CITY COUNCIL OF MONTEREY PARK
AND THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY
AGENDA

REGULAR CITY COUNCIL MEETING

Wednesday
March 17, 2021
6:30 p.m.

EXECUTIVE ORDER NO. N-29-20

These meetings will be conducted pursuant to Section 3 of Executive Order No. N-29-20 issued by Governor Newsom on March 17, 2020.

Accordingly, Councilmembers will be provided with a meeting login number and conference call number; they will not be physically present at Council Chambers.

Pursuant to the Governor's order, the public may provide public comment utilizing the methods set forth below.

Note that City Hall is currently closed to the public. You will not be admitted to City Hall.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community.

GENERAL INFORMATION

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

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

This Agenda may include items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" next to the Agenda Item Number.

PUBLIC PARTICIPATION

In accordance with Executive Order No. N-29-20 and guidance from the California Department of Public Health on gatherings, remote public participation is allowed in the following ways:

Via Email

Public comment will be accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov and, when feasible, read into the record during public comment. Written communications are limited to not more than 50 words.

Via Telephone

Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling (888) 788-0099 or (877) 853-5247 and entering Zoom Meeting ID: 989 6660 0822 then press pound (#). When prompted to enter participation ID number press pound (#) again. If participants would like to make a public comment they will enter "***9**" then the Clerk's office will be notified, and you will be in the rotation to make a public comment. Press "***6**" to unmute yourself when called upon to speak. Participants are encouraged to join the meeting 15 minutes before the start of the meeting. You may speak up to 5 minutes on Agenda item. Speakers will not be allowed to combine time. The Mayor and City Council may change the amount of time allowed for speakers. As part of the virtual meeting protocols, anonymous persons will not be allowed to provide public comment.

Important Disclaimer

When a participant calls in to join the meeting, their name and/or phone number will be visible to all participants. Note that all public meetings will be recorded.

CALL TO ORDER	**Mayor**
FLAG SALUTE	**Mayor**
ROLL CALL	**Peter Chan, Hans Liang, Henry Lo, Fred Sornoso, Yvonne Yiu**

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS:

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

[1.] PRESENTATION – None

[2.] OLD BUSINESS - None

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

3-A. MONTHLY INVESTMENT REPORT – FEBRUARY 2021

It is recommended that the City Council consider:

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

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

3-B. MINUTES

It is recommended that the City Council and the City Council (acting on behalf of the Successor Agency) consider:

(1) Approving the minutes from the regular meetings of February 3, 2021 and February 17, 2021; and

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

3-C. WAIVE FURTHER READING AND ADOPT AN OMNIBUS ORDINANCE AMENDING AND REPEALING VARIOUS SECTIONS OF THE MONTEREY PARK MUNICIPAL CODE AS SPECIFIED, TO CODIFY PORTIONS OF THE MONTEREY PARK BUSINESS RECOVERY PROGRAM AND REPEAL REGULATIONS GOVERNING FORTUNETELLING

It is recommended that the City Council consider:

(1) Waiving the second reading and adopting the proposed ordinance; and/or

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

3-D. RESOLUTION TO AGREEMENT EXTENSION FOR INTERIM EMPLOYMENT (DANIELLE TELLEZ)

It is recommended that the City Council consider:

(1) Adopting a resolution authorizing the City Manager to execute an employment agreement with Danielle Tellez to extend part-time employment for the position of Interim Director of Human Resources and Risk Management pursuant to Government Code § 21221(H) and Executive Order Nos. N-25-20 and N-84-20; and

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

3-E. CONSIDERATION OF FINAL MAP. NO. 77195 FOR A SINGLE LOT SUBDIVISION (CONDOMINIUM PURPOSES) TO FACILITATE AN EIGHT-UNIT RESIDENTIAL DEVELOPMENT, LOCATED AT 2011 POTRERO GRANDE DRIVE

It is recommended that the City Council consider:

(1) Adopting a resolution approving Final Map No. 77195;

(2) Approving and authorizing the City Manager to execute a Subdivision Improvement Agreement for Final Map No. 77195 in a form approved by the City Attorney; and

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

CEQA (California Environmental Quality Act):

On April 24, 2018, the Planning Commission found that the Project was categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines § 15315 and 15332 as a Class 15 categorical exemption (Minor Land Divisions) and Class 32 categorical exemption (Infill Development). The findings and conclusions made by the Planning Commission are incorporated into the attached Resolution by reference.

3-F. AWARD OF CONTRACT TO RINCON CONSULTANTS INC., FOR CONSULTING SERVICES TO PREPARE THE 2021-2029 HOUSING ELEMENT, UPDATE THE SAFETY ELEMENT AND ESTABLISHMENT OF THE ENVIRONMENTAL JUSTICE ELEMENT OF THE GENERAL PLAN AND ENVIRONMENTAL REVIEW TO FULFILL THE CITY'S HOUSING OBLIGATIONS.

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute an agreement, in a form approved by the City Attorney, with Rincon Consultants Inc., in the amount of $397,743; and

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

3-G. HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 9

It is recommended that the City Council consider:

(1) Adopting a resolution authorizing the City Manager, or designee, to apply for, receive, and appropriate $537,200 in Highway Safety Improvement Program (HSIP) funds for Garfield Avenue Traffic Signal Improvements; and

(2) 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.

[4.] PUBLIC HEARING

4-A. A PUBLIC HEARING TO INTRODUCE AND CONSIDER AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (DA-20-01) BY AND BETWEEN THE CITY OF MONTEREY PARK AND BR CASTER CORP. TO FACILITATE DEVELOPMENT OF A STRUCTURE FOR SELF-STORAGE UNITS; TO ACTIVATE THE BUSINESS RECOVERY DEVELOPMENT AGREEMENT ZONE ("BRDZ") IN MONTEREY PARK MUNICIPAL CODE CHAPTER 21.45; AND TO AMEND THE ZONE MAP.

It is recommended that the City Council consider:

(1) Opening the public hearing;

(2) Receiving documentary and testimonial evidence;

(3) Closing the public hearing;

(4) Introducing and waiving first reading of an ordinance adopting DA-20-01. Second reading and adoption would occur on April 7, 2021. The DA would become effective May 7, 2021; and

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

CEQA (California Environmental Quality Act):

The Project is categorically exempt from additional environmental review pursuant to CEQA Guidelines § 15332 as a Class 32 categorical exemption (In-Fill Development Projects). The Project consists of constructing a self-storage facility on a vacant 0.93 acre triangular shaped lot surrounded by existing development. Other than activating the BRDZ via the draft Development Agreement, there are no proposed changes to the General Plan nor the zoning. The Project site has no value as habitat for endangered, rare or threatened species. The technical studies prepared for the Project demonstrate there will not be any significant environmental effects relating to traffic, noise, air quality, or water quality. Finally, the Project can be adequately served by all required utilities and public services.

[5.] NEW BUSINESS

5-A. CONSIDERATION OF AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE TO ESTABLISH PARKING REQUIREMENTS FOR RELIGIOUS INSTITUTION AFFILIATED HOUSING DEVELOPMENT PROJECTS IN ACCORDANCE WITH CALIFORNIA LAW AND CODIFY PARKING REGULATIONS FROM THE MONTEREY PARK BUSINESS RECOVERY PROGRAM.

It is recommended that the City Council consider:

(1) Introducing and waiving first reading of an Ordinance of the City Council of the City of Monterey Park adding Sections 21.22.040 (Religious Institution Affiliated Housing Development Projects; Parking Requirements) and 21.22.050 (Application of Chapter) to the Monterey Park Municipal Code and codifying the parking regulations adopted as part of the 2020 Monterey Park Business Recovery Program (the "Program"); and

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

CEQA (California Environmental Quality Act):

In accordance with the California Environmental Quality Act (Pub. Res. Code § 21000, et seq.; "CEQA") and CEQA Guidelines (Cal. Code Regs. tit. 14, § 15000, et seq.) staff determined that the Ordinance is exempt from additional environmental review pursuant to CEQA Guidelines § 15305 because it consists only of minor alterations in land use limitations necessary to implement a state law mandate (AB 1851) and does not portend new development. Furthermore, staff finds that it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment. Consequently, it is exempt from additional environmental review per CEQA Guidelines § 15061(b)(3).

5-B. SR-710 NORTH MOBILITY IMPROVEMENTS PROJECTS FUNDING AGREEMENTS

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute the remaining three Funding Agreements, in a form approved by the City Attorney, with Los Angeles County Metropolitan Transportation Authority (LACMTA) for the SR-710 North Mobility Improvements Projects for Garvey Avenue Capacity Improvements, Parking Structures Construction, and Adaptive Traffic/Traffic Responsive Control System Project;

(2) Authorizing the City Manager to appropriate project funds for the Garvey Avenue Capacity Improvements, Parking Structures Construction, and Adaptive Traffic/Traffic Responsive Control System projects per the project funding schedule included in the terms and conditions of the Funding Agreements to be received by the City; and

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

CEQA (California Environmental Quality Act):

This action is exempt from review 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") because it constitutes funding activity of the City that will not result in direct or indirect physical changes in the environment. Accordingly, it is not a "project" that has the potential to cause significant physical effects on the environment and is not subject to CEQA pursuant to CEQA Guidelines §§ 15061 and 15378. Any use of the funds for a particular project will require separate CEQA review.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

6-A. A RESOLUTION DECLARING APRIL 4, 2021 – APRIL 10, 2021 AS NATIONAL LIBRARY WEEK (REQUESTED BY COUNCIL MEMBER CHAN)

It is recommended that the City Council consider:

(1) Adopting a resolution declaring April 4, 2021 – April 10, 2021 as National Library Week;

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

[7.] FUTURE AGENDA ITEMS

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

ADJOURN

City Council Staff Report

DATE: March 17, 2021
AGENDA ITEM NO: Consent Calendar
Agenda Item 3A

TO: The Honorable Mayor and City Council

FROM: Joseph Leon, City Treasurer

SUBJECT: Monthly Investment Report – February 2021

RECOMMENDATION:

It is recommended that the City Council consider:

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

EXECUTIVE SUMMARY:

As of February 28, 2021 invested funds for the City of Monterey Park is $88,825,395.95.

BACKGROUND:

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

Respectfully submitted by:

Joseph Leon
City Treasurer

Prepared by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Attachment 1
Monthly Investment Report

CITY OF MONTEREY PARK
INVESTMENT REPORT
FEBRUARY 28, 2021

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 2/28/2021		**$ 88,825,395.95**

INVESTMENT COMPOSITION

(1)	**LA COUNTY POOLED INVESTMENT FUND** *(See Schedule A for LA County Pool Composition)*	ON DEMAND	0.540%	***$ 6,738,626.14***
(2)	**LOCAL AGENCY INVESTMENT FUND**	ON DEMAND	0.440%	***$ 80,611,769.81***

(3)	**CERTIFICATES OF DEPOSIT**	Purchase Date	Maturity Date	Interest Rate	
1	FIRST SOURCE FED CREDIT UNION	10/08/19	03/26/21	1.95%	245,000
2	UNIVERSITY IOWA CMNTY	04/30/18	04/30/21	2.75%	245,000
3	PREFERRED BANK	09/03/20	09/03/21	0.75%	100,000
4	PREFERRED BANK	09/08/20	09/08/21	0.76%	150,000
5	MORGAN STANLEY BANK	02/27/20	02/28/22	1.70%	245,000
6	MORGAN STANLEY PRIVATE BANK	02/27/20	02/28/22	1.70%	245,000
7	AMERICAN FIRST CREDIT UNION	03/06/20	03/07/22	1.60%	245,000
	Total CDs (7)			1.601%	***$ 1,475,000.00***

OTHER INFORMATION:

BANK BALANCE: [1]	$ 4,426,227.53
AVERAGE MATURITY DAYS	4
AVERAGE INTEREST RATE FOR THE MONTH	0.471%

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

INTEREST EARNINGS FOR 2ND QUARTER 2020-2021 (ESTIMATED) **$ 122,582.00**

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

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

POOLED SURPLUS AND SPECIFIC PURPOSE INVESTMENTS
AS OF JANUARY 31, 2021

SCHEDULE A

PORTFOLIO PROFILE	Pooled Surplus Investments	Specific Purpose Investments
Inventory Balance at 01/31/21		
At Cost	$ 38,992,119,970	$ 117,003,950
At Market	$ 38,898,953,943	$ 119,383,793
Repurchase Agreements	$ -	$ -
Reverse Repurchase Agreements	$ -	$ -
Composition by Security Type:		
Certificates of Deposit	7.82%	0.00%
United States Government and Agency Obligations	59.52%	62.74%
Bankers Acceptances	0.00%	0.00%
Commercial Paper	32.39%	0.00%
Municipal Obligations	0.08%	2.73%
Corporate and Deposit Notes	0.19%	0.00%
Repurchase Agreements	0.00%	0.00%
Asset-Backed	0.00%	0.00%
Other	0.00%	34.53%
1-60 days	45.89%	0.00%
61 days-1 year	20.55%	34.53%
Over 1 year	33.56%	65.47%
Weighted Average Days to Maturity	975	

City Council Staff Report

DATE: March 17, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3B

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: Minutes

RECOMMENDATION:

It is recommended that the City Council and the City Council (acting on behalf of the Successor Agency) consider:

1. Approving the minutes from the regular meetings of February 3, 2021 and February 17, 2021; and

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

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

Vincent D. Chang
City Clerk

Prepared by:

Henry Lu
Minutes Clerk

Approved By:

Ron Bow
City Manager

ATTACHMENT(S):

1. Draft Minutes

ATTACHMENT 1
Draft Minutes

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
FEBRUARY 3, 2021

The City Council of the City of Monterey Park held a Regular Teleconference Meeting via Zoom on Wednesday, February 3, 2021 at 6:30 p.m. The regular meeting was conducted pursuant to Section 3 of Executive Order No. N-29-20 issued on March 17, 2020. Accordingly, Council Members were provided a meeting login number and conference call number and were not physically present at Council Chambers.

The minutes include items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" next to the Agenda Item Number.

PUBLIC PARTICIPATION

In accordance with Executive Order No. N-29-20 and guidance from the California Department of Public Health on gatherings, remote public participation was allowed in the following ways:

Via Email
Public comment were accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov and, when feasible, read into the record during public comment. Written communications are limited to not more than 50 words.

Via Telephone
Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling (888) 788-0099 or (877) 853-5247 and entering Zoom Meeting ID: **958 6880 6270** then press pound (#). When prompted to enter participation ID number press pound (#) again. If participants would like to make a public comment they will enter "***9**" then the Clerk's office will be notified, and you will be in the rotation to make a public comment. Press "***6**" to unmute yourself when called upon to speak. Participants are encouraged to join the meeting 15 minutes before the start of the meeting. You may speak up to 5 minutes on Agenda item. Speakers will not be allowed to combine time. The Mayor and City Council may change the amount of time allowed for speakers. As part of the virtual meeting protocols, anonymous persons will not be allowed to provide public comment.

Important Disclaimer – When a participant calls in to join the meeting, their name and/or phone number will be visible to all participants. Note that all public meetings will be recorded.

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

FLAG SALUTE:
Mayor Yiu led the Flag Salute.

ROLL CALL:
City Clerk Vincent Chang called the roll:
Council Members Present: Peter Chan, Hans Liang, Henry Lo, Fred Sornoso, Yvonne Yiu
Council Members Absent: None

ALSO PRESENT: City Manager Ron Bow, City Attorney Karl Berger, City Treasurer Joseph Leon, Assistant City Manager Inez Alvarez, Fire Chief Matt Hallock, Police Chief Kelly Gordon, Director of Management Services Martha Garcia, City Librarian Diana Garcia, Interim Director of Public Works Frank Lopez, Interim Director of Human Resources and Risk Management Danielle Tellez, Deputy City Attorney Tim Campen, Economic Development Manager Joseph Torres, Recreation and Community Services Manager Robert Aguirre, Water Utility Manager Richard Gonzales, Planning Manager Jason Moquin, Program Coordinator Guillermo Chavez, Senior Librarian Reference Deborah Niblick, Community Communications Coordinator Randy Ishino, Deputy City Clerk Cindy Trang, Assistant Deputy City Clerk Helena Cho

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

PUBLIC COMMUNICATIONS

Public Speaker Disclaimer: Meetings are held virtually and the information listed for the speakers may or may not reflect the correct spelling of their respective name.

- Larry Sullivan spoke about Agenda Item No. 3B and urged the City Council to approve the resolution to amend Monterey Park Bruggemeyer Library fines and fees procedures.

- Memo Chavez invited the public to participate in two programs hosted by the Recreation and Community Services department for the month of February. The two programs are “Show the Love Teddy Bear Gift Package” and the Lunar New Year “An Ox’cellent Adventure.” More information regarding the programs is available on the City’s website or by calling 626-307-1395.

- Michael Mejia spoke about the City’s pension obligation bond and provided updates on the recent transaction.

- City Clerk Chang received, filed, and read into the record two written communication from Jonathan Hawes and Paris Patterson-Garner. Mr. Hawes who stated that he is a whistleblower on Andre Quintero and Team El Monte's embezzlement and urged the City Council to call out the crimes and protect the community. Mrs. Paris Patterson-Garner who urged the City Council to update the Climate Action plan.

1. PRESENTATION

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

1A. INNOVATIVE "SHOP LOCAL" APP-BASED CUSTOMER REWARDS PROGRAM TO HELP STIMULATE THE LOCAL ECONOMY

Economic Development Manager Torres presented a PowerPoint Presentation regarding innovative "Shop Local" an app-based customer rewards program to help stimulate the local economy.

Public Speaker:

- Michael Mazur, Vice President of Colu, shared a PowerPoint Presentation titled "Stimulate Your Local Economy".

2. OLD BUSINESS

2A. CONSIDERATION OF AMENDMENTS TO THE DESIGN-BUILD CONTRACT WITH J.R. FILANC AND PROFESSIONAL SERVICES AGREEMENT WITH SA ASSOCIATES TO INCORPORATE A PFAS REMOVAL SYSTEM INTO CGTS

The State Water Resource Board Division of Drinking Water (DDW) is requiring the City of Monterey Park to incorporate a perfluorooctanoic acids (PFAS) removal system into the Centralized Groundwater Treatment System (CGTS) that is being constructed by J.R. Filanc Construction Company. Staff recommends approving an amendment to J.R. Filanc's contract for the implementation of a PFAS removal system in an amount not to exceed $6,642,524.

Staff also recommends the approval of an amendment to the Professional Services Agreement with SA Associates to provide construction management services for this PFAS project in an amount not to exceed $194,000.

The total cost for this project will require an appropriation of $2,837,000 in City Water Treatment funds. The $4M balance will be paid with the zero interest loan from the San Gabriel Valley Municipal Water District (SGVMWD) discussed and approved at the December 16, 2020 City Council Meeting.

CEQA (California Environmental Quality Act):
This project is exempt from additional environmental review under the California Environment Quality Act (CEQA) per CEQA Guidelines § 15302, "Replacement or Reconstruction."

Public Speakers:

- John Robinson, Consultant from John Robinson Consulting, was present and available for questions.

- Gary Silverman, representative of Filanc Construction Company, was present and available for questions.

- Kevin Alexander, Consultant from Hazen Sawyer, was present and available for questions.

Discussion: Water Utility Manager Gonzales presented a PowerPoint Presentation regarding Centralized Groundwater Treatment System – PFOS (Perfluorooctane Sulfonate) / PFOA (Perfluorooctanoic Acid) Treatment.

Action Taken: The City Council (1) authorized the City Manager to execute an amendment to the Design-Build Contract with J.R. Filanc Construction Company, Inc. to modify the Centralized Groundwater Treatment System to include PFAS removal, in an amount not to exceed $6,642,524; (2) authorized the City Manager to execute an amendment to the Professional Services Agreement with SA Associates for construction management services, in an amount not to exceed $194,000; and (3) appropriated $2,837,000 in City Water Treatment funds for the project.

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

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

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

Matters listed under consent calendar are considered to be routine, ongoing business and are enacted by one motion unless specified.

Public Speakers:

- City Clerk Chang received, filed, and read into the record fifty-six written communications regarding Agenda Items Nos. 3B and 3C. Twenty-two written communications were in support of Agenda Item No. 3B from: Danny Woo, Jennifer Katan, Racine Huliganga, Rose Scobie, Regina Ip, Barbara Ngai, Josephine Tang, Kristin Yoshima, Kali Ghazali, Victor Luo, Michael Becerra, Grace Young, Kristen Rico, Nikki Winslow, Patricia Macdonald, Calvin Truong, Tara Kwan, Thomas Wong, Travis Kaya, Megan Schultz, Ana Fan, and Kathy Yep. Twenty-six written communications were in support of Agenda Item 3C from: Barbara Ngai, Finola Rodriguez, Linda Huynh, Thomas Wong, Nathan Tam, Kristopher Fortin, Courtney Shojinaga, Abel Bourbois, Rose Scobie, Alexander Jung, Katie Wang, Jennifer Tang, Connie Ho, Audrey Jung, Megan Chea, Lisa Chea, David Mey, Emily Phu, Melissa Chea, Ha Sy, Eric Sunada, Clarissa Choy, Kyle Tsukahira, Miko Jao, Emily Ng, and Jean Park. Six written communications were in support of both Agenda Items Nos. 3B and 3C from: Taylor Brown, Jeshow Yang, Angel Lira, Justin Unno, Carmen Gosey, and David Phung.

- Jennifer Love Tang, Library Board of Trustees, spoke in support of the Agenda Item No. 3B.

- Jeshow Yang expressed his support for Agenda Items Nos. 3B and 3C.

- Jose Sanchez spoke in support of Agenda Item No. 3C and urged the City Council to approve the agenda item to apply for the Local Early Action Planning Grant.

- Laura Gallegos conveyed her support of Agenda Item No. 3C and urged the City Council to apply for the Local Early Action Planning Grant.

- Kathy Ko expressed her support for Agenda Items Nos. 3B and 3C. She pursued the City Council to apply for the Local Early Action Planning Grant and invited the City Council to attend the next Environmental Commission meeting to be held on February 9, 2021 at 6:30 p.m.

Action Taken: The City Council and the City Council, acting on behalf of the Successor Agency, approved and adopted Agenda Items Nos. 3A – 3D on Consent Calendar, reading resolutions and ordinances by the title only and waiving further reading thereof.

Motion: Moved by Council Member Liang and seconded by Council Member Chan motion carried by the following vote:

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

3A. MINUTES

Approve the minutes from the special meetings of December 2, 2020 and December 16, 2020 and the regular meetings of December 2, 2020 and December 16, 2020.

Action Taken: The City Council approved the minutes from the special meetings of December 2, 2020 and December 16, 2020 and the regular meetings of December 2, 2020 and December 16, 2020 on Consent Calendar.

