 Administrative Draft IS/Addendum	9
5.2 Preliminary Draft IS/Addendum[3]	11
5.3 Completion of the IS/Addendum[4]	12
Tas8.0 Project Management and Coordination Meetings	**Ongoing**
8.1 Project Management	Ongoing
8.2 Project Coordination Meetings	Ongoing
Task 9.0 Public Hearings	
9.1 City Council Hearing(s)	To Be Determined

[1] Assumes two weeks for City review of Administrative IS
[2] Assumes the necessary traffic data is made available within two weeks of project initiation. Air quality and Noise analyses will be conducted 4 weeks after receipt of the necessary traffic data, responses to the RFI, and approved Project Description, whichever is latest.
[3] Assumes two week for City review of Administrative Draft IS/Addendum
[4] Assumes one week for City review of Preliminary Draft IS/Addendum

Option 3 - SEIR

Tasks	Week
Task 1.0 Kick-off and Project Description	**1**
1.1 Kick-off Meeting/Call	1
1.2 Data Collection and Site Visit	1
1.3 Project Description	1-3
Task 2.0 Zoning Code Amendment	**2-10**
2.1 Expanded Uses	
2.2 Development Standards	
2.3 General Plan Consistency	
2.4 Zoning Map Amendment	
Task 3.0 Housing Element Technical Correction	4-20
3.1 Sites Inventory Technical Correction	
Task 4.0 Initial Study and Technical Analyses	**3-9**
4.1 Administrative Draft Initial Study	7
4.2 Draft Initial Study[1]	9
4.3 Air Quality, Greenhouse Gas Emissions, and Energy Impact Analysis[2]	6
4.4 Noise Impact Analysis[1]	6
4.5 Transportation Analysis	4
4.6 Geotechnical and Soils Investigation	4
Task 7.0 Option 3 – SEIR	**10**
7.1 Notice of Preparation and Circulation	10-14
7.2 Scoping/Community Meeting	To be Determined During 30 Day Scoping Period
7.3 Administrative Draft SEIR	16
7.4 Preliminary Draft SEIR[3]	20
7.5 Draft SEIR[4]	22-29
7.6 Administrative Final SEIR[5]	31
7.7 Final SEIR	34
7.8 MMRP	34
7.9 Draft Findings of Fact and Statement of Overriding Considerations Preparation	34
Task 8.0 Project Management and Coordination Meetings	**Ongoing**
8.1 Project Management	Ongoing
8.2 Project Coordination Meetings	Ongoing
Task 9.0 Public Hearings	
9.1 City Council Hearing(s)	To Be Determined

[1] Assumes two weeks for City review of Administrative IS
[2] Assumes the necessary traffic data is made available within two weeks of project initiation. Air quality and Noise analyses will be conducted 4 weeks after receipt of the necessary traffic data, responses to the RFI, and approved Project Description, whichever is latest.
[3] Assumes four weeks for City review of Administrative Draft SEIR
[4] Assumes two weeks for City review of Preliminary Draft SEIR
[5] Assumes two weeks for City review of Administrative Final SEIR

5. PRICING PROPOSAL

Option 1 - IS/(M)ND

Task	Description	Cost
Task 1.0 Kick-off and Project Description		
1.1	Kick-off Meeting/Call	$1,300
1.2	Data Collection and Site Visit	$1,200
1.3	Project Description	$1,300
	Task 1.0 Subtotal	**$3,800**
Task2.0 Zoning Code Amendment		
2.1	Expanded Uses	$5,850
2.2	Development Standards	$13,880
2.3	General Plan Consistency	$3,190
2.4	Zoning Map Amendment	$2,955
	Task 2.0 Subtotal	**$25,875**
Task 3.0 Housing Element Technical Correction		
3.1	Site Inventory Technical Correction	$11,620
	Task 3.0 Subtotal	**$11,620**
Task 4.0 Initial Study and Technical Analyses		
4.1	Administrative Draft Initial Study	$19,000
4.2	Draft Initial Study	$4,000
4.3	Air Quality, Greenhouse Gas Emissions, and Energy Impact Analysis	$12,980
4.4	Noise Impact Assessment	$5,830
4.5	Transportation Analysis	$13,200
4.6	Geotechnical and Soils Investigation	$8,250
	Task 4.0 Subtotal	**$63,260**
Task 5.0 Option 1 – IS/(M)ND		
5.1	Administrative Draft IS/(M)ND	$15,000
5.2	Preliminary Draft IS/(M)ND	$5,000
5.3	Public Review Draft IS/(M)ND	$1,500
5.4	Responses to Comments	$5,000
5.5	MMRP	$1,000
5.6	Final IS/(M)ND	$2,500
	Task 5.0 Subtotal	**$30,000**
Task 8.0 Project Management and Coordination Meetings		
8.1	Project Management	$8,530
8.2	Project Coordination Meetings	$3,000

	Task 8.0 Subtotal	**$11,530**
Task 9.0 Public Hearings		
9.1	City Council Hearings	$6,640
	Task 9.0 Subtotal	**$6,640**
	Direct Costs	**$1,500**
	TOTAL	**$154,225**
	Contingency (20%)	**$30,845**

Option 2 - IS/Addendum

Task	Description	Cost
Task 1.0 Kick-off and Project Description		
1.1	Kick-off Meeting/Call	$1,300
1.2	Data Collection and Site Visit	$1,200
1.3	Project Description	$1,300
	Task 1.0 Subtotal	**$3,800**
Task 2.0 Zoning Code Amendment		
2.1	Expanded Uses	$5,850
2.2	Development Standards	$13,880
2.3	General Plan Consistency	$3,190
2.4	Zoning Map Amendment	$2,955
	Task 2.0 Subtotal	**$25,875**
Task 3.0 Housing Element Technical Correction		
3.1	Site Inventory Technical Correction	$11,620
	Task 3.0 Subtotal	**$11,620**
Task 4.0 Initial Study and Technical Analyses		
4.1	Administrative Draft Initial Study	$19,000
4.2	Draft Initial Study	$4,000
4.3	Air Quality, Greenhouse Gas Emissions, and Energy Impact Analysis	$12,980
4.4	Noise Impact Assessment	$5,830
4.5	Transportation Analysis	$13,200
4.6	Geotechnical and Soils Investigation	$8,250
	Task 4.0 Subtotal	**$63,260**
Task 6.0 Option 2 – IS/Addendum		
6.1	Administrative Draft IS/Addendum	$11,000
6.2	Preliminary Draft IS/Addendum	$5,000
6.3	Completion of the IS/Addendum	$1,500

	Task 6.0 Subtotal	**$17,500**
Task 8.0 Project Management and Coordination Meetings		
8.1	Project Management	$8,530
8.2	Project Coordination Meetings	$2,500
	Task 8.0 Subtotal	**$11,030**
Task 9.0 Public Hearings		
9.1	City Council Hearings	$6,640
	Task 9.0 Subtotal	**$6,640**
	Direct Costs	**$1,000**
	TOTAL	**$140,725**
	Contingency (20%)	**$28,145**

Option 3 - SEIR

Task	Description	Cost
Task 1.0 Kick-off and Project Description		
1.1	Kick-off Meeting/Call	$1,300
1.2	Data Collection and Site Visit	$1,200
1.3	Project Description	$1,300
	Task 1.0 Subtotal	**$3,800**
Task 2.0 Zoning Code Amendment		
2.1	Expanded Uses	$5,850
2.2	Development Standards	$13,880
2.3	General Plan Consistency	$3,190
2.4	Zoning Map Amendment	$2,955
	Task 2.0 Subtotal	**$25,875**
Task 3.0 Housing Element Technical Correction		
3.1	Site Inventory Technical Correction	$11,620
	Task 3.0 Subtotal	**$11,620**
Task 4.0 Initial Study and Technical Analyses		
4.1	Administrative Draft Initial Study	$19,000
4.2	Draft Initial Study	$4,000
4.3	Air Quality, Greenhouse Gas Emissions, and Energy Impact Analysis	$12,980
4.4	Noise Impact Assessment	$5,830
4.5	Transportation Analysis	$13,200
4.6	Geotechnical and Soils Investigation	$8,250
	Task 4.0 Subtotal	**$63,260**
Task 7.0 Option 3 – SEIR		
7.1	Notice of Preparation and Circulation	$4,000

7.2	Scoping/Community Meeting	$2,000
7.3	Administrative Draft SEIR	$46,000
7.4	Preliminary Draft SEIR	$16,000
7.5	Draft SEIR	$5,000
7.6	Administrative Final SEIR	$6,500
7.7	Final SEIR	$6,000
7.8	MMRP	$1,500
7.9	Draft Findings of Fact and Statement of Overriding Considerations Preparation	$8,000
	Task 7.0 Subtotal	**$95,000**
Task 8.0 Project Management and Coordination Meetings		
8.1	Project Management	$8,530
8.2	Project Coordination Meetings	$6,000
	Task 8.0 Subtotal	**$14,530**
Task 9.0 Public Hearings		
9.1	City Council Hearings	$6,640
	Task 9.0 Subtotal	**$6,640**
	Direct Costs	**$4,000**
	TOTAL	**$220,725**
	Contingency (20%)	**$44,145**

Invoice Billing: *Invoices will be submitted monthly and will identify project progress on a percent complete basis.*

Hourly Rates

Hourly rates for CSG, Ganddini, Ninyo & Moore, and CRM TECH are provided in the tables below.

CSG FEE SCHEDULE

PERSONNEL/ROLE	HOURLY RATE
Planning Technician	$90
Assistant Planner	$145
Associate Planner	$165
Senior Planner	$200
Planning Manager	$230
Principal Planner	$225
Planning Director	$240
Principal-in-Charge	$270
Assistant Environmental Planner	$150
Associate Environmental Planner	$180
Senior Environmental Planner	$220
Environmental Planning Director	$270
Geographical Information Systems (GIS) Technician	$90
Geographical Information Systems (GIS) Analyst	$110
Geographical Information Systems (GIS) Manager	$150
Sustainability Programs Analyst	$180
Sustainability Programs Manager	$210
Document Publications Specialist	$115

- *All hourly rates include overhead costs including but not limited to salaries, benefits, workers' compensation insurance, local travel, and miscellaneous office expenses.*
- *Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.*
- *CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.*
- *This fee proposal is valid for a period of 90 days from date of submittal.*

GANDDINI FEE SCHEDULE

PERSONNEL/ROLE	HOURLY RATES
Principal	$225
Director/Associate Principal	$200
Senior Engineer/Planner	$180
Engineer/Planner	$140
Junior Engineer/Planner	$100
Senior Technician	$95
Technician	$60
Administrative Assistant	$60

Notes: Effective Through December 31, 2025. Mileage shall be billed at the IRS standard mileage rate for business travel at the time the expense is incurred. Hourly rates subject to annual increase.

Ninyo & Moore Fee Schedule

PERSONNEL / ROLE	HOURLY RATE
Professional Staff	
Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$220
Senior Engineer/Geologist/Environmental Scientist	$210
Senior Project Engineer/Geologist/Environmental Scientist	$200
Project Engineer/Geologist/Environmental Scientist	$195
Senior Staff Engineer/Geologist/ Environmental Scientist	$180
Staff Engineer/Geologist/Environmental Scientist	$165
GIS Analyst	$145
Technical Illustrator/CAD Operator	$120
Field Staff	
Certified Asbestos/Lead Technician	$200
Field Operations Manager	$130
Nondestructive Examination Technician (UT, MT, LP)	$125
Supervisory Technician	$120
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$115
Senior Technician	$115
Technician	$110
Administrative Staff	
Information Specialist	$100
Geotechnical/environmental/Laboratory Assistant	$100
Data Processor	$80

Note: Technicians and special inspectors are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays. Rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable. The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

CRM TECH FEE SCHEDULE

PERSONNEL/ROLE	HOURLY RATES
Principal Investigator	$150
Project Director/Project Manager	$150
Principal Archaeologist	$145
Principal Historian/Architectural Historian	$145
Principal Paleontologist/Geologist	$145
Ethnographer/Ethnohistorian	$125
Laboratory Analyst	$125
Field Director	$125
Historian/Architectural Historian II	$125
Report/Site Record Writer	$125
Project Archaeologist/Paleontologist (Crew Chief)	$110
Archaeology/Paleontology Monitor	$100
Field Crew Person	$95
Laboratory Technician	$90
Report Technician	$90
Office Technician	$90

Notes: Information Centers charge $150.00 per hour plus copies for records searches, which would be billed as a reimbursable expense. Special studies conducted by outside laboratories will be billed at their cost plus 15%. Note that these rates normally include expenses such as copies, printing, administration fees, and mileage, unless otherwise noted for particular projects. Per diem will be added when it is a long distance/time to the project area and/or overnight stays are needed.

Appendix A

Resumes

Ethan Edwards, AICP

VICE PRESIDENT OF PLANNING SERVICES

Mr. Edwards currently serves as the Vice President of Planning Services at CSG Consultants. In this role, he leverages over 25 years of progressively responsible experience in land use planning and management across Orange and Los Angeles Counties, Northern California, and Oregon. His expertise encompasses current and advanced planning, design review, coastal development review, CEQA compliance, project and staff management, and professional practice development. Before joining CSG, Mr. Edwards held planning positions in both the public and private sectors, including leadership roles as Community Development Director, Planning Manager, and Principal Planner.

Education

Bachelor of Science, Urban and Regional Planning
California State Polytechnic University
Pomona, California

Masters Coursework, Public Policy & Administration, California State University, Long Beach, California

Professional Affiliations

American Planning Association (APA)

- *Orange County Chapter*
- *Los Angeles Chapter*
- *Northern Chapter*
- *Central Chapter*

American Institute of Certified Planners (AICP)

International City/County Management Association

Association of Environmental Professionals (AEP)

CSG Relevant Experience

Acting Community Development Director/Planning Manager I City of Carson, CA. As Acting Planning Manager and Community Development Director for the City of Carson, Mr. Edwards oversaw the Planning Department, including CSG staff, and managed project scheduling, budgeting, and agenda preparation. He also participated in public hearings, managed the City's on-call environmental and design consultants, and provided strategic direction for the comprehensive General Plan Update.

Principal Planner I City of El Segundo, CA. In his role as a contract Principal Planner, Mr. Edwards managed complex discretionary and administrative permits, including Development Agreement negotiations and environmental impact report management. He also prepared agendas, reviewed and authored reports, and delivered presentations to elected officials, commissions, and community groups.

Relevant Previous Experience

Planner I City of Huntington Beach, CA. At the City of Huntington Beach, Mr. Edwards managed discretionary and administrative permits, mentored staff, prepared and reviewed agendas and reports, and interpreted zoning regulations as the Zoning Administrator Liaison. He also supervised environmental consultants and developed strategies for streamlining permit processing and enhancing customer service.

Planning Manager I Baysinger Partners Architecture, Portland, OR. As Planning Manager at Baysinger Partners Architecture, Mr. Edwards supervised the planning and entitlement division, managed staff priorities and the department budget, and handled public and private development project applications. He also provided contract Planning Director services, coordinated with consultants and provided project management and professional practice development.

Planner I City of Beaverton, OR. Mr. Edwards managed current planning projects, assisted with design review code revisions, and delivered presentations to elected officials, commissions, and community groups. He also served as the City staff liaison for an inter-jurisdictional commuter rail project and committee.

Associate Planner I City of Santa Monica, CA. While at the City of Santa Monica, Mr. Edwards presented to the zoning administrator, planning commission, and architectural review board. He also prepared reports for various entitlement projects and provided customer service assistance to the public.

Gena Guisar, AICP

DIRECTOR OF PLANNING SERVICES

Ms. Guisar, AICP, is a highly experienced urban planner in both the private and public sectors. Ms. Guisar has designed and managed a wide variety of development applications and led teams through the entitlement and environmental review process. Her approach to General Plan Updates, Specific Plans, master planning, CEQA compliance, yield studies, code analysis, historic research, demographic studies, conceptual grading and conceptual landscape design involves placemaking, sustainability, and economic feasibility. Ms. Guisar's thorough knowledge of the principles and practices of urban and regional planning, zoning, and subdivision concepts makes her an asset to any development team. The scale and scope of Ms. Guisar's projects not only requires her to be creative and detail oriented, but flexible, adaptable and multidisciplinary.

Education

Masters, Urban and Regional Planning
University of California, Irvine

Bachelor of Arts, Social Science Research & Analytical Methods
University of California, Irvine

Professional Affiliations

ULI Women's Leadership Initiative Council Member

American Planning Association

American Institute of Certified Planners

Urban Land Institute

ULI NEXT Council Member

UCI MURP Graduate Student Mentor

Relevant Project Experience

Contract Principal Planner | City of Carson, CA. Ms. Guisar recently served as the Interim Planning Manager for the City of Carson. She currently serves as a Contract Principal Planner where she manages several high-profile, complex entitlement projects. Ms. Guisar oversees every aspect of each project, including coordination with the applicant team and city staff, project review, public outreach, schedule and budget management, preparation of staff reports and notices, and presentations to elected officials and stakeholders. Ms. Guisar is also responsible for the CEQA compliance documentation, which is an EIR for all projects.

Contract Principal Planner | City of Norwalk, CA. Ms. Guisar is currently assisting the City of Norwalk in the project management of a large mixed-use TOD redevelopment project. Ms. Guisar oversees all aspects of the project including due diligence, CEQA compliance, urban design, public outreach, the Specific Plan and the Development Agreement. Ms. Guisar coordinates closely with City Staff, subconsultants and the applicant team while maintaining schedules and budgets.

Contract Principal Planner | City of Palos Verdes Estates, CA. Ms. Guisar is preparing the sixth cycle Housing Element Update for the City of Palos Verdes Estates. Ms. Guisar's involvement includes extensive meetings and coordination with the California State Department of Housing and Community Development, community outreach and public hearings.

Contract Principal Planner | City of El Segundo, CA. As a contract principal planner, Ms. Guisar led the effort to administer an SB 2 grant for the City of El Segundo. The SB 2 grant will fund several activities related to the City's Housing Element Update, such as public outreach, the housing sites inventory, zoning analysis, and housing-related ordinances. In addition, Ms. Guisar also managed other complex entitlement projects, prepares agendas, reviews and prepares reports; and conducts presentations to elected officials, commissions, and citizen groups.

Contract Principal Planner | City of Fullerton, CA. Ms. Guisar provided oversight for design and development review for various projects within the City of Fullerton. Ms. Guisar's services included zoning text amendments, ordinance preparation, and coordination with various City staff.

Contract Planner | City of Garden Grove, CA. In her role as a contract Planner for the City of Garden Grove, Ms. Guisar managed a variety of development applications, reviewed and processed administrative permits, and participated in long range planning efforts. Ms. Guisar services also included the preparation of reports and presentations to the Zoning Administrator, Planning Commission and City Council.

Lorraine Weiss

PRINCIPAL PLANNER

Lorraine Weiss serves as a Principal Planner for CSG Consultants and provides planning assistance to our public agency clients using her knowledge of land use entitlements, development processes, CEQA, public engagement, and policy analysis for municipalities. Ms. Weiss is a land use planner with over 30 years of experience, has well-developed communication, organizational, and project management skills, and is passionate about contributing to creating a sense of place through community input and quality design.

Education

Bachelor of Science, Urban and Regional Planning, California Polytechnic State University, Pomona, California

UC Extension (Landscape Architecture Courses)

CEQA Update & Land Use Law Courses

Certificate in Urban Design, San Francisco Center for Architecture & Urban Studies

Professional Affiliations

American Planning Association (APA)

Association of Environmental Professionals (AEP)

Relevant Project Experience

Lorraine Weiss Design & Development Review | San Francisco Bay Area, CA. Ms. Weiss provided project management services for a variety of development and redevelopment projects (residential, multi-family residential, commercial office and retail, mixed-use, industrial, educational, and institutional) for private and public sectors in the San Francisco Bay Area. She was also responsible for entitlement processing, project management of entire project life cycles, management and preparation of environmental documents in accordance with CEQA, as well as a variety of municipal code amendments. She also:

- Conducted site analyses, design reviews, environmental reviews, regulatory reviews and analyses, and prepared recommendations on complex land use development projects, adhering to fiscal and timeline constraints.
- Performed ordinance and resolution preparation for a variety of zoning text modifications and special projects.

Ms. Weiss has provided planning consulting services to various Bay Area jurisdictions including: Town of Belvedere, Town of Corte Madera, City of Daly City, City of Larkspur, City of Menlo Park, City of Mill Valley, Town of Moraga, City of Mountain View, City of Palo Alto, City of Redwood City, Town of San Anselmo, City of San Mateo, City of San Rafael, City of Sausalito, and City of Walnut Creek.

Director of Planning & Building/Environmental Services Manager | Town of Corte Madera, CA. Ms. Weiss managed and supervised the activities, operations, and budget ($1 million) of the Planning and Building Divisions of the Environmental Services Department, a six-person team. She was responsible for developing strong cross-functional partnerships to support problem solving and collaboration among department managers to foster the goals and objectives of the Town. Ms. Weiss established strong working relationships with civic committees, residents, merchants, and shopping center management. She also:

- Organized, facilitated, and coordinated all activities of the 2008 General Plan Update
- Managed the Town's ADA Transition Plan and Self-Evaluation
- Served as liaison to the Town Center Shopping Center

Planner & Staff Liaison to the Architectural Review Board | City of Palo Alto, CA. Ms. Weiss managed major development projects along University Avenue, Stanford Shopping Center, Stanford Medical Center, Stanford Research Park, and Stanford University; prepared environmental documents; and presented cases to the Architectural Review Board, Historic Resources Board, Planning Commission, and City Council. Ms. Weiss also:

- Created project zoning tracking checklists
- Managed and created "Development Permit Guide for Multiple-Family Residential and Commercial Development"
- Improved processing time of planning applications through process improvement and created City department standard conditions of approval.

Assistant Planner | City of Daly City, CA. Ms. Weiss processed land use permits, planning development project reviews, zoning, subdivisions, and site and architectural reviews. She provided staff support to the Planning Commission, City Council, and Redevelopment Agency. She also prepared various elements of the City's General Plan Update.

Lance E. Lowe, AICP

SENIOR PLANNER

Mr. Lowe is a Professional Planner with over 26 years of Planning and Project Management experience in both the public and private sectors. His experience includes serving as a Senior and Principal Planner for the City of Grass Valley, Associate Planner and Transit Manager for the City of Auburn, Associate Planner/Project Manager for the City of Woodland, Associate and Assistant Planner with the County of Yolo and Forward Planner with a New Home Builder.

Relevant Experience

Senior Planner, CSG Consultants, Inc.:

- City of Plymouth, Development Code Updates and Fire Station CDBG/NEPA Compliance.
- City of Gustine, Environmental Justice Element.
- City of Salinas, Sherwood Recreation Center, and Chinatown Revitalization Plan CDBG/NEPA Compliance (on-going).

Principal Planner 2018 to 2023, Senior Planner 2015 to 2018
City of Grass Valley Community Development Department:

- Project Manager, $3.5 million CDBG award
- 2019-2027 Housing Element update
- Supervise support staff
- Successfully manage and complete a wide variety of current and long-range projects from pre-application to project construction
- Present legislative and discretionary development proposals to advisory committees, Planning Commission, and City Council
- Prepare complex reports on land use, housing, development impact fees, etc.
- Prepare CEQA documents including Initial Studies, Mitigated Negative Declarations, Tiered Mitigated Negative Declarations and corresponding Mitigation Monitoring and Reporting Programs
- Review and present and/or approve development proposals, subdivision maps, parcel maps, site plans, landscape plans, design review, sign plans, and business licenses in accordance with City goals, policies and objectives
- Coordinate and manage planning consultants, contracts and budgets

Associate Planner 2007 to 2015 & Transit Manager 2014 to 2015
City of Auburn Community Development Department:

- Same tasks as outlined above
- Managed Auburn Transit staff, budgets, state and federal grants, and associated transit projects.

Education

Bachelor of Arts in Geography, Option: Planning and Development of Rural Environment, California State University, Chico, California

Associate of Science, Building Inspection, Butte College, Oroville, California

Professional Affiliations

American Planning Association

American Institute of Certified Planners #018656

Urban Land Institute Member

Leadership Nevada County Graduate

Leadership Auburn Graduate

Yolo County Employee Achievement Award, Honorable Mention

Yolo County Employee Achievement Award

Jonathan Kwan

SENIOR PLANNER

Mr. Kwan is an experienced urban planner with over eight years of experience in current and advance planning with a strong background in sustainability and GIS. He excels at project management, analyzing data and preparing exhibits to convey geospatial data.

Relevant CSG Experience

Contract Planner | City of Norwalk, California. Mr. Kwan is assisting the City of Norwalk in the project management of a large mixed-use TOD redevelopment project. Mr. Kwan supports the project team with all aspects of the project including due diligence, CEQA compliance, urban design, public outreach, the Specific Plan and the Development Agreement. Mr. Kwan coordinates closely with City Staff, subconsultants and the applicant team while maintaining schedules and budgets.

Contract Planner | Town of Colma, California. As a contract planner, Mr. Kwan provided current and advance planning services to the Town. He was responsible for processing all types of permit applications for new developments with presentations to the City Council. Additionally, he has prepared environmental documentation pursuant to the requirements of CEQA, including Initial Studies and Mitigated Negative Declarations. Mr. Kwan has processed advance planning projects including developing new ordinances, reach codes, and the Town's General Plan and Climate Action Plan updates. Mr. Kwan is currently supporting the Town's Housing Element Update.

Education

Bachelor of Arts, Environmental Studies (Concentration in Urban Planning)
University of California, Santa Barbara
Santa Barbara, California

Bachelor of Arts, Geography
San Francisco State University
San Francisco, California

Training

2020 ICLEI Greenhouse Gas Forecasting, Target Setting, & Planning Cohort

2019 SEEC Greenhouse Gas Inventory Cohort
San Francisco State University
San Francisco, California

Contract Planner | City of Scotts Valley, California. Mr. Kwan serves as a contract planner for the City of Scotts Valley, where he manages several complex entitlement projects and assists with affordable housing program management. He oversees all aspects of the project including coordination with the applicant teams and city staff, project review, CEQA review and compliance, public outreach, preparation of staff reports and notices, and presentations to the elected officials. In addition, he provides GIS services to the City and develops exhibits for projects such as the City's General Plan Update. He also works on projects within the City's Affordable Housing Program including preparation of the City's Annual Progress Report for the Housing Element.

Green Infrastructure Plan Development | Various Agencies. Mr. Kwan provided technical assistance in the development of Green Infrastructure Plans for the Cities of Daly City, Half Moon Bay, Foster City, Millbrae, and San Carlos, and the Towns of Colma, and Hillsborough. He was responsible for integrating the plan with existing planning documents such as water efficient landscape ordinances, stormwater management and discharge ordinances, Zoning Codes, and General Plans. Mr. Kwan also developed exhibits and tools to track green infrastructure implementation such as a public facing, interactive map to identify existing and proposed green infrastructure.

Other Related Experience

CivicSpark Fellow | Local Government Commission. Mr. Kwan served as a CivicSpark Fellow to provide sustainability programs support to Cupertino, Mountain View, Redwood City, and Sunnyvale. Projects included conducting greenhouse gas inventories, an Environmentally Friendly Purchasing Handbook update, and developing marketing materials for resource conservation programs.

CSG Project Experience (GIS Services)

Planner | Town of Colma California. Mr. Kwan has prepared exhibits for the Town of Colma's General Plan and General Plan EIR. In addition, he has conducted a sites inventory analysis and developed maps for the Town's Housing Element update. Mr. Kwan also developed exhibits for the Town's Green Infrastructure Plan as well as a web-based interactive map to track green infrastructure implementation within the Town. Mr. Kwan continues to provide GIS services to the Town and is currently preparing exhibits for the Town's Zoning Code update.

Planner | City of Scotts Valley, California. Mr. Kwan uses ArcGIS to prepare exhibits, location maps and mailing labels for all departments in the City of Scotts Valley. He developed workflows and trained City employees to streamline location map and mailing requests. In addition, Mr. Kwan has prepared the exhibits for various City projects, including the City's General Plan Update, General Plan EIR, and updated the City's Zoning and Land Use maps.

Planner | City of Sonora, California. Mr. Kwan has prepared a Critical Infrastructure Map for the City of Sonora. In addition, he is currently developing an interactive web-based tool that can be used in the field to identify critical infrastructure.

Planner | Various CSG Client Agencies. Mr. Kwan has provided GIS services to various other jurisdictions on a project level, including:

- City of Fullerton – Planning Entitlements including lot splits and zone change
- City of Palos Verdes Estates – Housing Element Update
- City of Plymouth – Arco Gas Station & Carwash EIR
- City of Rolling Hills – Rancho Del Mar Affordable Housing Overlay Zone

Other Relevant Experience

Mr. Kwan provides current and advance planning services to the Town of Colma, City of Scotts Valley and City of Fullerton. He is responsible for processing new development, use permit and design review applications, assuring CEQA compliance, providing counter support to the cities, and developing GIS exhibits.

He has processed advanced planning projects including ordinance amendments and prepared environmental documentation pursuant to the requirements of CEQA, including Initial Studies and Mitigated Negative Declarations. He is currently updating the Town's General Plan and Climate Action Plan.

Mr. Kwan also provides sustainability services to the Town of Los Altos Hills and the Town of Colma. He conducts annual Community Wide and Government Operations greenhouse gas inventories for the Town of Los Altos Hills (2016-2021). In addition, Mr. Kwan has completed a Climate Action Plan Update, Reach Codes to incentivize EV Charging and building electrification, Disposable Food Ware Ordinance, and Tree City USA Certification for the Town of Colma.