3B. CONSIDERATION AND POSSIBLE ACTION TO AMEND THE MONTEREY PARK BRUGGEMEYER LIBRARY FINES AND FEES PROCEDURES AND TO DIRECT THE CITY MANAGER TO FORGO COLLECTING OUTSTANDING FINES AND FEES

Public libraries locally and nationwide are restructuring their fine and fee schedules and eliminating overdue fines in order to increase access to library services in their communities.

Suspending library fines in March 2020 due to the pandemic provided data to review the Library's current fine and fee structure in order to ensure that the department is serving its users in an efficient and equitable way.

The Library Board of Trustees considered this topic at its meetings on November 17, 2020, December 15, 2020 and January 19, 2021. At its meeting on January 19, 2021 the Library Board of Trustees voted to recommend the proposed changes to City Council.

The Monterey Park Bruggemeyer Library currently charges overdue fines of $0.25 per day on most items. Library card holders are "blocked" and cannot check out materials, use online resources or use public computers if they owe more than $4.99 in overdue fines or fees. The proposal for fine restructuring would remove daily overdue fines, increase the maximum renewals on eligible items, and would forgo collection of outstanding fines. It does not propose to eliminate billed item fees assessed on lost or damaged items or long-overdue materials.

Action Taken: The City Council adopted Resolution No. 12220 amending the Monterey Park Bruggemeyer Library Fines and Fees Procedures including eliminating overdue fines; eliminating audio-visual fees (with exceptions); increasing maximum renewals for eligible items; and implementing automatic renewals for eligible items; and directed the City Manager, or designee, to forgo collecting any outstanding library fines from patrons before February 3, 2021 on Consent Calendar.

Resolution No. 12220, entitled:
A RESOLUTION AMENDING RESOLUTION NOS. 10766 AND 11771 TO ELIMINATE LIBRARY FINES AND REDUCE CERTAIN FEES FOR SERVICES

3C. LEAP (LOCAL EARLY ACTION PLANNING GRANT APPLICATION)

The California Governor's Office of Department of Housing and Community Development (HCD) authorized $119,040,000 to assist California Jurisdictions to implement projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the Regional Housing Needs Allocation (RHNA). Of the authorized $119,040,000 the City of Monterey Park is eligible for up to $300,000 to aid in the updating of respective policies and practices to expedite housing development within the City of Monterey Park thereby to meet the Region's housing needs in accordance with Southern Council Association of Governments (SCAG) and Department of Housing and Community Development.

If adopted, the proposed Resolution would authorize the City Manager to apply for the LEAP Grant and implement a budget amendment if or when the City is awarded. The LEAP Grant release date was January 27, 2020 with application dues on or before July 1, 2020; however, due to the Covid-19 pandemic, the application period was extended. When the grant award decision is made and if the grant is awarded to Monterey Park, staff will notify City Council.

Action Taken: The City Council adopted Resolution No. 12221 authorizing the City Manager, or designee, to apply for, receive, and appropriate grant funds for the Local Early Action Planning Grant Application on Consent Calendar.

Resolution No. 12221, entitled:
A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO APPLY FOR, AND RECEIVE, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

3D. AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN A FORM APPROVED BY THE CITY ATTORNEY, WITH SOUTHERN CALIFORNIA EDISON (SCE) TO REPLACE HIGH PRESSURE SODIUM VAPOR (HPSV) STREET LIGHTS WITH LIGHT-EMITTING DIODE (LED) STREET LIGHTS CITYWIDE

Southern California Edison (SCE) owns and maintains approximately 3,248 streetlights throughout the City of Monterey Park. These are located along residential and arterial streets. The City pays SCE a monthly tariff for each pole which includes the cost of electricity and required maintenance. SCE estimates the City's annual cost for this service at approximately $490,070. These types of streetlights are referred to as LS-1 lights and fall under SCE's LS-1 cost tariff.

Action Taken: The City Council authorized the City Manager to execute an LS-1 Option E Agreement, in a form approved by the City Attorney, with Southern California Edison (SCE) to Replace High Pressure Sodium Vapor (HPSV) Street Lights with Light-Emitting Diode (LED) Street Lights Citywide on Consent Calendar.

4. PUBLIC HEARING

4A. A PUBLIC HEARING TO CONSIDER DA-20-01 A DEVELOPMENT AGREEMENT TO ESTABLISH A 107,850 SQUARE FOOT SELF-STORAGE FACILITY ON 0.93 ACRES LOCATED AT 2500 DAVIDSON DRIVE IN THE SHOPPING CENTER (S-C) ZONE AND IMPLEMENTATION OF THE BUSINESS RECOVER DEVELOPMENT ZONE OVERLAY

On July 1, 2020 the City Council adopted the Monterey Park Business Recovery Program and ultimately the creation of the Business Recovery Development Overlay Zone ("BRDZ") to aid and assist with promoting development in the City of Monterey Park. The proposed development of the 107,850 square foot self storage facility is the first project to take advantage of this expedited review and is therefore seeking approval of DA-20-01 a Development Agreement thereby implementing the BRDZ and facilitating the review of the site plan, architecture, landscaping and signage associated with the self storage facility. At the applicant's request, staff asks for a continuance of the DA-20-01 to afford the applicant additional time to review the Development Agreement.

Action Taken: The City Council opened the public hearing at 9:00 p.m. and continued the public hearing to February 17, 2021.

Motion: Moved by Council Member Liang and seconded by Council Member Chan motion carried by the following vote:

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

4B. A PUBLIC HEARING TO CONSIDER ADOPTING A NEW POLICY IMPLEMENTING VEHICLE MILES TRAVELED ("VMT") TO ANALYZE TRANSPORTATION IMPACTS (14 CALIFORNIA CODE OF REGULATIONS § 15064.3)

Until July 1, 2020, the City analyzed a project's impact upon transportation resources using a calculation identified as "level of service" or LOS. Since July 1st, however, California law requires most projects in Monterey Park to be analyzed

using a calculation identified as "Vehicle Miles Traveled" or VMT.[1] Among other things, the City Council is required to adopt a new VMT policy and thresholds of significance[2] to help the City identify when a project may significantly impact the environment under CEQA.

The proposed VMT policy was unanimously approved by the Planning Commission at the November 24, 2020 meeting and there were no public comments or correspondence received. The Planning Commission recommended that the resolution be modified to reflect the San Gabriel Valley Council of Governments' Average per staff's direction and to retain the city's existing LOS thresholds for the proposes of projecting traffic impacts, specifically potential impacts that may impact queuing or signal timing at intersections throughout the city. It should be noted that the LOS thresholds will not have an impact on the CEQA analysis.

CEQA (California Environmental Quality Act):
Adopting the Resolution is exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq*.) because it establishes rules and procedures for operation of existing facilities; minor temporary use of land; and minor alterations in land use. The resolution, therefore, is categorically exempt from further CEQA review under CEQA Guidelines §§ 15301; 15303; and 15304(e). Further, adopting the resolution is exempt from review under CEQA pursuant to CEQA Guidelines §15061(b)(3) because the resolution is for general policies and procedure-making.

Public Speakers:

- Jolene Hayes, Senior Associate of FEHR & PEERS, presented a PowerPoint Presentation regarding City of Monterey Park SB (Senate Bill) 743 Implementation and was available to answer questions.

Discussion: City Attorney Berger stated that the "Exhibit A" to the proposed draft resolution is actually the "Exhibit A" to the resolution from the Planning Commission. He clarified that the agenda packet inadvertently did not have the resolution and exhibit place together.

Action Taken: The City Council opened the public hearing at 9:02 p.m., (2) received documentary and testimonial evidence; (3) closed the public hearing at 9:14 p.m.; and (4) adopted Resolution No. 12222 approving the CEQA Guidelines and VMT Thresholds as amended to include "Exhibit A" from the Planning Commission resolution to the adopted resolution.

[1] Public Resources Code § 21099; CEQA Guidelines § 15064.3.
[2] Per CEQA Guidelines § 15064.7.

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

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

Resolution No. 12222, entitled:
A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT A POLICY IMPLEMENTING "VEHICLE MILES TRAVELED" FOR THE PURPOSES OF ANALYZING TRANSPORTATION IMPACTS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

4C. CONSIDERATION AND POSSIBLE ACTION TO ADOPT A RESOLUTION TO RECORD A NOTICE OF SPECIAL ASSESSMENT FOR NUISANCE ABATEMENT AT 134 E. FLORAL DRIVE (APN 5274-019-001)

Pursuant to Monterey Park Municipal Code ("MPMC") § 4.30.150, the City may recover abatement costs and administrative citation fines by recording a special assessment upon real property. A public nuisance at 134 E. Floral Drive was abated by the City. As a result, the City incurred a total of $5,441.66 (which includes legal fees). The property owner was provided with an opportunity to either remit payment to the City or contest the costs incurred; as of the preparation of this report, the owner has not done either.

Action Taken: The City Council (1) opened the public hearing at 9:31 p.m.; (2) received documentary and testimonial evidence; (3) closed the public hearing at 9:33 p.m.; and (4) adopted Resolution No. 12223 to record a Notice of Special Assessment for Nuisance Abatement.
Motion: Moved by Council Member Sornoso and seconded by Council Member Liang motion carried by the following vote:

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

Resolution No. 12223, entitled:
A RESOLUTION TO RECORD A NOTICE OF SPECIAL ASSESSMENT FOR NUISANCE ABATEMENT AT 134 E. FLORAL DRIVE (APN 5274-019-001)

5. NEW BUSINESS

5A. CONSIDERATION AND POSSIBLE ACTION TO INTRODUCE AND WAIVE FIRST READING OF AN ORDINANCE CODIFYING ORDINANCE NO. 2172 INTO A NEW CHAPTER 3.95 OF THE MONTEREY PARK MUNICIPAL CODE AUTHORIZING DIGITAL AND ELECTRONIC SIGNATURES FOR CITY DOCUMENTS

On March 11, 2020, the City declared a state of local emergency due to the COVID-19 Pandemic (the "Emergency"). That Emergency was ratified by Resolution No. 12142, adopted March 18, 2020 and extended on April 15, 2020 by Resolution No. 12151 (it has since been extended multiple times). In response to the requirements related to physical distancing issued by the Governor and the Los Angeles County Department of Public Health, the City ordered the closure of all public facilities; cancelled in-person public meetings; and is taking numerous additional steps to help ensure that the likelihood of being exposed to COVID-19 is significantly reduced.

Since the start of the Emergency, it became apparent that the City must improve its protocols to facilitate the timely processing of documents while also adhering to State and County requirements of physical distancing. On May 20, 2020, the City Council adopted an ordinance authorizing digital and electronic signatures for all city documents (*e.g.*, ordinances, resolutions and contracts) by providing specific standards for the City Clerk to utilize when processing such documents. As previously mentioned, the City Manager and City Clerk may recommend changes to these protocols, including codification within the Monterey Park Municipal Code. As digital and electronic signatures for city documents are continuing to be used regularly and is also helping with the City's efforts of "going-green," staff recommends City Council consider adopting an ordinance to codify Ordinance No. 2172 into a New Chapter 3.95 of the Monterey Park Municipal Code.

Action Taken: The City Council introduced and waived first reading of an Ordinance to codify Ordinance No. 2172 into a New Chapter 3.95 of the Monterey Park Municipal Code authorizing digital and electronic signatures for city documents.

Motion: Moved by Council Member Chan and seconded by Council Member Liang motion carried by the following vote:

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

Ordinance 1st Reading, entitled:
AN ORDINANCE CODIFYING ORDINANCE NO. 2172 INTO A NEW CHAPTER 3.95 OF THE MONTEREY PARK MUNICIPAL CODE AUTHORIZING DIGITAL AND ELECTRONIC SIGNATURES FOR OFFICIAL CITY DOCUMENTS

6. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Member Chan relayed that the Monterey Park Police Department was recognized at the COG (Council of Governors) meeting. He informed the public that FEMA (Federal Emergency Management Agency) will open up a vaccination center at California State University Los Angeles to administer vaccine shots in the middle of February. He directed staff to consider for a future agenda item a discussion on how to use the savings from the Pension Obligation Bond. He stated that February 12, 2021 is Lunar New Year and wished everyone a Happy Lunar New Year. He relayed that the China Town Service Center will be administering a mobile COVID-19 vaccination site at Golden Age Village Senior Housing complex.

Council Member Liang had nothing to report and encouraged the public to be safe in these difficult times.

Council Member Sornoso stated that he participated in the Community Engagement held by the Monterey Park Police Department on catalytic converters. He stated he attended the Recreation and Community Services Zoom meeting for Goals on how to live a Healthier Life. He mentioned that he is looking forward to attending the Library Zooms meeting “Ways to Cross America”. He thanked Recreation and Park for setting up “Show the Love Teddy Bear Gift Package” program.

Mayor Pro Tem Lo received a message of gratitude from the family of Rose Matsui Ochi and relayed that they are very grateful for the proclamation. He stated February 12, 2021 is Lunar New Year and is the year of the ox.

Mayor Yiu thanked the city staff for working on the pension obligation bond transaction and obtaining the lowest bond interest rate. She directed staff to prepare a future agenda item to discuss how to use the saving.

7. CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 9:50 p.m.

_____

Vincent D. Chang
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
FEBRUARY 17, 2021

The City Council of the City of Monterey Park held a Regular Teleconference Meeting via Zoom on Wednesday, February 17, 2021 at 6:30 p.m. The regular meeting was conducted pursuant to Section 3 of Executive Order No. N-29-20 issued on March 17, 2020. Accordingly, Council Members were provided a meeting login number and conference call number and were not physically present at Council Chambers.

The minutes include items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" next to the Agenda Item Number.

PUBLIC PARTICIPATION

In accordance with Executive Order No. N-29-20 and guidance from the California Department of Public Health on gatherings, remote public participation was allowed in the following ways:

Via Email
Public comment were accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov and, when feasible, read into the record during public comment. Written communications are limited to not more than 50 words.

Via Telephone
Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling (888) 788-0099 or (877) 853-5247 and entering Zoom Meeting ID: **958 2746 0275** then press pound (#). When prompted to enter participation ID number press pound (#) again. If participants would like to make a public comment they will enter "***9**" then the Clerk's office will be notified, and you will be in the rotation to make a public comment. Press "***6**" to unmute yourself when called upon to speak. Participants are encouraged to join the meeting 15 minutes before the start of the meeting. You may speak up to 5 minutes on Agenda item. Speakers will not be allowed to combine time. The Mayor and City Council may change the amount of time allowed for speakers. As part of the virtual meeting protocols, anonymous persons will not be allowed to provide public comment.

Important Disclaimer – When a participant calls in to join the meeting, their name and/or phone number will be visible to all participants. Note that all public meetings will be recorded.

CALL TO ORDER:
Mayor Yiu called the meeting to order at 6:30 p.m.

FLAG SALUTE:
Mayor Yiu led the Flag Salute.

ROLL CALL:
City Clerk Vincent Chang called the roll:
Council Members Present: Peter Chan, Hans Liang, Henry Lo, Fred Sornoso, Yvonne Yiu
Council Members Absent: None

ALSO PRESENT: City Manager Ron Bow, City Attorney Karl Berger, City Treasurer Joseph Leon, Assistant City Manager Inez Alvarez, Fire Chief Matt Hallock, Police Chief Kelly Gordon, Director of Management Services Martha Garcia, City Librarian Diana Garcia, Interim Director of Public Works Frank Lopez, Interim Director of Human Resources and Risk Management Danielle Tellez, Economic Development Manager Joseph Torres, Planning Manager Jason Moquin, Water Utility Manager Richard Gonzales, Community Communications Coordinator Randy Ishino, Deputy City Clerk Cindy Trang, Assistant Deputy City Clerk Helena Cho

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

PUBLIC COMMUNICATIONS

Public Speaker Disclaimer: Meetings are held virtually and the information listed for the speakers may or may not reflect the correct spelling of their respective name.

- City Clerk Chang received, filed, and read into the record thirty-two written communications. All individuals who submitted written communications voiced their support and thanked the city for taking action to update the Climate Action Plan. The thirty-two written communications were from: Audrey Jung, Angela Yang, Laura Gallegos, Joseph Garnica, Thomas Wong, Jeshow Yang, Kelsey Diep, Jean Park, Abel Bourbois, Alhambra FBLA, Melissa Chea, Annie Huang, Celia Xu, Sophie Chen, Brianna Vo, Skylar Huang, Alyssa Aquino, Kiyoko Divecchio, Anabel Ngo, Sakura Divecchio, Magie Xiang, Alec Ho, Peony Chi, Brandon Trinh, Siena Khollesi, Charlotte Shao, Lisa Tsan, Andrew Estrada, Haily Blanco, Milan Cambon Ledesma, Megan Chea, and Vivian Fuller.

1. PRESENTATION

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

1A. LEGISLATIVE UPDATES FROM SENATOR SUSAN RUBIO

Senator Rubio presented legislative updates and spoke on Senate Bill 751 which created the San Gabriel Valley Regional Housing Trust (SGVRHT). She reported that the SGVRHT is working on three projects to bring 125 housing units to the San Gabriel Valley. She conveyed that the Senate is working on five new bills to address the housing crisis issue. She reported that the COVID-19 Tenant Relief Act of 2021 has passed and will assist tenants and landlords with past due rent. She stated that the Senate has passed a bill to fund $35 million to support food banks and diaper banks in communities and will be providing funding for education and farm workers. She informed that businesses that qualify can apply for a two year waiver on any fees paid to the State. Grants will be available for small businesses and that they can write-off up to $150,000 for COVID-19 related expense.

2. OLD BUSINESS

None.

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

Matters listed under consent calendar are considered to be routine, ongoing business and are enacted by one motion unless specified.

Action Taken: The City Council and the City Council, acting on behalf of the Successor Agency, approved and adopted Agenda Item No. 3A, 3B, 3D, 3E, and 3G on Consent Calendar, excluding Agenda Items Nos. 3C, 3F, and 3H which were pulled for discussion and separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof.

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

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

3A. MINUTES

Approve the minutes from the regular meeting of January 20, 2021.

Action Taken: The City Council and the City Council (acting on behalf of the Successor Agency) approved the minutes from the regular meeting of January 20, 2021 on Consent Calendar.

3B. MONTHLY INVESTMENT REPORT

As of January 31, 2021 invested funds for the City of Monterey Park is $87,315,395.95.

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

3C. FY 2020-2021 MID-YEAR FINANCIAL REPORT

The City's Mid-Year Report compares the revenues and expenditures occurring during the first six months of the fiscal year against budgeted amounts to determine appropriate adjustments; provides links between the City budget, the financial records, and the independent financial audit and; compares revenues earned and expenses made during the first six months of the Fiscal Year (FY) 2020-2021 against the FY 2019-2020 figures.

Discussion: Management Services Director Garcia presented a PowerPoint on the Fiscal Year 2020-2021 Mid-Year Financial Report.

Action Taken: The City Council (1) received and filed the Fiscal Year 2020-2021 Mid-Year Financial Report; (2) authorized the increase of Committed Catastrophic-Event by $2 million from $2.34 million to $4.34 million as amended to add a clause that with the understanding the City Council can allocate the funds back to unrestricted funds; and (3) authorized an additional budget appropriation of $68,500 from Proposition A and Development Impact Fee- Park funds.

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

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

3D. FIRE DEPARTMENT TURNOUT GEAR PURCHASES – APPROVAL OF AGREEMENT

Monterey Park Fire Department has been committed to providing the community the highest level of standard care and emergency response. Turnout gear is an important component of firefighters' personal protective equipment ("PPE"). Staff seeks City Council approval to award a contract to Municipal Emergency Services, Inc. ("MES") for the purchase of fire department turnout gear.

Action Taken: The City Council authorized the City Manager to execute an agreement, in a form approved by the City Attorney, with Municipal Emergency Services, Inc. for an amount not to exceed $79,000.00 per fiscal year, for the purchase of fire department turnout gear on Consent Calendar.

3E. STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT GRANT YEAR 2019 – AWARD OF AGREEMENT

The County of Los Angeles is a Subgrantee of the State Homeland Security Program Grant Year 2019 ("SHSP 2019") that is provided by the U.S. Department of Homeland Security. Per the subrecipient agreement, the County of Los Angeles is authorized to enter into a subrecipient agreement with the City of Monterey Park, which includes a distribution of SHSP 2019 grant funds to the City of Monterey Park in the amount of $56,444.00. Staff recommends City Council to authorize the City to execute an agreement, in a form approved by the City Attorney, with the County of Los Angeles for an amount not to exceed $56,444.00 for the SHSP 2019 Grant.

Action Taken: The City Council authorized the City Manager to execute an agreement, in a form approved by the City Attorney, with the County of Los Angeles for an amount not to exceed $56,444.00, for the State Homeland Security Program Grant Year 2019 on Consent Calendar.

3F. ANNUAL WEED ABATEMENT DECLARATION LIST

The County of Los Angeles Department of Agriculture Commissioner/Weights and Measures (Weed Abatement Division) has submitted the annual Weed Abatement Declaration List to the City. (The Weed Abatement Declaration List ("Declaration List") is a list of parcels in Monterey Park which have been identified by inspection to contain, or have the potential to contain, weeds, brush or other flammable materials sufficient to be considered a fire hazard.) The accompanying Resolution to the staff report seeks City Council approval to declare the properties on the annual Weed Abatement Declaration List to be public nuisances which may be abated. The authority to remove properties from the Declaration List, upon request and after investigation, will be assigned to the City Manager or designee.

<u>CEQA (California Environmental Quality Act):</u>
Adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines § 15061(b)(3) because it can be seen with certainty that there is no possibility that the Resolution may have a significant effect on the environment.

Action Taken: The City Council approved the Weed Abatement Declaration List and adopted Resolution No. 12224 declaring that weeds, brush, rubbish, refuse, and dirt upon and in front of certain private property in the city are a public nuisance as amended to revise the date on page 2 Section 2 from “February 19, 2020” to “March 3, 2021.”

Motion: Moved by Council Member Sornoso and seconded by Council Member Liang motion carried by the following vote:

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

Resolution No. 12224, entitled:
A RESOLUTION ADOPTED PURSUANT TO GOVERNMENT CODE § 39561 DECLARING THAT WEEDS, BRUSH, RUBBISH, REFUSE AND DIRT UPON AND IN FRONT OF CERTAIN PUBLIC AND PRIVATE PROPERTY IN THE CITY ARE A PUBLIC NUISANCE, AND DECLARING ITS INTENTION TO PROVIDE FOR ABATEMENT

3G. WAIVE FURTHER READING AND ADOPT AN ORDINANCE CODIFYING ORDINANCE NO. 2172 INTO A NEW CHAPTER 3.95 OF THE MONTEREY PARK MUNICIPAL CODE AUTHORIZING DIGITAL AND ELECTRONIC SIGNATURES FOR CITY DOCUMENTS

The first reading and introduction of the Ordinance took place at the February 3, 2021 City Council meeting. The February 3, 2021 staff report is attached for reference. Second reading and adoption of this Ordinance amendment is recommended; it will take effect in 30 days.