Leila Carver, PTP

SENIOR PLANNER

Ms. Carver serves as a Senior Planner for CSG Consultants. Ms. Carver has expertise in project management, CEQA, GIS and demographic research and excels in leadership and customer service. She gained skills and knowledge in many areas of transportation planning from her nine years of experience with Caltrans. Ms. Carver is an independent worker, has outstanding verbal and written communication skills, and is an integral part of the CSG team. She is currently serving as a Consulting Planner for the cities of Tustin, Oxnard and Town of Colma and serves as a Board Member for the APA California Chapter, Orange Section.

Relevant Experience

Planner | City of Tustin, California. Ms. Carver serves as a planner for the City of Tustin where she manages complex discretionary permit cases. She also provides mapping services to the staff.

Planner | City of Oxnard, California. Ms. Carver serves as a planner for the City of Oxnard where she assists with complex discretionary permit cases.

Planner | City of El Segundo, California. Ms. Carver serves as a planner for the City of El Segundo where she assists with complex discretionary permit cases. Ms. Carver conducts project review, prepares staff reports and notices, presents to community and stakeholders and coordinates with applicants and their consultants as part of these efforts.

Planner | Town of Colma, California. Ms. Carver provides planning and transportation planning services to the Town of Colma by assisting with the Town's Bike and Pedestrian Master Plan, General Plan Update and Environmental Impact Report, and Climate Action Plan Update.

Planner | City of Burbank, California. Ms. Carver served the Planning Division with the review and processing of several proposed single-family development special development permits in compliance with the City's requirements for Neighborhood Compatibility Review.

Planner | City of Carson, California. Ms. Carver served as a planner for the City of Carson where she managed several complex discretionary permit cases. Ms. Carver conducted project review, managed schedules, prepared staff reports and notices, presented to Planning Commission and stakeholders and coordinates with applicants and their consultants as part of these efforts. She also provided transportation planning expertise to the City for development and capital improvement projects and fee programs. Ms. Carver participated in the Community Outreach and Public Participation team including attending multiple community events to solicit input from public/community for General Plan Update.

Planner | City of Compton, California. Ms. Carver served as a planner for the City of Compton where she reviewed various development plans, prepared comment letters, and assisted City Staff with priority projects. She managed the development review for a transitional housing project for a discretionary permit application for a conversion from an existing hotel to transitional housing project with supportive services. She also participated in the community outreach efforts/charrettes for a new Downtown Specific Plan.

Education

Master, Urban and Regional Planning
California State Polytechnic University
Pomona, California
Bachelor of Arts
Political Science & Geography - California State University, Fullerton

Professional Affiliations

American Planning Association (APA) |

Vice Director Finance, Board Member for California Chapter Orange Section

Professional Transportation Planner Transportation Professional Certification Board

Awards

Superior Accomplishment Award, 2015

Participation and leadership on the Caltrans Development Review Geobased Tracking System software application

Presentations

Panelist for UCI Diversity Panel for University of Irvine, CA

Moderator for APA Orange Section Program July 2020, Zoom

Other Relevant Experience

Transportation Planner | California Department of Transportation (Caltrans), Local Development-Intergovernmental Review (LD-IGR)/CEQA review Coordinator and Specialist. Ms. Carver was responsible for internal and external coordination for review of Regionally Significant Local Development projects during the local entitlement process, and prior to/during the Caltrans Encroachment Permit process. She provided technical support and training to Planning staff.

Information Technology/Software Projects

- **Caltrans Local Development-Intergovernmental Review (LD-IGR) Geo-based Tracking System (GTS) software/website, State of California** – Leila provided a leadership role on the Project Team for LD-IGR GTS software application including project management, data art and System Logic, development and deployment of software, and district and statewide training. The GTS is LD-IGR's centralized statewide database that captures, stores, and retrieves documentation and allows multiple users to add, update, and query projects simultaneously. This data driven database documents and maps local development programs, plans, projects, and various documents.
- **Caltrans District 11 Online tracking system, San Diego, California** – Lead person for District 11 local development review online tracking system and participated in development and deployment of Phase 2 of online tracking system with SANDAG and Caltrans GIS.

Transit/GIS Intern | Metrolink Trains/Southern California Regional Rail Authority (SCRRA), Los Angeles, California. Ms. Carver participated in socioeconomic and demographic research and analysis, and Title VI compliance including assisting with the Wye and Loop Safety project for the 2005 Glendale train crash, and production of maps and chart for Title VI Report. She assisted with market-based research and analysis using GIS and other tools including ridership projections to support long term strategic planning needs, and customer-based survey research related to service quality and customer satisfaction. She also helped with activities related to SCRRA board meetings and coordinated with joint power member agencies (SCAG, RCTC, SANBAG, OCTA, and LA Metro).

Amy Mullay

SENIOR PLANNER

Ms. Mullay is a multi-faceted urban planner with more than 26 years of progressive experience in advanced and current planning. Through her experience, she has developed an expertise in implementation, administration, and monitoring of affordable housing programs and policies. She is a motivated collaborator with exceptional oral/written communication and organizational skills.

Education

Bachelor of Arts in Environmental Analysis & Design

Graduated Magna Cum Laude
University of California, Irvine
Irvine, CA

Associate of Arts
Orange Coast College, Costa Mesa, CA

Certifications

Tax Credit Specialist – National Center for Housing Management: ID# 2622675

Relevant Experience

Senior Housing Analyst/Senior Planner | City of Irvine, CA. For more than 20 years, Ms. Mullay was an integral part of the City of Irvine's planning staff—as a Senior Planner (2001-2005) and Senior Housing Analyst (2005-2023). Some of her notable duties and contributions include, but are not limited to:

- *Developed housing policies and programs as project manager for the 5th Housing Element cycle update.*
- *Facilitated and provided technical assistance for affordable housing obligations, policies/programs for the 6th Housing Element cycle.*
- *Managed, monitored, and maintained portfolio consisting of 50+ affordable housing properties to ensure compliance with local, state and federal programs through annual occupancy monitoring, tenant file audits, rent roll analysis, findings, and set-aside unit inspections.*
- *Provided technical assistance and guidance to property managers, leasing agents, internal staff, stakeholders, non-profit organizations, and property owners regarding local, state and federal and statutory affordable housing program interpretation, regulations, processes, standards and directives.*
- *Created and maintained affordable housing databases, resource materials and training guidelines for internal use, developers, property managers and the public.*
- *Analyzed, reviewed, and edited affordable housing plans and regulatory agreements for entitlement of 29+ multi-family and/or 100 percent affordable residential projects to ensure successful outcomes and compliance with federal, state and local laws, rules, guidelines and procedures.*
- *Co-authored existing Inclusionary Housing Ordinance and recent ongoing key updates increasing affordable housing requirements, deed restrictions, and preservation for compliance with housing element programs, as well as state and federal housing legislation.*
- *Coordinated and collaborated with numerous inter- and intra-department organizations to research, compile, and report 2013 through 2022 Housing Element Annual Progress Report housing development data and program status implementation.*
- *Managed a housing rehabilitation grant/loan program for 500+ residential properties throughout multiple neighborhoods.*
- *Analyzed, developed, and implemented innovative programs to promote affordable housing which address a broad range of housing needs and income levels, including rehabilitation, development incentives, homebuyers' assistance, and special needs to assist housing initiatives and compliance with housing laws.*
- *Managed customer service regarding affordable housing inquiries via telephone, email, and in-person.*
- *Assisted with multiple aspects of affordable multifamily project development such as financing, entitlement approvals, consultant coordination, public relations, and leasing/marketing.*
- *Ensured implementation and compliance with Inclusionary Housing Ordinance obligations, Housing Element programs, Fair Housing Law, and developer incentive programs.*
- *Presented housing programs, policies, projects, initiatives and procedures to the City Council, and other government commissions and committees.*
- *Project manager for advanced and current planning projects, including general plan amendments, zone changes, master plans, conditional use permits, tentative tract maps, sign programs, and variances.*

Glenn Lajoie, AICP

PRINCIPAL, DIRECTOR OF ENVIRONMENTAL PLANNING

Mr. Lajoie has over 35 years of experience in the practice of CEQA/NEPA environmental review and Community Planning for clients and agencies throughout California. His range of environmental review studies has included policy, land development and infrastructure projects. Along with an extensive background in CEQA/NEPA, his practices have also encompassed policy planning programs, such as General Plans, Specific Plans, neighborhood studies and due diligence analysis. Mr. Lajoie's skill set includes project and budget management, quality assurance, meeting facilitation, agency staff service assistance, and third party/peer review verification of analysis and findings. His primary objective as a professional planner has always focused on assuring integrity, quality and legal defensibility of analysis and processes, culminating in win-win solutions for clients and communities.

Mr. Lajoie has an extensive background with local and regional agencies throughout California. The geographic context is wide ranging including: resort and destination projects in the Town of Mammoth Lakes; numerous infrastructure and water availability/desalination project reviews in the Community of Cambria; city center and neighborhood revitalization opportunities in Lancaster: over two million square feet of expansion for the Raytheon Corporate facility in El Segundo; Long Point (Terranea Resort) in Rancho Palos Verdes; downtown high rise and mixed-use proposals in Long Beach; The 2035 General Plan Update for Buena Park; buildout of the Cypress Business Park Master Plan in Cypress; campus modernization and enhancement projects at the University of California, Riverside and the master plan for beautification and growth at the Hotel Del Coronado.

Education

Master's Degree in Public Policy and Administration,
California State University,
Long Beach, California

Bachelor of Arts, Geography/ Urban Studies,
California State University,
Long Beach, California

Professional Affiliations

American Planning Association (APA)

Association of Environmental Professionals (AEP)

Relevant Project Experience

- Amazon Delivery Station IS/MND, West Covina
- Beverly Hills Gardens and Montage Hotel Mixed Use Project EIR
- Brookhurst/Adams Intersection Improvements EIR, Huntington Beach
- Dana Point Town Center IS/MND, Dana Point
- Department of Water and Power Specific Plan Amendment EIR, Seal Beach
- Downtown Fairfield Justice Center Campus IS/MND, Solano County
- Historic Downtown Upland Specific Plan/EIR, Upland
- Hyundai North American Corporate Campus EIR, Fountain Valley
- In-house CEQA Training, Laguna Beach
- Janss Marketplace Hotel EIR, Thousand Oaks
- Lincoln (Nelles) Specific Plan EIR, Whittier
- Mammoth Yosemite Airport Regional Air Service IS/MND, Mammoth Lakes
- Manteca Marketplace Section 15183 CEQA Consistency Checklist, Manteca
- Mission Viejo Medical Center Office Building EIR
- North Third Street Mixed Use IS/MND, Burbank
- Oasis Road Specific Plan Master EIR, Redding
- On-call Environmental Planning Service, Calaveras County
- On-call CEQA Review, Colma
- Palmdale Transit Village Specific Plan/EIR, Palmdale
- Piercy Road Industrial Warehouse IS/MND, San Jose
- Robinson Ranch North EIR, Yucaipa
- South Pasadena Downtown Revitalization Project EIR, South Pasadena
- South San Francisco 2040 General Plan Update EIR
- Southeast Development Area Specific Plan Program EIR, Fresno
- The Colonies at San Antonio Specific Plan EIR, Upland

Liza Debies

SENIOR ENVIRONMENTAL PLANNER

Liza Debies has more than 12 years of professional experience and more than 8 years of experience in managing the preparation of CEQA and NEPA documents, including EIRs, IS/MNDs, Addenda, Environmental Assessments (EAs), and Categorical Exemptions and Categorical Exclusions. She has completed CEQA and/or NEPA documentation for public infrastructure, materials recovery facilities (MRFs), mixed-use developments, residential, commercial, retail, transportation, industrial, recreational, and institutional projects. She has expertise in aesthetics, land use and planning and land use compatibility, transportation and circulation, utilities and services systems, and alternatives analysis, as well as in evaluating large public infrastructure projects.

Education

Bachelor of Arts, Environmental Studies Minor in Anthropology, with Honors, Pitzer College, Claremont, California

Study Abroad, visiting student in Biotechnology, Athlone Institute of Technology, Ireland, 2011

CSG Relevant Experience

Janss Marketplace Specific Plan Project | City of Thousand Oaks, CA. Ms. Debies is providing senior review of the Janss Marketplace Specific Plan environmental topics review for the City of Thousand Oaks, to assist the City in determining further environmental and technical analysis necessary pursuant to CEQA. The Specific Plan describes allowable future land uses, infrastructure, and implementation requirements for projects within the bounds of the Specific Plan area.

In-N-Out Burger Project Consistency Checklist |City of Bell, CA. Ms. Debies prepared a 15183 general plan consistency checklist for the development of an In-N-Out Burger fast food restaurant in the City of Bell.

Iron Planet Auction IS/MND Peer Review| Town of Yermo, CA – Ms. Debies performed senior review of a peer review for the IS/MND prepared for a surplus military grade equipment auction project in Yermo and created a memorandum detailing suggestions and revisions to be incorporated in the final CEQA document.

Relevant Project Experience

Solid Waste and Recycling Transfer Station Replacement Project EIR, City of Berkeley, California. Ms. Debies managed the preparation of the Solid Waste and Recycling Transfer Station Replacement Project EIR for the City of Berkeley Public Works Department, Zero Waste Division (Zero Waste Division).

2023–2031 (6th Cycle) Housing Element Update Program EIR, City of Pleasanton, California. Ms. Debies managed the preparation of the Housing Element Update Program EIR for the City of Pleasanton. Under Ms. Debies's management, the City prepared streamlined CEQA documents for several of the housing sites identified in the Housing Element Update.

Walnut Creek – Mixed Use Special District Project Supplemental EIR, City of Walnut Creek, California. Ms. Debies managed the preparation of a Supplemental EIR for the Mixed Use Special District Project in the City of Walnut Creek. The project would create an Auto Sales–Custom Manufacturing Mixed Use Special District overlay on approximately 6.2 acres owned or controlled by Toyota Walnut Creek.

Oak Park Properties Specific Plan EIR, City of Pleasant Hill, California. Ms. Debies managed the preparation of an EIR for a 15-acre Program Area, which included a new public library, housing, and athletic fields.

Kelli Allen

ASSOCIATE ENVIRONMENTAL PLANNER

Kelli Allen serves as an Associate Environmental Planner for CSG Consultants and is currently providing staff support to CSG clients. Ms. Allen's background aligns well with her roles and growth as a contributor to the environmental practice and CEQA compliance study assignments at CSG. Ms. Allen is a recent graduate of UCLA, earning a Bachelor of Arts Degree in Geography, with a focus on Environmental Studies, and in Political Science. Her responsibilities with the project review will include research and background baseline information for various topical areas.

Education

Bachelor of Arts Degree,
Geography/Environmental Studies and Political Science with International Relations Concentration.
University of California
Los Angeles

Minor in Global Studies
University of California
Los Angeles

Wildlands Studies Belize Program
Concentration in Environmental Conservation
Environmental Wildlands Studies
Environmental Field Survey
Wildlands Environment and Culture
Western Washington University

Professional Affiliations

Association of Environmental Professionals Member

Relevant Project Experience

Janss Marketplace Hotel EIR | City of Thousand Oaks, California. Ms. Allen assisted in the preparation of an environmental impact report to evaluate the potential environmental impacts of the development of a hotel at 225 North Moorpark Road in Thousand Oaks. The proposed project includes demolition of the current two-story retail building, to be replaced by a five-story dual hotel and retail pad, the creation of a map to designate airspace rights, and a zoning change to the footprint of the hotel to increase the building's height limitation. (2022-2023).

ARCO Commercial Center and Car Wash Project | Plymouth, California. Ms. Allen assisted in the preparation of an initial study/mitigated negative declaration to evaluate the potential environmental impacts of the development of a commercial store, gas station, and car wash at 18725 CA 49 in Plymouth. The proposed project includes development of the currently vegetated site to construct a fuel canopy, car wash, convenience store, and parking lot, a general plan amendment, and a zoning change to accommodate the high-traffic commercial use in the downtown area. (2023)

1890 South Coast Highway IS/MND | Laguna Beach, California. Ms. Allen is assisting in the preparation of an initial study/mitigated negative declaration to evaluate the potential environmental impacts of the development of a mixed-use retail and residential project at 1890 South Coast Highway in Laguna Beach. The proposed project involves the demolition of an existing car wash facility to be replaced by a mixed-use retail and residential complex with a subterranean garage and approximately 5,200 square feet of deck area. (2023-On-going)

Safety Element Update | Gustine, California. Ms. Allen is assisting in the preparation of a safety element update for the City of Gustine. The element evaluates the future hazard risks associated with fire, flood, dam inundation, seismic and geologic conditions, cybercrime, outdated emergency services infrastructure and staffing, and climate change in Gustine. (2023)

Sewer Line Reconstruction Project IS/MND | Millbrae, California. Ms. Allen is assisting in the preparation of an initial study/mitigated negative declaration to evaluate the potential environmental impacts of the development of upgraded sewer infrastructure in the City of Millbrae. (2023-On-going)

M&J Pallet Building IS/MND | San Bernardino, California. Ms. Allen assisted in the preparation of an initial study/mitigated negative declaration to evaluate the potential environmental impacts of the development of a pallet building warehouse the County of San Bernardino. The proposed project involves the demolition of all existing on-site improvements, to be replaced by an approximately 22,267 square foot commercial warehouse and parking and circulation system improvements. (2023)

Colby Gonzalez

ASSISTANT ENVIRONMENTAL PLANNER

Colby Gonzalez has 2 years of professional experience in working with environmental documents, including EIRs, IS/MNDs, Addenda, and Categorical Exemptions. He has worked as a paralegal on CEQA and NEPA lawsuits for mixed-use projects, housing projects, industrial manufacturing projects, and warehouse projects. He also has experience with Clean Water Act and the Montana Environmental Policy Act ("MEPA").

Education

Bachelor of Arts in Environmental Studies,

Graduated Magna Cum Laude
Montana State University,
Bozeman, Montana

CSG Relevant Experience

Pritchard Field Improvement Project Environmental Assessment | City of Bell, CA. Mr. Gonzalez is currently preparing the environmental assessment required by the National Environmental Policy Act for a community park project in the City of Bell which would include two new playgrounds, a dog park, and picnic area in a severely underserved community.

Janss Marketplace Specific Plan Project Environmental Documentation | City of Thousand Oaks, Ventura County, CA. Mr. Gonzalez is currently assisting with the preparation of the environmental documentation for the Janss Marketplace Specific Plan in the City of Thousand Oaks. This Specific Plan would create a detailed plan describing allowable future land uses, infrastructure, and implementation requirements for projects within the bounds of the Specific Plan area.

In-N-Out Burger Project | City of Bell, CA. Mr. Gonzalez assisted with the preparation of a 15183 Consistency Checklist for the development of an In-N-Out Burger fast food restaurant in the City of Bell.

Iron Planet Auction IS/MND Peer Review | San Bernardino County, CA. Mr. Gonzalez performed a peer review of the IS/MND prepared for a surplus military grade equipment auction project in Yermo and created a memorandum detailing suggestions and revisions to be incorporated in the final CEQA document. Mr. Gonzalez's peer review concluded that the project was located on a former leaking underground storage tank site which was not disclosed in the IS/MND.

Previous Relevant Experience

Pentair Warehouse Expansion Project | City of Moorpark, CA. Mr. Gonzalez prepared proof of service and filed a Notice of Intent to File Suit Under CEQA. Supporters Alliance for Environmental Responsibility alleged that an EIR was required due to a fair argument that the project may contain unmitigated environmental impacts.

1489 West Sunset Boulevard Mixed Use Residential Project | City of Los Angeles, CA. Mr. Gonzalez prepared an appeal of the Zoning Administrators approval of a categorical exemption from CEQA for the project due to air quality impacts and noise impacts which precluded the project from a Class 32 urban infill exemption.

1111 West Sunset Boulevard Mixed Use Project | City of Los Angeles, CA. Mr. Gonzalez prepared an appeal due to a significant health risk associated with unmitigated indoor air quality impacts. Experts found that wood products used in building materials and furnishings for the project would contain formaldehyde, a cancer-causing chemical which was not disclosed in the EIR prepared for the project.

BAI 'TOM' TANG, M.A.
Principal Investigator/Historian/Architectural Historian

Education

1988-1993	Graduate Program in Public History/Historic Preservation, University of California, Riverside.
1987	M.A., American History, Yale University, New Haven, Connecticut.
1982	B.A., History, Northwestern University, Xi'an, China.
2000	"Introduction to Section 106 Review," presented by the Advisory Council on Historic Preservation and the University of Nevada, Reno.
1994	"Assessing the Significance of Historic Archaeological Sites," presented by the Historic Preservation Program, University of Nevada, Reno.

Professional Experience

2002-	Principal Investigator, CRM TECH, Riverside/Colton, California.
1993-2002	Project Historian/Architectural Historian, CRM TECH, Riverside, California.
1993-1997	Project Historian, Greenwood and Associates, Pacific Palisades, California.
1991-1993	Project Historian, Archaeological Research Unit, University of California, Riverside.
1990	Intern Researcher, California State Office of Historic Preservation, Sacramento.
1990-1992	Teaching Assistant, History of Modern World, University of California, Riverside.
1988-1993	Research Assistant, American Social History, University of California, Riverside.
1985-1988	Research Assistant, Modern Chinese History, Yale University.
1985-1986	Teaching Assistant, Modern Chinese History, Yale University.
1982-1985	Lecturer, History, Xi'an Foreign Languages Institute, Xi'an, China.

Cultural Resources Management Reports

Preliminary Analyses and Recommendations Regarding California's Cultural Resources Inventory System (with Special Reference to Condition 14 of NPS 1990 Program Review Report). California State Office of Historic Preservation working paper, Sacramento, September 1990.

Numerous cultural resources management reports with the Archaeological Research Unit, Greenwood and Associates, and CRM TECH, since October 1991.

PRINCIPAL INVESTIGATOR/ARCHAEOLOGIST
Michael Hogan, Ph.D., RPA (Registered Professional Archaeologist)

Education

1991	Ph.D., Anthropology, University of California, Riverside.
1981	B.S., Anthropology, University of California, Riverside; with honors.
1980-1981	Education Abroad Program, Lima, Peru.

2021	"An Introduction to Geoarchaeology: How Understanding Basic Soils, Sediments, and Landforms can make you a Better Archaeologist." SAA Online Seminar.
2002	"Section 106—National Historic Preservation Act: Federal Law at the Local Level." UCLA Extension Course #888.
2002	"Recognizing Historic Artifacts," workshop presented by Richard Norwood.
2002	"Wending Your Way through the Regulatory Maze," AEP Symposium.
1992	"Southern California Ceramics Workshop," presented by Jerry Schaefer.
1992	"Historic Artifact Workshop," presented by Anne Duffield-Stoll.

Professional Experience

2002-	Principal Investigator, CRM TECH, Riverside/Colton, California.
1999-2002	Project Archaeologist/Field Director, CRM TECH, Riverside, California.
1996-1998	Project Director and Ethnographer, Statistical Research, Inc., Redlands, California.
1992-1998	Assistant Research Anthropologist, University of California, Riverside.
1992-1995	Project Director, Archaeological Research Unit, U.C. Riverside.
1993-1994	Adjunct Professor, Riverside Community College, Mt. San Jacinto College, U.C. Riverside, Chapman University, and San Bernardino Valley College.
1991-1992	Crew Chief, Archaeological Research Unit, U.C. Riverside.
1984-1998	Project Director, Field Director, Crew Chief, and Archaeological Technician for various southern California cultural resources management firms.

Research Interests

Cultural Resource Management, Southern Californian Archaeology, Settlement and Exchange Patterns, Specialization and Stratification, Culture Change, Native American Culture, Cultural Diversity.

Cultural Resources Management Reports

Principal investigator for, author or co-author of, and contributor to numerous cultural resources management study reports since 1986.

Memberships

Society for American Archaeology; Society for California Archaeology; Pacific Coast Archaeological Society; Coachella Valley Archaeological Society.

DANIEL BALLESTER, M.S., RPA*
Field Director/Project Archaeologist/GIS Specialist

Education

2013 M.S., Geographic Information System (GIS), University of Redlands, California.
2007 Certificate in Geographic Information Systems (GIS), California State University, San Bernardino.
1998 B.A., Anthropology, California State University, San Bernardino.
1997 Archaeological Field School, University of Las Vegas and UC, Riverside.
1994 University of Puerto Rico, Rio Piedras, Puerto Rico.
2021 "An Introduction to Geoarchaeology: How Understanding Basic Soils, Sediments, and Landforms can make you a Better Archaeologist." SAA Online Seminar.
2002 "Historic Archaeology Workshop," presented by Richard Norwood, Base Archaeologist, Edwards Air Force Base; presented at CRM TECH, Riverside, California.

Registrations

* Registered Professional Archaeologist 18037

Professional Experience

2002- Field Director/GIS Specialist, CRM TECH, Riverside/Colton, California.
- Report writing, site record preparation, and supervisory responsibilities over all aspects of fieldwork and field crew ensuring work quality. Manages and updates CRM TECH's GIS database, produces maps and extracts data using GIS.

2011-2012 GIS Specialist for Caltrans District 8 Project, Garcia and Associates, San Anselmo.
- Accurately recorded sites and input data using hand-held GPS unit.

2009-2010 Field Crew Chief, Garcia and Associates, San Anselmo, California.
2009-2010 Field Crew, ECorp, Redlands.
1999-2002 Project Archaeologist, CRM TECH, Riverside, California.
- Conducted field surveys, site recording, site testing and data recovery; familiar with all types of prehistoric and historic period sites.

1998-1999 Field Crew, K.E.A. Environmental, San Diego, California.
- Two and a half months of excavations on the Topomai village site, Marine Corp Air Station, Camp Pendleton.

1998 Field Crew, A.S.M. Affiliates, Encinitas, California.
- Excavations and survey.

1998 Field Crew, Archaeological Research Unit, University of California, Riverside.

Cultural Resources Management Reports

Field Director, co-author, and contributor to numerous cultural management reports since 2002.

PROJECT HISTORIAN
Terri Jacquemain, M.A.

Education

2004 M.A., Public History and Historic Resource Management, University of California, Riverside.
- M.A. thesis: Managing Cultural Outreach, Public Affairs and Tribal Policies of the Cabazon Band of Mission Indians, Indio, California; internship served as interim Public Information Officer, Cabazon Band of Mission Indians, June-October, 2002.

2002 B.S., Anthropology, University of California, Riverside.
2001 Archaeological Field School, University of California, Riverside.
1991 A.A., Riverside Community College, Norco Campus.

Professional Experience

2003- Historian/Architectural Historian/Report Writer, CRM TECH, Riverside/Colton, California.
- Author/co-author of legally defensible cultural resources reports for CEQA and NHPA Section 106;
- Historic context development, historical/archival research, oral historical interviews, consultation with local communities and historical organizations;
- Historic building surveys and recordation, research in architectural history; architectural description.

2002-2003 Teaching Assistant, Religious Studies Department, University of California, Riverside.
2002 Interim Public Information Officer, Cabazon Band of Mission Indians.
2000 Administrative Assistant, Native American Student Programs, University of California, Riverside.
1997-2000 Reporter, *Inland Valley Daily Bulletin*, Ontario, California.
1991-1997 Reporter, *The Press-Enterprise*, Riverside, California.

Membership

California Preservation Foundation.

PROJECT ARCHAEOLOGIST/FIELD CREW CHIEF
Hunter C. O'Donnell, B.A.

Education

2016-	M.A. Program, Applied Archaeology, California State University, San Bernardino.
2015	B.A. (*cum laude*), Anthropology, California State University, San Bernardino.
2012	A.A., Social and Behavioral Sciences, Mt. San Antonio College, Walnut, California.
2011	A.A., Natural Sciences and Mathematics, Mt. San Antonio College, Walnut, California.
2014	Archaeological Field School, Santa Rosa Mountains; supervised by Bill Sapp of the United States Forest Service and Daniel McCarthy of the San Manuel Band of Mission Indians.

Professional Experience

2022-	Field Crew Chief, CRM TECH, Colton, California.
2017-	Project Archaeologist, CRM TECH, Colton, California.
2016-2018	Graduate Research Assistant, Applied Archaeology, California State University, San Bernardino.
2016-2017	Cultural Intern, Cultural Department, Pechanga Band of Luiseño Indians, Temecula, California.
2015	Archaeological Intern, U.S. Bureau of Land Management, Barstow, California.
2015	Peer Research Consultant: African Archaeology, California State University, San Bernardino.



EXPERIENCE

29 Years with Firm
39 Years Total

EDUCATION

B.S., Geology, San Diego State University

REGISTRATIONS

Professional Geologist, California, No. 4766

Certified Engineering Geologist, California, No. 1484

PROFESSIONAL AFFILIATIONS

Association of Environmental and Engineering Geologists

Geological Society of America

San Diego Association of Geologists

Ronald D. Hallum,

PG, CEG

Principal Geologist

Mr. Hallum provides geotechnical services for a variety of projects such as reservoirs, railroads, highways, hospitals, schools, pipelines, treatment plants, tunnels, landslide and fault evaluations, and other public and private works. Mr. Hallum's responsibilities at Ninyo & Moore include preliminary and final review of findings, conclusions, recommendations, and project deliverables; review of current guidelines, regulations, and technologies; managing geotechnical and geologic field evaluations; supervision and training of the geologic staff; conducting geologic and geologic hazards evaluations; performing and reviewing geologic mapping and research; analyzing field and laboratory data; and authoring and reviewing geotechnical and geologic reports.