Action Taken: The City Council waived second reading and adopted Ordinance No. 2201 codifying Ordinance No. 2172 into a new Chapter 3.95 of the Monterey Park Municipal Code authorizing digital and electronic signatures for city documents on Consent Calendar.

Ordinance No. 2201, entitled:
AN ORDINANCE CODIFYING ORDINANCE NO. 2172 INTO A NEW CHAPTER 3.95 OF THE MONTEREY PARK MUNICIPAL CODE AUTHORIZING DIGITAL AND ELECTRONIC SIGNATURES FOR OFFICIAL CITY DOCUMENTS

3H. CONSIDERATION OF A RESOLUTION OF THE CITY OF MONTEREY PARK IN SUPPORT OF THE RESOTRATION OF CONGRESSIONAL EARMARKS

Federal earmarks had been crucial in the remedial efforts to treat the contamination of groundwater in the Main San Gabriel Basin that is the source of drinking water for the City of Monterey Park. Since 2011, Congress temporarily banned earmarks in the federal budget.

The San Gabriel Basin Water Quality Authority (WQA) is reaching out to the communities it serves to join them in urging Congress to restore local earmarks. Its Board of Directors has adopted a resolution supporting the restoration of earmarks and is asking other jurisdictions to also adopt resolutions and send to their Congressional representatives.

Action Taken: The City Council adopted Resolution No. 12225 in support of the restoration of Congressional Earmarks.

Motion: Moved by Council Member Liang and seconded by Council Member Chan motion carried by the following vote:

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

Resolution No. 12225, entitled:
A RESOLUTION OF THE CITY OF MONTEREY PARK IN SUPPORT OF THE RESTORATION OF CONGRESSIONAL EARMARKS

4. <u>PUBLIC HEARING</u>

4A. A PUBLIC HEARING TO CONSIDER DA-20-01 A DEVELOPMENT AGREEMENT THEREBY ENACTING THE BUSINESS RECOVERY DEVELOPMENT ZONE (BRDZ) OVERLAY AND DEVELOPMENT OF A 107,850 SQUARE FOOT SELF-STORAGE FACILITY ON 0.93 ACRES LOCATED AT 2500 DAVIDSON DRIVE IN THE SHOPPING CENTER (S-C) ZONE

BR Caster Corp., (A-1 Self-Storage) seeks to enter into a Development Agreement (DA-20-01) with the City to activate the Business Recovery Development Agreement Zone (“BRDZ”) to allow self-storage as a permitted use in the S-C zone. This would allow construction of a 107,850 square foot self-storage facility on 0.93 acres located at 2500 Davidson Drive. The facility will consist of five stories, two of which are below grade and three above-grade. The self-storage facility is designed with all storage units accessible from interior corridors with the overall architecture and design incorporating both commercial store-front and industrial architectural elements with smooth masonry finishes, accented by

smooth metal panels, siding and coping with the primary building entrance designed with aluminum framed tinted glazing. Thirteen parking spaces situated around the perimeter of the parking courtyard are proposed (which meets zoning requirements) along with four recessed loading bays with direct access to the Project's interior corridors and freight style elevators. The Project's access is adorned with decorative paving and a masonry wall along Davidson Drive which serves to screen the interior courtyard and loading areas. The perimeter of the project site is densely landscaped with a variety trees, shrubs and groundcover.

CEQA (California Environmental Quality Act):
The Project is categorically exempt from additional environmental review pursuant to CEQA Guidelines § 15332 as a Class 32 categorical exemption (In-Fill Development Projects). The Project consists of constructing a self-storage facility on a vacant 0.93 acre triangular shaped lot surrounded by existing development. Other than activating the BRDZ via the draft Development Agreement, there are no proposed changes to the General Plan nor the zoning. The Project site has no value as habitat for endangered, rare or threatened species. The technical studies prepared for the Project demonstrate there will not be any significant environmental effects relating to traffic, noise, air quality, or water quality. Finally, the Project can be adequately served by all required utilities and public services.

Public Speakers:

- Brian Caster, Chief Executive Officer of A-1 Self Storage, thanked the City Council for considering the item and stated he is available for questions.

Discussion: Planning Manager Moquin presented a PowerPoint presentation for 2500 Davidson Drive, Development Agreement (DA-20-01).

Action Taken: The City Council (1) opened the continued public hearing at 7:27 p.m.; (2) received documentary and testimonial evidence; (3) closed the public hearing at 7:38 p.m.; and (4) introduced and waived first reading of an ordinance adopting DA-20-01. Second reading and adoption would occur on March 3, 2021. The DA would become effective April 3, 2021.

Motion: Moved by Council Member Chan and seconded by Council Member Liang motion carried by the following vote:

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

Ordinance 1st Reading, entitled:
AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONTEREY PARK AND BR CASTER CORP. TO FACILITATE DEVELOPMENT OF A STRUCTURE FOR SELF-STORAGE UNITS; TO ACTIVATE THE BUSINESS RECOVERY DEVELOPMENT AGREEMENT ZONE ("BRDZ") IN MONTEREY PARK MUNICIPAL CODE CHAPTER 21.45; AND TO AMEND THE ZONE MAP

4B. CONSIDERATION AND POSSIBLE ACTION TO INTRODUCE AND WAIVE FIRST READING OF AN OMNIBUS ORDINANCE AMENDING AND REPEALING VARIOUS SECTIONS OF THE MONTEREY PARK MUNICIPAL CODE AS SPECIFIED, TO CODIFY PORTIONS OF THE MONTEREY PARK BUSINESS RECOVERY PROGRAM AND REPEAL REGULATIONS GOVERNING FORTUNETELLING

The proposed amendments are to further enact and make permanent procedural changes that further implement and carry out the city's goals and policies established by the Monterey Park Business Recovery Program ("BRP"). As part of the BRP, various elements of the Monterey Park Municipal Code ("MPMC"), specifically Title 21 as it relates to variances, conditional use permits, minor modifications, and administrative use permits warranted further refinement to establish consistency amongst the aforementioned sections including, without limitation, processing procedures, public hearing requirements, standards and expirations.

Additionally, the ordinance would repeal regulations governing fortunetelling within the MPMC. A series of court cases over the past decade made it plain that the practice of fortunetelling constitutes a First Amendment activity as both an exercise of religion and free speech. Most recently, an individual seeking to open a fortunetelling business in Monterey Park threatened litigation in December 2020. The matter was resolved, in part, by the City agreeing to propose amendments to the MPMC to reflect current federal and California law governing fortunetelling activities. These changes were vetted, among other City departments, with the Monterey Park Police Department. There were no objections to the changes.

CEQA (California Environmental Quality Act):
Adopting the Ordinance is exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq*.) because it establishes rules and procedures for operation of existing facilities; minor temporary use of land; and minor alterations in land use. The ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines §§ 15301; 15303; and 15304(e). Further, adopting the ordinance is exempt from review under CEQA pursuant to CEQA Guidelines §15061(b)(3) because the ordinance is for general policies and procedure-making.

Action Taken: The City Council (1) opened the public hearing continued from February 3, 2021 at 7:52 p.m.; (2) received documentary and testimonial evidence, noting that there are no public speakers; (3) closed the public hearing at 7:54 p.m.; (4) introduced and waived first reading of an Ordinance amending and repealing various sections of the Monterey park municipal code as amended to add "or gasoline" after "flying remote controlled" in Section 6.

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

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

Ordinance 1st Reading, entitled:
AN OMNIBUS ORDINANCE AMENDING AND REPEALING VARIOUS SECTIONS OF THE MONTEREY PARK MUNICIPAL CODE AS SPECIFIED

5. NEW BUSINESS

5A. CONSIDERATION AND POSSIBLE ACTION TO INTORDUCE AND WAIVE FIRST READING OF AN ORDINANCE REPEALING CHAPTER 9.53 AND ADDING NEW CHAPTER 4.50 REGULATING NOISE IN THE CITY OF MONTEREY PARK

The proposed amendments are to further enact and make permanent temporary noise regulations set forth with the adoption of the Business Recovery Plan. Specifically, the amendment will repeal Chapter 9.53 of the Monterey Park Municipal Code and add new Chapter 4.50 regulating noise. The amendments include further defining the definition, administration, exemptions, temporary noise permits, noise limitations and sound levels.

CEQA (California Environmental Quality Act):
Adopting the Ordinance is exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, et seq.) because it establishes rules and procedures for operation of existing facilities; minor temporary use of land; and minor alterations in land use. The ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines §§ 15301; 15303; and 15304(e). Further, adopting the ordinance is exempt from review under CEQA pursuant to CEQA Guidelines §15061(b)(3) because the ordinance is for general policies and procedure-making.

Action Taken: The City Council introduced and waived first reading of an ordinance amending the City's noise regulations.

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

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

Ordinance 1st Reading, entitled:
AN ORDINANCE REPEALING CHAPTER 9.53 OF THE MONTEREY PARK MUNICIPAL CODE AND ADDING A NEW CHAPTER 4.50 REGULATING NOISE

5B. CONSIDERATION AND POSSIBLE ACTION TO INTRODUCE AND WAIVE FIRST READING OF AN ORDINANCE REPEALING MONTEREY PARK MUNICIPAL CODE ("MPMC") CHAPTER 1.16 AND AMENDING CHAPTER 3.12 IN ITS ENTIRETY REGARDING FILING CLAIMS IN COMPLIANCE WITH THE CALIFORNIA GOVERNMENT CLAIMS ACT (GOVERNMENT CODE §§ 810-966.6) AND FILING WRITS PURSUANT TO CODE OF CIVIL PROCEDURE § 1094.6

A review of the MPMC shows that its regulations regarding claims and claim procedures should be amended to comply with existing law. The MPMC sections governing such procedures were adopted in 1919, 1948, 1949, 1955, 1958 and 1963. No further updates have been done since 1963. This Ordinance is intended to bring the MPMC into compliance with current California Law.

Action Taken: The City Council introduced and waived first reading of an Ordinance repealing Monterey Park Municipal Code Chapter 1.16 and amending Chapter 3.12 in its entirety regarding filing claims in compliance with the California Government Claims Act (Government Code §§ 810-966.6) and filing writs pursuant to Code of Civil Procedure § 1094.6.

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

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

Ordinance 1st Reading, entitled:
AN ORDINANCE REPEALING MONTEREY PARK MUNICIPAL CODE CHAPTER 1.16 AND AMENDING CHAPTER 3.12 IN ITS ENTIRETY REGARDING FILING CLAIMS IN COMPLIANCE WITH THE CALIFORNIA GOVERNMENT CLAIMS ACT (GOVERNMENT CODE §§ 810-966.6) AND FILING WRITS PURSUANT TO CODE OF CIVIL PROCEDURE § 1094.6

5C. CONSIDERATION AND POSSIBLE ACTION TO ADOPT A RESOLUTION ESTABLISHING RULES FOR CONDUCTING CITY COUNCIL MEETINGS IN ACCORDANCE WITH GOVERNMENT CODE § 36813

If adopted, the draft resolution would establish general requirements for public meetings held by the City Council and its subordinate boards and commissions. While there are existing City Council policies and procedures, these have not been comprehensively revised since 2013. Among other things, the draft resolution clarifies that the Mayor is the presiding officer; that all public comments should be directed to the City Council; and establishes some of the more common parliamentary procedures for conducting local government meetings. This includes replacing the traditional "Robert's Rules of Order" with the "Rosenberg's Rules of Order" (published by the League of California Cities) that is more applicable to city councils (instead of multi-member governing bodies, e.g., the California Legislature). Some cities have already adopted such rules; most recently, the City of Santa Clarita in 2019. The draft resolution would apply to all boards and commissions unless those bodies adopted separate rules. In that regard, the Planning Commission adopted substantially similar policies and procedures in 2020.

Action Taken: The City Council adopted Resolution No. 12226 amending the City Council's existing policies and procedures to amend the City Council meeting policies and procedures to, among other things, replace "Robert's Rules of Order" with "Rosenberg's Rules of Order" for parliamentary procedure.

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

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

Resolution No. 12226, entitled:
A RESOLUTION ESTABLISHING PROCEDURAL RULES FOR CONDUCTING CITY COUNCIL MEETINGS

6. <u>COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS</u>

Council Member Chan wished everyone a Happy Lunar New Year. He reported that he attended the Metro Service Council and relayed that they have started the metro traffic reduction study.

Council Member Liang wished everyone a Happy Lunar New Year and stated that the City's Lunar New Year event will not occur this year.

Council Member Sornoso thanked Senator Rubio for her presentation and showed his appreciation to City staff for working on getting a vaccination site at Mark Keppel High School.

Mayor Pro Tem Lo thanked City staff for working on getting a vaccination site at Mark Keppel High School. He thanked the Bruggemeyer Library for inviting him to record a story for Read Across America Read-A-Thon.

Mayor Yiu reported that there were two COVID-19 vaccination test runs at Mark Keppel High School and that the City is waiting for additional vaccine allocations from Los Angeles County. She stated that the City is working on providing a convenient COVID-19 vaccination site for the residents.

7. CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 8:48 p.m.

_____

Vincent D. Chang
City Clerk

City Council Staff Report

DATE: March 17, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3C

TO: The Honorable Mayor and City Council

FROM: Cindy H. Trang, Deputy City Clerk

SUBJECT: Waive further reading and adopt an Omnibus Ordinance amending and repealing various sections of the Monterey Park Municipal Code as specified, to codify portions of the Monterey Park Business Recovery Program and repeal regulations governing fortunetelling

RECOMMENDATION:
It is recommended that the City Council consider:

1. Waiving the second reading and adopting the proposed ordinance; and/or
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:
The City Council waived second reading and adopted ordinance at the March 3, 2021 meeting. Through inadvertence, however, Exhibits A and B to the ordinance were not included with the staff report. In an abundance of caution, therefore, the City Clerk's office asks that the City Council again adopt the ordinance with all exhibits.

Other than the inclusion of the attached exhibits there are no other changes from the first reading that occurred on February 1, 2021.

The original staff report (from February 17, 2021) is attached for reference. Second reading and adoption of this Ordinance is recommended. If adopted, the Ordinance will take effect in 30 days.

Respectfully prepared and submitted by:

Cindy H. Trang,
Deputy City Clerk

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

Attachments:

1. Draft Ordinance, Exhibits A and B
2. February 17, 2021 Staff Report

ATTACHMENT 1
Draft Ordinance, Exhibits A and B

ORDINANCE NO. ____

AN OMNIBUS ORDINANCE AMENDING AND REPEALING VARIOUS SECTIONS OF THE MONTEREY PARK MUNICIPAL CODE AS SPECIFIED.

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

SECTION 1. Monterey Park Municipal Code ("MPMC") Title 21 is amended as set forth in attached Exhibit "A," which is incorporated by reference. Unless amended as set forth in Exhibit A, all other regulations in Title 21 remain the same.

SECTION 2. MPMC Chapter 5.80 captioned "Fortunetelling" is repealed. MPMC §§ 5.12.230, 21.04.401, 21.10.030, 21.10.040, 21.12.020, and 21.22.120 are amended to remove regulations affecting "fortunetelling," as set forth in attached Exhibit "B," which is incorporated by reference.

SECTION 3. MPMC § 6.16.010 is amended to read as follows:

"6.16.010 Keeping within city. It is unlawful for ~~No~~ any person ~~shall keep a~~to operate or maintain a slaughterhouse or enclosure for the slaughtering of hogs, cattle or sheep within the city."

SECTION 4. MPMC § 9.78.010 is repealed:

~~9.78.010 Prohibited. No person shall wilffully and maliciously throw stones, or other substances at, against, or upon any person or any house or other building within the city.~~

SECTION 5. MPMC § 10.44.010 is repealed:

~~10.44.010 Animal-drawn vehicles. No person shall drive any animal-drawn vehicle into or within a business district between the hours of four-thirty p.m. and six p.m. of any day.~~

SECTION 6. MPMC § 12.04.150 is amended to read as follows:

"12.04.150 ~~Games~~Park Activities. It is unlawful ~~prohibited to play or engage in any game, except at such places as shall be especially set apart for that purpose. No person shall~~to use any park area for the purpose of golfing; ~~in any manner, for the~~ flying ~~of gasoline powered model airplanes~~remote controlled vehicles or gasoline powered remote controlled vehicle; ~~, for~~ archery; or for driving ~~gasoline powered~~ vehicles ~~without the express permission of the recreation and parks commission or~~ unless ~~the~~ such activity is ~~under the aegis of the recreation department~~pursuant to a permit issued by the city manager, or designee."

SECTION 7. MPMC § 12.04.170 is repealed:

~~12.04.170 Loud, boisterous conduct. It is prohibited to indulge in any loud, boisterous or riotous conduct or to use profane, vulgar, obscene or indecent language.~~

SECTION 8. MPMC § 12.04.180 is repealed:

~~12.04.180 Public toilets. No male person over eight years of age shall enter or use any toilet or water closet designated for "WOMEN" and no female person over eight years of age shall enter or use any toilet or water closet designated for "MEN" in any public park or recreation center.~~

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

SECTION 10. *Conflicts*. In the event of a conflict between the provisions of this Ordinance and the provisions the MPMC, any other ordinance, or any resolution, the provisions of this Ordinance and the Program govern. The Director is authorized to resolve any ambiguities in the manner set forth in the MPMC. Any such determination must be forwarded to the City Council as an informational item when practicable.

SECTION 11. *Electronic Signatures*. This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 12. *Construction*. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 13. *Severability*. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 14. *Recordation*. The City Clerk, or his duly appointed deputy, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, and cause it to be published or posted in accordance with California law.

SECTION 15. *Effective Date.* This Ordinance will take effect on the 30th day following its final passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2021.

_____
Yvonne Yiu, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM

_____
Karl H. Berger, City Attorney

Exhibit A

Omnibus Ordinance Updating MPMC

Chapter 21.32 PERMIT PROCEDURES—GENERALLY

21.32.010 Variances.

A. ~~When difficulties, hardships or results inconsistent with the general intent and purpose of this title occur by reason of the strict and literal interpretation of any of its provisions, a variance may be granted in the manner hereinafter set forth in~~A variance may be granted pursuant to this chapter. A variance will not be granted to permit a use not permitted in the zone by this title.

~~B. Standards for Issuance. Before any variance shall be granted, the applicant must show, to the satisfaction of the Planning Commission or the City Council, all of the following facts:~~

B. To grant a variance the Planning Agency must find, based upon substantial evidence:

~~1.~~ That there are special circumstances applicable to ~~the~~real property~~, including~~ involving size, shape, topography, location or surroundings, that do not generally apply to other properties in the same zone~~; and~~

~~2.~~1. ~~That because of such circumstances or conditions, such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the vicinity and in the same zone, but which is denied to the property in question;~~

~~3. That the granting of the variance is consistent with the General Plan and purpose of this title;~~

~~4. That the granting of the variance will not result in material damage or prejudice to other~~ property in the vicinity, ~~nor be detrimental to public safety or welfare; and~~

~~5.~~1. ~~That the variance does not grant special privilege to the applicant.~~

~~C.~~1. ~~Applicability of special circumstances shall be determined by physical characteristics related to the property.~~ Economic hardship, existing building configuration and intensification of land uses are not considered hardships~~.~~.;

2. That because of such circumstances or conditions, a variance is necessary for the preservation and enjoyment of a substantial property right possessed by other real property in the vicinity and in the same zone, but which is denied to the property in question because of the special circumstances;

3. That the granting of the variance is consistent with the General Plan and applicable law; and

4. That the granting of the variance will not result in material damage or prejudice to other real property in the vicinity nor be detrimental to public safety or welfare.

C. Applicability of special circumstances is determined by physical characteristics related to the property.

* * *

21.32.020 Conditional Use Permits.

A. ~~The purposes of any~~A conditional use permit is intended to ensure that ~~the~~a proposed use ~~will be rendered~~ is compatible with ~~other existing and permitted~~surrounding legal uses ~~located in the general area of the proposed use pursuant to the satisfaction of specific conditions of approval~~.

B. ~~Standards for Issuance. Before any~~To grant a conditional use permit ~~is granted,~~ the ~~applicant~~Planning Agency must ~~show, to the satisfaction of the granting agency, the existence of the following facts~~find, based upon substantial evidence:

1. That the site is adequate in size, shape and topography for the proposed use including, without limitation, any required yards, walls, fences, parking and loading facilities, landscaping, setbacks, and other development standards ~~prescribed~~required in this code;

2. That the site has sufficient access to streets and highways, adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use;

3. That the proposed use is consistent with the General Plan ~~and~~, any applicable specific plan~~;~~, and applicable law;

4. That the proposed use will not create unusual noise, traffic, or other conditions that may be objectionable, detrimental, or incompatible with surrounding properties or other permitted uses in the City; ~~and~~

5. That the proposed use will not have an adverse effect on the public health, safety and general welfare; and

6. That the use applied for at the location set forth in the application is properly one authorized by conditional use permit pursuant to ~~the Zoning Code~~this code.

* * *

21.32.030 Minor Modification.

A. The purpose of a minor modification is to streamline and expedite the permitting process involving minor deviations to ~~Zoning Code~~land use requirements. The City Planner ~~shall have the authority to~~may grant minor modifications to certain development standards and land use regulations of this ~~Zoning Code~~code when such requests constitute a reasonable use of the property not otherwise permissible ~~under a strict interpretation of the Zoning Code~~when strictly interpreting this code.

B. ~~Standards for Issuance. When the strict interpretation of the Zoning Code precludes a reasonable use and enjoyment of the property not otherwise permissible under the existing regulations~~For good cause shown, the City Planner may grant approval of deviations listed in Table 21.32(A).

Table 21.32(A)
Minor Modification Allowance

Development standard	Maximum deviation
Decrease in required front yard depth	Not more than 10%
Decrease in required rear yard depth	Not more than 10%
Decrease in required side yard width	Not more than 10%
Increase in maximum fence/wall height	Not more than 10%
Decrease in driveway width	Not more than 10%

~~1.~~C. ~~A~~The City Planner may grant minor modification ~~may be granted by the City Planner~~ only if no other entitlements are required and the City Planner makes the findings ~~specified~~ in ~~paragraph (2) of~~ this ~~subsection are met. Deviations~~section. Proposed deviations beyond the ~~ten (~~10~~) percent~~% limitation ~~shall~~ require a variance. ~~Any minor modification~~The City Planner may ~~be subject to~~impose conditions ~~which~~of approval to ensure that the deviation authorized does not constitute a granting of special privileges inconsistent with the limitations upon other properties in the vicinity within the zoning district in which the property is located.