PROJECT EXPERIENCE

Doheny Village Plan, Dana Point, CA: Principal Geologist during the preliminary geotechnical evaluation of the Doheny Village Plan project in the city of Dana Point, California. Doheny Village consists of approximately 80 acres and is bounded on the north by the city of San Juan Capistrano and Interstate 5 (I-5), on the east by the I-5 off-ramp to Pacific Coast Highway, and on the west by a railroad right-of-way and San Juan Creek. The site is currently occupied by a mixed-use of residential, commercial and light industrial developments. The mixed-use project involves creation of a development plan with alternatives for future build-out of the project area. The plan calls for mixed-use residential, commercial, and industrial development.

Solana Beach Towne Centre, Solana Beach: Project Geologist for services performed for the geotechnical portion of an EIR. The proposed development consisted of construction of a 40,000 SF movie theater on the northern portion of the site, a 50,000 SF office building along the western edge of the property, 11,923 SF of retail and restaurant space northeast of the theater, and a three-level parking garage. Services included a site reconnaissance of the property and vicinity, review of available geologic, geotechnical, and hydrogeological maps and literature pertaining to the site, review of regulatory agency information, review of historic stereoscopic aerial photographs, and preparation of a written report. Geotechnical issues addressed in our study have included local and regional seismicity, presence of shallow groundwater along Stevens Creek, and slope stability. Preliminary conclusions and recommendations for site seismicity, grading, construction, and additional subsurface evaluations were provided.

Country Club of the Desert EIR, La Quinta: Principal Geologist during a preliminary geotechnical evaluation for an EIR for the Country Club of the Desert project. The site comprises approximately 988 acres located in the southwestern portion of the City of La Quinta. The site is bounded by Jefferson Street, Monroe Street, Avenue 52, and the Coachella Canal. The site now consists of a private residential and golf resort planned

development. Three 18-hole golf courses with a clubhouse and associated facilities are planned. Residential development will be constructed within the golf course areas and will consist of 275 custom units, 410 detached single-family units, and 335 detached villas. Services included a site reconnaissance; review of available geologic, geotechnical, and hydrogeologic maps, and literature pertaining to the site; review of historic stereoscopic aerial photographs; and preparation of a final report. Geotechnical issues addressed included local and regional seismicity, presence of shallow groundwater, potential for liquefaction, and land subsidence due to groundwater withdrawal. Preliminary conclusions and recommendation for site seismicity, grading, construction, and additional subsurface evaluations were also provided.

Central Imperial Redevelopment Plan EIR, San Diego: Senior Geologist and Project Manager for the geotechnical portion of an EIR for the Central Imperial Redevelopment Project. The irregularly-shaped site covers approximately 580 acres in southeastern San Diego. The project area extends east from Messina Drive across State Interstate 805 (I-805) to 69th Street and includes portions of the neighborhoods of Chollas View, Emerald Hills, Lincoln Park, Mountain View, Valencia Park, Encanto, and South Encanto. We understand the project will include incremental residential, commercial, and industrial redevelopment of sections of the site. Our services included a site reconnaissance, review of pertinent, available geotechnical literature including topographic maps, geologic maps, stereoscopic aerial photographs, and geotechnical and geologic reports, and preparation of a final report.

San Diego Convention Center Expansion EIR, San Diego: Project Geologist in support of preparation of the Environmental Impact Report (EIR). Services included review of pertinent materials, performance of a field reconnaissance, compilation and analysis of data, and preparation of a technical report for incorporation into the EIR. Issues addressed included overall site conditions, faulting and seismicity, the presence of compressible soils, groundwater conditions and the need for construction dewatering, tsunamis, and the liquefaction potential at the site as a result of potential seismic events on local and regional active faults. Services also included an evaluation of mitigative measures intended to address possible geotechnical constraints to the project. Mitigative measures for geotechnical constraints included remedial earthwork, deep foundation systems, and treatment of water generated by dewatering operation.

Grantville Redevelopment Project and Study Area, San Diego: Project Manager for a geologic reconnaissance and limited geotechnical evaluation of the Grantville Community Redevelopment Area located in the city of San Diego, California. The project area consisted of three non-contiguous areas generally located north of Interstate 8, south of Mission Gorge Road, east of Interstate 15, and west of Jackson Drive, totaling approximately 1,400 acres. Services included review of geotechnical literature including topographic maps, geologic maps, aerial photographs, and existing environmental and geologic reports; geologic reconnaissance of the project study area, which included written and photographic documentation of the observed site conditions; compilation and analysis of the data obtained; and preparation of a report presenting our preliminary findings and conclusions regarding soil and issues in the project area. Specifically, our report addressed geologic hazards, soil erosion, and topsoil loss.

San Manuel Band of Indians Reservation Casino, San Bernardino, California: Served as Project Geologist during a geotechnical and fault hazard evaluation for the casino expansion at the San Manuel Band of Indians Reservation Casino, located to the west of Victoria Avenue and north of Piedmont Drive, in San Bernardino, California. The new casino building, approximately 45,000 square feet in size, was constructed over most of the site. Services included a review of existing geologic information; geologic reconnaissance of the fault zone area to observe existing conditions and to mark out the proposed trench locations; and preparation of a fault evaluation report, which presented our findings and provided fault hazard setbacks, site seismicity, and suitability of the Special Studies Zone area for construction of human occupancy structures. Services also included a geotechnical design evaluation, which included a review of geotechnical reports, geologic maps, and aerial photographs; performance of a geologic reconnaissance; performance of a subsurface evaluation.

Los Angeles Department of Water and Power/Barren Ridge Transmission Line, Los Angeles and Kern Counties, California: Principal Geologist during the preliminary geotechnical evaluation for the Barren Ridge Renewable Energy Transmission Project for the City of Los Angeles Department of Water and Power. The project will consist of the construction of a new 230 kV transmission line that will extend approximately 60 miles south from the Barren Ridge Switching Station,

located north of the town of Mojave, to the Haskell Canyon Switching Station, located north of the city of Santa Clarita. A total of 304 new transmission towers were designed and constructed in areas ranging from desert soils to mountain rock locations. The transmission line crosses the San Andreas fault and Ninyo & Moore provided design mitigation measures for severe ground shaking and ground rupture.

GIANCARLO GANDDINI

Principal-in-Charge/Traffic Engineer



16+ YEARS OF EXPERIENCE

6 YEARS WITH GANDDINI GROUP

AREAS OF EXPERTISE

Traffic Engineering
Transportation Planning
Parking Analysis
Level of Service/Capacity Analysis
Vehicle Miles Traveled (VMT)
Project Management

LICENSES/CERTIFICATIONS

Professional Engineer (Traffic), TR 2663, State of California

Professional Transportation Planner, No. 597, Transportation Professional Certification Board, Inc.

EDUCATION

BS, Civil Engineering,
University of California, Irvine

PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers
Past President, Western District
Past President, SoCal Section

Orange County Traffic Engineering Council

HONORS & AWARDS

Young Transportation Engineer of the Year (2011),
ITE Southern California Section

PROFILE

Mr. Ganddini is the Principal-in-Charge who directs, reviews, and oversees the assignment and timely delivery of all services provided by the firm. He is a Registered Professional Engineer (Traffic) in the State of California, a nationally certified Professional Transportation Planner (PTP), and Past President of the Institute of Transportation Engineers for both the Western District and Southern California Section. He has managed the preparation of hundreds of studies involving traffic engineering analysis and transportation planning for a broad range of development and infrastructure projects, including General Plan Updates and Specific Plan Amendments.

Prior to founding Ganddini Group, Mr. Ganddini developed his technical expertise and project management competency at notable local and international engineering services firms where he performed and directed work on numerous projects involving transportation analysis for both public and private sector developments throughout California, including traffic impact studies, peer reviews, specific/general plan circulation updates, complete streets plans, and parking studies. He obtained a Bachelor of Science degree in civil engineering with specialization in transportation systems engineering from the University of California Irvine.

RELATED PROJECT EXPERIENCE

- Garvey Walnut Mixed Use Project, City of Rosemead
- 1340 East 6th Street Mixed-Use Project, City of Los Angeles
- Lucha Reyes Apartments, City of Los Angeles
- La Ville Soleil (600 S. San Gabriel), City of San Gabriel
- 851 Corporate Center Drive Mixed Use Project, City of Pomona
- Signal Hill Housing Element Update, City of Signal Hill
- Housing Element Update, City of Walnut
- 205 East Valley Boulevard Mixed Use, City of San Gabriel
- Garvey Avenue Specific Plan Amendment 21-01, City of Rosemead
- Rancho Vista Specific Plan Amendment, City of Palmdale
- La Puente and Grand Mixed Use Project, City of Walnut
- Arcadia Gateway Center, City of Arcadia
- 1915 Los Angeles Street Mixed Use, City of Los Angeles
- La Mirada Industrial-Commercial General Plan Amendment & Zone Change, City of La Mirada

BRYAN CRAWFORD

Senior Transportation Planner



16+ YEARS OF EXPERIENCE

6 YEARS WITH GANDDINI GROUP

AREAS OF EXPERTISE

Traffic Engineering
Transportation Planning
Parking Analysis
Parking Management
Level of Service/Capacity Analysis
Traffic Control Evaluation

EDUCATION

B.A. Finance, California State University, Fullerton

PROFILE

Mr. Crawford brings over 16 years of industry experience and he is especially skillful in navigating through complex development review procedures. He is well-versed in many traffic engineering methodologies through his work on private and public sector projects throughout Southern California, including the preparation of traffic studies for development projects in Los Angeles County. Mr. Crawford is involved in many aspects of the profession, including site access evaluation, intersection capacity analysis, traffic forecasting, circulation planning, traffic impact studies, parking studies, and parking demand analysis. His project experience ranges from focused site-specific traffic studies to area wide circulation studies.

Mr. Crawford began his professional career in the traffic/transportation planning industry at an early age performing field investigations and gradually taking on increasing responsibilities. He obtained a Bachelor of Arts degree in business administration with finance concentration from California State University, Fullerton, before quickly proving to be an effective project manager working alongside Ganddini Group team members at previous firms.

RELATED PROJECT EXPERIENCE

- 338-410 Alhambra Blvd Residential Project, City of Monterey Park
- Whittier Boulevard Business Park, City of Whittier
- Downtown Main Street Specific Plan Area Y (Paseo Santa Fe), City of El Monte
- Garvey Avenue Specific Plan Amendment 21-01, City of Rosemead
- Strathmore and Garvey Mixed Use Project, City of Rosemead
- Tilbury Village, City of Hawaiian Gardens
- 5530 Virginia Avenue Residential Project, City of Los Angeles
- 8343 College Avenue Apartments, City of Whittier
- Starbucks at 219 Pacific Coast Highway, City of Los Angeles
- San Gabriel River Parkway Warehouse, City of Pico Rivera
- 16900 Roscoe Self-Storage Facility, City of Los Angeles
- 10390 Santa Monica Medical Offices, City of Los Angeles
- 1346 Elm Avenue Residential, City of San Gabriel
- Luxe Tower (1820 East 48th), City of Los Angeles

KATIE WILSON

Senior Associate/Air Quality Analyst



20+ YEARS OF EXPERIENCE

6 YEARS WITH GANDDINI GROUP

AREAS OF EXPERTISE

Air Quality Impact Analysis
Greenhouse Gas Emissions
Health Risk Assessment
Energy Impact Analysis
Climate Action Plan Compliance
Odor Assessment
CEQA/NEPA Compliance

EDUCATION

M.S. Environmental Toxicology, University of California Riverside

B.S. Biology with a minor in Criminal Justice, California State University, San Bernardino

A.S. Biology, A.A. Liberal Arts, Antelope Valley College, Lancaster

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals (AEP)

PROFILE

Ms. Wilson brings over 20 years of professional experience in environmental sciences. Her professional background has focused on preparation of air quality/greenhouse gas and related studies for environmental documentation, including comprehensive studies for residential, commercial, and industrial developments as well as public sector projects throughout California. She also instructs a chemistry laboratory at California State University San Bernardino and is an active member and former board member of the Association of Environmental Professionals (AEP) Inland Empire Chapter.

Prior to joining Ganddini Group, Ms. Wilson developed her technical expertise at notable environmental services firms in California. She obtained a Bachelor of Science degree in biology from California State University San Bernardino and a Master of Science degree in environmental toxicology from the University of California Riverside. She stays apprised of latest industry practices by participating in on-going professional development, such as completion of air quality permitting and enforcement extension coursework at the University of California Riverside.

RELATED PROJECT EXPERIENCE

- 1225 Mariposa Condominiums, City of El Segundo
- In-N-Out Burger (13864 Foothill Blvd), City of Los Angeles
- Strathern Senior Apartments (11041 W. Strathern Avenue), City of Los Angeles
- Vineland Apartments (8025 Vineland Avenue), City of Los Angeles
- Whittier Boulevard Business Park, City of Whittier
- Sunrise Senior Living Long Beach Project, City of Long Beach
- 5530 Virginia Avenue Residential Project, City of Los Angeles
- 5537 Santa Monica Boulevard Mixed Use Project, City of Los Angeles
- Greenstone Avenue Warehouse, City of Santa Fe Springs
- Beyond Food Mart Palmdale (25th St/ Ave R), City of Palmdale
- Integrated Commercial Development (14500 Firestone Blvd), City of La Mirada
- 11700 Arkansas Street Peer Review, City of Artesia
- 995 North Broadway Hotel, City of Los Angeles
- Rosemead and Rush Industrial Project, City of South El Monte

ROMA STROMBERG

Senior Associate/Noise Analyst



29+ YEARS OF EXPERIENCE

6 YEARS WITH GANDDINI GROUP

AREAS OF EXPERTISE

Noise Impact Analysis
Acoustical Modeling
Groundborne Vibration
Noise Measurements & Monitoring
CEQA/NEPA Compliance

EDUCATION

M.S. Environmental Management, West Coast University

B.A. Geography - Urban Planning & Transportation, California State University, San Diego

PROFESSIONAL AFFILIATIONS

Institute of Noise Control Engineers (INCE)

American Planning Association (APA)

Association of Environmental Professionals (AEP)

PROFILE

Ms. Stromberg has been actively involved in the planning, development, and environmental review industry for over 29 years. Her technical expertise is focused on all aspects of noise and vibration analysis, including noise measurements, acoustical modeling, regulatory review and impact assessment, and the development of mitigation measures. She is highly proficient in various noise modeling software programs, including Sound32, TNM, SoundPLAN, and RCNM. Ms. Stromberg also has experience preparing initial studies and environmental impact reports, which complements her approach to noise studies that can be readily incorporated into environmental documents.

Ms. Stromberg stays up-to-date on current best practices as an active member of multiple industry groups, including the Institute of Noise Control Engineers. Prior to joining Ganddini Group, she developed her technical expertise at notable environmental services firms as well as her own consulting business. She obtained a Master of Science degree in environmental management from West Coast University Los Angeles/San Diego and a Bachelor of Science degree in Geography, with specialization in urban planning and transportation, from California State University San Diego.

RELATED PROJECT EXPERIENCE

- 1225 Mariposa Condominiums, City of El Segundo
- In-N-Out Burger (13864 Foothill Blvd), City of Los Angeles
- Strathern Senior Apartments (11041 W. Strathern Avenue), City of Los Angeles
- Vineland Apartments (8025 Vineland Avenue), City of Los Angeles
- Whittier Boulevard Business Park, City of Whittier
- Sunrise Senior Living Long Beach Project, City of Long Beach
- 5530 Virginia Avenue Residential Project, City of Los Angeles
- 5537 Santa Monica Boulevard Mixed Use Project, City of Los Angeles
- Integrated Commercial Development (14500 Firestone Blvd), City of La Mirada
- 3591 Capitol Avenue, City of Industry
- 995 North Broadway Hotel, City of Los Angeles
- Rosemead and Rush Industrial Project, City of South El Monte



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PROJECT CONTACT

Gena Guisar | Director of Planning Services (SoCal)

CSG Consultants
3707 W Garden Grove Blvd, Suite 100
Orange, California, 92868

Tel: 714.794.8027
Fax: 714.568.1028

Email: genagl@csgengr.com
Website: **www.csgengr.com**

City Council Staff Report

DATE: February 19, 2025

AGENDA ITEM NO: Consent Calendar - 3C

TO: The Honorable Mayor and City Council

FROM: Chris Thompson, Fire Chief

SUBJECT: Amendment to Agreement No. 2454-AA with SVT Fleet Solutions, LLC

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an amendment to Agreement No. 2454-AA with SVT Fleet Solutions, in a form approved by the City Attorney, for maintenance and repair of fire engines, quint and other emergency vehicles for an amount not to exceed $125,000; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Currently, the Fire Department has a maintenance contract with SVT Fleet Solutions, LLC for the maintenance and repairs of the Department's emergency vehicles in an amount not to exceed $58,000 for FY 2024-25. However, due to unforeseen circumstances, the Department has multiple emergency vehicles that need routine maintenance and repairs, and the Fire Chief ("Chief") is requesting an amendment to the contract to ensure the vehicles can receive service.

BACKGROUND:

The Fire Department ("Department") has historically sent emergency vehicles for service to SVT Fleet (formerly known as SoCal Fleet). They are a trusted vendor with years of experience working on emergency response vehicles. However, due to natural wear and tear on the fleet, several of the Department vehicles are in need of extensive repairs. In the last two months, the Department assisted on two regional strike teams, which adds additional wear and tear on the fleet. In mid-December, the Department sent out an engine and fire suppression staff to assist with the Franklin Fire in Malibu. And in January, the Department sent out an engine and fire suppression staff to assist on the Palisades Fire in Pacific Palisades. These incidents required the engines to be used in a heavy capacity for long period of times. Routine maintenance is critical to ensure the vehicles are reliable to use both in the City of Monterey Park and on potential regional strike teams.

To ensure the emergency fleet vehicles are in working condition, the Fire Chief is requesting an amendment to Agreement No. 2454-AA, to increase the contract amount not to exceed $125,000 this fiscal year.

2024-25 STRATEGIC PLAN GOAL:

The proposed amendment meets the City's goal to maintain public safety with a flexible and enhanced service model by ensuring the Department's emergency fleet is properly maintained and ready to deploy.

FISCAL IMPACT:

The Fiscal Year 2024-25 budget has sufficient funds for the proposed amendment. Funding for the maintenance and repair of fire emergency vehicles is included in the budget process.

Respectfully submitted by:

Chris Thompson
Fire Chief

Prepared by:

Rebecca Bojorquez
Principal Management Analyst

Reviewed by:

Martha Garcia
Finance Director

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Justin Tamayo
Assistant City Attorney

City Council Staff Report

DATE: February 19, 2025

AGENDA ITEM NO: Consent Calendar - 3D

TO: The Honorable Mayor and City Council

FROM: Scott Wiese, Chief of Police

SUBJECT: Purchase of a Law Enforcement Van for the Neighborhood Engagement Team (NET)

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving additional bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050(2) and authorizing the City to execute a contract with National Auto Fleet Group for the purchase of a 2025 Ford Transit van.
2. Authorizing the City Manager to execute an Agreement with National Auto Fleet Group, in a form approved by the City Attorney, for the purchase of a 2025 Ford Transit van for homeless outreach transportation within the NET Team in the amount of $87,496.27 for a total not to exceed $120,000.00 from the Police Department's Permanent Local Housing Allocation Grant Year.
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In the spring of 2020, the Police Department launched the Neighborhood Engagement Team (NET) to provide outreach services to the City's unsheltered population. Its primary focus is on facilitating rapid rehousing navigation and delivering ongoing support services. In the summer of 2021, the City employed a housing navigator/case manager to assist individuals experiencing homelessness in accessing essential services. This support includes transportation to social service centers for obtaining state-issued identification, attending shower events, participating in medical appointments and accessing shelters.

Today, NET has transformed into a comprehensive service team comprised of specially trained officers and professional staff devoted entirely to assisting the unhoused community. A dedicated van will be exclusively utilized for outreach services to these individuals. This vehicle will be distinctly branded for NET, ensuring it does not resemble any patrol or enforcement vehicles.

BACKGROUND:

Officers often rely on police patrol units, when available, to transport unhoused persons they encounter. Many social service centers and rapid rehousing locations are outside the jurisdiction of Monterey Park, with some being as far away as Lancaster. The NET team encounters approximately 100 unsheltered individuals each month, and about 10% of this population receives services from NET. The homelessness situation in Monterey Park fluctuates, making it impracticable to predict when transportation will be needed. Therefore, there is a critical need for a vehicle to be readily available for the NET team's use.

In August 2023, staff conducted an RFP for 30 days to obtain bids for the passenger transport van but no bids were received. In October 2024, staff again opened an RFP to obtain bids for the transportation van but again no bids were received.

Staff contacted local commercial vendors and procured two bids for a 2025 Ford Transit Passenger Wagon Van:

- Model 1 Commercial Vehicle $115,000.00 (plus tax, DMV fees, license)
- National Auto Fleet Group- Source Well Cooperative Purchase $87,496.27, (plus DMV fees, license)

An additional estimated $25,000 will be required for radio communication/emergency equipment conversion.

FISCAL IMPACT:

The total cost for this item will not exceed $120,000.00. The funds have been budgeted in the FY2024/2025 police budget.

Respectfully submitted by:

Scott Wiese
Chief of Police

Prepared by:

Bob Hung
Police Lieutenant

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. Quotes

ATTACHMENT 1
List of Quotes

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

1/21/2025

Quote ID: **30872RL**

Mr Bob Hung
City of Monterey Park

320 W Newmark Ave

Monterey Park, California, 91754

Dear Mr Bob Hung,

National Auto Fleet Group is pleased to quote the following vehicle(s) Upfit, (Sourced Item) and Accessories for your consideration.
One (1) New/Unused (Best Bus: 2025 Ford Transit 11 Pass Van) and delivered to your department yard, each for

One Unit	
Subtotal	$79,361.70
Tax (10.2500 %)	$8,134.57
Total	$87,496.27

- per the attached specifications.

This vehicle(s) Upfit is available under the **Sourcewell Contract 091521-NAF.** Please reference this Bid number on all purchase orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572

A signed Contract is needed to move forward with this deal. Please sign below.

LT. Bob Hung, Monterey Park CA Gov

Signature: _____

Print Name: _____

Title: _____

Date: _____

BEST BUS SALES

Signature: _____

Print Name: Alex Feldgreber

Title: Senior Sales Executive

Date: 1/21/2025

This Quote is Active for 30 Days from Date Above. After 30 days, this quote is null and void. Unless signed by Above Customer



Seating

High Back Forward-Facing Vinyl Passenger Seats
3-Point Seatbelts Included
Driver & Co-Pilot Seats – Ford OEM

Interior

Pewter Grey Vinyl Interior
Rear Luggage Space
Heavy Duty Ford OEM Doors
OEM Interior Walls and Headliner

A/C and Heat

OEM Front and Rear Air Conditioning / Heat – Manual Control

Upgraded Safety Features Included – Provides Savings through Reduced Insurance Rates

Daytime Running Lights
Reverse Parking Aid
Back Up Alarm
First Aid Kit, Fire Extinguisher & Highway Triangle Warning Kit

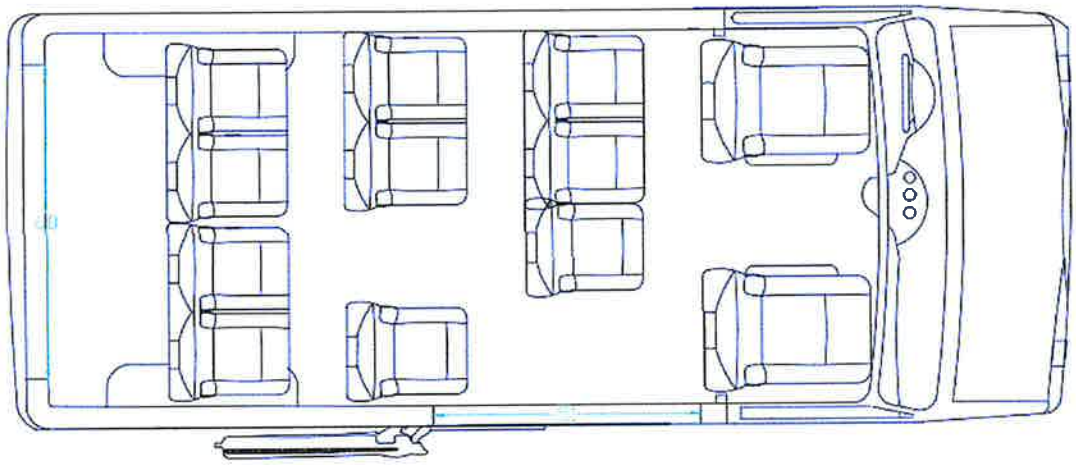
Graphics Package by Signs Plus Wraps- Not Included

In-House 3M Certified Graphics Department
Available for an additional fee

3 Year - 36,000 Mile Limited Warranty on Ford Chassis
5 Year – 60,000 Mile Limited Warranty on Ford Powertrain

2025 Ford Transit X2C 11 Passenger Van

11 Passenger Forward Facing Seats plus Driver with Rear Luggage



SPECIFICATIONS

Chassis

2025 Ford Transit X2C Medium Roof XL RWD
Engine - 3.5L V6
148" Wheelbase
10 speed Auto Overdrive with Select Shift
Alternator – 150 amp/hour
25 Gallon Fuel Tank
Power Mirrors, Power Windows, Power Door Locks, and Keyless Entry
Black Bumper and Body Side Molding
Dual Rear Wheel with Anti-Lock Brake System

Electrical

Sync 4 AM/FM stereo with display and Speakers in Front and Rear

LED Light Package

LED Interior Lighting

Body

Oxford White Exterior Color
Passenger Entry Sliding Door
Rear Passenger Windows
Black Running Board on Passenger Side
Black Running Board on Drivers Entry

best bus sales • service • leasing • fleet management • refurbishing

bestbussales
business in motion

Prepared for: LT. Bob Hung, Monterey Park CA Gov
2025 Ford Transit X2C 11 Passenger Van



**Photos of similar vehicle with optional equipment.*

About Best Bus Sales

For more than 40 years, **Best Bus Sales** has been the preferred dealer for bus and van sales for businesses throughout Illinois, the Midwest, and across the nation. Our corporate office, Chicago–O'Hare is conveniently located in Des Plaines, IL — only 10 minutes from O'Hare International Airport.

Benefits of Purchasing from Best Bus Sales

- State-Of-The-Art Service Center with Dedicated Service Professionals
- ASE-Certified Mechanics and Body Shop Technicians
- Extensive Parts Inventory for Quick and Professional Repairs
- Nationwide Fleet Vehicle Management
  - Warranty and Maintenance Support
- Flexible Financing Options
- In-House 3M Certified Graphics Department
  - Design a New Identity for Your Business
  - Match Existing Logos, Lettering, or Corporate Colors
- Full-Time CDL Drivers for Pick-up and delivery*

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	www.NAFGETA.com
Use the upfitter of your choice:	www.NAFGpartner.com
Vehicle Status:	ETA@NationalAutoFleetGroup.com
General Inquiries:	Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Hung, Bob

From: Esparza, Randy
Sent: Tuesday, January 14, 2025 1:36 PM
To: Mike Farr
Cc: Hung, Bob; Iglesias, Brenda
Subject: RE: NET Van RFP

Thank you Mike.

A.R. 'Randy' Esparza • Sergeant
NEIGHBORHOOD ENGAGEMENT TEAM
MONTEREY PARK POLICE DEPARTMENT
320 W. NEWMARK AVE., MONTEREY PARK, CA 91754
Office (626) 307-1487 / Cell (626) 831-6883 /Fax (626) 307-1468
Email • resparza@montereypark.ca.gov

"We are dedicated to serving our community with respect and pride."
HONOR • INTEGRITY • ACCOUNTABILITY

This message is a public record and may be disclosed under the Public Records Act or other applicable law.

From: Mike Farr <mfarr@model1.com>
Sent: Tuesday, January 14, 2025 1:35 PM
To: Esparza, Randy <REsparza@MontereyPark.ca.gov>
Cc: Hung, Bob <BHung@MontereyPark.ca.gov>; Iglesias, Brenda <BIglesias@MontereyPark.ca.gov>
Subject: RE: NET Van RFP

[EXTERNAL EMAIL]

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

Hi Randy,

Sorry for the delay in getting back to you. Have been waiting for some info back from the upfitters. Can use $115,000 (plus tax, dmv, license) as a number for the van with items we spoke about (Partition, tint, storage, etc.).

Thank you

MIKE FARR
PUBLIC SECTOR SALES WEST

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MODEL 1
COMMERCIAL VEHICLES

EMAIL: mfarr@model1.com
OFFICE: (909) 203-4800 x121
MOBILE: (909) 730-5319

MODEL 1 COMMERCIAL VEHICLES
Setting the example the industry follows

FOLLOW US



From: Esparza, Randy <REsparza@MontereyPark.ca.gov>
Sent: Monday, January 13, 2025 3:51 PM
To: Mike Farr <mfarr@model1.com>
Cc: Hung, Bob <BHung@MontereyPark.ca.gov>; Iglesias, Brenda <BIglesias@MontereyPark.ca.gov>
Subject: Re: NET Van RFP

External Email

Hi Mike,

Happy new year. Any update on the quote for a van? Any feedback is appreciated.
Sent from my iPhone

On Dec 17, 2024, at 09:42, Esparza, Randy <REsparza@montereypark.ca.gov> wrote:

Hi Mark,

I think this may be the closest thing available.

Storage Vault, 36" W x 18" L x 10" H Single drawer with Medeco Cam Lock on Lid and Foam Pad - Troy Products

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REQUEST FOR PROPOSALS

Sealed proposals for the Collections Services, RFP PD # 391-A must be received no later than **11:00 AM on October 10, 2024,** by the City Clerk's office for the City of Monterey Park, 320 West Newmark Avenue, Monterey Park, CA.

Please refer to specifications for complete details and bid requirements.

Funding for this project is provided by the Permanent Local Housing Allocation Program (PLHA). The specifications in this notice are a part of any contract awarded in accordance with the RFP and PLHA guidelines.

CITY OF MONTEREY PARK
REQUEST FOR PROPOSAL

PROPOSAL NET VAN RFP PD# 391-A

PROPOSALS ARE DUE: NO LATER THAN 11:00 AM, on October 10, 2024.

The City of Monterey Park is seeking proposals from qualified firms to provide the Neighborhood Engagement Team (NET) with a passenger vehicle.

1. Submit Proposal to:
   City of Monterey Park
   Attn: City Clerk
   NET VAN
   RFP PD #391-A
   320 W. Newmark Avenue
   Monterey Park, CA 91754

2. Proposer must honor proposal prices for sixty (60) days.

3. Proposals must include this Proposal form and be signed by the vendor's authorized representative.

4. Award of a contract will be made by the City Council based upon the criteria set forth in this RFP and will be made based upon the best qualified proposer rather than lowest price.

5. Proposer will have sixty (60) days from notice of selection to deliver the vehicle.

PROPOSER TO READ

I have read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

_____ Company	_____ Address
_____ Name (Print)	_____ Signature
_____ Company Phone No.	_____ Title of Person Signing Bid

PROPOSAL INSTRUCTIONS

1. Submitting Proposals. (a) Proposals must include this form, completed in its entirety, in a sealed envelope with the wording "Proposal," proposal number and closing date marked on the outside; (b) Proposals/corrections received after the closing time will not be opened. The City is not responsible for proposals not properly marked and delivered. Upon award, all submissions become a matter of public record.

2. Alternatives. Any changes or alternatives must be set forth in a letter attached to this proposal. The City has the option of accepting or rejecting any alternative proposal.

3. Currency. All references to dollar amounts in this solicitation and in vendor's response refer to United States currency.

4. Preparation. All proposals must be typed or written in black ink. Errors may be crossed out and corrected in ink, then initialed in ink by the person signing the proposal.

5. Rejection. The City may reject any or all proposals and waive irregularity in any proposal.

6. Default. In case of default by the vendor of any of the conditions of this proposal or contract resulting from this proposal, the vendor agrees that the City may procure the services from other sources and may deduct from the unpaid balance due the vendor, or collect against the bond or surety, or may invoice the vendor for excess costs so paid, and prices paid by the City will be considered the prevailing market price at the time such purchase is made.

7. Assignment. No assignment by the vendor of contract or any part hereof, or of funds to be received hereunder, is binding upon the City unless the City gave written consent before such assignment.

8. Subcontractors. The Bidder must list any subcontractors that will be used, the work to be performed by them, and total number of hours or percentage of time they will spend on the project.

9. Indemnification. The extent of a successful contractor's obligation to indemnify and defend the City is set forth in the sample contract attached to this RFP.

10. Bonds. When deemed necessary by the City, bid bonds must be furnished by all proposers in the amount of at least 10% of the bid to guarantee that proposers will enter into contract to furnish goods at prices stated. Likewise, a Performance Bond must be required of the successful proposer when stated in the specification (cash deposit, certified or cashier's check or money order may be substituted in lieu of either bond).

11. Insurance. This is a contract involving services and the City requires insurance. Insurance must be primary insurance and must name the City of Monterey Park as an additional insured. Proof

of insurance in the following amounts must be provided prior to contract signing; liability in the amount of $1,000,000, automotive in the amount of $1,000,000, worker's compensation in accordance with California law and Pollution Liability or Errors & Omissions of $1,000,000 each occurrence/$2,000,000 policy aggregate. Specific insurance requirements are set forth in the sample contract. **BIDDERS MUST SIGN AND RETURN EXHIBIT "A", INSURANCE REQUIREMENTS, WITH THEIR PROPOSAL.**

12. Proposal Rejection: The City may reject the proposal of any proposer who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a proposer who is not in a position to perform such a contract satisfactorily. The City may reject the proposal of any proposer who is in default of the payment of taxes, licenses or other monies due to the City of Monterey Park.

13. Contract Pricing: Except as otherwise provided, price proposals must remain consistent through the term of this contract.

CONTRACT SAMPLE

The successful bidder will be required to enter into the sample contract that is attached as **Exhibit "B"**

STATEMENT OF WORK AND FORMAT

The City of Monterey Park (City) requests proposals for the following purpose according to the terms and conditions attached. In the preparation of this Request for Proposal the words "Bidder," "Contractor," and "Consultant" are used interchangeably.

1. **Purpose:**

   The primary purpose of this RFP is to secure a contract with a qualified car dealership to purchase a van to transport the unhoused population as well as those experiencing mental health crisis in The City of Monterey Park. The City of Monterey Park values professionalism, a sense of community, and quality public services. As a result, the City is seeking professional firms that can deliver a vehicle to effectively and empathetically transport our diverse customer base with care and respect.

2. **Proposal Schedule:** Following is a tentative schedule of events:

   Proposal Requirements:

   An original hard copy of the proposal must be received by the City of Monterey Park no later than **11:00 am on October 10, 2024**.

   The original hard copy should be delivered in a sealed envelope, plainly marked in the upper, left-hand corner with the name and address of the bidder and the words "Request for Proposal, NET Van RFP PD# 391-A", to the address below:

   City of Monterey Park
   Attn: City Clerk
   NET VAN RFP PD # 391-A
   320 W. Newmark Avenue
   Monterey Park, CA. 91754

   Please note: City Hall is closed to the public on Fridays, please plan accordingly. Late bids/proposals will not be accepted. Any correction or resubmission done by the proposer will not extend the submittal due date.

Evaluation of Proposals

The proposals will be reviewed by City staff between October 14 - 15, 2024. Proposals will be evaluated based on the following qualifications criteria and in accordance with the City of Monterey Park municipal code (MPMC) § 3.20.080:

(a) For the purposes of this chapter, in addition to price, "lowest responsible bidder" will be determined based on consideration of the following factors:

(1) The ability, capacity and skill of the bidder to perform the contract or provide the supplies;

(2) Whether the bidder has the facilities to perform the contract or provide the supplies promptly, or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder;

(4) The bidder's record or performance of previous contracts or services;

(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract;

(6) The sufficiency of the financial resources and ability of the bidder to perform the contract; and

(7) The quality, availability and adaptability of the supplies to the particular use required.

(b) In addition to the foregoing, for the purpose of calculating the lowest responsible bidder, preference will be awarded to local vendors, when the following criteria are met:

(1) The vendor is a person or legal entity with a place of business within the city and a valid current business license issued by the city; and

(2) The difference between bids from the local vendor and those outside the city is less than the current sales tax benefit the city would receive.

Recommendation to City Council for Contract Award:

Interviews of the top firms may be required. The successful contractor will be selected by the City Council based upon the criteria set forth above and the City's sole discretion. The Council is under no obligation to contract with any applicant.

3. **Introduction/Background:**

The City of Monterey Park is located at the western gateway to the San Gabriel Valley, in Los Angeles County, just a few miles east of downtown Los Angeles. The City encompasses an area of 7.73 square miles with a population of 61,000.

Monterey Park was incorporated in 1916 as a general law city and operates under the council-manager from of government. The City council, which consists of five members, is elected by district and each serves a term of four years. The City Clerk and the City Treasurer are also elected by the citizens. The City of Monterey Park is a full-service municipal government, offering its residents police protection, fire and emergency medical services, water, sewer and refuse collections, public infrastructure improvements and culture and leisure programming.

The primary purpose of this RFP is to secure a contract with a qualified car dealership to purchase a van to transport the unhoused population as well as those experiencing mental health crisis in The City of Monterey Park. The City of Monterey Park values professionalism, a sense of community, and quality public services. As a result, the City is seeking professional firms that can deliver a vehicle to effectively and empathetically transport our diverse customer base with care and respect.

4. **Objective(s)/Work Products:** Refer to the terms of the Agreement included as **Exhibit "B."**

5. **Work Statement**: Refer to the terms of the Agreement included as **Exhibit "B."**

6. **Required Qualifications:**

Qualifying respondents must be registered and maintain proper business licenses and in good standing within the State of California. Have experience, sufficient size and depth of management, resources and staff to provide, support and meet operational requirements and ensure quality service throughout the term of the Agreement. Qualifying respondents must also have measurable and demonstrated successful experience in providing the specified services for like size venue and operations, provide collection services as the primary function of the business and have been in business for at least five years providing collection services to similar sized city governments.

7. **Scope of Work: (Refer to Scope of Work, Exhibit "C")**

8. **Time Schedule:**

RFP Issue Date	**September 26, 2024**
Proposal Due Date	**October 10, 2024 (No later than 11:00 AM)**
Award of Contract	**Week of November 18, 2024**

The initial term of this Agreement is **11/20/2024 – 06/30/2025**

9. **Response Submittal Requirements:**

(a) CONTENTS OF PROPOSAL

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format will result in elimination from proposal evaluation. **(Refer to Scope of Work, Exhibit "C.")**

FORMAT:

Each proposal must contain:

Cover Letter - Must include the name, address, and telephone number of the company, and be signed by the person or persons authorized to represent the firm.

Bid Sheet – Refer to Exhibit "C"

(b) PROPOSAL SUBMISSION

All proposals must be submitted according to specifications set forth in Section 8 (a) - Contents of Proposal and this section. Failure to adhere to these specifications may be cause for rejection of proposal.

I. Signature. An authorized representative of the bidder MUST sign all proposals.

II. Due Date. The proposer must submit one (1) hard copy original of the proposal. The original copy must be received no later than 11:00 am on October 10, 2024.

The original hard copy should be delivered in a sealed envelope, plainly marked in the upper, left-hand corner with the name and address of the bidder and the words "Request for Proposal, NET Van RFP PD #391-A."

City of Monterey Park
Attn: City Clerk
NET Van, RFP PD # 391-A
320 W. Newmark Avenue
Monterey Park, CA. 91754

Please note: City Hall is closed to the public on Fridays, please plan accordingly. Late bids/proposals will not be accepted. Any correction or resubmission done by the proposer will not extend the submittal due date.

III. Addenda. City may modify the proposal and/or issue supplementary information or guidelines relating to the RFP during the proposal preparation period of **09/26/2024 to 10/10/2024.**

IV. Rejection. A proposal may be deemed nonresponsive and may be immediately rejected if:
- It is received at any time after the exact date and time set for receipt of proposals and/or;
- It is not prepared in the format prescribed and/or;
- It is signed by an individual not authorized to represent the firm.

V. Disposition of Proposals. The City reserves the right to reject any or all proposals. All responses become the property of the City. One copy of the proposal must be retained for City files. Additional copies and materials will be returned only if requested and at the bidder's expense.

VI. Proposal Changes. Once submitted, proposals, including the composition of the contracting team, cannot be altered without the prior written consent of the City. All proposals constitute an offer to the City and may not be withdrawn for a period of sixty (60) days after the last day to accept proposals.

Proposals will be evaluated on the following criteria:

1. Contractor's understanding of scope of work.

2. Contractor's approach to performing the tasks defined in the Scope of Work.

3. Capability of firm and key project personnel to handle the project in terms of workload, experience, and efficient staff utilization.

During the selection process, the evaluation panel may wish to interview bidders with scores above a natural break, for clarification purposes only. No new material will be permitted at this time.

Exhibit "A"

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

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

Type of Insurance	**Limits**
Commercial general liability:	$2,000,000.00
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of the most recent ISO-CGL Form Number. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name 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 insurance must 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.

Professional liability coverage must be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," the Consultant must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated ("extended insurance"). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Consultant for all claims made by the City arising out of any errors or omissions of the Consultant, or its officers, employees or agents during the time this Agreement was in effect.

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

The Consultant must 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 must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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 consultant. Failure to provide this form may render the bidder's proposal "nonresponsive."

_____ _____

Date Bidder

Exhibit "B"

PURCHASE ORDER

Purchase Order

Page 1 of 1

Fiscal Year

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS

Purchase Order Number

Purchase Order Date

Department

Bill To
320 W Newmark Ave
MONTEREY PARK
CA 91754-2986

Ship To
CITY HALL
CITY OF MONTEREY PARK
320 W NEWMARK AVE
MONTEREY PARK, CA 91754

Vendor 1443

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE

NOTES

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1			EACH		

SAMPLE

Authorized Signature

Total Ext. Price

Purchase Order Total $

SAMPLE

1. GENERALLY. The materials, supplies, or services (collectively, "Purchase") covered by this purchase order ("order") must be furnished within 60 days of the Purchase date, identified on the first page of this Purchase Order, by Seller subject to all the terms and conditions contained in this order which Seller, in accepting this order, agrees to be bound by and comply with in all particulars. No other terms or conditions are binding upon the parties unless subsequently agreed to in writing. Written acceptance or shipment of all or any portion of the Purchase covered by this order constitutes unqualified acceptance of all terms and conditions in this order. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specified the Purchase ordered, the price, and the delivery, and then only to the extent that such terms are consistent with the terms and conditions of this order.
2. INSPECTION. The Purchase furnished must be exactly as specified in this order, free from all defects in Seller's performance, design, workmanship, and materials, and, except as otherwise provided, is subject to inspection and test by City at all times and places. If, before final acceptance, any Purchase is found to be incomplete, or not as specified, City may reject it, require Seller to correct it without charge, or require delivery of such Purchase at a reduction in price that is equitable under the circumstances. If seller is unable or refuses to correct such items within a time deemed reasonable by City, City may terminate the order in whole or in part. Seller bears all risks as to rejected Purchases and, in addition to any costs for which Seller may become liable to City under other provisions of this order, must reimburse City for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted Purchases. Notwithstanding City's acceptance of any Purchase, Seller is liable for latent defects, fraud, or such gross mistakes as constitute fraud.
3. CHANGES. City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both must be made. No change by Seller is allowed without City's written approval. Any claim by Seller for an adjustment under this section must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition in writing. Nothing in this section excuses Seller from proceeding with performance of the order as changed.
4. TERMINATION. City may terminate this order at any time, either verbally or in writing, with or without cause. Should termination occur, City will pay Seller as full performance until such termination the unit or pro rata order price for the performed and accepted portion of the Purchase. City may provide written notice of termination for Seller's default if Seller refuses or fails to comply with this order. If Seller does not cure such failure within a reasonable time period, or fails to perform the Purchase within the time specified (or allowed by extension), Seller will be liable to City for any excess costs incurred by City.
5. TIME EXTENSION. City may extend the time for completion if, in City's sole determination, Seller was delayed because of causes beyond Seller's control and without Seller's fault or negligence. In the event delay was caused by City, Seller's sole remedy is limited to recovering money actually and necessarily expended by Seller because of the delay; there is no right to recover anticipated profit.
6. REMEDIES CUMULATIVE. City's rights and remedies under this order are not exclusive and are in addition to any rights and remedies provided by law.
7. TITLE. Title to materials and supplies purchased under this order pass directly from Seller to City upon City's written acceptance following an actual inspection and City's opportunity to reject.
8. PAYMENT. City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses unless specified in this order. Drafts will not be honored.
9. INDEMNIFICATION. Seller agrees to indemnify and hold City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Purchase or the order, or their performance, except for such loss or damage arising from City's sole negligence or willful misconduct. 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 Purchase or order, or their performance, Seller will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, and employees. It is expressly understood and agreed that the foregoing provisions will survive termination of this order. The requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Seller pursuant to this order, including, without limitation, to the provisions concerning indemnification.
10. WARRANTY. Seller agrees that the Purchase is covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as is specified in this order. Warranties will be effective notwithstanding any inspection or acceptance of the Purchase by City.
11. ASSIGNMENT. City may assign this order. Except as to any payment due under this order, Seller may not assign or subcontract the order without City's written approval. Should City give consent, it will not relieve Seller from any obligations under this order and any transferee or subcontractor will be considered Seller's agent.
12. INSURANCE. Seller must provide the insurance indicated on the face sheet of this order.
13. PERMITS. Seller must procure all necessary permits and licenses, and abide by all federal, state, and local laws, for performing this order.
14. INDEPENDENT CONTRACTOR. City and Seller agree that Seller will act as an independent contractor and will have control of all work and the manner in which is it performed. Seller will be free to contract for similar service to be performed for other employers while under contract with City. Seller is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this order that may appear to give City the right to direct Seller as to the details of doing the work or to exercise a measure of control over the work means that Seller will follow the direction of the City as to end results of the work only.
15. WAIVER. City's review or acceptance of, or payment for, work product prepared by Seller under this order will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Seller's performance. A waiver by City of any breach of any term, covenant, or condition contained in this order will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this order, whether of the same or different character.
16. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

Exhibit "C"

SCOPE OF WORK
City of Monterey Park,
NET Van RFP PD #391-A

I INTRODUCTION

The primary purpose of this RFP is to secure a contract with a qualified car dealership to purchase a van to transport the unhoused population as well as those experiencing mental health crisis in The City of Monterey Park. The City of Monterey Park values professionalism, a sense of community, and quality public services. As a result, the City is seeking professional firms that can deliver a vehicle to effectively and empathetically transport our diverse customer base with care and respect.

II BACKGROUND

The City of Monterey Park is located at the western gateway to the San Gabriel Valley, in Los Angeles County, just a few miles east of downtown Los Angeles. The City encompasses an area of 7.73 square miles with a population of 61,000. Monterey Park was incorporated in 1916 as a general law city and operates under the council-manager form of government. The City Council, which consists of five members, is elected by district and each serves a term of four years. The City Clerk and the City Treasurer are also elected by the citizens. The City of Monterey Park is a full-service municipal government, offering its residents police protection, fire and emergency medical services, water, sewer and infrastructure improvements and culture and leisure programming.

The Neighborhood Engagement Team was created in Spring of 2020 and a housing outreach coordinator was hired in 2021. The NET team is an indefinite program if the homeless issue continues to plague the City of Monterey Park. The Neighborhood Engagement Team (NET) is a bureau within the city police department. It is staffed with one Police Sergeant, one Detective, three officers, one social worker who is a homeless outreach /housing navigation coordinator and one LA County PSW. The team officers wrap around services such as when an unhoused client is seeking shelter or other services, the housing navigation coordinator will find a resource to fill the need. Often it is outside of Monterey Park City limits. The housing navigation coordinator must rely on use of a police SUV (If available) to arrange transportation for clients she encounters. Often it is a crapshoot for her to transport clients as she does not have a vehicle assigned for her use.

III. CONTRACT REQUIREMENTS

1. As stated in Exhibit "A", to be awarded this contract, the successful respondent must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	**Limits**
Commercial general liability:	$2,000,000.00
Workers' compensation	Statutory requirement.

Additionally, liability policies must 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.

IV. QUESTIONNAIRE

EXECUTIVE SUMMARY

This section should contain an outline of the respondent's general approach along with a brief summary of the prominent features of the proposal submitted.

1. How long has your company been in business?
2. History of agency, key members of management team, including the makeup of the agency and experience with municipal accounts.
3. Provide at least five local references that received similar services from the respondent's firm. The City reserves the right to contact any of the organizations or individuals listed. Information provided shall provide:
   a. Client Name
   b. Project Description
   c. Project start and end dates
   d. Client project manager name, telephone number, and email address

BID SHEET
NET PASSENGER VAN

The following:

Company Name:
Address:

Submits its Price Quote for Project Name: Neighborhood Engagement Team Passenger Van in compliance with the attached requirements as follows:

Item	Description	Quantity	Unit	Unit Price	Total Price
				$_____	$_____
				$_____	$_____
				$_____	$_____
Total Price Quote					$_____

The prices must 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 this Bid and all applicable law and standards. All other work items not specifically listed in the above items and/or not shown on the Bid, but are necessary to complete the work per all applicable law and standards are assumed to be included in the bid prices.

Authorized Signature: _____

Name and Title: _____

Tel: _____ _____

Date: _____

V. SCOPE OF WORK

The City of Monterey Park NET team requests a cargo van with a minimum of five (5) seats and a high roof with the below following specifications:

- Silver, Black, Gray or similar color
- Overall Height 114 inches
- Overall Length 234 inches
- Overall Width with mirrors 92 inches
- 4, 6, or 8cylinder gas engine or similar
- AM/FM Radio w/ Navigation or similar
- Interior rearview mirror
- Folding exterior mirrors
- Rear view camera with head unit display
- Blind spot assist
- Michelin or similar type tires
- Leather or vinyl seats
- Automatic transmission
- Electric parking brake
- Metal or similar flooring
- Power windows
- Air conditioning

VI. PROPOSED FEES

The City of Monterey Park intends to award this contract to the Agency that it deems most responsive and will provide the most comprehensive and high-quality service to the City inclusive of fee considerations. The City reserves the right to accept other than the lowest price offer and to reject all proposals that are not responsive to this request.

City Council Staff Report

DATE: February 19, 2025

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council

FROM: Scott Wiese, Chief of Police

SUBJECT: Enter into a 5-Year renewed agreement with Lenslock Inc. in the amount of $755,446.75 for In-Car Cameras, Body Worn Cameras, video & data storage services.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050 (2) and authorize the City Manager to amend a contract (Agreement # 2154-A) with Lenslock Inc. in a form approved by the City Attorney, for the purchase of in-car cameras, body-worn cameras, video & data storage services; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The FY 2024-25 budget allocates $155,000 under account #1013115-5254 for in-car cameras, bodyworn cameras, and video and data storage services. During the fiscal year budget process, staff researched available options and determined that Lenslock Inc. best met the needs of the Police Department for both in-car and body-worn camera solutions.

BACKGROUND:

In 2019, the Police Department entered into a 5-year agreement with Lenslock for in-car cameras, body-worn cameras, and video and data storage services. This agreement has now expired. Due to Lenslock's exceptional customer service, performance, and the quality of their products, the Police Department has decided to renew the agreement for an additional 5 years.

Lenslock offers an inclusive package that includes in-car cameras, body-worn cameras, unlimited video storage, installation, and on-site service and maintenance. The costs are fixed and will not increase over the five-year agreement.

Lenslock utilizes Microsoft Azure Government Cloud storage, which complies with FBI CJIS (Criminal Justice Information Services) security standards. Microsoft ensures data backup at several undisclosed locations across the United States.

Lenslock has developed a proprietary bridge that connects in-car cameras and body worn cameras to the City's Computer Aided Dispatch (CAD) system. This integration allows

the Lenslock system to automatically tag video footage with critical information whenever an officer is dispatched to a call and their camera is activated. The tags include details such as the officer's name, badge number, location, date and time, case number, and incident type.

This proprietary software by Lenslock will save both time and money when it comes to searching for specific video footage. This is particularly useful for addressing citizen complaints, fulfilling requests from the District Attorney's office for evidentiary-related video, or conducting officer reviews to complete reports.
Lenslock offers additional services at no extra cost:

- Support for up to 4 in-car cameras per vehicle
- 5-year warranty included
- Body-worn cameras (BWC) will be replaced or upgraded every 2 years
- In-car systems will be replaced or upgraded every 3 years
- Unlimited data plan available
- Redaction services provided
- Integration with Computer-Aided Dispatch (CAD) systems
- Body-worn cameras for staff members from Sergeant to Chief of Police, resulting in an annual savings of $17,000
- Secondary (backup) body-worn cameras for Officers and Corporals, leading to an annual savings of $79,000
- A video access portal specifically designed for District Attorneys
- On-site service and maintenance
- Provide, install, maintain hardware/software for optimal video offload

The Police Department is requesting a waiver of the bidding process based on several key factors regarding Lenslock. These factors include Lenslock's excellent customer service, quality, durability, and availability of next-day on-site service that no other vendor offers. Lenslock provides cost-efficient solutions and has previously supplied and installed the necessary infrastructure at City Hall to support the services. This infrastructure includes video offloading stations, servers, Wi-Fi antennas, and the required electrical wiring and cabling.

According to MPMC § 3.20.050 (2), exceptions to the City's bidding process can be made when the supply can be obtained from only one vendor or circumstances demonstrate only one vendor is best qualified to provide the supply. The Police Department believes the exception applies in this case.

Lenslock has submitted a 5-year proposal that includes annual payments. The cost for Year 1 is the highest at $151,369.35, which covers shipping charges for upgrading equipment. For Years 2 through 5, the annual cost is $151,019.35. Lenslock's pricing plan is fixed and guaranteed not to increase throughout the duration of the 5-year agreement.

FISCAL IMPACT:
The total cost for this item for the the five-year contract term will not exceed $755,446.75. The funds for the first year in the amount of $151,369.35 have been budgeted in the FY 2024-25 Police budget. Funds for the remaining four years of the contract will be included in future budgets.

Respectfully submitted by:

Scott Wiese
Chief of Police

Prepared by:

Tim Wisniewski
Police Sergeant

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Karl H. Berger
City Attorney

City Council Staff Report

DATE: February 19, 2025

AGENDA ITEM NO: Consent Calendar - 3F

TO: The Honorable Mayor and City Council

FROM: Orlando Muro, Recreation Supervisor
Robert Aguirre, Director of Recreation & Community Services

SUBJECT: Consider a request for Alcohol Consumption permits and permit fee waivers allowing the Alhambra Educational Foundation to conduct alcohol sales at the Play Days Carnival and Electric Park events

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving an Alcohol Consumption permit allowing the Alhambra Educational Foundation to conduct alcohol sales at the Play Days Carnival, May 8-11, 2025;
2. Approving an Alcohol Consumption permit allowing the Alhambra Educational Foundation to conduct alcohol sales at the Electric Park event on October 4, 2025;
3. Approving an Alcohol Consumption permit fee waiver of $250 per event;
4. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park traditionally celebrates its “birthday” each May with a four-day celebration in Barnes Park, “Happy Birthday Monterey Park, Play Days.” The festivities include carnival rides, games, food trucks, and live entertainment. Separately, the City also hosts the Electric Park music event, a growing annual celebration of electronic music that fosters community engagement and cultural enrichment.

Building on the success of the first Play Days beer garden in 2024 and the Electric Park beer garden, the City aims to continue this feature in 2025. Beer gardens at both events were well received by the community, providing a safe and enjoyable experience while raising valuable funds for the Alhambra Educational Foundation. Given the success of events, the Alhambra Educational Foundation confirmed their interest in hosting the beer garden at both events in 2025. The Foundation, a 501(c)(3) nonprofit organization, is confident that this opportunity will continue to generate additional funds to support and enhance the educational programs of the Alhambra Unified School District.

BACKGROUND:

Monterey Park Municipal Code (“MPMC”) § 12.04.100 allows for the sale and consumption of alcohol upon public premises when the City Council approves a permit.

The Alhambra Educational Foundation is requesting permits from the City Council to sell alcohol at the Play Days Carnival (May 8-11, 2025) and the Electric Park event (October 4, 2025). The sale of alcohol at these events will be closely monitored by the Alhambra Educational Foundation, Recreation Leaders, and Police Department staff to ensure there is no sale or consumption of alcohol by any underage attendees. Attendees 21 years of age or older who wish to purchase or consume alcohol will be required to provide proof of age to receive an identifying wristband that must be worn at all times. Additionally, all alcohol must be kept within the designated, fenced areas of each event.

The Alhambra Educational Foundation will be required to provide a License from the California Department of Alcohol Beverage Control and General Liability Insurance with an endorsement naming the City of Monterey Park as additionally insured.

FISCAL IMPACT:
All costs associated with an approved permit are the responsibility of the petitioner. The recommended fee waiver is $250 per event, totaling $500 for both events.

Respectfully submitted by:

Robert Aguirre
Director of Recreation &
Community Services

Reviewed by:

Scott Wiese
Police Chief

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Justin A. Tamayo
Assistant City Attorney

City Council Staff Report

DATE: February 19, 2025

AGENDA ITEM NO: Consent Calendar - 3G

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: S. Atlantic Blvd and S. Garfield Ave Phase VI Water Main Improvements – Award of Contract

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with J.A. Salazar Construction & Supply Corp., in the amount of $3,467,275 for the S. Atlantic Blvd and S. Garfield Ave Phase VI Water Main Improvements, Specification No. 2024-010;
2. Authorizing the Director of Public Works to approve change orders and contingency up to $173,364 or 5% of the contract amount;
3. Authorizing City Manager to execute a Task Order to On-call Agreement 2452-AA, in a form approved by the City Attorney, with Terracon Consultants in the not to exceed amount of $67,000 for geotechnical services;
4. Authorizing the City Manager to execute a Task Order to On-call Agreement 2455-AA, in a form approved by the City Attorney, with SA Associates., in the not to exceed amount of $230,000 for construction management and construction inspection services; and
5. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY:

Capital Improvements Project (“CIP) No. 99032 – S. Atlantic Blvd and S. Garfield Ave Phase VI Water Main Improvements (“Project”) consists of the installation of water main along S. Atlantic Blvd, S. Garfield Ave, and Harding Ave, including the construction of water service line replacement, installation of new fire hydrants and laterals, fire services lines, and appurtenances, valves, abandonment of existing water mains, tie-in to existing

systems, and trench repair restoration. In addition, the project will include the installation of fiber optic conduits and related infrastructures. This task is part of the City's CIP No. 99032, Adaptive Traffic Project. However, to avoid cutting the street again after the water project is complete, staff is incorporating this work as part of the water project and trenching for the installation of the fiber optic at the same time as the water line. This will result in cost savings and efficient work, lessening the inconvenience to the public. Pursuant to Resolution No. 2024-R48, the Public Works Director ("Director") solicited bids for the S. Atlantic Blvd and S. Garfield Ave Phase VI Water Main Improvements project (Specification No. 2024-010).