~~2.~~D. ~~A~~To grant a minor modification ~~to~~requires that the ~~development standards in this Zoning Code shall not be granted unless the following findings are met~~City Planner find:

1. ~~(a)~~ The maintenance or operation of the use, building or

structure ~~shall~~is not ~~be~~ detrimental to the health, safety and general welfare of persons residing or working within the immediate vicinity or to property and improvements in the neighborhood and vicinity.

2. ~~(b)~~ The maintenance or operation of the use, building or structure ~~shall be~~is consistent with the General Plan and compatible in architecture and design with existing and anticipated development in the vicinity, including the aspects of site planning, land coverage, landscaping, appearance, scale of structures and open space and any other applicable features relative to a compatible and attractive development of the area.

3. ~~(c) Granting the~~The minor modification would not grant special privileges not enjoyed by surrounding property owners.

4. ~~(d) That there~~There are physical circumstances due to the shape or condition of the property which would result in a hardship under existing regulations.

21.32.040 Procedures—Application Filing and Withdrawal.

A. Applications for a variance, conditional use permit or minor modification ~~shall~~must be filed with the ~~Community Development Department~~City Planner on forms furnished by the City~~, setting forth fully the nature of the proposed use, and the facts deemed sufficient to justify the granting of the variance, conditional use permit or minor modification, in accordance with the provisions of this title~~.

B. Every application ~~shall~~must be signed by the owner of the subject property or by ~~his or her~~an authorized agent who files a letter of authorization with the application. ~~However, the City Planner shall not accept any such application for the same use, or substantially the same use, in any case where the City Council or the Planning Commission has taken final action on a previous application within one year prior thereto, and that action was to deny the application.~~

C. Any applicant may withdraw ~~his or her~~an application ~~prior to a decision thereon,~~ by filing a written request ~~to do so~~ or by ~~requesting~~verbal request same at a public hearing~~;~~ (followed by written confirmation); no refund of the filing fee ~~shall be permitted in case of withdrawal and the application shall be deemed null and void~~is allowed.

* * *

21.32.060 Hearings.

~~Every application~~Applications for a variance or conditional use permit ~~deemed~~found complete by the City Planner ~~shall~~will be ~~set~~noticed for a public hearing before the Planning ~~Commission. If an appeal is taken from a Planning Commission decision, in the manner hereinafter specified, the matter shall be set for public hearing~~Agency. Appeals are governed by ~~the City Clerk, for consideration by the City Council, as soon as possible. Hearings may be continued from time to time, by the Planning Commission or City Council, as may be deemed necessary.~~ Chapter 1.10.

21.32.070 Public Notices.

A. ~~Notices of the time and place of public hearings before the Planning Commission and City Council, on variance and conditional use permit applications shall be given~~Public hearing notices will be given at least 10 days before the hearing by United States mail, postage prepaid, addressed to the applicant, the owners of the subject property, and all owners of property located within a radius of ~~three hundred (~~300~~)~~ feet from the ~~external boundaries~~parcel lines of the subject property ~~to which the application relates, addressed to the owners~~. Addressees will be as shown on the latest equalized assessment roll of the County of Los Angeles, or from other records of assessor or county tax collector which contain more recent and accurate addresses~~, ten (10) days prior to the hearing date~~.

B. Notices ~~shall~~must contain a description of the subject property, a brief description of the proposed use, or variance request, and the date, time and place of hearing.

21.32.080 City Planner Action.

The City Planner is responsible for approving or denying ~~the~~ minor ~~modification.~~modifications. Notice of the City Planner's decision ~~shall~~must be given within five days ~~of the~~before a decision to the City Council, Planning Commission, the applicant, and all owners located within a radius of ~~one hundred (~~100~~)~~ feet from the ~~external boundaries~~parcel lines of the subject property.

21.32.100 Planning ~~Commission~~Agency Action.

A. The Planning ~~Commission~~Agency may approve, approve with conditions, or disapprove ~~the application~~ applications in accordance with ~~applicable criteria and requirements specified~~this chapter. Unless extended by ~~law for~~mutual agreement with the ~~particular entitlement, and shall render its~~applicant, a decision ~~within forty (~~must be rendered 40~~)~~ days after ~~the~~ conclusion of the public hearing. ~~Should the vote of~~ If the Planning Commission ~~result~~acts as the Planning Agency and a vote regarding the application results in a tie, then the ~~application shall be scheduled~~City Clerk will schedule a public hearing for the ~~first~~next available regular meeting of the City Council.

~~A.~~ The ~~Planning Agency's decision must be memorialized by written resolution and supported by substantial evidence. A decision must be made by not less than three votes. The City Clerk will provide the applicant with a copy of the the decision within 10 days~~ after ~~proper notice of the hearing has been provided pursuant to Section 21.32.070. A hearing may be continued without additional mailed notice; provided, that the time and place to which the hearing will be continued are announced before adjournment. If this code otherwise requires notice of a hearing to be posted at the site of the property that~~it is ~~the subject of the application, notice of the continuance shall be posted on site in a manner that complies with the requirements of this section until the new date of hearing.~~

B. ~~The decision shall be by resolution adopted by the affirmative votes of not less than a majority of a quorum, setting forth the facts on which the decision is based. Within ten (10) days following adoption of the resolution by the Planning Commission, the City Planner shall cause to be forwarded a copy thereof, by United States mail, postage prepaid, addressed to the applicant and any other person requesting the same, at his or her last known address, and reported to City Council according to procedures established by the City Planner.~~adopted.

21.32.120 Effect of Indecision by Planning Commission.

Where, for any reason, the Planning Commission acts as the Planning Agency and is unable to reach a determination as to a variance or conditional use permit application~~,~~ within ~~forty (~~40~~)~~ days after ~~the close of~~closing the public hearing ~~relating thereto~~, the matter ~~shall be~~is deemed automatically appealed to the City Council~~, without decision by the Planning Commission. In such event, the matter shall be placed upon the City Council's agenda and a de novo public hearing held thereon, and the matter shall be finally determined by the City Council.~~

~~21.32.140 City Council Action.~~

~~C. Upon the filing of an appeal, the secretary of the Planning Commission shall forward to the City Clerk the Planning Commission's files with regard to the application subject to appeal. Upon receipt of the same, the City Clerk shall promptly set the matter for a public hearing before the City Council. The City Council shall conduct a de novo public hearing on the matter. It may approve, approve with conditions, or disapprove the application~~ in accordance with ~~applicable criteria and requirements specified by law for the particular application, and shall render its decision within forty (40) days after the conclusion of the hearing.~~Chapter 1.10.

21.32.140 Application Denial – Reapplication.

~~D.~~ Whenever ~~In its discretion, the City Council may refer, prior to its decision,~~

such matter to the Planning Commission for a further report within a period of time specified by the City Council, with or without further public hearings before the Planning Commission. If the Planning Commission fails to report within the time specified by the City Council, the Council thereafter may make its determination.

A. an application or portion of an application is denied or revoked and the denial or revocation becomes final, no new application for the same or similar request may be accepted within one year of the date from the denial, unless the City Planner finds that the conditions surrounding the application have sufficiently changed to warrant a new application.

B. For the purpose of this section, "changed conditions" means a substantial change in land use on properties in the vicinity, improved infrastructure in the vicinity, altered traffic patterns, or any such similar change resulting in a changed physical environment.

E. The determination of the City Council shall be by resolution, setting forth the facts on which the decision is based. The decision of the City Council shall be final and conclusive in all cases. Within five days following the adoption of the resolution of the City Council, the City Clerk shall mail a copy thereof to the applicant, appellant, and any other person requesting the same.

21.32.150 Revocation or Suspension.

A. Revocation or Suspension. Upon recommendation by the City Planner, Planning Commission, or the City Council, by motion, carried by at least three affirmative votes, the body which granted a variance or conditional use permit may conduct a noticed public hearing to determine whether such should be revoked. This revocation procedure applies to conditional use permits or variances granted before and after the adoption of these regulations.it should be revoked. If the granting body finds, upon substantial evidence, any of the following facts to be present, it may revoke the variance or conditional use permit:

1. That the variance or permit was obtained by fraud;

2. That the use for which such approval was granted has ceased to exist or has not operated for a period of one year, as determined by records from either City business license records, the California Department of Alcoholic Beverage Control or City Planner, or designee, observationsubstantial evidence;

3. That the permit or variance granted is being, or has been, exercised contrary to any conditions imposed upon such permit or variance, or in violation of any law;

4. That an owner's association required by a conditional use permit was never formed, was dissolved, regularly fails to enforce covenants, conditions or restrictions ("CC&Rs") recorded on the property, or fails to enforce conditions of approval imposed upon the development; or

5. That the use for which the approval was granted is being exercised so as to be detrimental to the public health or safety, or as to constitute a nuisance.

B. ~~If the~~The granting body ~~determines that facts of either subsection (A)(3) or (5) are present, and that such facts can be corrected and are~~may, but is not ~~likely~~required to ~~recur, it may~~, suspend~~, rather than revoke,~~ a conditional use permit or variance ~~for a period of time that it deems appropriate for the implementation of corrective measures.~~if it finds that timely compliance will occur without additional violations.

C. If the granting body determines that facts of subsection (A)(4) are present, it may, revoke or suspend the conditional use permit. It may also refer the matter to the City Attorney for enforcement pursuant to Chapter 4.10 of this code.

D. If the revocation hearing is conducted by the Planning Commission, its decision ~~is subject to review on appeal as provided by this code.~~may be appealed in accordance with Chapter 1.10.

21.32.160 Expiration.

A. ~~Any variance or conditional use permit shall be null and void if the use permitted thereunder is not exercised within the time specified in the resolution approving such variance or conditional use permit, or, if no time is so specified, if the same is not exercised within one year from the date the variance or conditional use permit is granted; provided that if litigation is filed prior to the exercise of such rights, attacking the validity of such variance or conditional use permit, the time for exercising such rights shall be automatically extended pending a final determination of such litigation.~~Except as otherwise provided, failure to utilize a variance or conditional use permit within one year after it is issued renders it void. Such invalidity must be confirmed in accordance with section 21.32.150. If litigation is filed to challenge a before a variance or conditional permit, then this one year time period is tolled. The granting body, upon good cause shown by the applicant, may extend the time limitations imposed by this section, once, for a period of not to exceed one year without a public hearing.

~~B. Any variance or conditional use permit shall automatically be deemed abandoned and null and void for any use that was granted a variance or conditional use permit that has ceased to exist or operate for more than one year as determined by a lapse of business license per City business license records. Notice of the determination that the variance or conditional use permit has expired shall be sent by United States mail to the property owner and person identified on the business license, if applicable. The property owner or business license holder may file a written appeal with the secretary of the Planning Commission within nineteen (19) days of the date of written notice of determination. The matter shall be set for public hearing before the Planning Commission. After hearing the staff report and all evidence the Planning Commission may uphold the City Planner's determination that the variance or conditional use permit has expired, or grant the appellant a certain amount of time to reinstate the use with or without additional reasonable conditions.~~

~~Any condition~~21.32.165 Modifications.

A. Conditions imposed upon the granting of a variance or conditional use permit, including such granted ~~prior to~~before the adoption of these regulations, may be modified or eliminated~~, or~~. Additionally, new conditions may be added~~, providing that the Planning Commission shall first conduct a public hearing thereon, in the same manner as is required for the granting of the same. A modification~~. Modifications may be initiated by the City Planner, Planning ~~Commission~~Agency, or property owner. If the modification is initiated by the applicant, the applicant ~~shall~~must pay ~~the same~~a filing fee ~~as required by the original application. The applicable expiration period shall be extended for a period equal to that required for processing the modification.~~established by city council resolution.

B. ~~No such modification shall be made unless~~To modify a variance or conditional use permit, the Planning ~~Commission finds~~Agency must find that:

1. The proposed modification is consistent with ~~State and local~~applicable law;

2. The proposed modification is consistent with the General Plan ~~and Zoning Code~~;

3. The ~~proposed~~ modification is consistent with the findings and intent of the original approval; and

4. The proposed modification will promote the public convenience, health, interest, safety, or welfare of the City, and will not adversely affect the orderly development of property or the preservation of

property values.

~~C. The decision of the Planning Commission shall be subject to review on appeal, taken in the time and manner set forth in Chapter 1.10.~~

* * *

21.32.180 Review of Conditions.

Conditions of approval attached to conditional use permits and variances may be reviewed annually by the City ~~staff~~Planner for compliance, and reported to the ~~final decision making~~granting body on the applicable conditional use permit or variance. Failure to conduct this review ~~shall~~does not void or otherwise affect the enforcement of any condition of approval. City Council may establish a fee for ~~said~~such review as set by resolution.

21.32.190 Acceptance.

~~The acceptance of any of the benefits of such grant shall constitute acceptance of the burdens and the conditions attached thereto. The applicant property owner shall sign a notarized affidavit of acceptance of all conditions of approval and provide it to the Community Development Department within thirty (30) days after the effective date of the approval or prior to the issuance of a building permit or certificate of occupancy, whichever may occur first.~~

To become effective, a variance or conditional use permit must be accepted and signed by the applicant within 30 days after the Planning Agency grants the entitlement. The signature must be verified as required by the City Planner. Failure to sign the variance or conditional use permit renders it ineffective and void by operation of law; no additional action is required by the City.

21.32.200 ~~Interpretation.~~

~~The attaching of conditions shall be construed as a material part of the grant, without which the application would otherwise be denied. The invalidation of any condition shall constitute invalidation of the entire grant.~~

~~ADMINISTRATIVE USE PERMIT~~ Administrative Use Permit (“AUP”).

A. Authorization. The City Planner is authorized to issue an AUP for ~~(1) alcohol~~

1. Alcohol licenses which will function as a notice of public convenience and necessity; ~~(2) drive~~

2. Drive-throughs; and ~~(3) setbacks~~

~~D.~~3. Setbacks.

~~E.~~B. Application and Review. To initiate the review process, an application for an AUP must be filed with the City Planner on forms provided by the City Planner. Within five working days of filing a petition, the City Planner must notify the applicant as to the completeness of the application. The City Planner may request any additional information deemed necessary to evaluate the application. Failure of the City Planner to respond within five working days renders the application complete.

~~F.~~C. Decision. Within 10 working days from the date an application is deemed complete, the City Planner must issue a written determination as to the approval or denial of the application. The written determination will state the findings for decisions. In approving an application, the City Planner may attach conditions to the approval deemed necessary.

~~G.~~D. Findings. Before an AUP is granted, the City Planner must find that:

1. There is compatibility of the particular use on the particular site in relationship to other existing and potential uses within the general area in which the use is proposed to be located.

2. The proposed use is consistent and compatible with the purpose of the zone in which the site is located.

3. The proposed location and use and the conditions under which the use would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

4. Potential impacts that could be generated by the proposed use, such as noise, smoke, dust, fumes, vibration, odors, traffic and hazards have been recognized and mitigated.

5. For alcohol related AUPs, the State Department of Alcohol Beverage Control ~~has~~ issued or will issue a license to sell alcohol to the applicant.

~~H.~~E. Drive-Throughs. For drive-through AUPs, the City Engineer may:

1. Authorize aisles to exit directly onto a public right-of-way.

2. Approve drive-through plans submitted by applicants where the underlying zoning allows for such uses. Those plans must be prepared by a design professional (e.g., a traffic engineer or architect). A drive-through plan may provide for setbacks that differ

from the underlying zone if needed to accommodate vehicle queuing to help avoid stacking of vehicles onto public roads.

~~I.~~F. Expeditious Review. An expedited AUP provides for the processing of a completed AUP within a period not to exceed five total working days. The City Planner is authorized to select and utilize the services of a consultant, paid for by the applicant, for purposes of processing the expedited review and written determination.

~~J.~~G. Planning ~~Commission~~Agency Review. Except for alcohol AUPs, written determinations on administrative use permits, made by the City Planner must be placed as receive and file items on the next available agenda of the Planning ~~Commission~~Agency. Before the written determination being placed on a Planning ~~Commission~~Agency agenda, the City Planner must give public notice with the ~~city council~~Planning Agency agenda, by mailing to interested parties requesting such notice, and electronic posting on the City's website, of the intention of the Planning ~~Commission~~Agency to receive and file the determination of the City Planner. Any member of the Planning ~~Commission~~Agency may request that an item be discussed and a decision on the application be made by the Planning ~~Commission~~Agency instead of received and filed. Except for alcohol AUPs which become final 10 days after being issued by the City Planner, no decision of the City Planner is final until the decision is received and filed or acted upon by the Planning ~~Commission~~Agency.

Exhibit B

Omnibus Ordinance Updating MPMC

“5.12.230 Special classification rates.

The license fee for the special classification ~~shall be~~is as set forth in this section:

* * *

~~(28)~~	~~Fortunetelling, as regulated and defined in Chapter 5.80~~	~~$150.00~~

* * *”

“~~21.04.401 Fortunetelling.~~

~~“Fortunetelling” means the telling of fortunes, forecasting of futures, or furnishing any information not otherwise obtainable by the ordinary process of knowledge, by means of any occult or psychic power or faculty or force, clairvoyance, cartomancy, phrenology, spirits, mediumship, seership, prophecy, augury, astrology, palmistry, necromancy, mind-reading, telepathy, or other craft, science, cards, talisman, charms, potions, magnetism, magnetized articles, or substances, mysteries or magic of any kind or nature, or numerology, or carrying on any art, profession or business, the advertisement and practice of which is regulated by this code.~~”

“21.10.030 Land Use Regulations.

* * *

Entertainment/Cultural	N-S	S-C	C-B	R-S	C-S	C-P
Adult Oriented Business	X	X	X	X	X	X
Amusement or Game Arcade	X	C	C	C	C	X
Auditorium, including Performing Arts Center	X	X	X	C	C	A
Concert Hall	X	C	C	C	X	X
Comedy Club	X	C	C	C	X	X
Commercial Recreation – Indoor	C	C	C	C	C	C
Commercial Recreation– Outdoor	X	C	C	C	C	X
Community Center	X	C	C	C	X	X
Cultural Institution	X	X	X	P	P	P
~~Fortunetelling~~	~~X~~	~~X~~	~~X~~	~~X~~	~~L~~	~~X~~
Golf Driving Range	X	X	X	X	C	X
Internet Arcade	X	L	X	X	L	X
Library	X	X	X	P	P	P
Miniature Golf	X	C	X	C	C	X
Museum	X	X	P	P	P	X
Theater (theatrical and motion picture)	X	C	C	C	X	X

* * *”

“21.10.040 Limitations, Special Standards and Accessory Uses.

* * *

~~(N) **Fortunetelling** is permitted upon obtaining a permit from the business license division in compliance with Chapter 5.80, License Procedure.~~"

* * *"

"21.12.020 Land Use Regulations.

* * *

Additional Uses		
Barbed wire (includes cyclone fencing and the like)	X	Attached to a wall or fence.
Buildings exceeding height limit	C	
Commercial units shared by more than one independently owned business upon a finding of compatibility of uses.	C	~~Fortunetelling and~~ sexually oriented businesses shall be deemed as incompatible with other uses, and therefore prohibited as a shared use.

* * *"

"21.22.120 Minimum Parking Spaces Required.

* * *

Entertainment/Cultural	
Adult Oriented Business	As specified by a parking study
Amusement or Game Arcade	5 per 1,000 sq. ft.
Auditorium, including Performing Arts and Gymnasium	1 per 3 seats or 1 space per every 35 sq. ft. of seating area where there are no fixed seats OR as specified by a parking study
Billiards	5 per 1,000 sq. ft.
Bowling Alley	3 per lane; plus the spaces required for restaurant and bar area and other uses on premises
Concert Hall	1 per 3 seats or 1 space per every 35 sq. ft. of seating area where there are no fixed seats OR as specified by a parking study
Comedy Club	1 per 3 seats or 1 per every 35 sq. ft. of seating area where there are no fixed seats OR as specified by a parking study
Commercial Recreation—Indoor or Outdoor	1 space per 4 guests based on maximum capacity, plus bus and drop-off spaces as determined for each use by the CUP
Community Center, including Senior Citizen Center	10 per 1,000 sq. ft.
Cultural Institution	As specified by a parking study
~~Fortunetelling~~	~~4 per 1,000 sq. ft.~~

* * *"

ATTACHMENT 2
February 17, 2021 Staff Report

City Council Staff Report

DATE: February 17, 2021

AGENDA ITEM NO: Public Hearing
Agenda Item 4-B

TO: The Honorable Mayor and City Council

FROM: Frank A. Lopez, Interim Director of Public Works/City Engineer/City Planner

SUBJECT: Consideration and possible action to introduce and waive first reading of an Omnibus Ordinance amending and repealing various sections of the Monterey Park Municipal Code as specified, to codify portions of the Monterey Park Business Recovery Program and repeal regulations governing fortunetelling.

RECOMMENDATION:
It is recommended that the City Council consider:

1. Opening the public hearing;
2. Taking documentary and testimonial evidence;
3. Close the public hearing;
4. After considering the evidence from the public hearing, introducing and waiving first reading of the ordinance; and
5. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):
Adopting the Ordinance is exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq*.) because it establishes rules and procedures for operation of existing facilities; minor temporary use of land; and minor alterations in land use. The ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines §§ 15301; 15303; and 15304(e). Further, adopting the ordinance is exempt from review under CEQA pursuant to CEQA Guidelines §15061(b)(3) because the ordinance is for general policies and procedure-making.

EXECUTIVE SUMMARY:
The proposed amendments are to further enact and make permanent procedural changes that further implement and carry out the city's goals and policies established by the Monterey Park Business Recovery Program ("BRP"). As part of the BRP, various elements of the Monterey Park Municipal Code ("MPMC"), specifically Title 21 as it relates to variances, conditional use permits, minor modifications, and administrative use permits warranted further refinement to establish consistency amongst the aforementioned sections including, without limitation, processing procedures, public hearing requirements, standards and expirations.

Additionally, the ordinance would repeal regulations governing fortunetelling within the MPMC. A series of court cases over the past decade made it plain that the practice of fortunetelling constitutes a First Amendment activity as both an exercise of religion and free speech. Most recently, an individual seeking to open a fortunetelling business in Monterey Park threatened litigation in December 2020. The matter was resolved, in part, by the City agreeing to propose amendments to the MPMC to reflect current federal and California law governing fortunetelling activities. These changes were vetted, among other City departments, with the Monterey Park Police Department. There were no objections to the changes.