The public bid opening for the S. Atlantic Blvd and S. Garfield Ave Phase VI Water Main Improvements project was held on January 14, 2025. Eight bids were received: J.A. Salazar, Big Ben Engineering, Stephen Doreck, CEM Construction, Ferreira Construction, Dominguez General Engineering, W.A. Rasic Construction, and Toro Enterprises. It is recommended that City Council authorize the City Manager to execute a Public Works contract with J.A. Salazar Construction & Supply Corp., for the Project in the amount of $3,467,275, plus a contingency amount not to exceed $173,364. Supporting services includes a contract for construction management and construction inspection, with SA Associates for $230,000 and geotechnical services with Terracon Consultants for $67,000.

BACKGROUND:

The 2024-25 Capital Improvement Program includes the Project as CIP No. 99032 to be funded primarily by Fund 408 – Water Funds. The Project consists of the replacement of approximately 7,000 lineal feet of Polyvinyl Chloride (PVC) pipe at various diameters, removal and installation of approximately 35 fire hydrants, installation of approximately 70 Water services, installation of valves, abandonment of existing mains, tie-in-to existing systems, installation of 6,500 linear feet of fiber optic conduits and splice vaults, and trench repairs.

The project involves water improvements for the following streets:

Street	Segment
Garfield Avenue	Coral View Street to Graves Avenue
Harding Avenue	Atlantic Boulevard to De La Fuente Street
Atlantic Boulevard	Harding Avenue to Newmark Avenue

Staff opened bids on January 14, 2025, for the S. Atlantic Blvd and S. Garfield Ave Phase VI Water Main Improvements, Specification 2024-010, and completed the review of all bids submitted. The bids are listed in the table below:

RANK	BIDDER	BASE BID AMOUNT
1	J.A. Salazar Construction & Supply Corp.	$3,467,275
2	Big Ben Engineering	$3,571,582
3	Stephen Doreck Equipment	$3,669,370
4	CEM Construction Corporation	$4,185,100
5	Ferreira Construction	$4,412,961
6	Dominguez General Engineering	$5,718,465
7	W.A. Rasic Construction	$5,785,989.25
8	Toro Enterprises	$5,828,369

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

Additionally, staff obtained proposals from three of the City's on-call consultants for construction management and construction inspection for the Project: SA Associates, Cannon, and TYLin. These services include holding recurring meetings with City staff and all involved parties, review project plans, take photos and videos daily of existing site conditions, provide field observations during construction, report to City any violations and application regulations, and turn over all documents including final redline as-built drawings to City. Since the proposed work exceeds the City Manager's contracting authority under the current on-call agreement, staff recommends City Council approve a Task Order with SA Associates in a not to exceed amount of $230,000, including a 10% contingency, for these services.

Furthermore, staff requested a proposal from Terracon for geotechnical services for this Project. Geotechnical services are required to maintain road stability once all underground work has been completed. Since the proposed work exceeds, the City Manager's contracting authority under the current on-call agreement with Terracon Consultants, staff recommends City Council approve a Task Order with Terracon Consultants in a not to exceed amount of $67,000, including a 9% contingency, for these services.

Due to trenching, these projects typically result in large amount of dirt material that needs to be disposed. However, staff identified this as a source of fill material for the Barnes

Park Pool demolition project. The filling of the pool was incorporated into the scope of work and will be funded by the Barnes Park Pool project, CIP No. The estimated cost for this portion of the work is $350,000.

The installation of fiber optic conduit and related vaults and services as part of the Adaptive Traffic project is also incorporated into the scope of work. This will avoid additional trenching and construction work on the roads once the water project is completed. The estimated cost for work related to the Adaptive Traffic project is $480,000.

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 replace old water lines and bring our water infrastructure up to current standards.

FISCAL IMPACT:

The Project is budgeted in the 2024-2025 fiscal year Capital Improvement Program under CIP No. 99032 primarily funded by Fund 408 – Water Funds. The total estimated project cost for this project is $5,137,639 including the contract amount, contingency, construction management and inspection, and geotechnical services. Funds from CIP No. 95047 – Barnes Park Pool project and CIP No. 96026 – Adaptive Traffic will also be used to fund portions of the work related to each of these projects. Purchase of materials and supplies was approved by Council February 5, 2025 for a total of $1,200,000. The estimated project costs are listed below.

Construction	$3,467,275
Contingency (5%)	$173,364
Materials and Supplies	$1,200,000
Construction Management/Inspection	$230,000
Geotechnical Services	$67,000
Total Estimated Project Cost	$5,137,639

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. J.A. Salazar Construction & Supply Corp. Bid Proposal
2. SA Associates Proposal
3. Terracon Construction Proposal

ATTACHMENT 1

J.A. Salazar Construction & Supply Corp. Bid Proposal

J. A. Salazar Construction & Supply Corp.

Line Item	Item Description	Unit	Quantity	Unit Price	Amount
1	Mobilization and Demobilization.	LS	1	$60,000.00	$60,000.00
2	Traffic Control	LS	1	$12,000.00	$12,000.00
3	Implement and maintain NPDES BMPs per specifications	Days	90	$100.00	$9,000.00
4	Remove and dispose asbestos cement (AC) pipe 5" thru 12" diameter	Ln Ft	200	$80.00	$16,000.00
5	Install 6" PVC C900, DR14,CL 305 Waterline	Ln Ft	20	$200.00	$4,000.00
6	Install 8" PVC C900, DR14,CL 305 Waterline	Ln Ft	1200	$205.00	$246,000.00
7	Install 10" PVC C900, DR14,CL 305 Waterline	Ln Ft	62	$215.00	$13,330.00
8	Install 12" PVC C900, DR14,CL 305 Waterline	Ln Ft	5539	$205.00	$1,135,495.00
9	Install 14" PVC C900, DR14,CL 305 Waterline	Ln Ft	110	$205.00	$22,550.00
10	Install16" PVC C900, DR14,CL 305 Waterline	Ln Ft	70	$240.00	$16,800.00
11	Install 18" PVC C900, DR14,CL 305 Waterline	Ln Ft	54	$250.00	$13,500.00
12	Remove 6 inch Fire Hydrant Assembly and deliver to City Yard.	Ea	14	$1,000.00	$14,000.00
13	Install new Fire Hydrant Assembly Per City Standards	Ea	20	$15,000.00	$300,000.00
14	Install 1-inch Water Service per City Standard	Ea	49	$2,500.00	$122,500.00
15	Install 2-inch Water Service per City Standard	Ea	14	$4,500.00	$63,000.00
16	Install 4-inch Water Service per City Standard	Ea	3	$11,500.00	$34,500.00
17	Install 6-inch Water Service per City Standard	Ea	2	$11,500.00	$23,000.00
18	Furnish and Install pressure regulator at single Family residence	Ea	8	$600.00	$4,800.00
19	Install and reconnect 4-inch fire service per City Standard	Ea	1	$8,500.00	$8,500.00
20	Install and reconnect 6-inch fire service per City Standard	Ea	1	$8,500.00	$8,500.00
21	Install and reconnect 8-inch fire service per City Standard	Ea	4	$8,500.00	$34,000.00
22	Remove existing single 4â€ detector check and Install 4â€ DCDA per City Std	Ea	1	$8,500.00	$8,500.00
23	Install 2" Blow off assembly per City Std	Ea	3	$6,500.00	$19,500.00
24	Install 2" Air release valve per City Std	Ea	2	$6,500.00	$13,000.00
25	Furnish and install cap on abandoned waterline with sandbags and concrete	Ea	38	$400.00	$15,200.00

26	Furnish and install cap with thrust block on new waterline	Ea	2	$3,500.00	$7,000.00
27	Abandon Valve and Valve box	Ea	54	$500.00	$27,000.00
28	Install 6" Gate Valve and Box	Ea	3	$1,500.00	$4,500.00
29	Install 8" Gate Valve and Box	Ea	8	$2,000.00	$16,000.00
30	Install 10" Gate Valve and Box	Ea	1	$2,400.00	$2,400.00
31	Install 12" Gate Valve and Box	Ea	28	$2,500.00	$70,000.00
32	Install 14" Gate Valve and Box	Ea	3	$3,500.00	$10,500.00
33	Install 16" Gate Valve and Box	Ea	2	$3,500.00	$7,000.00
34	Install 18" Gate Valve and Box	Ea	2	$3,500.00	$7,000.00
35	Unclassified excavation material.	Cu Yd	6200	$1.00	$6,200.00
36	Crushed Miscellaneous Base	TON	3400	$30.00	$102,000.00
37	Pressure testing, disinfection, and bacteriological samples testing	LS	1	$40,000.00	$40,000.00
38	Hot mix asphalt pavement	TON	2700	$120.00	$324,000.00
39	Pothole existing utilities	LS	1	$55,000.00	$55,000.00
40	Reconstruct conflicting sewer lateral	Ea	15	$800.00	$12,000.00
41	Tie-in Connection on Atlantic at Harding of Proposed 12" Water Main to Existing 12" and new 8" at Sta. 50+97.00 per Detail A.	Ea	1	$11,000.00	$11,000.00
42	Tie-in Connection on Atlantic at Newmark Ave of Proposed 12" Water Main to Existing 8" and 6" at Sta. 63+27.00 per Detail B.	Ea	1	$9,800.00	$9,800.00
43	Tie-in Connection on Harding at De La Fuente of Proposed 8" Water Main to Existing 8" and 6" at Sta. 40+20.00 per Detail C.	Ea	1	$8,500.00	$8,500.00
44	Tie-in Connection on Garfield of Proposed 12" Water Main to Existing 10" at Sta. 50+00.00 per Detail D.	Ea	1	$9,500.00	$9,500.00
45	Tie-in Connection on Garfield of Proposed 12" Water Main into and out of new pressure zone station at Sta. 53+79.00 and STA 55+15 per Detail E.	Ea	2	$9,800.00	$19,600.00
46	Tie-in Connection on Garfield of Proposed 12" Water Main to Existing 16" Water Main at Sta. 54+90.00 per Detail F.	Ea	1	$16,000.00	$16,000.00
47	Tie-in Connection on Garfield of Proposed 12" Water Main to new 8" at service road Sta. 57+08 and STA 60+79 per Detail G.	Ea	2	$8,500.00	$17,000.00
48	Tie-in Connection on Garfield of Proposed 12" Water Main to Existing 8" Water Main at El Repetto Dr Sta. 61+80.00 and 62+03 per Detail H.	Ea	2	$8,500.00	$17,000.00

49	Tie-in Connection on Garfield of Proposed 12" Water Main to Existing 16" and 14" Water Main at Rocca Way Sta. 69+95.00 per Detail I.	Ea	1	$16,000.00	$16,000.00
50	Tie-in Connection on Garfield of Proposed 12" Water Main to Existing 8" Water Main at Maronde Ave at Sta. 77+49.00 per Detail J.	Ea	1	$8,500.00	$8,500.00
51	Tie-in Connection on Garfield of Proposed 12" Water Main to Existing 8" Water Main at Cecil St at Sta. 85+25.00 per Detail K.	Ea	1	$8,500.00	$8,500.00
52	Tie-in Connection on Garfield of Proposed 12" Water Main to Existing 18" Water Main at Graves at Sta. 92+52.00 per Detail L.	Ea	1	$8,500.00	$8,500.00
53	Remove valve or Tee on Garfield at Graves and install 18" PVC Pipe with restrained flex coupling	Ea	3	$8,500.00	$25,500.00
54	Remove and Replace Traffic Striping, Markings, & Markers	LS	1	$50,000.00	$50,000.00
55	Reset Survey Centerline Ties	Ea	27	$1,500.00	$40,500.00
56	Remove and Replace Traffic Inductive Loops	Ea	22	$800.00	$17,600.00
57	Abandon existing pressure regulator station and construct a new water pressure regulator station	Ea	1	$48,000.00	$48,000.00
58	Furnish & Install 3-2" Schedule 80 HDPE conduit pull tape, and tracer wire (Stub-outs included). Note: The total length of conduit is 19,500' (3 x 2" Conduit).	Ln Ft	6500	$30.00	$195,000.00
59	Furnish & Install Splice vault (N40), reconstruct existing surface	Ea	13	$2,500.00	$32,500.00
					$3,467,275.00

ATTACHMENT 2
SA Associates Proposal

SA ASSOCIATES

January 14, 2025

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

Subject: Proposal for Construction Management and Inspection Services for S. Atlantic Boulevard and S. Garfield Avenue Phase VI Water Main Improvements, Specification No. 2024-010

Dear Ziad:

We are pleased to submit our proposal to provide Construction Management and Inspection Services for S. Atlantic Boulevard and S. Garfield Avenue Phase VI Water Main Improvements

The work consists of the installation of water mains along S. Atlantic Boulevard, S. Garfield Avenue, and Harding Avenue; including construction of water service line replacement, installation of new fire hydrants and laterals, fire services lines, and appurtenances, valves, abandonment of existing mains, tie-in to existing systems, trench repair restoration, and all related work as per plans and specifications.

The construction schedule is 90 working days.

SCOPE OF WORK

The Construction Manager (CM) will be in charge of construction management operations. The CM will coordinate with the Inspector for regular updates on the project.

The scope of work will be divided into three phases as follows:

Pre-Construction Services:

1. Conduct a kick-off meeting with the City staff and all involved parties to discuss the scope of the project.
2. Review the project plans and conduct a job walk to verify the site conditions. Determine the construction requirements, constraints, sequence of operations, methods of traffic control, and related project activities/events. Determine any interference with current or future projects and make recommendations for construction staging and phasing.
3. Take photos and video of the existing site conditions.

Construction Phase Services:

1. Attend the Pre-Construction Conference
2. Attend a weekly meeting with the contractor to obtain updates, discuss RFI's and submittals, any change order, review schedule, and go over any ongoing issues, potential change orders, etc. Attend a weekly update meeting with the City Project Manager to go over project progress, schedule, billing, issues. Develop a weekly agenda for both meetings.
3. Provide field observation during construction. We will conduct detailed site observations of the general progress of the work to determine if the work is proceeding in accordance with the contract documents.
4. The Construction Inspector will:
   - Attend all meetings, ensure compliance with the contract documents
   - Coordinate and schedule sampling and testing of construction materials, soil, AC compaction tests, etc.
   - Retain materials delivery tickets prior to placement of material
   - Record up-to-date construction information to use in preparation of the record drawings
   - Prepare daily reports

- Report to City any violations to any applicable regulations
- Maintain a copy of the contract documents and construction-related documents at the site
- Coordinate all construction activities with the utility companies and other agencies within the project area and as required by the City

5. Prepare construction inspection reports

   - Contractor's working hours on the jobsite. A separate log will be maintained if the contractor works two shifts or nights.
   - Contractor and subcontractor personnel and equipment on the jobsite.
   - Weather conditions and observations as to the effect on the progress of the work.
   - Decisions or directions given to the contractor. Items of this nature would be those of usual work progress with directions to be included in a more formal manner.
   - Daily utilization of the contractor and subcontractor equipment on the site, but obviously idle or in temporary storage will be so noted on the report.
   - Observations connected with the progress of the work including deficiencies or violations of contract requirements by the contractor.
   - Materials delivered to the job site, together with indication as to results of inspection thereof.
   - Observed or potential delays and apparent causes. The contractor's reaction to these delays will be noted.
   - Data relative to claims, extras or deduction. This should include those noted and agreed, as well as potential claims or items of disagreement.
   - Lists of visitors, including testing laboratory representatives or others.

6. Administer, Review and Track Requests for Information (RFI's), Requests for Clarifications (RFC's), and Shop Drawings

   SA Associates will establish and implement a Request for Information (RFI) procedure for use in providing resolutions to inquiries from the contractor regarding interpretations and clarifications of the plans and specifications. **Per the City, the design engineer will review any RFI's and submittals.**

7. Evaluate the contractor's pay applications and prepare submittals for City payment. Verify that the quantities or percentage complete claimed are true and accurate. Maintain an estimate of overall construction cost based on the contractor's bid and earned value of work completed and compile recommendations for contractor payment and forward to the City Project manager.

8. Contractor Change Orders (CCO's) may be requested by the City, the contractor, the Construction Inspector, or the design engineer. Upon receipt of a proposed change, the Construction Inspector will determine the necessity of the change, check for propriety, consider other methods of accomplishing the work, method of compensation, effect on contract time, estimate of cost, the contractor's reaction to the proposed change, and the probability of final approval.

   If the Construction Inspector determines that a proposed change is warranted, a proposed change order file will be established. Documents, prepared by the Construction Inspector describing the work, will be transmitted to the contractor for pricing. Concurrently, independent estimate of cost and time impact will be prepared by the County and Construction Inspector. Upon receipt of the contractor's quotation, the Construction Inspector will review and compare it to the independent estimate. Based on the review, the Construction Inspector will either recommend approval to the County, or recommend rejection. If negotiation is authorized, the Construction Inspector will conduct the negotiations with the Contractor.

   For work where a unit cost is not determined prior to performing the work, the Inspector will collect time and material sheets at the end of each day.

   All documentation regarding change orders will be maintained, including dates of notification by

Contractor, interim steps, recommendation by Inspector, and final decision.

9. Review the Contractor's initial and updated schedules for compliance with the contract documents and verify that the schedules accurately represent the scope of work. Important scheduling elements, such as partial shutdowns, street and lane closures, detours, public notifications, material delivery, material storage, and contractor material hauling will be a part of the schedule review process

10. Provide videotape and photographic documentation of project site prior to, during, and after construction. Ensure that any survey markers disturbed by the Contractor are restored by the Contractor.

10. Coordinate certified technical inspections, field testing, or laboratory testing required for the project. **The testing lab will be provided by the City.**

11. Review and monitor the contractor's safety program. The inspector will enforce on-site safety requirements and will report to City on any observed deviations from the plan.

12. Review and monitor traffic control and public safety plans for compliance with safety laws and regulations. Review detour, lane closures, temporary access, signing, delineation, and traffic control plans. Inspector will enforce traffic control safety requirements in and around construction zones.

13. Prepare Weekly Statement of Working Days.

14. Review the Contractor's "Best Management Practices" plan prior to beginning of construction. Monitor the Contractor's implementation to prevent storm water pollution from related activities in compliance with the National Pollutant Discharge Elimination System (NPDES).

15. Review of Storm Water Pollution Prevention Plans (SWPPP) as required by the City.

16. Maintain records and allow for ease of document retrieval, utilizing an online system such as Dropbox.

17. At the completion of the project, coordinate inspection of the work to determine if any work is incomplete. Prepare a punch list of the incomplete work and provide to the Contractor and City. Coordinate subsequent inspections to confirm that incomplete work has been completed satisfactorily.

18. The Construction Inspector will maintain a copy of the plans on the site with all the changes. Upon completion of construction, SA Associates will conduct an As-Built verification and provide a copy of the As-Built plans to the City. **Drafting of the as-built plans will be provided by the City.**

19. Assist City in maintaining a good relationship with the public. Construction Inspector will immediately report to the City any inconvenience to the public and will try to remedy arising problems as soon as possible, subsequent to discussion with the Cit

Post Construction Services

1. Contract closeout services will include the administration of the transfer of the project to the City, coordination of warranty activities, and demobilization of the Contractor and CM Staff.

2. At the completion of the project, coordinate inspection of the work to determine if any work is incomplete. Prepare a punch list of the incomplete work and provide to the Contractor and City. Coordinate subsequent inspections to confirm that incomplete work has been completed satisfactorily.

3. At the completion of the project, turn over all documents including final redline as-built drawings.

4. Claims Management: Prepare a file for each potential claim issued. Evaluate, analyze, and coordinate negotiations to achieve claims and dispute resolutions in line with City directions.

PROJECT TEAM

Principal-in-Charge	Shahnawaz Ahmad, PE
Construction Manager	Jorge Lovo, PE,
Construction Inspector	Raul Garibay, PE
Engineer	Hugo Magana

Resumes for Mr. Lovo and Mr. Garibay are attached.

PROJECT SCHEDULE

The project will be awarded at the first City Council Meeting in February, 2025, and will start when the City issues the Notice to Proceed.

FEE ESTIMATE

1. The City anticipates the selected firm provide a Construction Manager (20 hours per week) and full-time Inspector (40 hours per week) for 90 working days or 18 weeks.
2. Based on this assumption, the not-to-exceed fee will be **$209,000.**
3. No overtime or weekend work is included.
4. The work will be done in accordance with our Hourly Charge Rate and Expense Reimbursement Schedule as follows:

HOURLY CHARGE RATES AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Principal-in-Charge	$ 245.00
Construction Manager	$ 195.00
Construction Inspector	$ 150.00
Engineer	$ 130.00
Secretary	$ 105.00

Reimbursable In-House Costs

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

Other Reimbursables

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

NOTE: All rates listed above are effective to December 31, 2025

Thank you for the opportunity to submit our proposal. Should you have any questions or require any further information, please do not hesitate to contact the undersigned.

Very truly yours,

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

ATTACHMENT 3
Terracon Consultants, Inc. Proposal

145 W. Walnut Street
Carson, CA 90248
P (310) 627-3430
F (949) 261-6110
Terracon.com

January 22, 2025

City of Monterey Park
320 W. Newmark Avenue
Monterey Park, California 91754

Attn: Ziad Mazboudi
E: zmazboudi@montereypark.ca.gov

Re: Proposal for Earthwork and Asphalt Observation and Testing
Atlantic Boulevard Water Main Improvement
Atlantic Blvd-Harding Ave to Newmark Ave
Harding Ave-Atlantic Blvd to De La Fuente
Monterey Park, California 91754
Terracon Proposal No. PLA251005

Dear Mr. Mazboudi,

As requested, Terracon Consultants, Inc. (Terracon) is submitting this proposal to perform the geotechnical observation and special inspection for the furnishing and installing water mains on Atlantic Boulevard and Garfield Avenue located in Monterey Park, California. This proposal includes an outline of the project information, the proposed scope of services, and our estimated quantities, unit rates, and total estimated fee for each type of service. We appreciate the opportunity and look forward to working with City of Monterey Park on this and future projects.

1.0 PROJECT INFORMATION

We understand the project will consist of installation of approximately 7,000 linear feet (LF) of various size water main and fiber optic conduits and paving restoration.

Our understanding of the project and the required construction material testing and inspection services is based on our review of the following documents:

- Bidding Documents for S. Atlantic Blvd and S. Garfield Ave Phase VI Water Main Improvements, Project Specifications No. 2024-010, prepared by City of Monterey Park
- Atlantic Blvd Water Main Improvements, Project Plan, prepared by City of Monterey Park, dated December 3, 2024

***Note**: At the time of preparation of this proposal, a detailed project schedule was not available. Once we have a detailed project schedule, we will revise accordingly.

2.0 SCOPE OF SERVICES

2.1 Field and Laboratory Services

Terracon will provide employees appropriately trained and equipped to respond to the testing and Special Inspection needs of this project as scheduled by the Client or your designated representative. Based on our review of the above-referenced documents, we understand the scope of the on-call services includes:

- Earthwork observation and compaction testing
  - Site preparation observation
  - Trench backfills observation and testing
  - Granular base placement
- Laboratory soil/aggregate testing
  - Modified Proctors
  - Sieve Analysis
  - Aggregate Gradations
  - Atterberg Limits
  - Expansion Index
- Asphalt paving observation and compaction testing
  - Site preparation observation
  - Asphalt placement and compaction field testing
  - Laboratory testing
    - Asphalt cement by ignition (includes gradation)
    - Theoretical maximum specific gravity
- Project Management
  - Attendance at pre-construction and project meetings at the Client's request
  - Supervision of laboratory and field services
  - Preparation and review of project reports and monthly invoices

If we have misunderstood any aspect of the proposed project, please advise us at once so we can evaluate the scope of services and make any necessary adjustments. We will confirm your request by sending you a short supplement form that states the additional services, making them part of the original agreement.

2.2 Scheduling

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 48 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned, and this higher cost may be passed on to the client.

All requests for services should be submitted to dispatch at the following phone number: (909) 824-7311 or at SoCalDispatch@terracon.com. Services should not be scheduled through our field personnel.

We recommend the scope of services described in this proposal be provided to the person(s) responsible for scheduling our services, so they are aware of the services that are proposed.

2.3 CMELMS™ Management System

In order to provide our clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that we call CMELMS. The acronym stands for ***Construction Materials Engineering Laboratory Management System*** and is utilized by construction materials engineering and testing operations in our offices.

CMELMS is a complete and comprehensive field and laboratory testing data and results management system. Features in the application include accessing and distributing test results and field observation reports by a push of a button.

CMELMS automates the delivery of our testing and inspection information and can be used anywhere with an internet connection or through a wireless device. Data (test results and inspections) can be entered into the application right from the project site so that project managers and engineering staff have real-time access to the field data. Final Client Reports are produced

in the same application, which allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.

2.4 Compass[SM]

We utilize our industry-leading delivery platforms to allow us to provide real-time information to clients and their design teams to enable projects to move along at an accelerated pace and on schedule. Our internal project delivery systems are designed to provide timely information via **Compass[SM]**, Terracon's online collaboration platform.

Make rock-solid decisions and maintain your project's momentum with real-time access to high-quality data and Terracon's responsive partners. As soon as our client gives us the green light to move forward as your consultant, your project will be launched through an online collaboration platform that lets you easily view project data, documents, and reports and interact with your team all in one place!

Terracon's **Compass[SM]** tool connects the client's team with your project data and our technical team through a highly customized visual interface. We are continually enhancing this proprietary platform to deliver seamless facilities, environmental, geotechnical, and material services at any point in your project lifecycle, from site selection through construction and asset management. Our client has real-time digital access to their project information as it becomes available. Our team uses mobile technology to capture and transmit data from the field as it's collected, so you don't have to wait for the final report to make critical decisions to keep your project on schedule.

2.5 Report Turnaround Time

Our field technicians will immediately communicate any non-conformances to the site superintendent and our Project Manager. Terracon will maintain non-conformance logs and lists for all testing types performed by us. The list will be maintained electronically in our database and can be updated and e-mailed at any time.

Non-deviation reports will be digitally signed and distributed, within 2 business days of service. Laboratory test reports will be digitally signed and distributed within 1 business days of the completion of each test. Our reports will be sent digitally via e-mail.

2.6 Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (*IIF*) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and

equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

Client shall secure all necessary site-related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Terracon retains the right to stop work without penalty at any time Terracon believes it is in the best interests of Terracon's employees or subcontractors to do so in order to reduce the exposure to any conditions or behaviors that threaten danger or imminent danger to person(s), equipment or environment. Client agrees it will respond quickly to all requests for information made by Terracon related to Terracon's pre-task planning and risk assessment processes.

3.0 COMPENSATION

Based on our review of the referenced documents referenced above, our estimated cost to perform the proposed scope of services is $61,270.00. A breakdown of our cost is provided in the attached Cost Estimate. The rates included in our cost breakdown have assumed the project IS subject to CA Prevailing Wage Rates. For the purposes of developing this estimate, the quantities were estimated based on our previous experience with similar projects and typical means and methods by contractors/subcontractors in this area.

It should be noted the Client would be billed only for the amount of service provided, i.e. Terracon will not bill for the total budget if the total booked is less than the budget. Please note this is only a budget estimate and not a not-to-exceed price. Many factors, including those out of our control, such as weather and the contractor's schedule, implementation of RFI's and/or ASI's, and how often we are called to the site, will dictate the final fee for our services. Furthermore, all costs associated with deviations, re-testing and re-inspections of failing items, on-site standby time, overtime, and short notice premiums are not included in our estimated cost.

4.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning it along with this proposal to Terracon. We reserve the right to withhold our reports until the signed Agreement has been received by Terracon. This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions, and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or would like to review this proposal.

Sincerely,
Terracon Consultants, Inc.

Jason Choi
Sr. Staff Engineer

Timothy Slegers, P.E.
Manager of Regional Services

Copies to: Addressee (1 pdf)

Attachments: Cost Estimate
Agreement for Services

Fee Estimate

Materials Services

Atlantic Blvd Water Main Improvements

Terracon Proposal No. PLA251005

DESCRIPTION	QUANTITY	UNITS	RATE	TOTAL
Soil Field Testing and Inspection				**$44,970.00**
Soil Field Inspector (Half Day, 4 hrs/visit)	160	hours	$145.00	$23,200.00
Soil Field Inspector (Full Day, 8 hrs/visit)	96	hours	$145.00	$13,920.00
Nuclear Gauge (Equipment)	1	days	$50.00	$50.00
Trip (including vehicle and mileage)	52	each	$150.00	$7,800.00
Asphalt Field Testing and Inspection				**$6,800.00**
Asphalt Field Inspector	40	hours	$145.00	$5,800.00
Nuclear Gauge (Equipment)	5	days	$50.00	$250.00
Trip (including vehicle and mileage)	5	each	$150.00	$750.00
Laboratory Testing and Sample Pickup				**$2,460.00**
Modified Proctor	4	tests	$220.00	$880.00
Sieve Analysis (Washed over #200 sieve)	1	tests	$150.00	$150.00
Expansion Index	1	tests	$220.00	$220.00
Atterberg Limits Determination (3 pt.)	1	tests	$150.00	$150.00
Theoretical Maximum Specific Gravity	2	tests	$180.00	$360.00
Extraction (includes gradation)	2	tests	$350.00	$700.00
Project Management and Administration				**$7,040.00**
Project Manager	12	hours	$180.00	$2,160.00
Senior Engineer	6	hours	$230.00	$1,380.00
Dispatch / Administration	24	hours	$75.00	$1,800.00
Project Setup	1	each	$250.00	$250.00
Sample Pickup	5	each	$190.00	$950.00
Final Report	1	each	$500.00	$500.00
Total				**$61,270.00**

Basis of Charges

1. **This rate sheet is contingent upon the client's representation that the project IS SUBJECT to California Prevailing Wage Laws.**
2. The rates provided in the attached proposal are based on execution of Terracon's standard Agreement for Services. Client contracts may incur a fee of $500 for legal review and possibility of project schedule delay.
3. Normal working hours are defined as 6:00 AM to 4:00 PM Monday through Friday.
4. Terracon requires notification at least 24 hours in advance (business time) of the schedule job starting time. Forty-eight (48) hours (business time) is requested for night, weekend or out of town work. Inspections scheduled after close of business on the day prior to the inspection or day-of calls will be charged at a shift premium of 1.5 times the regular rate.
5. The representative's travel time, vehicle, and mileage are combined into a Trip Charge. Multiple services maybe provided during some trips; therefore, the quantity of services estimated may not equal the quantity of trips estimated.
6. Personnel rates and trip charges quoted above are portal to portal from our Carson, California office.
7. All rates are based upon a 4-hour minimum charge for assignments of up to 4 hours. A minimum charge of 8 hours will apply for all assignments in excess of 4 hours up to 8 hours.
8. An overtime rate of 1.5 times the regular rate will apply for all work over 8 hours, up to 12 hours, on weekdays and the first 8 hours on Saturday. Double time will be charged for weekday work in excess of 12 hours, Saturday work in excess of 8 hours, work on Sunday, and work on holidays.
9. Weekday work performed during other than "normal working hours" will be charged a shift premium of 1.5 times the normal hourly rate for the first 8 hours.
10. Inspections cancelled after 3:00 pm the day prior to the inspection will be charged 4 hours for late cancellation.
11. Re-testing and re-inspection will be performed at the unit rates indicated and will be in addition to the estimated costs.
12. Samples for testing, which do not meet the specified test condition at the time of receipt by Terracon, will require special preparation and be subject to a minimum preparation charge of $50.00 per sample, depending on the particular test.
13. Laboratory testing required to be performed outside normal working hours shall be charged at 1.5 times the normal test rate.
14. There will be a 50% surcharge on "**rush**" test results.
15. Rented equipment and/or any outside services performed will be billed at cost plus 20% unless billed directly to and paid by the client.
16. A final Soils Report and/or a Final Affidavit will be prepared and submitted to the client within 30 calendar days of the completion of all materials testing conducted by Terracon at the site. These reports will be billed in accordance with the hourly rates contained herein. Payment will be required prior to delivery of final report(s)
17. Code-required Structural Observation services are separate and distinct from Special Inspection and are to be performed by the Design Professional of Record or their designated representative. Terracon will have no responsibility to provide documentation of Structural Observation unless specifically designated prior to the start of construction.
18. Any anchors installed prior to our arrival will be noted as a deviation in violation of California Building Code 1705. Please notify the contractor to schedule inspection prior to installation.
19. For this proposal, we assumed all off-site fabrication is done by a governing agency approved fabricator. Shop inspection is not required for an approved fabricator. If shop inspection is requested, Terracon will provide the service with representative's time, travel time, vehicle, mileage and/or per diem based on the location of the fabricator.

All requests for services should be submitted to Terracon Dispatch by calling 909-824-7311 or email at socaldispatch@terracon.com.

Reference Number: PLA251005

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Monterey Park CA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Atlantic Blvd Water Main Improvements project ("Project"), as described in Consultant's Proposal dated 01/16/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $250,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES.** **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	**Terracon Consultants, Inc.**	Client:	**City of Monterey Park CA**
By:	 Date: **1/22/2025**	By:	Date:
Name/Title:	**Timothy J Slegers / Senior Engineer/APR**	Name/Title:	**Ziad Mazboudi /**
Address:	**145 W Walnut St**	Address:	**320 W Newmark Ave**
	Carson, CA 90248-3103		**Monterey Park, CA 91754**
Phone:	**(310) 627-3430** Fax: **(310) 627-3431**	Phone:	Fax:
Email:	**Tim.Slegers@terracon.com**	Email:	**zmazboudi@MontereyPark.ca.gov**

City Council Staff Report

DATE: February 19, 2025

AGENDA ITEM NO: Consent Calendar - 3H

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: 2024-25 Concrete Improvement Project – Award of Public Works Contract to CT&T Concrete Paving, 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 CT&T Concrete Paving, Inc. in the contract amount of $230,957 for the 2024-25 Concrete Improvement Project;
2. Authorizing the Director of Public Works to approve change orders not to exceed $34,644 over the total contract amount; and
3. 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

Capital Improvement Project ("CIP") No. 96054 – 2024-25 Concrete Improvement Project includes curb ramp construction at various street intersections, sidewalk, and curb and gutter improvements. Pursuant to Resolution No. 2025-R3, the Public Works Director received a quote from CT&T Concrete Paving, Inc. for concrete related work for this project. Their prices are competitive and are lower than recently received bids for similar work. It is recommended that City Council waive the bidding requirements pursuant to Resolution No. 2025-R3 and approve an award of contract to CT&T Concrete Paving, Inc. in the amount of $230,957 for the 2024-25 Concrete Improvement Project.

BACKGROUND

The City awarded a contract to Kalban Inc. on November 20, 2024 for $651,197 and $130,240 contingency for concrete improvements related to CIP 96054. In preparation for upcoming street improvement projects, staff identified additional needs for concrete work and reached out to Kalban for a proposal. The proposed work includes the

reconstruction of twenty-four (24) existing curb ramps in order to meet current ADA standards, 5,554 sf. of sidewalk replacement and 19 lf. of curb and gutter. This project will be in anticipation of our upcoming road rehabilitation project.

However, Kalban, Inc. informed the City that they will not be available complete this additional work due to other scheduled projects. In order to avoid delays, and pursuant to Resolution No. 2025-R3, staff reached out to CT&T Concrete Paving, Inc. to request a quote for this additional concrete. The unit prices received from CT&T for the 2024-25 Concrete Improvement Project are consistent with the unit prices bid by Kalban, Inc. However, CT&T Concrete Paving, Inc. will not charge any fees related to mobilization or traffic control which will lead to savings of approximately $20,000.

CT&T Concrete Paving, Inc. is a responsible bidder. CT&T Concrete Paving, Inc. contractor's license was verified with the California State Contractor's License Board to be current, active and in good standing. Registration with the California Department of Industrial Relations (DIR) was verified.

It is recommended that the City Council waive the bidding requirements pursuant to Resolution No. 2025-R3 and award the project to CT&T Concrete Paving, Inc. for a total of $230,957.00 with a contingency not to exceed of $34,644.00.

2024-25 STRATEGIC PLAN GOAL

The concrete improvements project supports the City's goal to maintain City facilities to support the current and future needs of our City and community.

FISCAL IMPACT

The proposed project is budgeted in the 2024-2025 fiscal year Capital Improvement Program under CIP 96054 funded by Fund 601 - Street Bond.

CIP 96054 – 2024-25 Concrete Improvement Project	
Concrete Improvements (Kalban, Inc) Estimated Cost	$662,257.00
Concrete Improvements – Additional Work (CT&T Concrete Paving, Inc)	$230,957.00
Contingency (not to exceed)	$34,644.00
Construction management/Construction Inspection	$32,560.00
Total Estimated Project Cost	$960,418

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. CT&T Concrete Paving, Inc. Quote – 2024-25 Concrete Improvement Project Additional Work

ATTACHMENT 1

CT&T Concrete Paving, Inc. Quote –
2024-25 Concrete Improvement Project Additional Work

Concrete Paving, Inc.

PROPOSAL

Submitted To: Ziad Mazboudi
Date: January 17, 2025
Company: City of Monterrey Park
Project: 2024 CURB RAMP IMPROVEMENTS
Bid# 25007

Address: 320 W Newmark Ave Monterrey Park Ca
Project Address: CDBG IDIS #616 SPECIFICATION NO. 2024-004
Phone:
Email:
Fax:
Description: Concrete ADA Curb Ramps

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR THE FOLLOWING

Scope of Work:

	Description	Unit	Qty.	Unit Rate	Total
	2024 CURB RAMP IMPROVEMENTS				
Perform the following work:					
1	Remove existing and Construct PCC ADA Ramps per SPPWC Standard Plan No. 111-5	EA	24	$ 6,500.00	$ 156,000.00
2	Remove existing and construct new PCC Sidewalk, 4" thick per SPPWC, Std. Plan No. 112-2. (Located next to proposed new curb ramps, to chase if required)	SF	5554	$ 13.00	$ 72,202.00
3	Remove existing and construct new PCC Curb and Gutter SPPWC, Std. Plan No. 120 (Located next to proposed new curb ramps, to chase if required)	LF	19	$ 145.00	$ 2,755.00
4					$ -
5					$ -
					$ -
					$ -

We propose thereby to furnish material and labor Prevailing Wage complete in accordance with above specifications. All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon signed change orders, and will become an extra charge over and above the estimate. All agreements upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and necessary insurance. Our workers are fully covered by workers compensation insurance.

I hereby propose to furnish materials and labor to complete in accordance with the specification above for the some of:

$ 230,957.00

Authorized Signature Date

Acceptance of the above prices, spec's and conditions are satisfactory and are hereby accepted

Jose Carvajal
909-821-4769
jose.cttinc@gmail.com

This proposal may be withdrawn by us if not accepted within 15 days

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

Phone 909.629.8000 Fax 909.629.8001 Lic. #875627 www.cttconstruction.com

City Council Staff Report

DATE: February 19, 2025

AGENDA ITEM NO: Consent Calendar - 3I

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Amendment to Agreement 2379-AA with Wondries Family Collision Center

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an Amendment to Agreement No. 2379-AA with Wondries Family Collision Center, in a form approved by the City Attorney, for autobody repair and painting services on City-owned vehicles for total amount of $145,000; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Wondries Family Collision Center is one of the City's vendors for autobody repair and painting services. Due to an increase in unanticipated incidents and costs for repairs, it is recommended that the current three-year contract be increased from $36,000 to $145,000 for actual and anticipated services through June 30, 2026.

BACKGROUND:

The Public Works Department, Fleet division, maintains and repairs more than 170 City vehicles and equipment. As part of its fleet management, the City has a three-year agreement with Wondries Family Collision Center ("Wondries") for as-needed autobody repair and painting services. Services may be required as a result of collisions, traffic incidents, or other events causing vehicle damage. The City budgets for annual maintenance and repairs; however needs may vary year to year based on number of incidents and total cost for repairs. In the last three fiscal years, the City has experienced a total of 20 vehicle incidents resulting in increased needs for repair services.

Currently, the City's agreement with Wondries is for a total of $36,000. Services are provided on a labor and material basis. Due to increase in unanticipated incidents and costs for repairs, it is recommended that the contract be increased to $145,000 for actual and anticipated services through June 30, 2026.

2024-25 STRATEGIC PLAN GOAL:

The proposed Amendment supports the City's goal to maintain, build and modernize infrastructure and facilities to support the current and future needs of our City and community.

FISCAL IMPACT:
The proposed Amendment increases the contract amount to $145,000. There are sufficient funds in the FY 24-25 budget for services through June 30, 2025. Funds for services for FY 25-26 will be budgeted as part of the annual budget process.

Respectfully submitted by:

Shawn Igoe
Director of Public Works

Reviewed by:

Marth Garcia
Director of Finance

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:
None

City Council Staff Report

DATE: February 19, 2025

AGENDA ITEM NO: Consent Calendar - 3J

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Consideration of Final Map No. 82607 for a Subdivision of 2.8 Acres Lot into Two Parcels to develop 63 Two Story Townhome Units, Located at 126 New Avenue

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution approving Final Map No. 82607;
2. Authorizing the City Manager to execute a Subdivision Improvement Agreement for Final Map No. 82607 in a form approved by the City Attorney; and
3. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

Pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"), the Project is consistent with the Mitigated Negative Declaration and Mitigation Monitoring Program adopted by City Council on July 21, 2021 per Resolution No. 12259. No additional environmental review is necessary.

EXECUTIVE SUMMARY

The proposed Final Map was reviewed by the Public Works Director for compliance with applicable law. Except for the required public improvements, it meets all legal requirements. Because the subdivider is proposing to execute a subdivision improvement agreement, the Final Map must be approved by the City Council per Monterey Park Municipal Code § 20.22.220.

BACKGROUND

The project is a 63-unit residential townhome development located at the east side of N. New Avenue, on the south side of Whitmore Avenue.

The following includes a chronology of actions related to TM-20-03:

- On July 21, 2021, the Tentative Map for this Project was approved, subject to all other sections within the Subdivision Map Act and applicable law.

- On September 6, 2023, City Council adopted Resolution No. 2023-R72 approving the first one-year extension for this Tentative Map. (MPMC § 20.04.120 allows for such extensions).

- On May 21, 2024, building permits were issued for Whitmore Villas project. Construction was under way with grading work completed and footings for structures partially completed.

- On June 27, 2024, Chateau Group USA ("Applicant") submitted an application for a second one-year time extension.

- On August 21, 2024, City Council approved a second one-year time extension under resolution No.2024-R67, valid until July 21, 2025. (MPMC § 20.04.120 allows for such extensions).

The developer has not yet constructed the public improvements required by the tentative map. The public improvements include construction of a new curb, gutter, sidewalk, curb ramps and driveway aprons in the street right-of-way; along the frontage of the site. Additionally, all on-site utility services will be placed underground. To ensure completion of these improvements, the developer must enter into a subdivision improvement agreement. The developer provided acceptable sureties to guarantee construction of all on-site and off-site improvements, as follows:

	Faithful Performance	Labor and Materials
Public Improvement Bond	$77,072.00	$28,536.00
Grading Bond	$212,000.00	N/A

FISCAL IMPACT

The approval of this Final Map has no fiscal impact on the City.

Respectfully submitted and prepared by:

Shawn Igoe
Director of Public Works

Prepared by:

Peter Shiau
Contract Project Manager

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS

1. Resolution
2. Subdivision Agreement
3. Subdivision Map

ATTACHMENT 1
Resolution

RESOLUTION NO.

A RESOLUTION APPROVING FINAL MAP NO. 82607 FOR A 63-TWO STORY TOWNHOME UNITS PROJECT AT 126 NORTH NEW AVENUE

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

SECTION 1: The City Council finds as follows:

A. The Public Works Director reviewed a final map for a 63-two story townhome units project at 126 North New Avenue (Final Map No. 82607);

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

C. Following a public hearing on July 21, 2021, the Planning Commission adopted a resolution that, among other things, approved a tentative map for the Project with conditions.

SECTION 2: *Environmental Assessment.* 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 Project is consistent with the Mitigated Negative Declaration and Mitigation Monitoring Program adopted by City Council on July 21, 2021 per Resolution No. 12259. No additional environmental review is necessary.

SECTION 3: *Final Map Findings.* Based upon the entirety of the record including, without limitation, the staff report, the City Council approves Final Map No. 82607 for the following reasons:

A. The Final Map substantially conforms with Tentative Map No. 82607; and

B. The Final Map substantially conforms to the MPMC and Subdivision Map Act (Government Code §§66410, *et seq.*);

SECTION 4: *Delegation of Authority; Reservations*.

A. In accordance with MPMC § 20.20.050, the City Engineer may take appropriate action to make technical corrections to the Final Map and, thereafter, the City Clerk may forward the Final Map to the Los Angeles County Recorder's Office for recordation.

B. Before providing the Final Map to the City Clerk, the City Engineer must (in addition to ensuring that the Final Map meets all technical

requirements of the MPMC and Subdivision Map Act) verify that the developer provided the City with (1) a subdivision improvement agreement, in a form approved by the City Attorney, to ensure the construction of all public improvements at the development; (2) a form of security approved by the City Attorney to guarantee performance under the subdivision improvement agreement.

C. The City manager is authorized to execute the subdivision improvement agreement referenced in this Section.

SECTION 5: *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 6: *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 7: *Recordation*. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or his duly appointed deputy, may attest thereto.

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

SECTION 9: The City Clerk is directed to mail a copy of this Resolution to the Applicant and to any other person requesting a copy.

PASSED AND ADOPTED this 19th day of February, 2025.

_____
Vinh T. Ngo, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

ATTACHMENT 2
Subdivision Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Monterey Park
320 W Newmark Ave
Monterey Park, CA 91754

No fee per Government Code § 6103

SUBDIVISION IMPROVEMENT AGREEMENT

TRACT MAP NO. 82607

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of March , 2024, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") and Greenstate Holding, Inc., a California corporation ("SUBDIVIDER").

The Parties agree as follows:

1. **RECITALS**. This Agreement is made with reference to the following facts and objectives:

A. SUBDIVIDER presented CITY with a final subdivision map on land identified as Map No. 82607 ("Map").

B. SUBDIVIDER requested that CITY approve the Map before construction and completion of improvements including, without limitation, , streets, highways, public ways, grading, fences, and public utility facilities ("Improvements") which are part of or appurtenant to the subdivision ("Subdivision") identified on the Map. The Improvements must be constructed in accordance with plans and specifications on file with CITY.

C. This Agreement is entered into in accordance with the Subdivision Map Act ("Act") and applicable ordinances adopted by CITY including, without limitation, as codified in the Monterey Park Municipal Code ("MPMC").

2. **CONSTRUCTION OF IMPROVEMENTS**. At its sole cost and expense, SUBDIVIDER agrees to furnish the equipment, labor and materials necessary to complete the Improvements on the Map set forth in attached

Exhibit "A," which is incorporated by reference, and such other improvements required by CITY ordinances and/or the City Council when approving the Map. All of the above work, together with appurtenances, contingencies and engineering costs, are more particularly shown on the improvement plans for the Map. In addition, SUBDIVIDER agrees that because of condition No. 19 in Planning Commission Resolution No. 10-18, that it will construct and maintain the public streets, up to the centerline along the entire property frontages, identified as "126 N New Avenue" in the manner set forth in plans entitled "Grading Plan" included in Public Works Permit No. PW 22-00144. If construction of the Street does not conform with CITY's standard specifications for public streets, SUBDIVIDER therefore agrees to provide a 10-year warranty for maintenance and reconstruction of the Street.

3. **ESTIMATED COST OF IMPROVEMENTS**.

   A. The parties agree that the estimated cost of the improvement work, except for the Street, is $650,400.00.

   B. The parties agree that the estimated cost of the Street is $ 113,310.00.

4. **COMPLETION**. SUBDIVIDER must complete all Improvements within 12 months after recording the Map or within such further time as may be granted by the City Council.

5. **COMPLETION BY CITY**. Should SUBDIVIDER fail to complete the Improvements within the time for completion, CITY, at its option, may enter onto SUBDIVIDER's property to complete the Improvements at SUBDIVIDER's cost.

6. **WARRANTY OF IMPROVEMENT PLANS**. SUBDIVIDER warrants that the plans and specifications for the Improvements comply with the tentative map approval and the master plan for the Subdivision previously approved by CITY's Planning Commission and the City Council, together with all conditions made a part of such approval(s). SUBDIVIDER further warrants that the plans and specifications can be relied upon to accomplish the improvement work covered by this Agreement in a good, workmanlike manner and in accordance with accepted construction practices. Should the plans and specifications at any time before final acceptance of the Improvements prove to be inadequate in any respect, SUBDIVIDER agrees to make such changes deemed necessary by CITY to accomplish improvement work in a good, workmanlike manner and in accordance with accepted construction practices. SUBDIVIDER further agrees to make or cause to be made such engineering, soils and other reports as may be required by CITY.

7. **CITY NOT LIABLE FOR PLANS AND SPECIFICATIONS**. CITY is not an insurer

or surety for the design or construction of the Subdivision. And no CITY official, officer, or employee is liable or responsible for any claim arising during construction of the Subdivision or Improvements, unless it can be shown that such person specifically directed that the Subdivision or Improvement be accomplished in a manner contrary to the wishes and desires of SUBDIVIDER, and SUBDIVIDER filed a written objection with the City Engineer before commencing such work or Improvement.

8. **WARRANTY OF WORK**.

A. SUBDIVIDER warrants that the Improvements will be constructed in a manner consistent with CITY's specifications and the highest industry standards. Should any Improvement fail to comply with warranty or any other provision of this Agreement within one year after CITY's final acceptance, SUBDIVIDER must, without delay and without cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements. Should SUBDIVIDER fail to act promptly or in accordance with this requirement or any other provision of this Agreement for 30 days after receipt of written notice from the City or should the exigencies of the case require repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, at its option, make the necessary repairs or replacements or perform the necessary work and SUBDIVIDER must pay to CITY the actual cost of such repairs plus 15% for CITY's administrative overhead costs. This Section is not a waiver of any other right CITY may have for correcting faulty workmanship or defective materials.

B. As to the Street, SUBDIVIDER warrants that the Street will be constructed in a manner consistent with Condition No. 19 and specifications approved by CITY that are generally consistent with the highest industry standards. Should the Street fail to comply with this warranty or any other provision of this Agreement within 10 years after CITY's final acceptance, SUBDIVIDER must, without delay and without cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Should SUBDIVIDER fail to act promptly or in accordance with this requirement or should the exigencies of the case require repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, at its option, make the necessary repairs or replacements or perform the necessary work and SUBDIVIDER must pay to CITY the actual cost of such repairs plus 15% for CITY's administrative overhead costs. This Section is not a waiver of any other right CITY

may have for correcting faulty workmanship or defective materials.

9. **REPAIRS AND REPLACEMENTS**. SUBDIVIDER must replace/repair, as appropriate, all pipes and monuments shown on the Map destroyed or damaged by SUBDIVIDER's actions and to replace/repair, as appropriate, any property damaged or destroyed by SUBDIVIDER. Any such repair or replacement must be completed to City's satisfaction and approval.

10. **CITY'S RIGHT OF ENTRY**. SUBDIVIDER grants City a license to enter SUBDIVIDER's property to inspect the improvements constructed by SUBDIVIDER and to ensure compliance with this Agreement.

11. **CONTRACT SECURITY**.

    A. Concurrently with the execution of this Agreement, SUBDIVIDER must furnish:

        i. A surety bond in an amount equal to at least 100% of the estimated cost of improvements as security for the faithful performance of this Agreement;

        ii. A separate surety bond in an amount equal to at least 100% of the contract price for said improvements as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement.

    B. SUBDIVIDER agrees that the form of the bonds provided by City are substantially similar to Government Code §§ 66499.1 and 66499.2.

12. **MAINTENANCE BONDS**.

    A. Except as to the Street, the bonds referred to in Section 11 will not be released until a surety bond guaranteeing the warranty requirements of Section 8 in the amount of at least 10% of the sum shown in Section 3 is filed with CITY. The maintenance bond will be released 1 year from the date of final acceptance of the Improvements.

    B. As to the Street, the bonds referred to in Section 11 will not be released until a surety bond guaranteeing the warranty requirement of Section 8(B) in the amount of at least 110% of the sum shown in Section 3 as to the Street is filed with CITY. The maintenance bond will be released 10 years from the date of final acceptance of the Street.

13. **PERFORMANCE BY CITY OR SURETY**.

A. Should SUBDIVIDER fail to construct the improvements in the manner and at such locations as specified within the time requirements of this Agreement, or if SUBDIVIDER is not carrying out the intent of this Agreement, CITY may serve written notice upon SUBDIVIDER and the surety on SUBDIVIDER's faithful performance bond demanding satisfactory compliance with this Agreement.

B. Should CITY serve such written notice, CITY may do any one, or combination of the following:

i. Serve written notice upon the surety on its faithful performance bond demanding satisfactory compliance with this Agreement. In such event the surety must, within five days, assume control and construct the Improvements as SUBDIVIDER's successor;

ii. CITY may construct the improvements itself, or by contract at SUBDIVIDER's expense on a time a materials basis. In such event, CITY may take possession of and utilize in completing improvement construction, materials, appliances, and other property belonging to SUBDIVIDER as may be on the site of the work without liability to CITY. SUBDIVIDER's surety will be liable to CITY for any excess cost of damages incurred by CITY.

C. Nothing in this Section waives, or serves as a limitation upon, any additional remedy CITY may have under this Agreement or applicable law.

14. **SURETY BOND TO INCLUDE LETTER OF CREDIT**. The term "surety bond" also includes such other acceptable security, such as letters of credit or cash deposit agreements issued by responsible financial institutions, which are approved by the City Attorney. The term "surety" includes the issuer of any letter of credit or cash deposit agreement, which is acceptable to CITY as security for the performance of this Agreement. Sureties must be admitted to do business in California.

15. **BEST MANAGEMENT PRACTICES**. SUBDIVIDER agrees to use best management practices ("BMPs"), as that term is defined under applicable law including, without limitation, the Monterey Park Municipal Code, in constructing the improvements anticipated by this Agreement. SUBDIVIDER's failure to comply with the terms of this Section constitutes a material breach of this Agreement.

16. **OWNERSHIP OF DOCUMENTS**. All documents, data, studies, drawings, maps, models, photographs and reports prepared by SUBDIVIDER under this Agreement are CITY's property. SUBDIVIDER may retain copies of said documents and materials as desired, but must deliver all original materials to CITY upon CITY's written notice.

17. **INDEPENDENT CONTRACTOR**. CITY and SUBDIVIDER agree that SUBDIVIDER will act as an independent contractor and will have control of all work and the manner in which it is performed. SUBDIVIDER will be free to contract for similar service to be performed for other employers while under contract with CITY. SUBDIVIDER is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct SUBDIVIDER as to the details of doing the work or to exercise a measure of control over the work means that SUBDIVIDER will follow the direction of CITY as to end results of the work only.

18. **CASH CHARGES**. SUBDIVIDER must pay to CITY in cash such subdivision fees that are established by ordinance or by the City Council in conferring approval or extension of time to the Subdivision.

19. **INDEMNIFICATION**.

    A. SUBDIVIDER indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, SUBDIVIDER must defend CITY (at CITY's request and with counsel satisfactory to CITY) and indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

    B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and, certified volunteers.

    C. The Parties agree that this section will remain in full force and effect for 10 years following substantial completion by SUBDIVIDER of the improvements.

    D. The requirements as to the types and limits of insurance coverage to be maintained by SUBDIVIDER, and any approval of such

insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by SUBIDIVIDER pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. **INSURANCE**.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, SUBDIVIDER must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial general liability:	$ 2,000,000
Professional Liability	$ 2,000,000
Workers compensation	statutory requirement

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

C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," SUBDIVIDER will continue to renew the insurance for a period of 3 years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover SUBDIVIDER for all claims made by CITY arising out of any errors or omissions of SUBDIVIDER, or its officers, employees or agents during the time this Agreement was in effect.

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

21. **NOTICES**.

A. A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

The City	To Subdivider
City of Monterey Park	Lan Luo
320 W. Newmark Ave.	Greenstate Holding, Inc.
Monterey Park, CA 91754	312 Whispering Pine Dr.
	Arcadia, CA 91106

B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

22. **COMPLIANCE WITH LAW**. SUBDIVIDER will comply with all laws applicable to this Agreement including, without limitation, federal, state, and local laws requiring permitting and licenses. All such compliance will be at SUBDIVIDER's own cost.

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

24. **SEVERABLE**. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

25. **CAPTIONS**. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

26. **WAIVER**. Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

27. **GOVERNING LAW**. This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.

28. **AUTHORITY/MODIFICATION**. This Agreement is subject to and conditioned upon approval and ratification by the Monterey Park City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's City Manager may execute any such amendment on behalf of CITY.

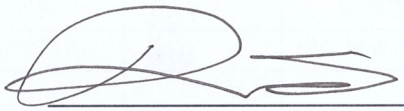
29. **BINDING UPON SUCCESSORS**. The terms of this Agreement constitute a burden and benefit upon the Property. Accordingly, this Agreement will be recorded and the term will run with the Property and become binding upon SUBDIVIDER's heirs, successors and assigns.

30. **ENTIRE AGREEMENT**. This Agreement constitutes the sole agreement between SUBDIVIDER and CITY respecting the maintenance of the Property's common areas and correctly sets forth the obligations of SUBDIVIDER and CITY. There are no other understandings, terms or other agreements expressed or implied, oral or written.

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

CITY OF MONTEREY PARK,
a municipal corporation

Greenstate Holding, Inc.



Inez Alvarez, City Manager

Lan Luo,
CEO-Greenstate Holding, Inc.

City Council Approval: _____

ATTEST:

_____
Maychelle Yee, City Clerk

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

By: _____
Justin A. Tamayo, Deputy City Attorney

EXHIBIT A

Map No. 82607

All improvements marked are included:

(X) Public street improvements including **grading, paving, curbs, gutter, sidewalks,** traffic control devices, street name signs, street lights, **street landscaping, and appurtenances.**

(X) Public sanitary sewers including mains, laterals, and appurtenances.

(X) Private sanitary sewers including mains, laterals, and appurtenances.

(X) Natural gas supply system including mains, service laterals, and appurtenances.

(X) Electric power distribution system including vaults, conduits, cables, conductors, service laterals, transformers, and appurtenances.

(X) Telephone system including vaults, conduits, cables, conductors, service laterals, and appurtenances.