FISCAL IMPACT:
None

Respectfully submitted by:

Frank A. Lopez
Interim Director of Public Works /
City Engineer / City Planner

Prepared by:

Jason Moquin
Planning Manager

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:
1. Draft Ordinance

ATTACHMENT 1
Draft Ordinance

ORDINANCE NO. ____

AN OMNIBUS ORDINANCE AMENDING AND REPEALING VARIOUS SECTIONS OF THE MONTEREY PARK MUNICIPAL CODE AS SPECIFIED.

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

SECTION 1. Monterey Park Municipal Code ("MPMC") Title 21 is amended as set forth in attached Exhibit "A," which is incorporated by reference. Unless amended as set forth in Exhibit A, all other regulations in Title 21 remain the same.

SECTION 2. MPMC Chapter 5.80 captioned "Fortunetelling" is repealed. MPMC §§ 5.12.230, 21.04.401, 21.10.030, 21.10.040, 21.12.020, and 21.22.120 are amended to remove regulations affecting "fortunetelling," as set forth in attached Exhibit "B," which is incorporated by reference.

SECTION 3. MPMC § 6.16.010 is amended to read as follows:

"6.16.010 Keeping within city. It is unlawful for ~~No~~ any person ~~shall keep a~~to operate or maintain a slaughterhouse or enclosure for the slaughtering of hogs, cattle or sheep within the city."

SECTION 4. MPMC § 9.78.010 is repealed:

~~9.78.010 Prohibited. No person shall wilffully and maliciously throw stones, or other substances at, against, or upon any person or any house or other building within the city.~~

SECTION 5. MPMC § 10.44.010 is repealed:

~~10.44.010 Animal-drawn vehicles. No person shall drive any animal-drawn vehicle into or within a business district between the hours of four-thirty p.m. and six p.m. of any day.~~

SECTION 6. MPMC § 12.04.150 is amended to read as follows:

"12.04.150 ~~Games~~Park Activities. It is unlawful ~~prohibited to play or engage in any game, except at such places as shall be especially set apart for that purpose. No person shall~~to use any park area for the purpose of golfing; ~~in any manner, for the~~ flying ~~of gasoline powered model airplanes~~remote controlled vehicles; ~~, for~~ archery; or for driving ~~gasoline powered~~ vehicles ~~without the express permission of the recreation and parks commission or~~ unless ~~the~~ such activity is ~~under the aegis of the recreation department~~pursuant to a permit issued by the city manager, or designee."

SECTION 7. MPMC § 12.04.170 is repealed:

~~12.04.170 Loud, boisterous conduct. It is prohibited to indulge in any loud, boisterous or riotous conduct or to use profane, vulgar, obscene or indecent language.~~

SECTION 8. MPMC § 12.04.180 is repealed:

~~12.04.180 Public toilets. No male person over eight years of age shall enter or use any toilet or water closet designated for "WOMEN" and no female person over eight years of age shall enter or use any toilet or water closet designated for "MEN" in any public park or recreation center.~~

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

SECTION 10. *Conflicts*. In the event of a conflict between the provisions of this Ordinance and the provisions the MPMC, any other ordinance, or any resolution, the provisions of this Ordinance and the Program govern. The Director is authorized to resolve any ambiguities in the manner set forth in the MPMC. Any such determination must be forwarded to the City Council as an informational item when practicable.

SECTION 11. *Electronic Signatures*. This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 12. *Construction*. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 13. *Severability*. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 14. *Recordation*. The City Clerk, or his duly appointed deputy, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, and cause it to be published or posted in accordance with California law.

SECTION 15. *Effective Date.* This Ordinance will take effect on the 30th day following its final passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2021.

_____
Yvonne Yiu, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM

_____
Karl H. Berger, City Attorney

Exhibit A

Omnibus Ordinance Updating MPMC

Chapter 21.32 PERMIT PROCEDURES—GENERALLY

21.32.010 Variances.

A. ~~When difficulties, hardships or results inconsistent with the general intent and purpose of this title occur by reason of the strict and literal interpretation of any of its provisions, a variance may be granted in the manner hereinafter set forth in~~A variance may be granted pursuant to this chapter. A variance will not be granted to permit a use not permitted in the zone by this title.

~~B. Standards for Issuance. Before any variance shall be granted, the applicant must show, to the satisfaction of the Planning Commission or the City Council, all of the following facts:~~

B. To grant a variance the Planning Agency must find, based upon substantial evidence:

~~1.~~ That there are special circumstances applicable to ~~the~~real property~~,~~ ~~including~~ involving size, shape, topography, location or surroundings, that do not generally apply to other properties in the same zone~~; and~~

~~.~~

~~2.~~1. ~~That because of such circumstances or conditions, such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the vicinity and in the same zone, but which is denied to the property in question;~~

~~3. That the granting of the variance is consistent with the General Plan and purpose of this title;~~

~~4. That the granting of the variance will not result in material damage or prejudice to other property in the vicinity, nor be detrimental to public safety or welfare; and~~

~~5.~~1. ~~That the variance does not grant special privilege to the applicant.~~

~~C.~~1. ~~Applicability of special circumstances shall be determined by physical characteristics related to the property.~~ Economic hardship, existing building configuration and intensification of land uses are not considered hardships~~.~~.;

2. That because of such circumstances or conditions, a variance is necessary for the preservation and enjoyment of a substantial property right possessed by other real property in the vicinity and in the same zone, but which is denied to the property in question because of the special circumstances;

3. That the granting of the variance is consistent with the General Plan and applicable law; and

4. That the granting of the variance will not result in material damage or prejudice to other real property in the vicinity nor be detrimental to public safety or welfare.

C. Applicability of special circumstances is determined by physical characteristics related to the property.

* * *

21.32.020 Conditional Use Permits.

A. ~~The purposes of any~~A conditional use permit is intended to ensure that ~~the~~a proposed use ~~will be rendered~~ is compatible with ~~other existing and permitted~~surrounding legal uses ~~located in the general area of the proposed use pursuant to the satisfaction of specific conditions of approval~~.

B. ~~Standards for Issuance. Before any~~To grant a conditional use permit ~~is granted,~~ the ~~applicant~~Planning Agency must ~~show, to the satisfaction of the granting agency, the existence of the following facts~~find, based upon substantial evidence:

1. That the site is adequate in size, shape and topography for the proposed use including, without limitation, any required yards, walls, fences, parking and loading facilities, landscaping, setbacks, and other development standards ~~prescribed~~required in this code;

2. That the site has sufficient access to streets and highways, adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use;

3. That the proposed use is consistent with the General Plan ~~and~~, any applicable specific plan~~;~~, and applicable law;

4. That the proposed use will not create unusual noise, traffic, or other conditions that may be objectionable, detrimental, or incompatible with surrounding properties or other permitted uses in the City; ~~and~~

5. That the proposed use will not have an adverse effect on the public health, safety and general welfare; and

6. That the use applied for at the location set forth in the application is properly one authorized by conditional use permit pursuant to ~~the Zoning Code~~this code.

* * *

21.32.030 Minor Modification.

A. The purpose of a minor modification is to streamline and expedite the permitting process involving minor deviations to ~~Zoning Code~~land use requirements. The City Planner ~~shall have the authority to~~may grant minor modifications to certain development standards and land use regulations of this ~~Zoning Code~~code when such requests constitute a reasonable use of the property not otherwise permissible ~~under a strict interpretation of the Zoning Code~~when strictly interpreting this code.

B. ~~Standards for Issuance. When the strict interpretation of the Zoning Code precludes a reasonable use and enjoyment of the property not otherwise permissible under the existing regulations~~For good cause shown, the City Planner may grant approval of deviations listed in Table 21.32(A).

Table 21.32(A)
Minor Modification Allowance

Development standard	Maximum deviation
Decrease in required front yard depth	Not more than 10%
Decrease in required rear yard depth	Not more than 10%
Decrease in required side yard width	Not more than 10%
Increase in maximum fence/wall height	Not more than 10%
Decrease in driveway width	Not more than 10%

~~1.~~C. ~~A~~The City Planner may grant minor modification ~~may be granted by the City Planner~~ only if no other entitlements are required and the City Planner makes the findings ~~specified~~ in ~~paragraph (2) of~~ this ~~subsection are met. Deviations~~section. Proposed deviations beyond the ~~ten (~~10~~) percent~~% limitation ~~shall~~ require a variance. ~~Any minor modification~~The City Planner may ~~be subject to~~impose conditions ~~which~~of approval to ensure that the deviation authorized does not constitute a granting of special privileges inconsistent with the limitations upon other properties in the vicinity within the zoning district in which the property is located.

~~2.~~D. ~~A~~To grant a minor modification ~~to~~requires that the ~~development standards in this Zoning Code shall not be granted unless the following findings are met~~City Planner find:

1. ~~(a)~~ The maintenance or operation of the use, building or

structure ~~shall~~is not ~~be~~ detrimental to the health, safety and general welfare of persons residing or working within the immediate vicinity or to property and improvements in the neighborhood and vicinity.

2. ~~(b)~~ The maintenance or operation of the use, building or structure ~~shall be~~is consistent with the General Plan and compatible in architecture and design with existing and anticipated development in the vicinity, including the aspects of site planning, land coverage, landscaping, appearance, scale of structures and open space and any other applicable features relative to a compatible and attractive development of the area.

3. ~~(c) Granting the~~The minor modification would not grant special privileges not enjoyed by surrounding property owners.

4. ~~(d) That there~~There are physical circumstances due to the shape or condition of the property which would result in a hardship under existing regulations.

21.32.040 Procedures—Application Filing and Withdrawal.

A. Applications for a variance, conditional use permit or minor modification ~~shall~~must be filed with the ~~Community Development Department~~City Planner on forms furnished by the City~~, setting forth fully the nature of the proposed use, and the facts deemed sufficient to justify the granting of the variance, conditional use permit or minor modification, in accordance with the provisions of this title~~.

B. Every application ~~shall~~must be signed by the owner of the subject property or by ~~his or her~~an authorized agent who files a letter of authorization with the application. ~~However, the City Planner shall not accept any such application for the same use, or substantially the same use, in any case where the City Council or the Planning Commission has taken final action on a previous application within one year prior thereto, and that action was to deny the application.~~

C. Any applicant may withdraw ~~his or her~~an application ~~prior to a decision thereon,~~ by filing a written request ~~to do so~~ or by ~~requesting~~verbal request same at a public hearing~~;~~ (followed by written confirmation); no refund of the filing fee ~~shall be permitted in case of withdrawal and the application shall be deemed null and void~~is allowed.

* * *

21.32.060 Hearings.

~~Every application~~Applications for a variance or conditional use permit ~~deemed~~found complete by the City Planner ~~shall~~will be ~~set~~noticed for a public hearing before the Planning ~~Commission. If an appeal is taken from a Planning Commission decision, in the manner hereinafter specified, the matter shall be set for public hearing~~Agency. Appeals are governed by ~~the City Clerk, for consideration by the City Council, as soon as possible. Hearings may be continued from time to time, by the Planning Commission or City Council, as may be deemed necessary.~~ Chapter 1.10.

21.32.070 Public Notices.

A. ~~Notices of the time and place of public hearings before the Planning Commission and City Council, on variance and conditional use permit applications shall be given~~Public hearing notices will be given at least 10 days before the hearing by United States mail, postage prepaid, addressed to the applicant, the owners of the subject property, and all owners of property located within a radius of ~~three hundred (~~300~~)~~ feet from the ~~external boundaries~~parcel lines of the subject property ~~to which the application relates, addressed to the owners~~. Addressees will be as shown on the latest equalized assessment roll of the County of Los Angeles, or from other records of assessor or county tax collector which contain more recent and accurate addresses~~, ten (10) days prior to the hearing date~~.

B. Notices ~~shall~~must contain a description of the subject property, a brief description of the proposed use, or variance request, and the date, time and place of hearing.

21.32.080 City Planner Action.

The City Planner is responsible for approving or denying ~~the~~ minor ~~modification.~~modifications. Notice of the City Planner's decision ~~shall~~must be given within five days ~~of the~~before a decision to the City Council, Planning Commission, the applicant, and all owners located within a radius of ~~one hundred (~~100~~)~~ feet from the ~~external boundaries~~parcel lines of the subject property.

21.32.100 Planning ~~Commission~~Agency Action.

A. The Planning ~~Commission~~Agency may approve, approve with conditions, or disapprove ~~the application~~ applications in accordance with ~~applicable criteria and requirements specified~~this chapter. Unless extended by ~~law for~~mutual agreement with the ~~particular entitlement, and shall render its~~applicant, a decision ~~within forty (~~must be rendered 40~~)~~ days after ~~the~~ conclusion of the public hearing. ~~Should the vote of~~ If the Planning Commission ~~result~~acts as the Planning Agency and a vote regarding the application results in a tie, then the ~~application shall be scheduled~~City Clerk will schedule a public hearing for the ~~first~~next available regular meeting of the City Council.

~~A.~~ The ~~Planning Agency's decision must be memorialized by written resolution and supported by substantial evidence. A decision must be made by not less than three votes. The City Clerk will provide the applicant with a copy of the the decision within 10 days~~ after ~~proper notice of the hearing has been provided pursuant to Section 21.32.070. A hearing may be continued without additional mailed notice; provided, that the time and place to which the hearing will be continued are announced before adjournment. If this code otherwise requires notice of a hearing to be posted at the site of the property that~~it is ~~the subject of the application, notice of the continuance shall be posted on site in a manner that complies with the requirements of this section until the new date of hearing.~~

B. ~~The decision shall be by resolution adopted by the affirmative votes of not less than a majority of a quorum, setting forth the facts on which the decision is based. Within ten (10) days following adoption of the resolution by the Planning Commission, the City Planner shall cause to be forwarded a copy thereof, by United States mail, postage prepaid, addressed to the applicant and any other person requesting the same, at his or her last known address, and reported to City Council according to procedures established by the City Planner.~~adopted.

21.32.120 Effect of Indecision by Planning Commission.

Where, for any reason, the Planning Commission acts as the Planning Agency and is unable to reach a determination as to a variance or conditional use permit application~~,~~ within ~~forty (~~40~~)~~ days after ~~the close of~~closing the public hearing ~~relating thereto~~, the matter ~~shall be~~is deemed automatically appealed to the City Council~~, without decision by the Planning Commission. In such event, the matter shall be placed upon the City Council's agenda and a de novo public hearing held thereon, and the matter shall be finally determined by the City Council.~~

~~21.32.140 City Council Action.~~

~~C. Upon the filing of an appeal, the secretary of the Planning Commission shall forward to the City Clerk the Planning Commission's files with regard to the application subject to appeal. Upon receipt of the same, the City Clerk shall promptly set the matter for a public hearing before the City Council. The City Council shall conduct a de novo public hearing on the matter. It may approve, approve with conditions, or disapprove the application~~ in accordance with ~~applicable criteria and requirements specified by law for the particular application, and shall render its decision within forty (40) days after the conclusion of the hearing.~~Chapter 1.10.

21.32.140 Application Denial – Reapplication.

~~D.~~ Whenever ~~In its discretion, the City Council may refer, prior to its decision,~~

~~such matter to the Planning Commission for a further report within a period of time specified by the City Council, with or without further public hearings before the Planning Commission. If the Planning Commission fails to report within the time specified by the City Council, the Council thereafter may make its determination.~~

A. an application or portion of an application is denied or revoked and the denial or revocation becomes final, no new application for the same or similar request may be accepted within one year of the date from the denial, unless the City Planner finds that the conditions surrounding the application have sufficiently changed to warrant a new application.

B. For the purpose of this section, "changed conditions" means a substantial change in land use on properties in the vicinity, improved infrastructure in the vicinity, altered traffic patterns, or any such similar change resulting in a changed physical environment.

~~E. The determination of the City Council shall be by resolution, setting forth the facts on which the decision is based. The decision of the City Council shall be final and conclusive in all cases. Within five days following the adoption of the resolution of the City Council, the City Clerk shall mail a copy thereof to the applicant, appellant, and any other person requesting the same.~~

21.32.150 Revocation or Suspension.

A. Revocation or Suspension. Upon recommendation by the City Planner, Planning Commission, or the City Council, by motion~~,~~ carried by at least three affirmative votes, the body which granted a variance or conditional use permit may conduct a noticed public hearing to determine whether ~~such should be revoked. This revocation procedure applies to conditional use permits or variances granted before and after the adoption of these regulations.~~it should be revoked. If the granting body finds, upon substantial evidence, any of the following facts to be present, it may revoke the variance or conditional use permit:

1. That the variance or permit was obtained by fraud;

2. That the use for which such approval was granted has ceased to exist or has not operated for a period of one year, as determined by ~~records from either City business license records, the California Department of Alcoholic Beverage Control or City Planner, or designee, observation~~substantial evidence;

3. That the permit or variance granted is being, or has been, exercised contrary to any conditions imposed upon such permit or variance, or in violation of any law;

4. That an owner's association required by a conditional use permit was never formed, was dissolved, regularly fails to enforce covenants, conditions or restrictions ("CC&Rs") recorded on the property, or fails to enforce conditions of approval imposed upon the development; or

5. That the use for which the approval was granted is being exercised so as to be detrimental to the public health or safety, or as to constitute a nuisance.

B. ~~If the~~The granting body ~~determines that facts of either subsection (A)(3) or (5) are present, and that such facts can be corrected and are~~may, but is not ~~likely~~required to ~~recur, it may~~, suspend~~, rather than revoke,~~ a conditional use permit or variance ~~for a period of time that it deems appropriate for the implementation of corrective measures.~~if it finds that timely compliance will occur without additional violations.

C. If the granting body determines that facts of subsection (A)(4) are present, it may, revoke or suspend the conditional use permit. It may also refer the matter to the City Attorney for enforcement pursuant to Chapter 4.10 of this code.

D. If the revocation hearing is conducted by the Planning Commission, its decision ~~is subject to review on appeal as provided by this code.~~may be appealed in accordance with Chapter 1.10.

21.32.160 Expiration.

A. ~~Any variance or conditional use permit shall be null and void if the use permitted thereunder is not exercised within the time specified in the resolution approving such variance or conditional use permit, or, if no time is so specified, if the same is not exercised within one year from the date the variance or conditional use permit is granted; provided that if litigation is filed prior to the exercise of such rights, attacking the validity of such variance or conditional use permit, the time for exercising such rights shall be automatically extended pending a final determination of such litigation.~~Except as otherwise provided, failure to utilize a variance or conditional use permit within one year after it is issued renders it void. Such invalidity must be confirmed in accordance with section 21.32.150. If litigation is filed to challenge a before a variance or conditional permit, then this one year time period is tolled. The granting body, upon good cause shown by the applicant, may extend the time limitations imposed by this section, once, for a period of not to exceed one year without a public hearing.

~~B. Any variance or conditional use permit shall automatically be deemed abandoned and null and void for any use that was granted a variance or conditional use permit that has ceased to exist or operate for more than one year as determined by a lapse of business license per City business license records. Notice of the determination that the variance or conditional use permit has expired shall be sent by United States mail to the property owner and person identified on the business license, if applicable. The property owner or business license holder may file a written appeal with the secretary of the Planning Commission within nineteen (19) days of the date of written notice of determination. The matter shall be set for public hearing before the Planning Commission. After hearing the staff report and all evidence the Planning Commission may uphold the City Planner's determination that the variance or conditional use permit has expired, or grant the appellant a certain amount of time to reinstate the use with or without additional reasonable conditions.~~

~~Any condition~~21.32.165 Modifications.

A. Conditions imposed upon the granting of a variance or conditional use permit, including such granted ~~prior to~~before the adoption of these regulations, may be modified or eliminated~~, or~~. Additionally, new conditions may be added~~, providing that the Planning Commission shall first conduct a public hearing thereon, in the same manner as is required for the granting of the same. A modification~~. Modifications may be initiated by the City Planner, Planning ~~Commission~~Agency, or property owner. If the modification is initiated by the applicant, the applicant ~~shall~~must pay ~~the same~~a filing fee ~~as required by the original application. The applicable expiration period shall be extended for a period equal to that required for processing the modification.~~established by city council resolution.

B. ~~No such modification shall be made unless~~To modify a variance or conditional use permit, the Planning ~~Commission finds~~Agency must find that:

1. The proposed modification is consistent with ~~State and local~~applicable law;

2. The proposed modification is consistent with the General Plan ~~and Zoning Code~~;

3. The ~~proposed~~ modification is consistent with the findings and intent of the original approval; and

4. The proposed modification will promote the public convenience, health, interest, safety, or welfare of the City, and will not adversely affect the orderly development of property or the preservation of

property values.

~~C. The decision of the Planning Commission shall be subject to review on appeal, taken in the time and manner set forth in Chapter 1.10.~~

* * *

21.32.180 Review of Conditions.

Conditions of approval attached to conditional use permits and variances may be reviewed annually by the City ~~staff~~Planner for compliance, and reported to the ~~final decision making~~granting body on the applicable conditional use permit or variance. Failure to conduct this review ~~shall~~does not void or otherwise affect the enforcement of any condition of approval. City Council may establish a fee for ~~said~~such review as set by resolution.

21.32.190 Acceptance.

~~The acceptance of any of the benefits of such grant shall constitute acceptance of the burdens and the conditions attached thereto. The applicant property owner shall sign a notarized affidavit of acceptance of all conditions of approval and provide it to the Community Development Department within thirty (30) days after the effective date of the approval or prior to the issuance of a building permit or certificate of occupancy, whichever may occur first.~~

To become effective, a variance or conditional use permit must be accepted and signed by the applicant within 30 days after the Planning Agency grants the entitlement. The signature must be verified as required by the City Planner. Failure to sign the variance or conditional use permit renders it ineffective and void by operation of law; no additional action is required by the City.

21.32.200 ~~Interpretation.~~

~~The attaching of conditions shall be construed as a material part of the grant, without which the application would otherwise be denied. The invalidation of any condition shall constitute invalidation of the entire grant.~~

~~ADMINISTRATIVE USE PERMIT~~ Administrative Use Permit (“AUP”).

A. Authorization. The City Planner is authorized to issue an AUP for ~~(1) alcohol~~

1. Alcohol licenses which will function as a notice of public convenience and necessity; ~~(2) drive~~

2. Drive-throughs; and ~~(3) setbacks~~

~~D.~~3. Setbacks.

~~E.~~B. Application and Review. To initiate the review process, an application for an AUP must be filed with the City Planner on forms provided by the City Planner. Within five working days of filing a petition, the City Planner must notify the applicant as to the completeness of the application. The City Planner may request any additional information deemed necessary to evaluate the application. Failure of the City Planner to respond within five working days renders the application complete.

~~F.~~C. Decision. Within 10 working days from the date an application is deemed complete, the City Planner must issue a written determination as to the approval or denial of the application. The written determination will state the findings for decisions. In approving an application, the City Planner may attach conditions to the approval deemed necessary.

~~G.~~D. Findings. Before an AUP is granted, the City Planner must find that:

1. There is compatibility of the particular use on the particular site in relationship to other existing and potential uses within the general area in which the use is proposed to be located.

2. The proposed use is consistent and compatible with the purpose of the zone in which the site is located.

3. The proposed location and use and the conditions under which the use would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

4. Potential impacts that could be generated by the proposed use, such as noise, smoke, dust, fumes, vibration, odors, traffic and hazards have been recognized and mitigated.

5. For alcohol related AUPs, the State Department of Alcohol Beverage Control ~~has~~ issued or will issue a license to sell alcohol to the applicant.

~~H.~~E. Drive-Throughs. For drive-through AUPs, the City Engineer may:

1. Authorize aisles to exit directly onto a public right-of-way.

2. Approve drive-through plans submitted by applicants where the underlying zoning allows for such uses. Those plans must be prepared by a design professional (e.g., a traffic engineer or architect). A drive-through plan may provide for setbacks that differ

from the underlying zone if needed to accommodate vehicle queuing to help avoid stacking of vehicles onto public roads.

~~I.~~F. Expeditious Review. An expedited AUP provides for the processing of a completed AUP within a period not to exceed five total working days. The City Planner is authorized to select and utilize the services of a consultant, paid for by the applicant, for purposes of processing the expedited review and written determination.

~~J.~~G. Planning ~~Commission~~Agency Review. Except for alcohol AUPs, written determinations on administrative use permits, made by the City Planner must be placed as receive and file items on the next available agenda of the Planning ~~Commission~~Agency. Before the written determination being placed on a Planning ~~Commission~~Agency agenda, the City Planner must give public notice with the ~~city council~~Planning Agency agenda, by mailing to interested parties requesting such notice, and electronic posting on the City's website, of the intention of the Planning ~~Commission~~Agency to receive and file the determination of the City Planner. Any member of the Planning ~~Commission~~Agency may request that an item be discussed and a decision on the application be made by the Planning ~~Commission~~Agency instead of received and filed. Except for alcohol AUPs which become final 10 days after being issued by the City Planner, no decision of the City Planner is final until the decision is received and filed or acted upon by the Planning ~~Commission~~Agency.

Exhibit B

Omnibus Ordinance Updating MPMC

“5.12.230 Special classification rates.

The license fee for the special classification ~~shall be~~is as set forth in this section:

* * *

~~(28)~~	~~Fortunetelling, as regulated and defined in Chapter 5.80~~	~~$150.00~~

* * *”

“~~21.04.401 Fortunetelling.~~

~~“Fortunetelling” means the telling of fortunes, forecasting of futures, or furnishing any information not otherwise obtainable by the ordinary process of knowledge, by means of any occult or psychic power or faculty or force, clairvoyance, cartomancy, phrenology, spirits, mediumship, seership, prophecy, augury, astrology, palmistry, necromancy, mind-reading, telepathy, or other craft, science, cards, talisman, charms, potions, magnetism, magnetized articles, or substances, mysteries or magic of any kind or nature, or numerology, or carrying on any art, profession or business, the advertisement and practice of which is regulated by this code.~~”

“21.10.030 Land Use Regulations.

* * *

Entertainment/Cultural	N-S	S-C	C-B	R-S	C-S	C-P
Adult Oriented Business	X	X	X	X	X	X
Amusement or Game Arcade	X	C	C	C	C	X
Auditorium, including Performing Arts Center	X	X	X	C	C	A
Concert Hall	X	C	C	C	X	X
Comedy Club	X	C	C	C	X	X
Commercial Recreation – Indoor	C	C	C	C	C	C
Commercial Recreation– Outdoor	X	C	C	C	C	X
Community Center	X	C	C	C	X	X
Cultural Institution	X	X	X	P	P	P
~~Fortunetelling~~	~~X~~	~~X~~	~~X~~	~~X~~	~~L~~	~~X~~
Golf Driving Range	X	X	X	X	C	X
Internet Arcade	X	L	X	X	L	X
Library	X	X	X	P	P	P
Miniature Golf	X	C	X	C	C	X
Museum	X	X	P	P	P	X
Theater (theatrical and motion picture)	X	C	C	C	X	X

* * *”

“21.10.040 Limitations, Special Standards and Accessory Uses.

* * *

~~(N) **Fortunetelling** is permitted upon obtaining a permit from the business license division in compliance with Chapter 5.80, License Procedure.~~"

* * *"

"21.12.020 Land Use Regulations.

* * *

Additional Uses		
Barbed wire (includes cyclone fencing and the like)	X	Attached to a wall or fence.
Buildings exceeding height limit	C	
Commercial units shared by more than one independently owned business upon a finding of compatibility of uses.	C	~~Fortunetelling and~~ sexually oriented businesses shall be deemed as incompatible with other uses, and therefore prohibited as a shared use.

* * *"

"21.22.120 Minimum Parking Spaces Required.

* * *

Entertainment/Cultural	
Adult Oriented Business	As specified by a parking study
Amusement or Game Arcade	5 per 1,000 sq. ft.
Auditorium, including Performing Arts and Gymnasium	1 per 3 seats or 1 space per every 35 sq. ft. of seating area where there are no fixed seats OR as specified by a parking study
Billiards	5 per 1,000 sq. ft.
Bowling Alley	3 per lane; plus the spaces required for restaurant and bar area and other uses on premises
Concert Hall	1 per 3 seats or 1 space per every 35 sq. ft. of seating area where there are no fixed seats OR as specified by a parking study
Comedy Club	1 per 3 seats or 1 per every 35 sq. ft. of seating area where there are no fixed seats OR as specified by a parking study
Commercial Recreation—Indoor or Outdoor	1 space per 4 guests based on maximum capacity, plus bus and drop-off spaces as determined for each use by the CUP
Community Center, including Senior Citizen Center	10 per 1,000 sq. ft.
Cultural Institution	As specified by a parking study
~~Fortunetelling~~	~~4 per 1,000 sq. ft.~~

* * *"

City Council Staff Report

DATE: March 17, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3D

TO: The Honorable Mayor and City Council

FROM: Ron Bow, City Manager

SUBJECT: Resolution to Agreement Extension for Interim Employment (Danielle Tellez)

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the attached resolution authorizing the City Manager to execute an employment agreement with Danielle Tellez to extend part-time employment for the position of Interim Director of Human Resources and Risk Management pursuant to Government Code § 21221(H) and Executive Order No. N-25-20; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

As a result of the continued vacancy for the position of Director of Human Resources and Risk Management, the City and Danielle Tellez are desirous to extend a retired annuitant employment agreement pursuant to Government Code § 21221(H) and Executive Order No. N-25-20.

BACKGROUND:

Last March 2020, the head of the City's Human Resources and Risk Management Department departed from the City. As this is a critical position within the City, a recruitment was initiated. However, due to the anticipated length of time necessary to identify the best candidate, the City Manager appointed retired annuitant Danielle Tellez, who is a highly qualified and experienced human resources and risk management professional, to bridge the gap until a permanent appointment could be made.

The City posted recruitment for the Director of Human Resources and Risk Management on August 14, 2020 and on October 27, 2020 interviews were held. Unfortunately, the recruitment provided no suitable candidates for the position. The City continued an open recruitment for the position and has a second round of interviews scheduled for March 15, 2021. The second round of interviews were delayed due to lack of applicants and COVID-19 related impacts. This delay has created some challenges for Ms. Tellez's current employment agreement as it is set to expire on March 22, 2021, and under Government Code § 21221(H), could not be extended.

However, on December 14, 2020, Governor Gavin Newsom issued Executive Order No. N-84-20 establishing that the reinstatement and work hour limitation in Government Code Section 21221(h) (including, in particular, the limitation that a retiree may only be appointed to a vacant position once) are suspended as applied to retired persons whom the relevant state or local public agency determines to be engaged in (or whom the relevant state or local public agency seeks to engage in) mitigating the effects of the COVID-19 pandemic. The Executive Order allows the City to extend Ms. Tellez's agreement considering her position as the Interim Director of Human Resources and Risk Management is intimately involved in mitigating the effects of the COVID-19 pandemic for the City of Monterey Park. This includes ensuring all State and County COVID-19 orders are met, necessary workplace COVID-19 requirements are adhered to, and ultimately that critical citywide operations continue uninterrupted.

While PERS has indicated that recruiting for the vacant position would suffice as a result of the Executive Order, staff felt it appropriate to bring the request to extend Ms. Tellez's interim director position to Council for approval. The terms of the extended agreement are virtually the same as the prior with one practical change. Pending CalPERS approval, the change extends the term of the agreement to be effective from March 23, 2021 until September 30, 2021. Despite the six-month term, the City is hopeful the current recruitment process produces a successful candidate prior in the near future and has already held the initial phases of interviews with prospective candidates.

FISCAL IMPACT:

Due to the Director of Human Resources and Risk Management position already being appropriated in the current budget, there are no additional cost considerations or appropriations necessary with the recommended extension.

Prepared by:

Martha Garcia
Management Services Director

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT(S):

1. Resolution
2. Agreement

ATTACHMENT 1
Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, EXTENDING AN AGREEMENT WITH "RETIRED ANNUITANT" DANIELLE TELLEZ PURSUANT TO GOVERNMENT CODE § 21221(H) AND EXECUTIVE ORDER NOS. N-25-20 AND N-84-20 FOR THE POSITION OF INTERIM DIRECTOR OF HUMAN RESOURCES AND RISK MANAGEMANT

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

SECTION 1: The City Council finds as follows:

A. On March 11, 2020, the City declared a local emergency in response to the COVID-19 Pandemic. That local emergency continues to be in effect.

B. On or about March 15, 2020, the City's Director Human Resources Director and Risk Management (the "Director") resigned. In response, effective March 23, 2020, the City Manager appointed retired annuitant Ms. Danielle Tellez as Interim Director. Ms. Danielle Tellez previously retired from the city of Covina from the position of Director of Human Resources and Risk Management effective August 01, 2019 (ID No. XXXXXX7565).

C. Since the time of Ms. Tellez's appointment as Director, the City sought to recruit a permanent Director. Because of the Pandemic, however, the City's efforts were unsuccessful. With conventional wisdom suggesting that the emergencies related to the Pandemic may be either curtailed or, at least, reduced in severity, the City is undertaking a new recruitment effort for Director. This process is anticipated to take between April 2021 and September 2021.

D. During this time, the City seeks to appoint Ms. Tellez as Interim Director pursuant to Government Code § 21221(h), as modified by Executive Order Nos. N-25-20 and N-84-20 (*see also* CalPERS Circular Letter No. 200-015-20) a position to be deemed of limited duration and requiring specialized skills in human resources management; risk management; labor negotiations; personnel discipline and promotion; and labor related counseling. The depth and breadth of Ms. Tellez's knowledge, skills, and abilities in these areas placed her well above standards.

E. Ms. Tellez's expertise and training has resulted in direct benefits to Monterey Park by filling an unexpected gap in the executive management team during a time of local, state, national, and global emergency. The City's ability to respond to the needs of the City as an entity and the community's needs would be crucially handicapped but for Ms. Tellez being available and willing to perform as the Director.

F. The City has a desperate need for a Director who is familiar with the City's

corporate culture, pending projects, and methods for implementing the human resource needs listed above.

SECTION 2: The City Manager, or designee, is authorized to seek approval from the California Public Employee Retirement System ("PERS") Board of Administration to allow the City to temporarily employ Danielle Tellez pursuant to Government Code § 21221(h) and Executive Order Nos. N-25-20 and N-84-20.

SECTION 3: This Resolution may be executed with electronic signatures in accordance with Government Code of the State of California §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

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

SECTION 5: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 17th day of March 2021.

Yvonne Yiu
Mayor

ATTEST:

Vincent D. Chang
City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

ATTACHMENT 2
Agreement

INTERIM DIRECTOR OF HUMAN RESOURCES AND RISK MANAGEMENT AGREEMENT
BETWEEN THE CITY OF MONTEREY PARK
AND DANIELLE TELLEZ

THIS AGREEMENT is entered into this ____ day of March __ 2021 by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") and DANIELLE TELLEZ, an individual ("EMPLOYEE"). The Parties agree as follows:

1. **APPOINTMENT OF INTERIM DIRECTOR OF HUMAN RESOURCES AND RISK MANAGEMENT.** City desires to engage the services of Employee in order to utilize her experience, abilities and knowledge as Interim Director of Human Resources and Risk Management under the terms and conditions set forth below and allowed for under Government Code sections 7522.56 and 21221(h). Although Employee's original appointment began March 23, 2020, Governor Newsom issued Executive Order N-84-20 establishing that the reinstatement and work hour limitation in Government Code Section 21221, subdivision (h) (including, in particular, the limitation that a retiree may only be appointed to a vacant position once) are suspended as applied to retired persons whom the relevant state or local public agency determines to be engaged in (or whom the relevant state or local public agency seeks to engage in) mitigating the effects of the COVID-19 pandemic.

2. **SCOPE OF SERVICES.** EMPLOYEE will perform the services needed to serve CITY which will include, without limitation, performing the functions and duties specified by statute and relevant CITY regulations for a Human Resources Director and Risk Manager, mitigate the effects of the COVID-19 pandemic, and to perform such other legally permissible and proper duties and functions as CITY may assign.

3. **TERM.** Subject to earlier termination as provided for in this AGREEMENT, Tellez will be employed for a term beginning March 23, 2021 and ending not later than September 30, 2021.

4. **COMPENSATION.** EMPLOYEE will be compensated for providing the services contemplated by this Agreement as follows:

A. *Basic Compensation.* CITY will pay EMPLOYEE an hourly rate of $82 to $88.

B. *Cost and Expense Reimbursement.* In addition to the foregoing compensation, CITY will reimburse EMPLOYEE for actual and necessary ordinary out-of-pocket expenses reasonably incurred by EMPLOYEE in performance of the service provided by EMPLOYEE

to CITY pursuant to this Agreement.

C. *Taxpayer Information.* EMPLOYEE agrees to attach a completed W-9 Form to this Agreement to facilitate tax reporting for payments made by CITY to EMPLOYEE pursuant to this Agreement.

5. **CONFLICTS OF INTEREST.** EMPLOYEE represents that EMPLOYEE does not have any material financial interest, direct or indirect, in any contract or decision made by or on behalf of CITY that may be affected by the services to be provided to CITY pursuant to this Agreement, other than a financial interest that is similar, in all material respects, to the interests of the general public. EMPLOYEE and EMPLOYEE agree to comply with CITY's conflict of interest code as adopted by the City Council.

6. **TERMINATION OF SERVICES.**

A. CITY may terminate this Agreement with or without cause at any time by serving EMPLOYEE with notification of such termination by mail, by email, or by CITY's Representative's verbal notice of termination followed by written confirmation of same served on EMPLOYEE by mail.

B. EMPLOYEE may terminate this Agreement with or without cause upon 15 days written notice to CITY.

C. CITY will compensate EMPLOYEE for its services and reimburse it for costs rendered through and including the effective date of any termination.

7. **NOTICES**. Notices required under this Agreement must be given by personal service or by first class mail, postage prepaid, and addressed as follows:

To EMPLOYEE:	Danielle Tellez dtellez@montereypark.ca.gov
To CITY:	City Manager City of Monterey Park rbow@montereypark.ca.gov
With a copy to:	Karl H. Berger City Attorney kberger@hensleylawgroup.com

8. **INDEMNIFICATION**. CITY acknowledges its statutory obligation under Government Code § 825, *et seq.* to defend and indemnify EMPLOYEE from and

against all and any claims, actions and liabilities arising from work performed within the scope of her duties under this Agreement.

9. **PERMITS AND LICENSES.** EMPLOYEE, at EMPLOYEE'S sole expense, will obtain and maintain during the term of this Agreement, all permits, licenses, and certificates that may be required, as determined by EMPLOYEE, in connection with the performance of services under this Agreement.

10. **ASSIGNABILITY.** This Agreement is for EMPLOYEE's professional services. EMPLOYEE's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

11. **INDEPENDENT CONTRACTOR.** CITY and EMPLOYEE agree that EMPLOYEE will act as an independent contractor and will have control of all work and the manner in which it is performed. EMPLOYEE and EMPLOYEE are free to contract for similar service to be performed for other employers while under contract with CITY. EMPLOYEE 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 EMPLOYEE as to the details of doing the work or to exercise a measure of control over the work means that EMPLOYEE will follow the direction of the CITY as to end results of the work only.

12. **AUDIT OF RECORDS.** EMPLOYEE will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. EMPLOYEE will retain such financial and program service records for at least four years after termination or final payment under this Agreement.

13. **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.

14. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

15. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

16. **SEVERABILITY.** 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.

17. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

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

19. **EFFECTIVE DATE.** This Agreement is retroactively effective March 1, 2021.

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

CITY OF MONTEREY PARK

Ron Bow,
Board President

ATTEST:

Vincent D. Chang,
City Clerk

APPROVED AS TO FORM:

Karl H. Berger,
City Attorney

EMPLOYEE

Danielle Tellez

Taxpayer ID No. [ON FILE]

City Council Staff Report

DATE: March 17, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3E

TO: The Honorable Mayor and City Council

FROM: Frank A. Lopez, Interim Director of Public Works/City Engineer

SUBJECT: Consideration of Final Map. No. 77195 for a Single Lot Subdivision (Condominium Purposes) to Facilitate an Eight-unit Residential Development, Located at 2011 Potrero Grande Drive

RECOMMENDATION:
It is recommended that the City Council consider:

1. Adopting a resolution approving Final Map No. 77195;
2. Approving and authorizing the City Manager to execute a Subdivision Improvement Agreement for Final Map No. 77195 in a form approved by the City Attorney; and
3. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):
On April 24, 2018, the Planning Commission found that the Project was categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines § 15315 and 15332 as a Class 15 categorical exemption (Minor Land Divisions) and Class 32 categorical exemption (Infill Development). The findings and conclusions made by the Planning Commission are incorporated into the attached Resolution by reference.

EXECUTIVE SUMMARY:
On April 24, 2018, the Planning Commission approved Tentative Map No. 77195 via Resolution No. 07-18 for an eight-unit residential condominium development at 2011 Potrero Grande Drive (the "Project").

The proposed final map was reviewed by the City Engineer for compliance with applicable law. Except for the required public improvements, the final map meets all legal requirements. A subdivision improvement agreement must be executed by the applicant to complete approvals for the final map.

BACKGROUND:
The Project is an eight-unit condominium development located at 2011 Potrero Grande Drive, on the north side of Potrero Grande Drive. The tentative map for this Project was approved via Resolution No. 07-18 on April 24, 2018 and would have expired on April 24, 2020.

However, on March 16, 2020, the City Manager cancelled all public events through the end of May. Under these extraordinary circumstances, and based upon the ongoing

local emergency, the City Planner determined, with the City Manager's concurrence, that the time periods for land use decisions should be tolled. The City Council ratified that action on June 3, 2020.

The developer has not yet constructed the public improvements required by the tentative map. The public improvements include construction of a new curb, gutter, sidewalk, driveway aprons in the street right-of-way; planting trees; parkway landscaping; and irrigation system installation along the frontage of the site. Additionally, all on-site utility services will be placed underground. The developer is eager to record the final map and begin construction. To ensure completion of these improvements, the developer must enter into a subdivision improvement agreement. The developer provided acceptable sureties to guarantee construction of all on-site and off-site improvements, as follows:

	Faithful Performance	Labor and Materials
Public Improvement Bond	$84,600	$42,300
Grading Bond	$7000	N/A

FISCAL IMPACT:
Approving the final map does not have a fiscal impact.

Respectfully submitted by:

Frank A. Lopez
Interim Director of Public Works/City Engineer

Prepared by:

Vivian Chen
Civil Engineering Associate

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:
1. Resolution
2. Subdivision Agreement
3. Final Subdivision Map

ATTACHMENT 1
Resolution

RESOLUTION NO.

A RESOLUTION APPROVING FINAL MAP NO. 77195 FOR AN EIGHT-UNIT RESIDENTIAL CONDOMINIUM PROJECT AT 2011 POTRERO GRANDE DRIVE

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

SECTION 1: The City Council finds and declares that:

A. On April 23, 2018, the Planning Commission approved a tentative parcel map for an eight-unit residential condominium project at 2011 Potrero Grande Drive (Tentative Map No. 77195);

B. The developer now requests that a Final Map be recorded for the development; and

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

SECTION 2: *Environmental Assessment.* The Planning Commission found that the Project was categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines §§ 15315 and 15332 as a Class 15 categorical exemption (Minor Land Divisions) and Class 32 categorical exemption (Infill Development). Approving the Tentative Map is part of the Project reviewed by the Planning Commission on April 23, 2018. The findings and conclusions made by the Planning Commission are incorporated into this Resolution by reference.

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. 77195 for the following reasons:

A. The Final Map substantially conforms with Tentative Map No. 77195; 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; and (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: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

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

SECTION 7: 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 ____ day of _____, 2021.

_____
Yvonne Yiu, Mayor

ATTEST:

_____
Vincent D. Chang, 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

MAP NO. 77195

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of March, 2021, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") and Enterprise One, Inc.("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. 77195 ("Map").

B. SUBDIVIDER requested that CITY approve the Map before construction and completion of improvements including, without limitation, grading 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 regulations 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 Resolution No. 07-18, that it will construct and maintain the improvements identified in Exhibit "A," in the manner set forth in Public Works Permit No. PW 20-00115, which is incorporated by reference.

3. **ESTIMATED COST OF IMPROVEMENTS.** The parties agree that the estimated cost of grading and offsite improvement work is $133,900.

4. **COMPLETION.** SUBDIVIDER must complete all Improvements within 24 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 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.** SUBDIVIDER warrants that the Improvements will be constructed in a manner consistent with CITY's specifications and the residentially reasonable industry standards. Should any Improvement fail to comply with this 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 comply with this warranty 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.

9. **REPAIRS AND REPLACEMENTS.** Until the CITY's acceptance of any public improvements hereunder, 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 in accordance with the Permits.

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 50% 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.

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 ten percent of the sum shown in Section 3 is filed with CITY. The maintenance bond will be released one year from the date of final acceptance of the Improvements.

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 documents regarding public improvements to CITY upon CITY's acceptance of the public improvements and written request.

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 survive the termination of this Agreement.

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 three 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. 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	Kent Wheeler,
320 W. Newmark Ave	Enterprise One Inc,
Monterey Park, CA 91754	Address.
	Address

B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

22. **COMPLIANCE WITH LAW.** SUBDIVIDER will comply with all laws applicable to this Agreement including, without limitation, federal, state, and local laws requiring permitting and licenses. All such compliance will be at SUBDIVIDER's own cost.

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

24. **SEVERABLE.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

25. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

26. **WAIVER.** Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

27. **GOVERNING LAW.** This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.