(X) Cable television system, including vaults, conduits, cables, conductors, service laterals, and appurtenances.

(X) Private storm drains including pipes, outlets, and appurtenances.

(X) Lot grading, including land clearing, earth moving compaction, import or export of soil, and appurtenances.

(X) Walls including retaining walls, perimeter walls, and appurtenances.

(X) Off-street landscaping including trees, bushes, shrubs, turf, irrigation system, and appurtenances.

ATTACHMENT 3
Subdivision Map

2 LOTS
2.82 ACRES

VESTING
TRACT NO. 082607

IN THE CITIES OF MONTEREY PARK AND ROSEMEAD
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 24398 AS PER MAP FILED IN BOOK 272 PAGES 38 AND 39 OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY.

FOR CONDOMINIUM PURPOSES

ROBERT R. SIMS, RCE 21649 LAND DESIGN CONSULTANTS, INC. DATE OF SURVEY: SEPTEMBER 2021

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.
WE HEREBY SET FORTH A PRIVATE EASEMENT FOR FIRE LANE, INGRESS AND EGRESS, AND UTILITY PURPOSES, AND ALL USES AND APPURTENANCES INCIDENT THERETO SHOWN ON SAID MAP.

GREENSTATE HOLDING, INC.
A CALIFORNIA CORPORATION (OWNER)

BY: _____ _____

NAME: LAN LUO NAME:

TITLE: CEO TITLE:

NOTARY ACKNOWLEDGMENTS:

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 TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

ON Jan 22, 2025 BEFORE ME, Michelle Mak,
PERSONALLY APPEARED Lan Luo

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: _____
NAME OF NOTARY: Michelle Mak
COUNTY IN WHICH COMMISSIONED: Los Angeles
DATE COMMISSION EXPIRES: Nov 15, 2025
COMMISSION NUMBER: 2379224

MICHELLE MAK
Notary Public - California
Los Angeles County
Commission # 2379224
My Comm. Expires Nov 15, 2025

SIGNATURE OMISSIONS:

THE SIGNATURE(S) OF THE PARTIES NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(A)(I-VIII) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE(S) IS(ARE) NOT REQUIRED BY THE LOCAL AGENCY.

SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION, HOLDER AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES BY DEED RECORDED SEPTEMBER 11, 1957 AS INSRUMENT NO. 2845 IN BOOK 55570 PAGE 363 OF OFFICIAL RECORDS.

THE SIGNATURE(S) OF THE PARTY(IES) NAMED HEREIN AS OWNER(S) OF INTEREST IN, OR RIGHTS TO MINERALS INCLUDING BUT NOT LIMITED TO OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES MAY BE ELIMINATED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(C) OF THE SUBDIVISION MAP ACT AND SAID SIGNATURE(S) IS(ARE) NOT REQUIRED BY THE LOCAL AGENCY.

HUMBLE OIL & REFINING COMPANY, A TEXAS CORPORATION, BY LEASE RECORDED JANUARY 6, 1959 AS INSTRUMENT NO. 3479, IN BOOK M191, PAGES 805 AND 806 OF OFFICIAL RECORDS.

SAMUAL J. VANCE AND LORETTA M. VANCE, BY DEED RECORDED MAY 4, 1965 AS INSTRUMENT NO. 219 OF OFFICIAL RECORDS.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 00°03'51" EAST OF THE CENTERLINE OF NEW AVENUE AS SHOWN ON PARCEL MAP NO. 24398, FILED IN BOOK 272, PAGES 38 AND 39, OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY.

CONDOMINIUM NOTE:

THIS TRACT IS APPROVED AS A CONDOMINIUM PROJECT FOR 63 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS WHICH WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

ENGINEER'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF GREENSTATE HOLDING, INC. IN SEPTEMBER 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE TWENTY-FOUR MONTHS FROM THE FILING DATE OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I HEREBY STATE THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN.

_____
ROBERT R. SIMS, R.C.E. 21649

1/16/2025
DATE

REGISTERED PROFESSIONAL ENGINEER
ROBERT R. SIMS
No. 21649
CIVIL
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL SUBDIVISION ORDINANCES OF THE CITY OF MONTEREY PARK APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____ _____
DATE OKAN DEMIRCI, RCE NO. 90039
ACTING CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
OKAN DEMIRCI
No. 90039
CIVIL
STATE OF CALIFORNIA

CITY SURVEYOR STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

_____ _____
DATE DAVID GILBERTSON, PLS NO. 6941
ACTING CITY SURVEYOR

LICENSED LAND SURVEYOR
DAVID G. GILBERTSON
NO. 6941
STATE OF CALIFORNIA

CITY CLERK CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MONTEREY PARK ON THE _____ DAY OF _____, 2022, APPROVED THIS MAP.

_____ _____
DATE CITY CLERK
CITY OF MONTEREY PARK

CITY TREASURER'S STATEMENT:

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF MONTEREY PARK TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

_____ _____
DATE CITY TREASURER
CITY OF MONTEREY PARK

LOS ANGELES COUNTY TAX CERTIFICATES:

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 082607 AS REQUIRED BY LAW.

BY _____ _____
DEPUTY DATE

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY _____ _____
DEPUTY DATE

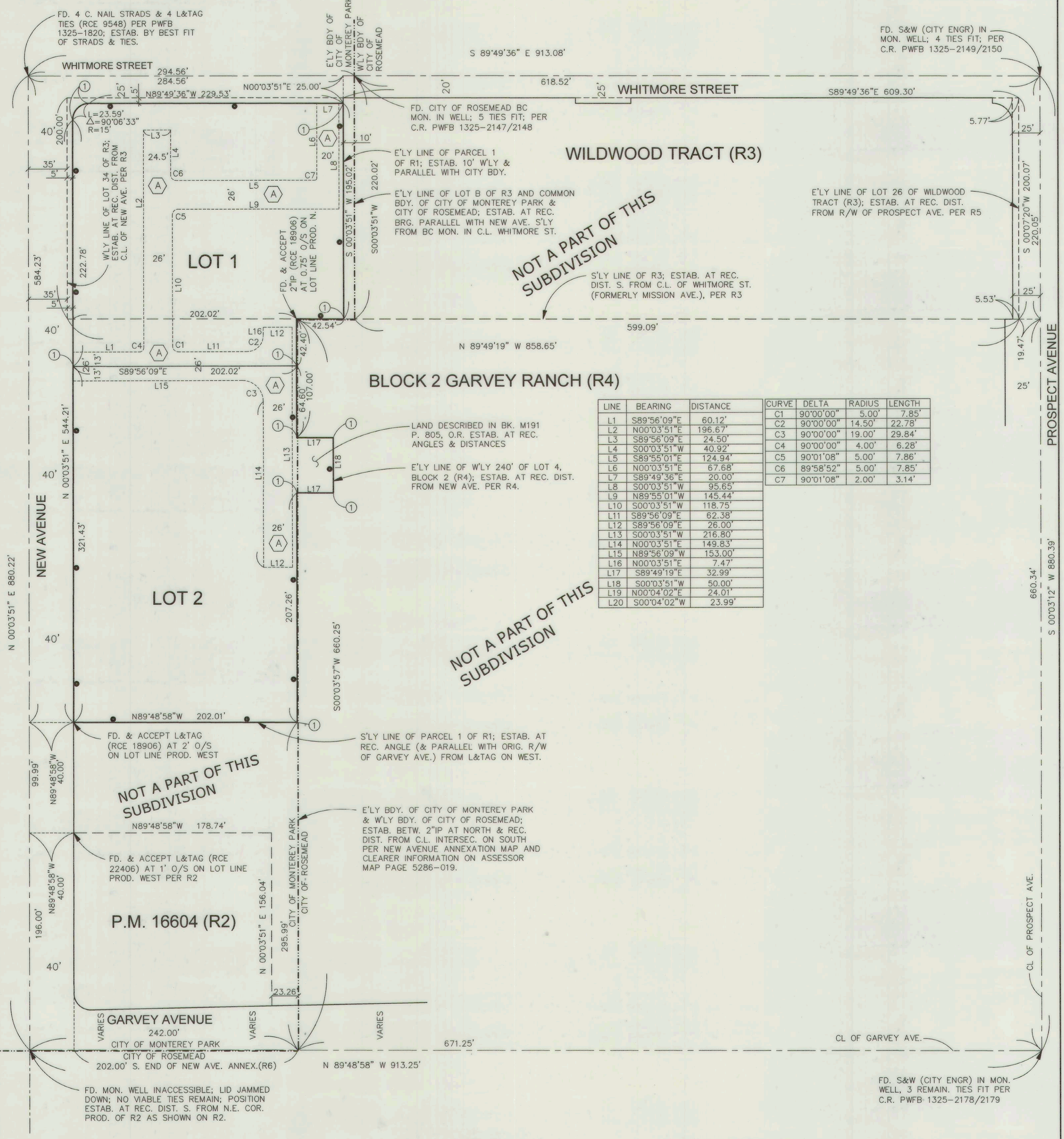
SCALE: 1" = 60'

SHEET 2 OF 2 SHEETS

VESTING
TRACT NO. 082607

IN THE CITIES OF MONTEREY PARK AND ROSEMEAD
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES



LINE	BEARING	DISTANCE
L1	S89°56'09"E	60.12'
L2	N00°03'51"E	196.67'
L3	S89°56'09"E	24.50'
L4	S00°03'51"W	40.92'
L5	S89°55'01"E	124.94'
L6	N00°03'51"E	67.68'
L7	S89°49'36"E	20.00'
L8	S00°03'51"W	95.65'
L9	N89°55'01"W	145.44'
L10	S00°03'51"W	118.75'
L11	S89°56'09"E	62.38'
L12	S89°56'09"E	26.00'
L13	S00°03'51"W	216.80'
L14	N00°03'51"E	149.83'
L15	N89°56'09"W	153.00'
L16	N00°03'51"E	7.47'
L17	S89°49'19"E	32.99'
L18	S00°03'51"W	50.00'
L19	N00°04'02"E	24.01'
L20	S00°04'02"W	23.99'

CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	5.00'	7.85'
C2	90°00'00"	14.50'	22.78'
C3	90°00'00"	19.00'	29.84'
C4	90°00'00"	4.00'	6.28'
C5	90°01'08"	5.00'	7.86'
C6	89°58'52"	5.00'	7.85'
C7	90°01'08"	2.00'	3.14'

MAP LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

(A) INDICATES A PRIVATE EASEMENT FOR FIRE LANE, INGRESS AND EGRESS, AND UTILITY PURPOSES, AND ALL USES AND APPURTENANCES INCIDENT THERETO SHOWN ON SAID MAP.

(1) SET LEAD, TACK & TAG (RCE 21649)

REFERENCES

R1 PARCEL MAP NO. 24398, PMB 272 – 38/39
R2 PARCEL MAP NO. 16604, PMB 182 – 25
R3 WILDWOOD TRACT MB 46 – 6
R4 SUBDIVISION OF GARVEY RANCH, MR 52–43/44
R5 PROSPECT AVENUE ACQUISITION, CF 1569
R6 NEW AVENUE TRACT ANNEXATION MAP (FILED AT COUNTY AS MPK0003)

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 00°03'51" EAST OF THE CENTERLINE OF NEW AVENUE AS SHOWN ON PARCEL MAP NO. 24398, FILED IN BOOK 272, PAGES 38 AND 39, OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY.

CONDOMINIUM NOTE:

THIS TRACT IS APPROVED AS A CONDOMINIUM PROJECT FOR 63 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS WHICH WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

City Council Staff Report

DATE: February 19, 2025

AGENDA ITEM NO: Consent Calendar - 3K

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: 2024-25 Street Overlay at Various Locations – Award of Public Works Contract to Onyx Paving Company, 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 Onyx Paving Company, Inc. in the contract amount of $4,146,240 for the 2024-25 Street Overlay project at Various Locations City-wide;
2. Authorizing the Director of Public Works to approve change orders not to exceed $216,152 over the total contract amount; and
3. 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 contemplates the maintenance of City streets. Accordingly, no further environmental review is required.

EXECUTIVE SUMMARY

Capital Improvement Project ("CIP") No. 96049 – 2024-25 Street Overlay at Various Locations (the "Project") includes the application of Asphalt Rubber Hot Mix and AC Overlay. Pursuant to Resolution No. 2025-R3, the Public Works Director ("Director") obtained proposals from three different paving contractors: All American Asphalt, Onyx Paving Company, and Hardy & Harper, for the Project. It is recommended that City Council waive the bidding requirements pursuant to Resolution No. 2025-R3 declaring a local emergency, and authorize the City Manager to execute a Public Works contract with Onyx Paving Company, Inc. in the amount of $4,146,240 for the 2024-25 Street Overlay at Various Locations project and authorize the Director to approve change orders not to exceed $216,152 over the total contract amount.

BACKGROUND

The 2024-25 Capital Improvement Program includes the Project as Project No. 96049 to be funded by Street Bond, SB1, Measure M, Gas Tax and General Fund. The Project includes cold mill of existing road and overlay using AC Mix and Asphalt Rubber Hot Mix. The Project involves the overlay of the following streets:

No.	STREET SEGMENT		
	Street	From	To
1	W Gleason Street	S Gerhart Avenue	Sadler Avenue
2	W Gleason Street	S Gerhart Avenue	Hendricks Avenue
3	W Markland Drive	S Bradshawe Avenue	Sadler Avenue
4	W Fernfield Drive	S Bradshawe Avenue	Sadler Avenue
5	W Fernfield Drive	Bradshawe Avenue	Hendricks Avenue
6	W Markland Drive	Findlay Avenue	Isabella Avenue
7	S Bradshawe Avenue	W Riggin Street	W Pomona Boulevard
8	W Markland Drive	S Bradshawe Avenue	Hendricks Avenue
9	W Fernfield Drive	S Isabella Drive	Via Norte Avenue
10	S Isabella Avenue	Floral Drive	W Pomona Boulevard
11	Gerhart Avenue	W Riggin Street	W Pomona Boulevard
12	Ferdinand Avenue	W Riggin Street	W Pomona Boulevard
13	Ackley Street	Palm Avenue	Arroyo Drive
14	Arroyo Drive	Potrero Grande Drive	End
15	Robinlinda Lane	Arroyo Drive	End
16	Bluestone Lane	Arroyo Drive	End
17	Kenton Drive	Potrero Grande Drive	City Limits
18	Alisar Avenue	Ackley Street	South End
19	Coriolanus Drive	Alisar Avenue	End
20	Eroica Drive	Alisar Avenue	End
21	Holly Oak Drive	Palm Avenue	Pepper Street
22	Palm Avenue	Holly Oak Drive	Ackley Street
23	Pepper Street	Holly Oak Drive	Laurel Drive
24	Ferdinand Avenue	W Floral Drive	W Riggin Street
25	W Hammel Street	Findlay Avenue	S Isabella Avenue
26	W Floral Drive	Findlay Avenue	W Floral Drive
27	W Arlight Street	Findlay Avenue	S Grandridge Avenue
28	W Andrix Street	Findlay Avenue	S Grandridge Avenue

29	W Almora Street	Findlay Avenue	S Grandridge Avenue
30	Alley	Approximately 130' w/o S Garfield Avenue	

On January 27, 2025, the Director requested Project proposals from All American Asphalt, Onyx Paving Company, and Hardy & Harper, with a due date of February 3, 2025 at 2:00PM. All three contractor have previously worked in the City and completed great work. The following costs were received:

RANK	BIDDER	BASE BID AMOUNT
1	Onyx Paving Company	$ 3,369,000
2	All American Asphalt	$ 3,436,560
3	Hardy & Harper	$ 3,650,000

The bid submitted by Onyx Paving Company, Inc. is the lowest proposal received out of the three contractors. Onyx Paving Company, Inc's contractor's license was verified with the California State Contractor's License Board to be current, active and in good standing. Registration with the California Department of Industrial Relations ("DIR") was verified. The Director is familiar with Onyx Paving Company, Inc. work as it is currently providing services to the City, and there is only positive feedback from City field crew and office staff.

The proposal received was much lower than the Engineer's estimate allowing the City to rehabilitate additional streets at the low unit prices received. The Director requested Onyx to provide a revised proposal that included the following streets:

	STREET SEGMENT		
No.	Street	From	To
31	Hendricks Avenue	W Floral Drive	S McPherrin Avenue
32	Divine Drive	W Floral Drive	S Bradshawe Avenue
33	S Bradshawe Avenue	W Floral Drive	S McPherrin Avenue
34	W Almora Street	S Bradshawe Avenue	Findlay Avenue
35	W Andrix Street	S Bradshawe Avenue	Hendricks Avenue
36	W Arlight Street	Hendricks Avenue	S Bradshawe Avenue
37	W Floral Drive	Findlay Avenue	West End / Private Entrance

Onyx submitted a revised proposal on February 6, 2025. The revised proposal used the same unit prices as the original proposal which brings the total bid amount to $4,146,240.

It is recommended that the City Council awards the project to Onyx Paving Company, Inc. for a total of $4,146,240 with a contingency not to exceed $216,152.

2024-25 STRATEGIC PLAN GOAL

The road overlay project supports the City's goal to maintain City facilities to support the current and future needs of our City and community.

FISCAL IMPACT

The Project is budgeted in Fiscal Year 2024-2025's Capital Improvement Program under CIP 96049 funded by Fund 601 - Street Bond, Fund 237 – SB1, Fund 240 – Measure M, Fund 242 – Gas Tax, and Fund 101- General fund.

CIP 96049 – 2024-25 Street Overlay at Various Locations Project	
Street Overlay (Onyx Paving Company, Inc.)	$4,146,240
Contingency (not to exceed)	$216,152
Construction management/Construction Inspection	$30,000.00
Total Estimated Project Cost	$4,392,392

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:

Justin A. Tamayo
Assistant City Attorney

ATTACHMENTS

1. Onyx Paving Company, Inc. Proposal – 2024-25 Street Overlay at Various Locations Project

ATTACHMENT 1

Onyx Paving Company, Inc. Proposal
2024-25 Street Overlay at Various Locations Project

BID SCHEDULE

For 2024-25 Residential Street Rehabilitation, Specification No. 2024-011

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Cold Mill Existing Asphalt Pavement, 1.5" deep as shown on Appendix 4. Location Index, Detail A. Work locations are shown on Appendix 4. Location Index, Project Group Method A.	1,191,458	SF	$0.39	$464,668.62
2	Remove existing pavement to 5” depth (Alley only). Existing depth of asphalt concrete, subbase, and subgrade varies by location. Contractor shall remove portion of AC, subbase, or native material to 5” depth as part of this work, full width of alley, complete and in place (including removal/re-compaction of exposed base or native)	22,298	SF	$2.34	$52,177.32
3	Furnish and install 1.5” thick (ARHM) asphalt rubberized hot mix complete and in place.	11,440	TON	$142.00	$1,624,480.00
4	Furnish and install 1.5" thick asphalt concrete AC Type B level Course including tapering from 0” at gutter edge to 1.5” at 5’ from gutter edge as shown on Appendix 4. Location Index, Detail A.	9,594	TON	$115.00	$1,103,310.00
5	Adjust manhole covers to grade, complete and in place.	89	EA	$777.00	$69,153.00
6	Adjust water valves to grade, complete and in place.	84	EA	$123.00	$10,332.00
7	Install STOP Pavement Marking per Caltrans Standard Plan No. A24D.	59	EA	$210.00	$12,390.00
8	Install Limit Line/Stop Bar per Caltrans Standard Plan A24E.	59	EA	$135.00	$7,965.00
9	Install Double Yellow No Passing Zone per Caltrans Standard Plan A20A Detail 22 including Type D RPMs.	1,738	LF	$2.65	$4,605.70
10	Install Yellow Center Line/Skip Line per Caltrans Standard. A20A Detail 2.	3,614	LF	$1.60	$5,782.40
11	Install Channelizing Line per Caltrans Standard Plan A20D Detail 38A.	1,704	LF	$2.10	$3,578.40
12	Install Bike Lane Symbol with Person and Bike Lane Arrow per Caltrans Standard Plan A24A.	6	EA	$80.00	$480.00
13	Install Type IV(L) and Type IV(R) Arrow per Caltrans Standard Plan A24A.	14	EA	$80.00	$1,120.00
14	Remove and Install Thermoplastic High Visibility Yellow/White Ladder Crosswalk (Std. A24F)	1	EA	$2,800.00	$2,800.00
15	Remove and Install Thermoplastic High Visibility Yellow/White Basic Crosswalk (Std. A24F)	2	EA	$1,400.00	$2,800.00
16	Remove and Install SLOW SCHOOL XING Pavement Marking (Std. A24D, SPPWC Std. 172-O)	3	EA	$800.00	$2,400.00
17	Install White Yield Line, Shark Teeth per Caltrans Standard Plan A24E)	1	EA	$333.00	$333.00
18	Install Drop Off Zone striping along Pepper Street in kind/place (Hillcrest Elementary School)	1	EA	$624.56	$624.56
				TOTAL	**$3,369,000**

City Council Staff Report

DATE: February 19, 2025

AGENDA ITEM NO: Consent Calendar - 3L

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Authorizing Via Transportation Inc. to use official City seal and logos for implementation of On-demand transit service

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute authorization form(s), in a form approved by the City Attorney, for the use of City seal, signs, trademarks and logos by Nomad Transit, LLC, a wholly owned subsidiary of Via Transportation, Inc. for the implementation of on-demand transit service; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On November 6, 2024 City Council approved an agreement with Nomad Transit, LLC, a wholly owned subsidiary of Via Transportation, Inc. ("Via"), for a one-year pilot program of on-demand transit services. Staff has been working with Via on the implementation of the program including the development of a smartphone application, marketing campaign, and community engagement. To successfully market the service, Via requests permission to use the City's signs, trademarks and logos through third party app providers such as the Google Play store and Apple App store.

Monterey Park Municipal Code ("MPMC") Chapter 1.12 governs the use of the City seal. MPMC § 1.12.020 provides that the seal may be used on "official documents"; it does not specify whether the seal may be used in other contexts. California law provides that the City Council generally controls the depiction of the seal (*see, e.g.,* Government Code § 34501).

In this instance, the City seal and logos are intended to be used for a public service. Accordingly, it is recommended that City Council authorize Via to use the City's signs, trademarks, and logos, including its City seal for the implementation of the on-demand transit service.

2024-25 STRATEGIC PLAN GOAL:

The proposed action meets the City's goal to enhance public communication and civic engagement to reach all members of our community as the use of the City's official seal and logos will clearly identify the on-demand service app as a Monterey Park program.

FISCAL IMPACT:

There is no fiscal impact with the recommended action.

Respectfully submitted by:

Shawn Igoe
Director of Public Works

Approved by:

Inez Alvarez
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

None.

City Council Staff Report

DATE: February 19, 2025
AGENDA ITEM NO: Consent Calendar - 3M

TO: The Honorable Mayor and City Council

FROM: Shawn Igoe, Director of Public Works

SUBJECT: Award of Public Works Contract to Tank Specialties, Inc. dba Tank Specialist of California for Underground Storage Tank Removal and Above Ground Storage Tank Installation

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 Tank Specialties, Inc. dba Tank Specialists of California for the removal of underground waste oil tanks and the installation of above ground waste oil tanks at the City Yard and Fire Station 1 facilities for the amount of $98,200;
2. Authorizing the Director of Public Works to approve change orders and contingency up to $14,730 (15%) of the contract amount, for a total project cost of $112,930; and
3. 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:

Capital Improvement Project ("CIP") No. 95042 - Underground Storage Tank Removal & Replacement, includes the removal of underground waste oil tanks and the installation of above ground waste oil tanks at the City Yard and Fire Station 1 facilities to upgrade the tanks to comply with State Water Resources Control Board's overfill prevention equipment (OPE) requirements. It is recommended that City Council authorize the City Manager waive the bidding requirements pursuant to Resolution No. 2025-R3 and execute a Public Works contract with Tank Specialties, Inc. dba Tank Specialists of

California to upgrade the storage tanks at both facilities in the amount of $98,200, with a contingency amount of 15% of the contract amount.

BACKGROUND:

The State Water Resources Control Board (SWRCB) issued Local Guidance 150-3 to clarify the OPE requirements for underground storage tanks (USTs) and secondary containers. Inspections of the storage tanks at the City Yard and Fire Station 1 by the County of Los Angeles Department of Public Works confirmed the City's current waste oil tank systems do not have approved OPE installed and have single-walled vent or tank risers, which are prone to leaks. OPE requirements specified under Title 23 of the California Code of Regulations requires the City to upgrade USTs and ensure compliance with the State of California Water Resources Control Board and the County of Los Angeles.

Due to the need to meet SWRCB requirements, and per the recently adopted emergency Resolution No. 2025-R3, staff bypassed bidding requirements and obtained a quote from Tank Specialist of California for storage tank upgrades at the City Yard for $48,331 and Fire Station 1 for $49,869, for a total contract amount of $98,200. The scope of work includes the removal of one (1) 500-gallon underground waste oil tank and the installation of one (1) 280-gallon above ground waste oil tank at the City Yard and Fire Station 1 locations. The project is to be completed in four phases; Phase I includes Computer-Aided Design (CAD) design and permitting, phase II includes tank removal and disposal at a state certified disposal facility, phase III includes the installation of a 280-gallon Double Wall UL 142 Rectangular Steel waste oil tank and 5-gallon spill container designed to contain small spills at the fill point on above ground storage tanks, and phase IV concludes the project with testing of the completed system and training of City staff.

Tank Specialist of California is already vetted by City staff and under contract for maintenance, monitoring system, spill bucket, and over-fill prevention tests and certification of the current storage tanks. The contractor is registered with the Department of Industrial Relations, is fully licensed for general engineering and building, and is certified in the removal of Hazardous Substances. It is recommended that City Council authorize the City Manager to execute a Public Works contract with Tank Specialists of California for the removal of underground waste oil tanks and the installation of above ground waste oil tanks and spill containers at the City Yard and Fire Station 1 facilities for the amount of $98,200, plus a contingency amount not to exceed $14,730, 15% of the contract amount.

2024-25 STRATEGIC PLAN GOAL:

This project supports the City's goal to maintain, build and modernize infrastructure and facilities to support the current and future needs of our City and community. Compliance for the storage tanks is required for public health and safety.

FISCAL IMPACT:

The proposed project is budgeted in the 2024-2025 fiscal year Capital Improvement Program. There are sufficient funds for this project:

CIP 95042 – Underground Storage Tank Removal & Replacement	
City Yard: UST Removal/AST Installation	$48,331
Fire Station 1: UST Removal/AST Installation	$49,869
Contingency (not to exceed)	$14,730
Total Estimated Project Cost	$112,930

Respectfully submitted 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

ATTACHMENTS

1. Tank Specialists of California Proposal No. 2309-2856-01 City Yard
2. Tank Specialists of California Proposal No. 2309-2857-01 Fire Station 1

ATTACHMENT 1

Tank Specialists of California
Proposal No. 2309-2856-01
City Yard

TANK SPECIALISTS OF CALIFORNIA

YOUR PARTNER IN A GREENER ENVIRONMENT

January 27, 2025

City of Monterey Park
Attn: Mr. Bruce S. Fallon
320 West Newmark Ave.
Monterey Park, CA 91754

Subject: UST Removal / AST Installation Proposal
Proposal No. 2309-2856-01

Site Locations: City Yard

Mr. Fallon:

Tank Specialists of California is pleased to submit the following proposal for the removal of one (1) 500-gallon underground waste oil tank and the installation of one (1) 280-gallon above ground waste oil tank at the above referenced address.

Bid includes all required prevailing wages

PHASE I – CAD DESIGN AND PERMITTING

- Prepare CAD drawings.
- Submit drawings and obtain approvals with permits from the ***County of Los Angeles Department of Environmental Health*** and the ***City of Monterey Park Fire Department.*** **(Permit fees included)**

PHASE II - TANK REMOVAL

- Contact Underground Service Alert.
- Provide construction area delineation. (We will follow all required BMP's).
- Sawcut the existing concrete pad.
- Breakout the concrete over the (1) 500-gallon waste oil tank and dispose.

- Demo the remote fill in the building.
- Uncover the tank and stockpile the spoils for reuse.
- Triple rinse the tank and piping (in place per fire department/regulatory agency requirements). Bid includes up to 50 gallons product/rinsate disposal, which includes the initial free product removal (we assume the tanks are empty).
- Verify the tanks lower explosion limit (LEL) utilizing a calibrated/certified meter. Certify the tanks as clean so that they can be transported and disposed of as non-haz.
- Load and secure the tank on a trailer and dispose of at a state certified disposal facility.
- Obtain and analyze, by a state registered geologist, up to **three (3)** soil samples under the tank and piping per EPA test methods Mod. 8015/8020 (G,D), BTX&E and MTBE, as applicable.
- Backfill and compact, to grade, the excavations with backfill and provide required compaction.
- Replace the removed concrete with concrete to match the surrounding area.
- Submit the final closure data to the geologist. The data includes all permits, destruction certificate for the tank and waste manifest for the rinsate.

PHASE III – NEW WASTE OIL TANK

- Provide and install a 280-gallon UL 142 double wall waste oil tank with the following equipment:
  2 each 4" emergency vents
  Primary tank level gauge
  Annular space leak gauge
  Double tap bushing with suction stub (for product removal)
  Provide and install all required product and fire department decals and placards
- Anchor the tank to the concrete pad to meet zone 4 seismic requirements.
- Provide and install a fill spill bucket on the tank with screen.