28. **AUTHORITY/MODIFICATION.** This Agreement is subject to and conditioned upon approval and ratification by the Monterey Park City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein.

This Agreement may be modified by written agreement. CITY's City Manager may execute any such amendment on behalf of CITY.

29. **BINDING UPON SUCCESSORS**. The terms of this Agreement constitute a burden and benefit upon the Property. Accordingly, this Agreement will be recorded and the term will run with the Property and become binding upon SUBDIVIDER's heirs, successors and assigns.

30. **ENTIRE AGREEMENT.** This Agreement constitutes the sole agreement between SUBDIVIDER and CITY respecting the maintenance of the Property's common areas and correctly sets forth the obligations of SUBDIVIDER and CITY. There are no other understandings, terms or other agreements expressed or implied, oral or written.

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

CITY OF MONTEREY PARK,
a municipal corporation.

_____
Ron Bow, City Manager

Enterprise One Inc

_____
Enterprise One Inc
Kent Wheeler, Owner

City Council Approval: _____

ATTEST:

_____
Vincent D. Chang, City Clerk

_____

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

_____
Timothy E. Campen, Assistant City Attorney

EXHIBIT A

Map No. 77195

All improvements marked are included:

(X) Public street improvements, offsite utility improvements including grading, paving, curbs, gutter, sidewalks, street landscaping, and appurtenances, as set forth in plans entitled "Grading and Drainage Plan," prepared by Calland Engineering Inc., approved as PW 20-00115 and D-1405.

(X) Domestic water supply system, including service laterals, and appurtenances.

(X) Lot grading, earth moving compaction, import or export of soil, and appurtenances.

(X) Off-street landscaping including trees, bushes, shrubs, turf, irrigation system, and appurtenances.

ATTACHMENT 3
Final Subdivision Map

1 LOT
32,430 SQ. FT.

TRACT NO. 77195

IN THE CITY OF MONTEREY PARK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP NO. 23456, AS PER MAP RECORDED IN BOOK 267, PAGES 79 AND 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

JACK LEE, LS NO. 8407 CAL LAND ENGINEERING, INC. AUGUST 29, 2019

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

TEXAS LAND AND CATTLE CORPORATION, A NEVADA CORPORATION.

John Hui
JOHN HUI (PRESIDENT AND SECRETARY)

NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF ~~CALIFORNIA~~ Nevada)
COUNTY OF ~~LOS ANGELES~~ Clark)

ON July 13 2020, BEFORE ME, Paul Chong, PERSONALLY APPEARED John Hui 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 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 _____

PRINTED NAME: Paul Chong

PAUL CHONG
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 14-13034-1
MY APPT. EXPIRES MARCH 06, 2022

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.

MY COMMISSION NO. 14-13034-1 MY COMMISSION EXPIRES: March 06, 2022

SIGNATURE OMISSION NOTES:

THE SIGNATURE OF THE PARTY NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3C) OF THE SUBDIVISION MAP ACT, HIS INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE , AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

ERNEST H. GRAFFEN, HOLDER OF AN INTEREST IN, OR RIGHTS TO MINERALS, WHICH MAY INCLUDE BUT WHICH MAY NOT BE LIMITED TO OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES PER DEED RECORDED JUNE 20, 1958 AS INSTRUMENT NO. 422 IN BOOK D-132, PAGE 852, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

CONDOMINIUM NOTE:

THIS TRACT IS APPROVED AS A CONDOMINIUM PROJECT FOR 8 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.

LOS ANGELES COUNTY TAX CERTIFICATES:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____
DEPUTY

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. 77195 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____
DEPUTY

SURVEYOR'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 JOHN HUI ON AUGUST 29, 2019. 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.

July 15, 2020
DATE

Jack C. Lee
JACK C. LEE LS 8407

PROFESSIONAL LAND SURVEYOR
JACK C. LEE
NO. 8407
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 ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL SUBDIVISION ORDINANCES OF THE CITY OF MONTEREY PARK APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____ _____
FRANK A. LOPEZ, CITY ENGINEER DATE
CITY OF MONTEREY PARK
R.C.E.: 80489

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

_____ 7/27/20
DAVID G. GILBERTSON L.S. NO. 6941 DATE
ACTING CITY SURVEYOR

LICENSED LAND SURVEYOR
David G. Gilbertson
NO. 6941
STATE OF CALIFORNIA

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MONTEREY PARK ON _____, _____, APPROVED THIS MAP.

_____ _____
VINCENT D. CHANG DATE
CITY CLERK-CITY OF MONTEREY PARK

CITY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY 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.

_____ _____
CITY TREASURER - CITY OF MONTEREY PARK DATE

SCALE 1" = 20'

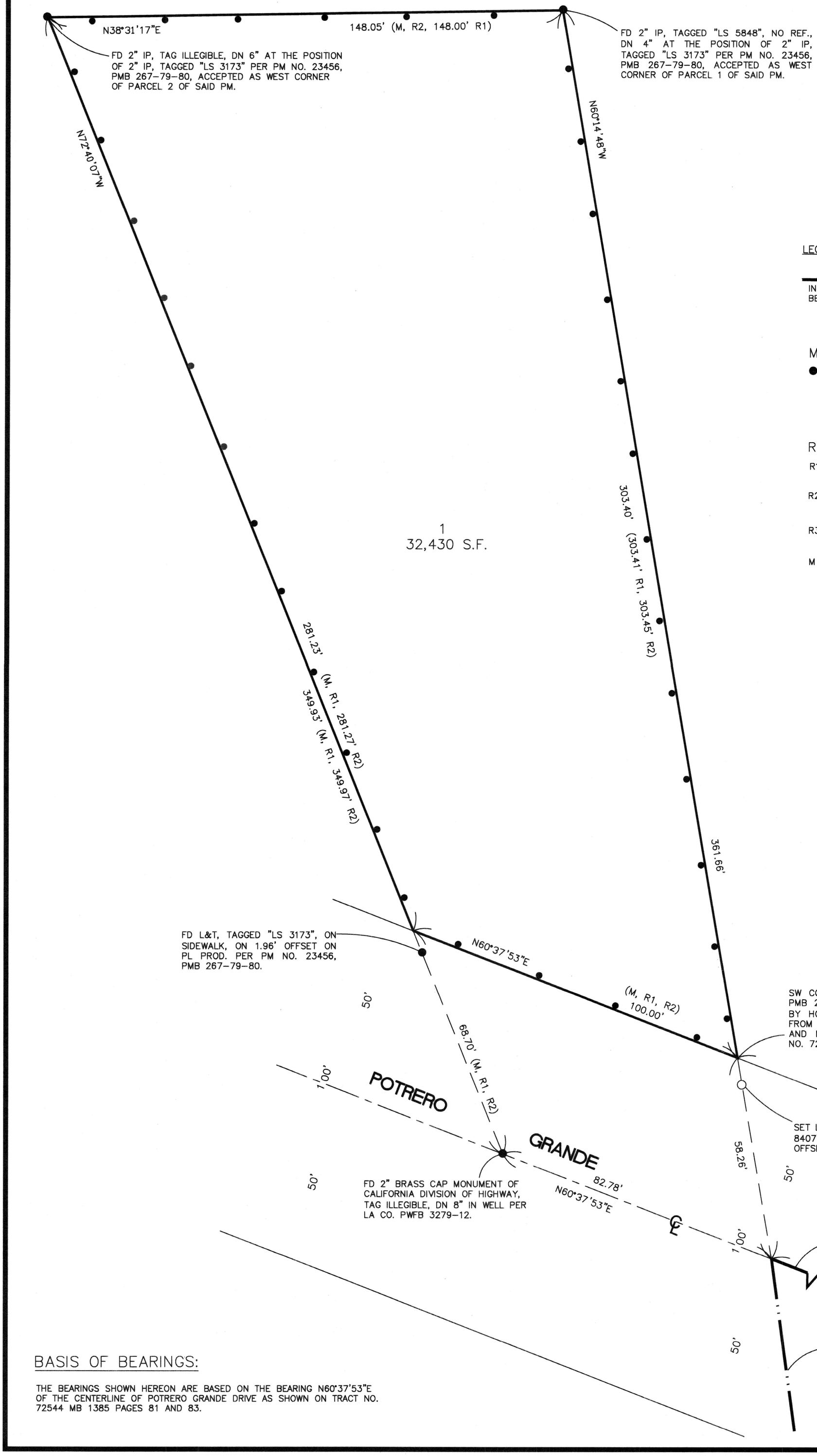
SHEET 2 OF 2 SHEETS

TRACT NO. 77195

IN THE CITY OF MONTEREY PARK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

JACK LEE, LS NO. 8407 CAL LAND ENGINEERING, INC. AUGUST 29, 2019



LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

MONUMENT NOTES:

● INDICATES FOUND MONUMENT AS NOTED

RECORD DATA:

R1 INDICATES RECORD DISTANCE PER PM NO. 23455 PMB 267-79-80

R2 INDICATES RECORD DISTANCE PER TRACT NO. 72544 MB 1385-81-83

R3 INDICATES RECORD DISTANCE PER LA CO. PWFB 3279-12 AND LA CO. PWFB 3279-15

M MEASURED DISTANCE

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N60°37'53"E OF THE CENTERLINE OF POTRERO GRANDE DRIVE AS SHOWN ON TRACT NO. 72544 MB 1385 PAGES 81 AND 83.

City Council Staff Report

DATE: March 17, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3F

TO: The Honorable Mayor and City Council

FROM: Frank A. Lopez, Interim Director of Public Works/City Engineer

SUBJECT: Award of contract to Rincon Consultants Inc., for consulting services to prepare the 2021-2029 Housing Element, update the Safety Element and establishment of the Environmental Justice Element of the General Plan and Environmental Review to fulfill the city's housing obligations.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an agreement, in a form approved by the City Attorney, with Rincon Consultants Inc., in the amount of $397,743; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park, along with all jurisdictions throughout the State, is mandated by California State Law to prepare a Housing Element update for State certification. The new Housing Element must be adopted and reviewed by HCD by October 15, 2021. The Housing Element is a part of the General Plan and includes goals, policies, and quantified objectives to further the development and preservation of housing. Funding is provided via two reimbursable grants that have been awarded to the city in the combined amount of $610,000 and fully fund the new Housing Element including updates to the city's Safety Element and establishes a newly mandated Environmental Justice Element.

BACKGROUND:

The City is required to update the Housing Element to comply with State Housing Law and to accommodate the City's new Regional Housing Needs Allocation ("RHNA") during the Sixth Cycle Housing Element Planning Period, extending from October 15, 2021 to October 15, 2029. The new Housing Element must be adopted and reviewed by the Department of Housing and Community Development (HCD) by October 15, 2021. The update will reassess the community's existing and projected housing needs, update existing, or set forth new policies and schedules in a cooperative effort that promote preservation, improvement and development of diverse types and costs of housing

throughout the City. Consideration of economic, environmental and fiscal factors will also be given priority during the reassessment.

Of the mandatory elements of the General Plan, the Housing Element is the most regulated and highly scrutinized element that requires specific analysis to meet statutory requirements regarding content and be updated every eight years. The City's Housing Element was last updated in 2014 for the planning period of July 1, 2014 June 30, 2021. The planning period for this Housing Element is from July 1, 2021 to June 30, 2029. The update must coply with new State statutes applicable to the Housing Element. The proposed update builds upon the existing Housing Element and through citizen participation and consultation with City staff and HCD, feasible housing goals, objectives, policies and programs must be developed.

Additionally, there have been a number of pieces of legislation approved over the past five years that require cities to update the Safety Element including adoption of an Environmental Justice Element or goals and policies as summarized below.

- SB 1035 requires a jurisdiction's safety element to be revised to identify new information on fire hazards, flood hazards, and climate adaptation and resiliency strategies applicable to the city and county that was not available during the previous revision of the safety element.
- SB 99 requires a local government to review and update the safety element during the next revision of the housing element (on or after January 1, 2020) to identify residential developments in hazard areas that do not have at least two emergency routes.
- Senate Bill 379. Climate Change Adaptation. SB 379 requires all cities and counties to include climate adaptation and resiliency strategies in the safety elements of their general plans beginning January 1, 2017. The bill requires the climate adaptation update to include a set of goals, policies, and objectives for their communities based on the vulnerability assessment, as well as implementation measures.
- SB 1000 amended Government Code Section 63502, requiring both cities and counties to incorporate environmental justice policies and programs into their general plan if two or more elements are being updated and/or revised concurrently, and if the jurisdiction identifies any disadvantaged communities present within the jurisdiction's planning area boundaries. Cities and counties can address environmental justice by either adopting a separate environmental justice element or by integrating environmental justice goals, policies, and objectives throughout other general plan elements.

The City sought proposals from several professional consulting firms to provide planning related services for the upcoming housing element cycle and to prepare the housing element update. Rincon Consultants, Inc. was only one of two firms that responded. The criteria used to evaluate the proposals was based upon costs for preparing the Housing Element update, required amendments and based upon the

comprehensive approach to completing the work tasks on an hourly and weekly basis. Staff also focused the ability of the firm to complete the required scope of work within the time frame allotted by HCD, which requires that the Housing element be certified by October 15, 2021.

Based on the proposal, capability to complete the work by the required HCD deadline of October 15, 2021 and staff familiarity with each of the firms, staff is recommending that the City Council award the contract to Rincon Consultants Inc.

Firm	Proposal Costs
Rincon Consultant's Inc.	$397,743
MIG	$453,000
National Community Renaissance (National Core)	No response

Optional Tasks:

As part of both proposals, staff sought proposal cost associated with several optional tasks including a comprehensive update to the City's Economic Development and Circulation Element of the General Plan and preparation of proposed amendments to the Monterey Park Municipal. Due to timing constraints and costs, staff will continue to evaluate these efforts and will bring back these items back for further review at a future time.

FISCAL IMPACT:

Increasing the availability of affordable homes statewide is critical to bettering the quality of life of all Californians and to ending homelessness. In the 2019-20 Budget Act, Governor Gavin Newsom allocated $250 million for all regions, cities, and counties to do their part by prioritizing planning activities that accelerate housing production to meet identified needs of every community. With this allocation, HCD established the Local Early Action Planning Grant Program (LEAP) with $119 million for cities and counties. LEAP provides one-time grant funding to cities and counties to update their planning documents (such as the Housing Element). This will implement process improvements that will facilitate the acceleration of housing production and help local governments prepare for their 6th cycle RHNA, much like the SB2 Planning Grants. The City has been awarded a combined $610,000 in SB2 and LEAP planning grant funds to fully cover the Housing Element Update and any necessary General Plan Amendments that will be required to maintain internal consistency (including Land Use Element, Safety Element, and Environmental Justice).

Respectfully prepared and submitted by:

Frank A. Lopez
Interim Director of Public Works /
City Engineer

Reviewed by:

Martha Garcia
Management Services Director

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:

1. Rincon Consultants Inc., Proposal
2. MIG Proposal

ATTACHMENT 1
Rincon Consultants Proposal,
dated February 15, 2021

Rincon Consultants, Inc.

250 East 1st Street, Suite 1400
Los Angeles, California 90012

213 788 4842 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

February 15, 2021
Project Number 21-10992

Attn: Jason Moquin, Planning Manager
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754

Subject: Proposal to Assist the City of Monterey Park with a Housing Element Update for the 2021-2029 Cycle and General Plan Update

Dear Mr. Moquin:

Rincon Consultants, Inc. is pleased to submit this proposal to the City of Monterey Park for assistance updating the Housing Element for the 2021-2029 Cycle. Rincon is enthusiastic about the opportunity to work with the City and we have assembled a team of highly skilled planning and housing professionals who combine extensive experience with both the technical and policy aspects of Housing Element Updates, General Plan requirements, knowledge of the California Environmental Quality Act (CEQA), and many years of experience working on similar projects throughout the State.

We are confident that the Rincon team will meet the needs of the City, and we welcome the opportunity to meet with you to further discuss our qualifications. Please do not hesitate to contact us if you have questions about this proposal or need additional information.

Sincerely,
Rincon Consultants, Inc.

Brenna Weatherby
Director, Environmental and Long-Range Planning
Email: bweatherby@rinconconsultants.com

Matt Maddox
Principal
Email: mmaddox@rinconconsultants.com

1 Scope of Work

Task 1 Project Management

Task 1.1 Kick Off Meeting and City Tour

Kickoff Meeting

Upon authorization to proceed, Rincon will facilitate a kickoff meeting with City of Monterey Park staff. The purpose of the kickoff meeting is to meet virtually to discuss data needs and initial community issues and opportunities, and to explain our proposed approaches to the various components of the work program. The Kick-off Meeting is envisioned as a three-hour event. During this meeting we will discuss:

- Ideas and expectations for the project;
- Refinements to the scope of work and schedule;
- City and consultant role responsibilities relative to the project;
- Operational and communication protocols, including review processes;
- Any relevant information not already transmitted; and
- The community engagement strategy to ensure a diverse range of community members and diverse organizations participate in the Housing Element Update process in a meaningful and impactful way.

City Tour

Given timing constraints and COVID-19 restrictions currently in place, Rincon does not believe that a city tour is possible at this time. In lieu of this tour, Rincon will conduct a desktop tour using mapping software such as Google Earth. Rincon will also dedicate approximately 1 hour of the kickoff meeting to a discussion of key underutilized, vacant, and opportunity areas that we will focus on as part of the Housing Element Update. We ask that staff be prepared with details on potential issue and opportunity sites, new growth areas, transportation corridors, commercial and industrial districts, and major city amenities and assets.

Assumptions

- Kick-off Meeting would be up to three hours in length
- City staff will identify potential issue and opportunity sites, new growth areas, key transportation corridors, commercial and industrial districts, and major city amenities and assets via map or tabular format
- Rincon will send a list of data needs prior to the kickoff meeting. We assume that the City will provide all requested data within one week of the kickoff meeting.

Deliverables

- Attendance at Kick-off Meeting.
- Desktop tour

- Initial data request

Task 1.2 Project Invoicing, Project Schedule and Bi-weekly Calls

Ms. Reema Shakra will serve as the main point of contact with the city and track the project schedule and budget to ensure that we stay within their respective parameters. As Project Manager, she will regularly communicate with the city via telephone and email and will proactively identify any potential issues that arise. If issues arise that may affect the project schedule or budget, Rincon will immediately communicate this to the city and determine a mutually-agreeable course of action for resolution. The Project Manager and the Principal in Charge will also help ensure quality control by reviewing all work products before they are sent to the city, to provide another level of quality control.

Within one week of the kickoff meeting Rincon will create a project schedule to be utilized throughout the life of the project. The schedule will highlight key milestones and work product delivery dates.

As part of this assignment, Ms. Shakra and another team member will participate in and/or conduct bi-weekly check-in conference calls with city staff, and pertinent consultant team members as needed, to review project statuses, milestones, and project needs and concerns. We have found such meetings to be essential in ensuring timely project execution. Through these regular check-in calls, we will proactively identify project issues, immediately bring those issues to the attention of city staff, identify potential solutions, and coordinate with city staff as to the best course of action. Topics at these meetings may include any aspect of the project, e.g. public outreach, housing inventory assessment, document preparation, and CEQA.

Deliverables

- Attendance at up to 48 bi-weekly calls, along with brief agendas and action items and assignments
- Microsoft Project Schedule

Task 2 Housing Element

Task 2.1 Housing Assessment and Needs Analysis

Review and Evaluation of Current Housing Element

As an initial task to the Housing Element update, and following the kickoff meeting, we will review and evaluate the 2013-2021 Housing Element. Specifically, we will:

- Discuss the effectiveness and continued appropriateness of current housing programs and policies
- Evaluate the City's progress in meeting current goals
- Identify any barriers to achieving identified goals
- Review compliance with new State laws
- Identify potential revisions to existing programs

The City's latest Housing Element Annual Progress Report (APR) will be a good starting point for this evaluation. In the interest of time, our findings will not be summarized, but will be noted as an internal checklist for use while preparing the Draft Housing Element.

Needs Analysis

The Rincon team will prepare a complete housing assessment and needs analysis consistent with State Housing Element law and HCD's Completeness Review Checklist. The Needs Analysis will be comprehensively updated with the most recent American Community Survey (ACS) and housing market data. The Needs Analysis will contain the topics listed below to satisfy Government Code Section 65583(a) requirements:

- **Demographics, Income, and Employment Trends.** This section includes information on the population growth trends, along with income distribution and employment trends.
- **Household Characteristics.** This section will also discuss household characteristics such as size, tenure, composition, and overcrowding conditions that may impact housing needs.
- **Housing Stock Characteristics.** This section will be an analysis of the condition of the existing housing stock as well as cost and affordability, including discussions on cost burden (overpayment).
- **Affirmatively Furthering Fair Housing.** This section will discuss new Housing Element law, which requires jurisdictions to examine barriers to fair housing and ensure housing programs are implemented in a manner to affirmatively further fair housing.
- **Residential Building Permit Activity.** This section will discuss residential building permit trends for single-family and multi-family products, building code regulations, fees, and permit and processing procedures. We will also analyze constraints on housing for persons with disabilities, as well as the city's current permitting procedures for emergency shelters, transitional and supportive housing, and single-room occupancy units.
- **Analysis of Special Housing Needs.** The Rincon team will update the analysis of housing needs for special needs populations, including senior households, persons with disabilities, large families, single female-headed households, low-and very-low-income households, and the homeless.
- **At-Risk Housing (Assisted Unit) Analysis.** This task will include an analysis of existing assisted housing developments that are eligible to change from low income housing to market rate over the next ten years (i.e., at-risk housing). This analysis will cover units that are deed-restricted as low income housing as a result of public assistance, density bonus requirements, and inclusionary housing program.

Deliverable

- None. Work to be incorporated into Draft Housing Element.

Task 2.2 Housing Parcel Identification Analysis

SCAG's RHNA Draft Allocation for Monterey Park for the 6th cycle is 5,245 units. Based on this allocation, the Housing Element update will require efforts to identify sites with sufficient capacity for the RHNA, taking into consideration the following adequate site requirements under new Housing Element laws:

- No net loss of capacity when sites are developed
- Continued ability to meet the RHNA by income group
- Stringent standards for assessing feasibility when reusing vacant and underutilized sites that have previously been included in the 5th cycle Housing Element
- Reliance on mixed use for lower income housing
- Ratio of vacant versus underutilized sites

- Demonstrated trends of development

A parcel-specific sites inventory will be developed and opportunities for lot consolidation will be identified. We will prepare an "adequate sites analysis" showing the relationship between the City's RHNA and the dwelling unit capacity, availability of potential housing sites based on zoning, infrastructure, and General Plan policies, requirements, and limitations.