- Provide a 2" updraft vent and provide the required vent cap.
- Provide and install a grounding rod and cable attached to the tank.
- Provide and install (3) three bolt down crash posts into the existing concrete slab.
- Provide and install an air powered diaphragm evacuation pump.
- Modify the existing waste oil caddies with quick disconnect couplers to connect to the evacuation system.
- Make all air connections to the pump using existing shop air supply with a removable hose.

PHASE IV - TEST INSTALLATION AND TRAIN PERSONNEL

- Test the completed systems.
- Train facility personnel.

COSTS NOT INCLUDED IN THE PROJECT

- Disposal of toxic or hazardous liquids (greater than 50 gallons) from rinsing the tanks will be performed at the rate of $3.55 per gallon. Solids will be billed separately at 350.00 per drum.
- If soil contamination is encountered, all investigative or corrective measures are beyond the scope of this proposal.
- Costs for compaction testing of the excavation.
- The costs to remove, repair, or relocate underground utilities (not identified by underground alert) or hazards that interfere with the proposed excavation or are damaged during the excavation.
- Costs for back registration if the tanks are not current.

PAYMENT SCHEDULE

Invoices are to be submitted at the following project milestones and are due and payable at that time:

TOTAL COST THIS PROPOSAL..... $48,331.00

Tank Specialties, Inc. D.B.A. Tank Specialists of California is classified as a General Engineering Contractor - identified by the State of California Contractor's State License Board and is subject to and governed by the guidelines established within that regulatory body.

Should payment not be received at the above referenced times, Contractor reserves the right to terminate the agreement, declare a default and recover all out of pocket expenses to the date of termination, plus costs of demobilization and a fee of fifteen percent (15%).

Liability and Worker's Compensation Certificates supplied upon request, our limits are as follows;
$5,000,000.00 Professional/Pollution General Liability
$1,000,000.00 Workers Comp
$1,000,000.00 Auto Liability

Thank you for the opportunity of serving you. We look forward to working with you and your organization. If you have any questions, please do not hesitate to call.

Respectfully,

TANK SPECIALISTS OF CALIFORNIA

Gary G. Backe
President
(951) 676-0600
garyb@tank-specialists.com
www.tank-specialists.com

ATTACHMENT 2

Tank Specialists of California
Proposal No. 2309-2857-01
Fire Station 1

TANK SPECIALISTS OF CALIFORNIA

YOUR PARTNER IN A GREENER ENVIRONMENT

January 27, 2025

City of Monterey Park
Attn: Mr. Bruce S. Fallon
320 West Newmark Ave.
Monterey Park, CA 91754

Subject: UST Removal / AST Installation Proposal
Proposal No. 2309-2857-01

Site Locations: Fire Station #1

Mr. Fallon:

Tank Specialists of California is pleased to submit the following proposal for the removal of one (1) 500-gallon underground waste oil tank and the installation of one (1) 280-gallon above ground waste oil tank at the above referenced address.

Bid includes all required prevailing wages

PHASE I – CAD DESIGN AND PERMITTING

- Prepare CAD drawings.
- Submit drawings and obtain approvals with permits from the ***County of Los Angeles Department of Environmental Health*** and the ***City of Monterey Park Fire Department.*** **(Permit fees included)**

PHASE II - TANK REMOVAL

- Contact Underground Service Alert.
- Provide construction area delineation. (We will follow all required BMP's).
- Sawcut the existing concrete pad.
- Breakout the concrete over the (1) 500-gallon waste oil tank and dispose.

- Demo the remote fill in the building.

- Uncover the tank and stockpile the spoils for reuse.

- Triple rinse the tank and piping (in place per fire department/regulatory agency requirements). Bid includes up to 50 gallons product/rinsate disposal, which includes the initial free product removal (we assume the tanks are empty).

- Verify the tanks lower explosion limit (LEL) utilizing a calibrated/certified meter. Certify the tanks as clean so that they can be transported and disposed of as non-haz.

- Load and secure the tank on a trailer and dispose of at a state certified disposal facility.

- Obtain and analyze, by a state registered geologist, up to **three (3)** soil samples under the tank and piping per EPA test methods Mod. 8015/8020 (G,D), BTX&E and MTBE, as applicable.

- Backfill and compact, to grade, the excavations with backfill and provide required compaction.

- Replace the removed concrete with concrete to match the surrounding area.

- Submit the final closure data to the geologist. The data includes all permits, destruction certificate for the tank and waste manifest for the rinsate.

PHASE III – NEW WASTE OIL TANK

- Provide and install a 280-gallon UL 142 double wall waste oil tank with the following equipment:
  2 each 4" emergency vents
  Primary tank level gauge
  Annular space leak gauge
  Double tap bushing with suction stub (for product removal)
  Provide and install all required product and fire department decals and placards

- Anchor the tank to the concrete pad near the existing hazardous material cabinet adjacent to the wall.

- Provide and install a fill spill bucket on the tank with screen.

- Provide a 2" updraft vent and provide the required vent cap.
- Provide and install a grounding rod and cable attached to the tank.
- Provide and install (4) four bolt down crash posts into the existing concrete slab.
- Provide and install an air powered diaphragm evacuation pump.
- Modify the existing waste oil caddies with quick disconnect couplers to connect to the evacuation system.
- Make all air connections to the pump using existing shop air supply and plumb to the exterior of the building to the tank location.

PHASE IV - TEST INSTALLATION AND TRAIN PERSONNEL

- Test the completed systems.
- Train facility personnel.

COSTS NOT INCLUDED IN THE PROJECT

- Disposal of toxic or hazardous liquids (greater than 50 gallons) from rinsing the tanks will be performed at the rate of $3.55 per gallon. Solids will be billed separately at 350.00 per drum.
- If soil contamination is encountered, all investigative or corrective measures are beyond the scope of this proposal.
- Costs for compaction testing of the excavation.
- The costs to remove, repair, or relocate underground utilities (not identified by underground alert) or hazards that interfere with the proposed excavation or are damaged during the excavation.
- Costs for back registration if the tanks are not current.

PAYMENT SCHEDULE

Invoices are to be submitted at the following project milestones and are due and payable at that time:

TOTAL COST THIS PROPOSAL..... $49,869.00

Tank Specialties, Inc. D.B.A. Tank Specialists of California is classified as a General Engineering Contractor - identified by the State of California Contractor's State License Board and is subject to and governed by the guidelines established within that regulatory body.

Should payment not be received at the above referenced times, Contractor reserves the right to terminate the agreement, declare a default and recover all out of pocket expenses to the date of termination, plus costs of demobilization and a fee of fifteen percent (15%).

Liability and Worker's Compensation Certificates supplied upon request, our limits are as follows;
$5,000,000.00 Professional/Pollution General Liability
$1,000,000.00 Workers Comp
$1,000,000.00 Auto Liability

Thank you for the opportunity of serving you. We look forward to working with you and your organization. If you have any questions, please do not hesitate to call.

Respectfully,

TANK SPECIALISTS OF CALIFORNIA

Gary G. Backe
President
(951) 676-0600
garyb@tank-specialists.com
www.tank-specialists.com

City Council Staff Report

DATE: February 19, 2025

AGENDA ITEM NO: New Business - 5A

TO: Honorable Mayor and Members of the City Council

FROM: Karl H. Berger, City Attorney
Solange Fortenbach, Deputy City Attorney

SUBJECT: Consideration and possible action to adopt Resolution No. XX - A Resolution authorizing the recording of a Notice of Special Assessment for Nuisance Abatement against the owner of 803 Loma Verde Street (APN 5262-020-014).

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopt Resolution No. 25-XX to authorize the recording of a notice of special assessment for nuisance abatement on the owner of 803 Loma Verde Street; or
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

During the past several years, the property located at 803 Loma Verde, APN 5262-020-014 ("Property") has consistently been in a state of blight, among other violations of the Monterey Park Municipal Code ("MPMC") amounting to public nuisances. On June 19, 2024, City staff engaged in abatement of public nuisances on the Property, the costs for which the City is entitled to recoup.

The City Attorney accordingly recommends that the City Council adopt a Resolution authorizing the recording of a public nuisance abatement lien on the Property in order to recoup by special tax assessment the City's costs of abating violations of the BMC.

BACKGROUND:

803 Loma Verde is located in the City of Monterey Park, State of California, and can be more particularly described as Assessor's Parcel Number 5262-020-014 ("Property").

The Property is a one-story home located on a residential block. The owners of the Property are Jaye M. Uribe and Anne L. Chan. The main residence at the Property was

built in 1948 and is 1,582 square feet. The total lot area of the Property is 5,950 square feet and is situated on a corner that allows complete views of the Property's exterior from the public right-of-way.

The City's code enforcement efforts at the Property goes back as far as August of 2021. These efforts centered on addressing overgrown vegetation and excessive amounts of trash, junk and debris on the exterior of the Property, which was, among other things, attracting vermin and a blight to community. Between August 31, 2021, and October 20, 2022, Code Enforcement Officers (CEOs) inspected the exterior of the Property from the public right-of-way at least 22 times from the date range of August 31, 2021 to August 25, 2022, consistently observing these violations continuing unabated through today.

Following numerous notices and administrative citations issued to the property owner, on October 28, 2022, a noticed administrative hearing was held in which the hearing officer determined that the Property was maintained in violation of MPMC § 4.30.50, constituting a public nuisance, and is subject to abatement by the City if not brought into compliance within 30 days.

On June 18, 2024, the City obtained an abatement warrant issued by the Honorable Judge Adam Chang ("Warrant"). The Warrant authorized the City to abate Municipal Code violations, including removing overgrown vegetation; removing accumulated trash, just and debris; and removing abandoned, broken, and unused equipment and machinery. After still being unable to obtain voluntary compliance and being fully advised of the City's intention to abate with personnel, on June 19, 2024, the City executed that warrant and abated the Property, removing all items in violation of the MPMC from the Property's exterior. The cost to abate the Property totaled $16,714.04.

On December 12, 2024, the City Attorney's Office sent the property owner a "Notice of Proposed Recording of Lien and Existing Public Nuisances" ("Notice of Special Assessment"). The Notice of Special Assessment informed the property owner of the additional fees being demanded, as well as the date and time this Resolution would be heard for the opportunity to contest this demand to the City Council.

FISCAL IMPACT:

Adopting this Resolution is expected to result in recouping a substantial portion, if not all, of the City's abatement costs to date related to the Property.

Respectfully submitted by:



Solange Z. Fortenbach
Deputy City Attorney

ATTACHMENTS

1. Resolution No. 25-XX

ATTACHMENT 1

Resolution No 25-XX

CITY OF MONTEREY PARK

RESOLUTION NO. 25-XX

A RESOLUTION TO RECORD A NOTICE OF SPECIAL ASSESSMENT FOR NUISANCE ABATEMENT 803 LOMA VERDE STREET (APN 5262-020-014).

THE CITY COUNCIL OF THE CITY OF MONTEREY PARK RESOLVES AS FOLLOWS:

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

A. 803 Loma Verde is located in the City of Monterey Park, State of California, and can be more particularly described as Assessor's Parcel Number 5262-020-014 ("Property");

B. The Property is a one-story home located on a residential block. The owners of the Property are Jaye M. Uribe and Anne L. Chan. The main residence at the Property was built in 1948 and is 1,582 square feet. The total lot area of the Property is 5,950 square feet and is situated on a corner that allows complete views of the Property's exterior from the public right-of-way;

C. The City's code enforcement efforts at the Property goes back as far as August of 2021. These efforts centered on addressing overgrown vegetation and excessive amounts of trash, junk and debris on the exterior of the Property, which was, among other things, attracting vermin and a blight to community. Between August 31, 2021, and October 20, 2022, Code Enforcement Officers (CEOs) inspected the exterior of the Property from the public right-of-way at least 22 times from the date range of August 31, 2021 to August 25, 2022, consistently observing these violations continuing unabated through today;

D. Following numerous notices and administrative citations issued to the property owner, on October 28, 2022, a noticed administrative hearing was held in which the hearing officer determined that the Property was maintained in violation of MPMC § 4.30.50, constituting a public nuisance, and is subject to abatement by the City if not brought into compliance within 30 days;

E. On June 18, 2024, the City obtained an abatement warrant issued by the Honorable Judge Adam Chang ("Warrant"). The Warrant authorized the City to abate Municipal Code violations, including removing overgrown vegetation; removing accumulated trash, just and debris; and removing abandoned, broken, and unused equipment and machinery. After still being unable to obtain voluntary compliance and being fully advised of the City's intention to abate with personnel,

on June 19, 2024, the City executed that warrant and abated the Property, removing all items in violation of the MPMC from the Property's exterior. The cost to abate the Property totaled $16,714.04;

F. On December 12, 2024, the City Attorney's Office sent the property owner a "Notice of Proposed Recording of Lien and Existing Public Nuisances" ("Notice of Special Assessment"). The Notice of Special Assessment informed the property owner of the additional fees being demanded, as well as the date and time this Resolution would be heard for the opportunity to contest this demand to the City Council;

G. The City has not received any response from the property owner regarding the Notice of Special Assessment; and

H. Pursuant to Government Code § 38773.5 and Monterey Park Municipal Code § 4.30.150, the City may recoup its abatement related costs in the form of a lien against the Property to be collected by special assessment.

SECTION 2. *Approval.* The City Council approves, confirms and adopts the Statement attached as Exhibit "A," and incorporated by reference, and determines that each such charge, totaling $16,714.04, is proper and correct. Such charges constitute a lien on the real property upon which the public nuisance was abated and will be collected as a special assessment against the real property.

SECTION 3. *Authorization*. The City Clerk is directed to:

A. Mail a copy of the Notice of Special Assessment attached as Exhibit "B," and incorporated by reference, to the property owner by certified mail;

B. File a certified copy of this Resolution (with attachments) with the Los Angeles County Assessor and Treasurer and Tax Collector;

C. Submit a certified copy of this Resolution (with attachments) with the Los Angeles County Recorder for recordation, pursuant to Government Code § 38773.5;

D. Direct the Los Angeles County Assessor to enter the amount of the charge against the real property described in this Resolution on the current assessment rolls; and

E. Take any other action necessary to effectuate this Resolution.

SECTION 4. The Los Angeles County Assessor and Treasurer and Tax Collector are requested to record a public nuisance abatement lien against the Property pursuant to MPMC § 4.30.150.

SECTION 5. This Resolution does not affect any penalty, forfeiture or liability incurred before, or preclude prosecution and imposition of penalties for any violation incurring 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 6. 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 7. *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 8. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 9. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTEREY PARK ON THIS ____ DAY OF February, 2025.

_____
Vinh T. Ngo, Mayor

ATTEST:

_____
Maychelle Yee, City Clerk

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

_____
Solange Fortenbach, Deputy City Attorney

Exhibits: A – Statement of Abatement Costs
B – Notice of Special Assessment

Exhibit A

Accounting of Abatement-Related Costs

2022-2024 Abatement

Code Enforcement Costs

Hours	Position	Code Compliance Officer Name	Cost
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7.5	Code Enforcement Officer	Stephanie	$243.23
0.25	Code Enforcement Officer	Liz	$8.11
		Total	**$341.34**

Monterey Park City Attorney's Office – 803 Loma Verde

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5/1/2024	Solange Fortenbach	0.5	$115.50
5/3/2024	Solange Fortenbach	0.4	$92.40
5/6/2024	Solange Fortenbach	0.7	$161.70
5/7/2024	Solange Fortenbach	0.4	$92.40
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12/5/2024	Solange Fortenbach	1.2	$277.20
		36.7	**$8,477.70**

G&S Junk Removal – Invoice

Date	Description	Amount
06-19-2024	Cleanup of Private Property	$6320.00
	Total	**$6,320.00**

Hearing Officer – Invoice

Date	Description	Amount
10-28-2022	Administrative Hearing	$1,575.00
	Total	**$1,575.00**

Total 2023-2024 Abatement Costs: $16,714.04

Administrative Citations 2022-2023

Date	Citation/Case Number	Amount
02-18-2022	22-0003	$100.00
7-18-2022	23-0071	$500.00
7-20-2023	23-0072	$500.00
06-26-2023	23-0069	$500.00
07-03-2023	21-1132	$200.00
	Total	**$1,800.00**

Total 2022-2023 Administrative Citations: $1,800.00

INVOICE

G&S Junk Removal
538 N Fair Oaks Ave
Pasadena, CA 91103

gsjunkremoval1@gmail.com
+1 (626) 217-0083
www.gsjunkremoval.com

Bill to
City of Monterey Park
320 W. NEWMARK AVE
MONTEREY PARK, Ca 91754

Ship to
City of Monterey Park
320 W. NEWMARK AVE
MONTEREY PARK, Ca 91754

Invoice details
Invoice no.: 1309
Terms: Net 30
Invoice date: 06/19/2024
Due date: 07/19/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Junk Removal - 22 Yard Dump Truck**	Labor and Disposal Fees included.	4	$1,500.00	$6,000.00
2.		**Labor - Personal**	1 Hour Down time - 4 Labors	4	$80.00	$320.00

Ways to pay

Contact G&S Junk Removal to pay.

Total	**$6,320.00**
Payment	-$6,320.00
Balance due	**$0.00**

Paid in Full

Note to customer

4 Loads completed.
4 labors
1 hour downtime

Jobsite: 803 Loma Verde Ave

View invoice online
Scan code or go to the link below to view the invoice online
View invoice

RICHARD R. TERZIAN

HEARING OFFICER

1122 E. GREEN STREET, SUITE 202
PASADENA, CA 91106
PHONE: (818) 549-8826 /FAX: (818) 242-1012
RRTERZIAN@GMAIL.COM

October 28, 2022

Stephanie Estevez-Gomez
Code Enforcement Officer
City Hall
320 W. Newmark Avenue
Monterey Park, CA 91754-2896

Re: 803 Loma Verde Street Nuisance Abatement

Date	Services	Hours
10/20/2022	Review material from City	.9
10/20/2022	Conduct virtual hearing in City Hall (incl. travel time)	1.6
10/21/2022	Draft Decision	2.2
10/21/2022	Revise Decision	1.1
10/28/2022	Finalize Decision	.5
	Total hours	6.3

Fees Due: 6.3 hours x $250 per hour = $1,575

EXHIBIT B

Recording requested by:
City of MONTEREY PARK

When recorded, mail to:
City of Monterey Park
Attn: City Clerk
320 Newmark Avenue
Monterey Park, CA 91754

No fee per Government Code § 6103

NOTICE OF SPECIAL ASSESSMENT AND LIEN

NOTICE IS HEREBY GIVEN that the City of Bellflower claims a special assessment against the real property hereafter described ("the subject property") for the costs it incurred to abate a public nuisance threat as ordered by City Council Resolution No. 25-XX adopted on February 19, 2025 (attached as Exhibit "1"), pursuant to an abatement of public nuisance action. Additionally, attached as Exhibit "2" is a demand letter to the property owner outlining the specifics of the assessment and the required payment.

The amount of the abatement is **TWENTY-TWO THOUSAND SIXTY-THREE DOLLARS AND NINETY-EIGHT CENTS ($16,714.04)**.

Recordation of this notice against the subject properties is made pursuant to Bellflower Municipal Code § 8.36.190. Once recorded, this notice will constitute a lien against the subject property until the special assessment is paid in full. The special assessment will be collected in the manner prescribed by Government Code § 38773.5. In addition to constituting a lien against the subject properties, this special assessment will be a personal obligation of its owner(s).

Pursuant to Government Code § 38773.5(c), the owner of record of the subject property has been notified by certified mail as follows: THE PROPERTY MAY BE SOLD AFTER THREE YEARS BY THE TAX COLLECTOR FOR UNPAID DELINQUENT ASSESSMENTS.

This Notice concerns the following real property:

L.A. County A.P.N.: 5262-020-014

Street Address: 803 Loma Verde, Monterey Park, CA 91754
Legal Description:
TRACT NO 10409 LOT 28 BLK 4

The owner of record of the subject property according to Los Angeles County Assessor Records is Jaye Uribe and Anne Chan.

Signed the _____ day of February, 2025.

City of Monterey Park

_____
Inez Alvarez, City Manager

THIS PAGE IS FOR INSTRUCTION ONLY. DO NOT INCLUDE.

(ATTACH NOTARY PAGE RE CITY MANAGER SIGNATURE)

(ATTACH RESOLUTION AND A COPY OF THE NOTICE THAT WAS SENT TO THE PROPERTY OWNER)

BURKE, WILLIAMS & SORENSEN, LLP
18300 Von Karman Avenue - Suite 650
Irvine, California 92612-1032
voice 949.863.3363 - fax 949.863.3350
www.bwslaw.com

Direct No.: 949.265.3416
sfortenbach@bwslaw.com

December 12, 2024

VIA REGULAR AND CERTIFIED MAIL

Jaye Uribe and Anne Chan
803 Loma Verde St.
Monterey Park, CA 91754

Re: **DEMAND LETTER – Notice of Proposed Recording of Lien and Existing Public Nuisances**
803 Loma Verde St., Monterey Park, CA 91754
APN: 5262-020-014

Dear Mr. Uribe and Ms. Chan:

As you are aware, this law firm serves as the City Attorney's Office for the City of Monterey Park ("City"), and I serve as its Deputy City Attorney. This letter notifies you of the City's determination of collection by special assessment of the full cost of its abatement efforts to bring your property at 803 Loma Verde Street ("Property") into compliance with the neighborhood preservation requirements of Monterey Park Municipal Code ("MPMC") § 4.30.

This Property has a long history of code enforcement violations and notices from the City involving the accumulation of prohibited items on the exterior of your Property going back as far as August of 2021. Following numerous notices and administrative citations issued to you, on October 28, 2022, a noticed administrative hearing was held in which the hearing officer determined that the Property was maintained in violation of MPMC § 4.30.50, constituting a public nuisance, and is subject to abatement by the City if not brought into compliance within 30 days.

On June 18, 2024, the City obtained an abatement warrant issued by the Honorable Judge Adam Chang. After still being unable to obtain voluntary compliance and being fully advised of the City's intention to abate with personnel, on June 19, 2024, the City executed that warrant and abated your Property, removing all items in violation

of the MPMC from the Property's exterior. The cost to abate the Property totaled **$16,714.00**. An accounting of these costs is attached hereto as Exhibit A[1].

Please be advised that pursuant to MPMC Chapter 4.30[2], the City is entitled to recover its abatement-related costs from you.

The City has determined abatement costs up to the present total to be $16,714.00. This amount is subject to increase until final payment is made as further legal fees accumulate to collect these outstanding costs.

Please be further advised that you have until January 15, 2025, to remit to the City the total sum of $16,714.00 by cashier's check to avoid the City seeking and imposing a special assessment lien on the Property. Payment should be made out to "City of Monterey Park," should reference "Abatement reimbursement for 803 Loma Verde Street," and can be submitted in person or mailed.

Please be further advised that pursuant to MPMC § 4.30.150(a), "persons failing to abate a public nuisance as ordered pursuant to this chapter, will be obligated to pay all city expenses of abating the nuisance and all administrative costs associated therewith."

Please be further advised of the following pursuant to MPMC § 4.30.150:

C. The City Attorney or City Prosecutor shall establish the notice of special assessment form for use or consideration by the Tax Collector in collecting a special assessment.

D. The notice of special assessment shall be entitled to recordation with the Los Angeles County Recorder's office.

E. The amount of a special assessment shall also constitute a personal obligation of the property owners of land upon which the nuisance was abated.

Please be further advised that on **February 12, 2025 at 7:00 p.m.**, a resolution will be brought before the Monterey Park City Council at its regularly scheduled council meeting to authorize a special assessment for the collection of all abatement costs

[1] Also included in Exhibit A is the total amount of unpaid administrative citations you owe the City.
[2] The Monterey Park Municipal Code may be accessed at https://ecode360.com/43876702#43876702.

pursuant to BMC § 8.36.190. **You are free to attend this meeting and be heard by the City Council on this matter, contest the amount of the lien being pursued, or otherwise challenge this resolution to record the lien against your Property.**

Lastly, the City has been notified of the rekindling of public nuisance conditions at the Property. On December 3, 2024, Code Enforcement Officers inspected the Property and observed overgrown vegetation, blight and bulky item storage on the exterior of the Property. In addition, Code Enforcement has for months continued to observe an inoperable vehicle parked on the driveway which blocks the sidewalk. Photographs from this inspection are attached in Exhibit B. These conditions constitute public nuisances as defined in the MPMC and ***must be mitigated immediately to gain compliance***.

NOTICE OF PUBLIC NUISANCES

Notice is hereby given that the following public nuisance conditions, activities, or uses exist on the premises described above Property.

1. **MPMC 4.30.050(j)** – Overgrown vegetation
2. **MPMC 4.30.050(l)** – Accumulation of trash, junk, debris, etc.
3. **MPMC 4.30.050(m)(2)** – Junk, salvage materials, solid waste, etc.
4. **MPMC 4.30.050(m)(5)** – Inoperable Vehicle

Please feel free to contact me with any questions you may have relating to the demand for payment at sfortenbach@bwslaw.com or (949) 265-3416. Please contact Senior Code Compliance Officer Reymundo Lozano at (626) 307-1316 for questions regarding gaining compliance with the MPMC.

Sincerely,

BURKE, WILLIAMS & SORENSEN, LLP

Solange Fortenbach

Solange Fortenbach

Attachments:
Exhibit A – Abatement Costs
Exhibit B – Photographs – December 3, 2024

SF:SF
cc: Reymundo Lozano, Senior Code Compliance Officer
Timothy Campen, Assistant City Attorney
Karl H. Berger, City Attorney

Exhibit A

Accounting of Abatement-Related Costs

2022-2024 Abatement

Code Enforcement Costs

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G&S Junk Removal
538 N Fair Oaks Ave
Pasadena, CA 91103

gsjunkremoval1@gmail.com
+1 (626) 217-0083
www.gsjunkremoval.com

Bill to
City of Monterey Park
320 W. NEWMARK AVE
MONTEREY PARK, Ca 91754

Ship to
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Invoice details
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2.		**Labor - Personal**	1 Hour Down time - 4 Labors	4	$80.00	$320.00

Ways to pay

Contact G&S Junk Removal to pay.

Total	**$6,320.00**
Payment	-$6,320.00
Balance due	**$0.00**

Paid in Full

Note to customer

4 Loads completed.
4 labors
1 hour downtime

Jobsite: 803 Loma Verde Ave

View invoice online
Scan code or go to the link below to view the invoice online
View invoice

RICHARD R. TERZIAN

HEARING OFFICER

1122 E. GREEN STREET, SUITE 202
PASADENA, CA 91106
PHONE: (818) 549-8826 /FAX: (818) 242-1012
RRTERZIAN@GMAIL.COM

October 28, 2022

Stephanie Estevez-Gomez
Code Enforcement Officer
City Hall
320 W. Newmark Avenue
Monterey Park, CA 91754-2896

Re: 803 Loma Verde Street Nuisance Abatement

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10/28/2022	Finalize Decision	.5
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Fees Due: 6.3 hours x $250 per hour = $1,575

Exhibit B

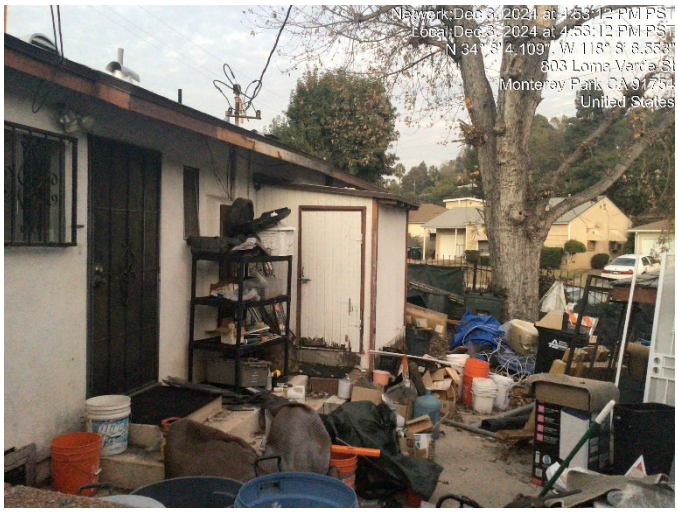

Network:Dec 3, 2024 at 4:49:42 PM PST
Local:Dec 3, 2024 at 4:49:42 PM PST
N 34° 3' 4.063", W 118° 8' 5.844"
815 Loma Verde St
Monterey Park CA 91754
United States


Network:Dec 3, 2024 at 4:49:31 PM PST
Local:Dec 3, 2024 at 4:49:31 PM PST
N 34° 3' 4.063", W 118° 8' 5.844"
815 Loma Verde St
Monterey Park CA 91754
United States


Network:Dec 3, 2024 at 4:51:21 PM PST
Local:Dec 3, 2024 at 4:51:21 PM PST
N 34° 3' 5.293", W 118° 8' 6.103"
803 Loma Verde St
Monterey Park CA 91754
United States


Network:Dec 3, 2024 at 4:52:23 PM PST
Local:Dec 3, 2024 at 4:52:23 PM PST
N 34° 3' 4.894", W 118° 8' 6.869"
803 Loma Verde St
Monterey Park CA 91754
United States


Network:Dec 3, 2024 at 4:52:44 PM PST
Local:Dec 3, 2024 at 4:52:44 PM PST
N 34° 3' 4.714", W 118° 8' 7.178"


Network:Dec 3, 2024 at 4:53:12 PM PST
Local:Dec 3, 2024 at 4:53:12 PM PST
N 34° 3' 4.109", W 118° 8' 6.553"
803 Loma Verde St
Monterey Park CA 91754
United States