AB 1397 (Adequate Sites) and SB 166 (No Net Loss) impose stringent requirements on the sites inventory for RHNA. Given the City's development pattern, it is anticipated that most sites identified in the sites inventory will have an existing use and improvements and will be smaller than one-half acre. These sites may also have been used in a previous housing element cycle. In order to include these sites in the sites inventory, additional justification is required and may need to include:

- Lot consolidation potential
- Feasibility of development on smaller sites
- Impediments for residential development on non-vacant sites
- Recent development on similar sites
- Substantial evidence the existing use is likely to be discontinued within the planning period

The Rincon team will work closely with staff and HCD to provide an expanded analysis of the sites inventory. This may include site visits and surveys and discussions with developers and property owners, which we have assumed will be conducted by city staff, if necessary.

Deliverables

- Draft Sites Inventory and Review of Sites for Suitability/Adequacy for RHNA
- Sites Inventory Justification Documentation

Task 2.3 Housing Constraints

The Rincon team will identify potential governmental and non-governmental constraints to housing production, including environmental and infrastructural constraints. This analysis will contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in Monterey Park. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints. New Housing Element laws also require the assessment of non-governmental constraints, including NIMBYism, lending practices, shortage of labor, and other economic factors. Where constraints exist, the Rincon team will identify and develop housing programs that can assist in the removal on constraints, where feasible. For each program, the Rincon team will identify potential funding sources, the lead agency or City division responsible for implementation, objectives, and timeframes.

Deliverable

- None. Work to be incorporated into Draft Housing Element.

Task 2.4 Quantified Objectives

Housing Resources and Opportunities

The Rincon team will compile a list of housing resources and opportunities for inclusion in the Draft Housing Element. The Housing Resources and Opportunities section will include a description of the City's 2021-2029 RHNA from SCAG. This analysis will examine the resources and opportunities available for the development, rehabilitation, and preservation of housing. It will include an inventory and analysis of the land resources (i.e., vacant and underutilized sites), as well as the financial and administrative resources available to support housing activities. This portion of the Housing Element will include details on:

- Units Approved, Built, or Under Construction
- Adequacy of Public Facilities and Services
- Inventory of Financial and Administrative Resources
- Energy Conservation Opportunities

Goals, Policies, and Implementing Programs

Based upon the analyses and research conducted in the previous tasks, the Rincon team will update the Housing Element. The updated Housing Element will include all required components under State law, along with relevant appendices. For each program included in the Housing Element, we will establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c).

We will review and revise, as appropriate, housing goals, policies, and quantified objectives regarding the production, conservation, maintenance, preservation, and improvement of housing. This update will reflect the current and projected market conditions, the City's specific challenges, and funding capacity to ensure the housing objectives are realistic. All goals, policies and programs will be incorporated into the Housing Element.

Administrative Draft Housing Element

We will prepare the Administrative Draft Housing Element based on analysis, research, and comments/discussions from the previous tasks. Our timeline and budget assume one round of review by City staff.

Public Review Draft Housing Element

We will incorporate staff comments to formulate the Public Review Draft to be reviewed by City decision makers prior to submitting to HCD for review. We will work with City staff to compile a list of stakeholders and agencies/organizations to receive notification of the availability of the Draft Housing Element.

Final Draft Housing Element

Following HCD review, the Rincon team will incorporate any comments to formulate the Final Housing Element prior to City Council adoption.

Assumptions

- The final version of the Housing Element will be provided as digital files, and no hard copies have been assumed.

Deliverables

- Administrative Draft of the Housing Element Update (electronic delivery)
- Public Review Draft of the Housing Element Update (electronic delivery)
- Final Adopted Housing Element Update (electronic delivery)
- All background and base data, including any GIS maps and digital data files

Task 2.5 HCD Certification

HCD review of the Draft Housing Element is mandatory. During the review, we will work to address all HCD comments and will communicate with HCD and facilitate review of the revisions via revised pages. All revisions made to the Draft Housing Element will be shown as tracked changes. The goal is to secure a Finding of Substantial Compliance on the Draft Element before proceeding to adoption. This way, final certification will be contingent upon adopting the Housing Element as revised and reviewed by HCD and the City would avoid adopting a Housing Element that does not completely meet HCD requirements and needing to repeat the review and adoption process again.

Throughout the HCD review process, the Rincon team will maintain contact with HCD staff via email and phone calls regarding the City's progress, key issues to be addressed, and alternative approaches to compliance. We have assumed up to four, 1-hour phone calls with HCD. After adoption, the Housing Element must be submitted to HCD for its final review within 90 days.

Deliverables

- Cover letter summarizing changes
- Final Housing Element for certification

Task 3 General Plan Consistency, Updates to the Land Use and Safety Elements, and Preparation of an Environmental Justice Element

Task 3.1 General Plan Consistency

Rincon will review relevant legislation that has passed since the City's last General Plan update and its applicability to Monterey Park. Analysis of relevant legislation and assessment of potential City document amendments will guide our recommendations regarding public engagement and review. We will prepare a General Plan Amendments Recommendations Memorandum detailing the findings of our legislative analysis and City planning document review and provide recommendations for amendments to the Land Use and Safety Elements in order to provide for consistency with the 2012-2029 Housing Element. In addition, Rincon will outline the legislative requirements and recommendations from the California Office of Planning and Research (OPR) concerning environmental justice.

Deliverable

- General Plan Amendments Recommendations Memorandum (electronic copy)

Task 3.2 Land Use Element Amendment

Upon approval of the General Plan Amendments Recommendations Memorandum, we will prepare an Administrative Draft of Land Use Element amendments found to be necessary. Based on the evaluation of the current General Plan, issues and opportunities identified as part of the legislative analysis, and in conjunction with the Housing Element Update, we will prepare revisions to existing goals, policies, and actions, as appropriate and propose new goals, policies, and actions, as appropriate. This effort will focus on refinements and updates to address key policy topics, new plans and trends, and new state mandates and guidelines. Rincon will also prepare land use map and Zoning Map amendments as required to implement the policies and programs set forth in the Housing Element Update.

We will strive to make the updated Land Use Element self-mitigating, working with City staff to craft policies and actions that address physical change and environmental issues. We will look at those policies and actions through a "CEQA lens" to determine the likely outcome of the Supplemental EIR impact evaluation process. Where we see likely gaps in effective mitigation of potential environmental effects, we will suggest strengthened or additional policies and actions. By taking this approach, we avoid surprises and minimize (or eliminate) additional mitigation measures from the CEQA process.

Rincon anticipates up to two (2) rounds of review of the Land Use Element amendments. Each draft will be submitted electronically (Word) only and we will respond to compiled, tracked changes from the City. The Land Use Element table of contents (including figures, tables, and charts), glossary, and index will be updated as appropriate to reflect changes made throughout the document. The final version of the Land Use Element will be provided as digital files (Word and PDF, and no hard copies have been assumed.

Deliverables

- One electronic copy of the Draft Land Use Element
- One electronic copy of the Public Review Draft Land Use Element
- One electronic copy of the Final Land Use Element

Task 3.3 Safety Element Amendment

There have been a number of pieces of legislation approved over the past five years that require cities to update Safety elements. This is a selection of key legislation:

- SB 1035 requires a jurisdiction's safety element to be revised to identify new information on fire hazards, flood hazards, and climate adaptation and resiliency strategies applicable to the city and county that was not available during the previous revision of the safety element.
- SB 99 requires a local government to review and update the safety element during the next revision of the housing element (on or after January 1, 2020) to identify residential developments in hazard areas that do not have at least two emergency routes.
- **Senate Bill 379. Climate Change Adaptation.** SB 379 requires all cities and counties to include climate adaptation and resiliency strategies in the safety elements of their general plans beginning January 1, 2017. The bill requires the climate adaptation update to include a set of goals, policies, and objectives for their communities based on the vulnerability assessment, as well as implementation measures.

Review and Evaluate Current Safety Element

Rincon will review and evaluate the current draft version of the Safety Element to determine its compliance with State law. Rincon will identify any necessary updates to the City's Safety Element to ensure that it complies with State regulations and maintains consistency with the updated Housing Element. Rincon assumes that Monterey Park has recently updated its Local Hazards Mitigation Plan (LHMP). To avoid duplication of research and analysis, our scope assumes that we will review the LHMP and integrate climate adaptation and resiliency strategies, as appropriate. If the LHMP needs to be updated, Rincon will prepare a scope of work and a budget estimate for the additional work.

Rincon will summarize existing natural and manmade hazards and how they will be affected by the existing climate crisis, utilizing data from local, regional, State, and federal resources. As part of this evaluation, Rincon will summarize the geological environment and associated hazards, including how these hazards will evolve over time as a result of climate change.

Vulnerability Assessment

To better understand the potential impacts and vulnerabilities to climate change hazards and meet the requirements of SB 379, Rincon will prepare a vulnerability analysis to begin defining future adaptation strategies for the general plan and other planning efforts. Rincon will complete a Vulnerability Assessment to identify the community assets that are most vulnerable to the potential impacts of climate change across key sectors, including infrastructure, buildings, natural systems, economic assets, and vulnerable populations. The Vulnerability Assessment will specifically detail the hazards that are associated with the various impacts of climate change in Monterey Park, the expected magnitude, identify and map key sectors and their assets exposed to climate hazards, and conduct a spatial and quantitative analysis of the sensitivity and adaptive capacity of each sector, evaluating the vulnerability of each consistent with the California Adaptation Planning Guide and in alignment with SB 379. This analysis will consider how future extreme events may stress vulnerable populations and assets past their ability to adapt and overcome climate-related challenges.

Evacuation Route Analysis

To best identify residential neighborhoods that have less than two evacuation routes, Rincon will meet with the City's emergency providers and planning department to facilitate the identification of roadways that serve as evacuation routes and residential neighborhood boundaries. Rincon will conduct a GIS mapping exercise to identify the location of neighborhoods, as applicable, that have less than two evacuation routes. Rincon will provide a map for inclusion in the Safety Element. If there are neighborhoods with less than two evacuation routes, Rincon will include policies and implementation programs to mitigate risk associated with limited evacuation options.

Draft and Final Safety Element Updates

Rincon will prepare updates to the Safety Element to maintain consistency amongst all General Plan Elements and address recent legislation highlighted above, Seismic Hazard Zones (i.e., Seismic Hazards Mapping Act of 1990 and the Alquist-Priolo Earthquake Fault Zoning Act of 1972) and soil strength properties. Rincon will describe major creeks, streams, and drainages, and will summarize the latest FEMA floodplain mapping to illustrate potential safety and development constraints. Rincon will summarize urban fire risks, fire hazard risk areas, and fire protection resources. Rincon will also summarize major users and producers of hazardous materials within or adjacent to Monterey Park.

Rincon anticipates up to two (2) rounds of review of the Safety Element amendments. Each draft will be submitted electronically (Word) only and we will respond to compiled, tracked changes from the City.

The Safety Element table of contents (including figures, tables, and charts), glossary, and index will be updated as appropriate to reflect changes made throughout the document. If required, Rincon will submit the Public Review Draft Safety Element to CALFIRE for review and facilitate the ongoing consultation with the agencies to ensure compliance with all State guidelines and requirements. The final version of the Safety Element will be provided as digital files (Word and PDF), and no hard copies have been assumed.

Assumptions

- City will provide digitized residential neighborhood boundaries and roadway network for the evacuation analysis

Deliverables

- Attendance at one meeting to discuss evacuation routes
- One electronic copy of Safety Element Update Recommendations Memo
- One electronic copy of the Draft Safety Element
- One electronic copy of the Public Review Draft Safety Element
- One electronic copy of the Final Safety Element

Task 3.4 Environmental Justice Element

Existing Conditions Analysis

Low-income communities along with communities of color are often disproportionately burdened with pollution and its associated health risks. In 2016, the State of California signed Senate Bill 1000 (SB 1000) into law, aiming to address inequitable distribution of pollution and its associated health risks specifically in low-income communities and communities of color. SB 1000 amended Government Code Section 63502, requiring both cities and counties to incorporate environmental justice policies and programs into their general plan if two or more elements are being updated and/or revised concurrently, and if the jurisdiction identifies any disadvantaged communities present within the jurisdiction's planning area boundaries. Cities and counties can address environmental justice by either adopting a separate environmental justice element or by integrating environmental justice goals, policies, and objectives throughout other general plan elements.

Rincon will work with the City to develop the most appropriate method to identify disadvantaged communities, which may involve social mapping tools such as CalEnviroScreen provided by the California Environmental Protection Agency (Cal EPA). This process will also involve the characterization of the major challenges that Monterey Park's disadvantaged communities face, such as adverse air quality caused by industrial activities or inadequate access to regional transportation. Rincon will then develop policies address issues that adversely disadvantaged communities.

Environmental Justice Element

The Environmental Justice Element will define and identify disadvantaged communities in Monterey Park, strive to understand the unique and disproportionate challenges faced by these communities, and guide the city's efforts to address issues related to social equity and environmental justice. In accordance with Senate Bill 1000, this element will address pollution exposure, provision of public

facilities, food access, residential safety and opportunities for physical activity. In addition, this element will offer goals and policies on promoting meaningful community engagement among disadvantaged communities and recommendations to improve existing programs that promote equity and inclusiveness in the decision-making process. As social equity and environmental justice are interconnected to many other components of the General Plan, policies developed for this element will be tied to those in other elements, such as the Land Use Element and Public Safety Element.

Rincon anticipates up to two (2) rounds of review of the Environmental Justice Element. Each draft will be submitted electronically (Word) only and we will respond to compiled, tracked changes from the City. The Environmental Justice Element table of contents (including figures, tables, and charts), glossary, and index will be updated as appropriate to reflect changes made throughout the document. The final version of the Environmental Justice Element will be provided as digital files (Word or InDesign), and no hard copies have been assumed.

Deliverables

- One electronic copy of the Draft Environmental Justice Element
- One electronic copy of the Public Review Draft Environmental Justice Element
- One electronic copy of the Final Environmental Justice Element

Optional Task 3.5 Circulation Element

Rincon will prepare the Circulation Element, with support from KOA Corporation (KOA). This element will include goals and policies that establish a balanced, multimodal approach to serve existing development, and accommodate anticipated growth pursuant to the General Plan Guidelines, Government Code Section 65302(b), SB 375, and the Complete Streets Act. Policies will also address multimodal circulation, complete streets, truck routes, neighborhood traffic calming, and parking. KOA will provide analysis and aid in policy development for the Circulation Element, determining trip generation potential associated with buildout of the General Plan, as well as identifying future improvements needed to serve the areas targeted for growth.

Deliverables

- One electronic copy of the Draft Circulation Element
- One electronic copy of the Public Review Draft Circulation Element
- One electronic copy of the Final Circulation Element

Optional Task 3.6 Economic Development Element

As an optional task, Rincon will prepare the Economic Development Element, with support from The Natelson-Dale Group (TDNG). It is our understanding that TNDG completed a market demand study in early 2019 to guide the General Plan update (GPU) process. TNDG would refresh the market study findings to reflect current conditions and trends (especially for demand changes that may result from COVID-19 impacts). The updated market demand numbers would support completion of the Land Use and Economic Development Elements.

The Economic Development Element will define Monterey Park's long-term economic vision, describe relationships with nearby economic generators, establishing strategies to retain and attract businesses by providing for more diverse coastal and non-coastal industries, maximizing growth potential of key

economic sectors, maintaining a sustainable jobs/housing balance, establishing priorities for community financing, and establishing economic incentives for development consistent with the vision and objectives of the General Plan. The Economic Development Element will include strategic recommendations to maximize the market attractiveness of residential zones, and recommendations to facilitate intensification of underutilized commercial properties.

Deliverables

- One electronic copy of the Draft Economic Development Element
- One electronic copy of the Public Review Draft Economic Development Element
- One electronic copy of the Economic Development Element

Optional Task 3.7 Municipal Code Amendments

Rezoning

Following preparation of the Administrative Draft Housing Element, Rincon will prepare a list of municipal code sections that will need to be amended to maintain consistency with updated Housing Element programs and identified Comprehensive Plan amendments. Changes to the municipal code will need to address the development of new residential zones or any re-zoning or upzoning that are required in order to accommodate the City's RHNA allocation. The list will prioritize changes to Title 21, *Zoning*, with those that would result in the most widespread housing development potential prioritized over changes that would not have as much impact.

Deliverable

- List of Impacted Code Sections

Draft Ordinance

The Rincon team will prepare draft ordinance language to reflect the required updates to the Monterey Park Municipal Code. This language will be reviewed by City Staff including the Planning Department, the City Attorney, and any desired City departments such as Building, Engineering, and Code Enforcement. Staff will be expected to provide their comments on the draft in Microsoft Word's "track changes" and provide a single set of consolidated comments. Rincon will then deliver the revised Draft Ordinance language to the City.

Deliverable

- Draft Ordinance Language

Task 4 Community Engagement

Task 4.1 Community Engagement Plan

Through our work in Monterey Park and updating Housing Elements for other cities, Rincon understands that public engagement will be critical for the success of the Housing Element Update. The Rincon team will kick off the community engagement effort by developing a Community Engagement Plan that will educate, inform, and gain meaningful input from a broad and diverse range of groups and populations in Monterey Park. Community engagement will focus on the community at-large, directly affected stakeholders including property owners, businesses, residents and interest groups, civic decision-makers, disenfranchised communities, and disadvantaged communities. The community engagement plan will be consistent with best practices and guidelines referenced in OPR's latest Environmental Justice Element guidance, as well as HCD housing element update guidance. The engagement effort will be designed to effectively build collaborative interest, identify common values and goals in the project direction given the diverse group of local stakeholders, and to bring new participants into the conversation. To best accomplish this, our team will provide options for community engagement as a part of the Community Engagement Plan. These may include stakeholder group interviews, community workshops, online community survey(s), interactive mapping, and a joint City Council/Planning Commission study session. Rincon has provided a budget allocation of $65,000 to support all work described herein, from which the City can determine the engagement tools and activities best suited for the project. The Community Engagement Plan will clearly identify consultant and city roles for all related engagement and notification activities.

> Interactive online exercises, educational and informational videos, GIS participatory mapping techniques, live webinars with Q&A sessions, and visual preference surveys are only a few options for expanded engagement opportunities.

Deliverable

- Community Engagement Plan

Task 5 Environmental Analysis

Task 5.1 Environmental Determination

Given timing constraints associated with the HCD's certification deadline of October 15, 2021 for municipalities in the SCAG jurisdiction, we anticipate that the environmental analysis required under the California Environmental Quality Act (CEQA) for the work described above will need to be completed in a two-step process:

1. A programmatic level analysis to address environmental impacts resulting from the policies and programs set forth by the Housing Element. We understand that an Environmental Impact Report (EIR) was prepared in 2019 as part of a Focused General Plan Update, however, the growth projections analyzed at that time are lower than the RHNA allocation set forth for the City. Therefore, we anticipate that preparation of an IS-MND will be the appropriate level of CEQA analysis for the Housing Element Update.
2. A programmatic level analysis to address the environmental impacts resulting from the Land Use and Safety Element amendments, Environmental Justice preparation, and any Zoning Code amendments required to address rezoning and/or upzoning needed to accommodate the RHNA.

Given the need to increase the City's 2040 growth projections, we believe that there is the potential for significant impacts. We anticipate that preparation of a Supplemental or Focused Environmental Impact Report (EIR) will be the appropriate level of CEQA analysis for this portion of the scope of work.

Per staff's request, we have included a scope of work for the first phase of the environmental analysis required under CEQA in this proposal. Phase 2 has been addressed below in Optional Task 5.7, and costs associated with this phase are presented as optional in the cost estimate provided as part of this proposal.

Deliverable

- None

Task 5.2 Draft of Environmental Analysis

Rincon will prepare an internal review (Administrative) Draft Initial Study (IS). Rincon will use the City's preferred format, which we anticipate will be the suggested checklist from Appendix G of the CEQA Guidelines. The Administrative Draft IS will address each of the items on the environmental checklist. As appropriate, impacts will be quantified and compared to adopted thresholds of significance. Rincon will submit an electronic copy of the Administrative Draft IS in PDF and Word format.

It is important to note that we do not anticipate the preparation of a stand-alone traffic impact report as land use changes are not forecast at this time. Any traffic impacts would have been anticipated and studied per the land uses proposed in the 2019 General Plan update. Rincon will need to retain the services of a traffic engineering firm to prepare a traffic impact report as part of the Supplemental EIR proposed in Optional Task 5.7. We anticipate using KOA for this work as it is likely that some of the work described in Optional Task 3.6 could be utilized to prepare the traffic impact report, resulting in time and cost savings.

Following a 45-day review period, we have assumed that one round of consolidated comments will be provided by the City. Rincon will respond to City comments on the Administrative Draft IS-MND and submit one electronic copy of the Public Review Draft IS-MND in PDF and Word format.

Deliverables

- Administrative Draft IS-MND (electronic delivery)
- Public Review Draft IS-MND (electronic delivery)

Task 5.3 Environmental Noticing, Outreach and Filing

Rincon will submit the IS-MND to the State Clearinghouse (SCH) for a 30-day public review via the online portal; submittal will include the IS-MND, SCH Summary Form, and SCH Notice of Completion, all in PDF format. Rincon will also post the document with the Los Angeles County Clerk's office, but have assumed that the City will arrange for posting in a local newspaper.

The City will be responsible for distributing the NOI and IS-MND to responsible agencies and other interested parties, as well as radius label and other noticing required under CEQA or City procedures. Rincon can advise the City on these requirements if needed.

Deliverables

- NOI, SCH Summary Form, and SCH Notice of Completion (electronic delivery in PDF and Word format)

Task 5.4 Final Draft of Environmental Analysis

Upon receipt of public comments on the Draft IS-MND, Rincon will prepare draft responses to comments for City review and prepare the Administrative Final IS-MND. Although CEQA does not technically require written responses to comments on MNDs, we recommend preparing written responses to show that comments have been "considered" as required by CEQA. Rincon will be responsible for distributing copies of the Responses to Comments to all public agencies who commented on the Draft IS-MND and have assumed a budget of $150 for reproduction costs and mailing associated with the distribution of Responses to Comments. If responses are delivered via email, this cost will not be billed.

We assume that two rounds of review of the Administrative Responses to Comments and Final MND will be required. Prior to or following IS-MND approval, we will provide a PDF of the Final IS-MND (including responses to comments) and up to eight bound hard copies.

The Final IS-MND will include a Mitigation Monitoring and Reporting Program (MMRP), which will be presented as a table listing all mitigation measures, indicating what monitoring actions are required, the department(s) and or agencies responsible for monitoring, and when monitoring is to occur.

Deliverables

- Administrative Final IS-MND (electronic delivery in PDF and Word format)
- Administrative Responses to Comments (electronic delivery in PDF and Word format)
- Mitigation Monitoring and Reporting Program (electronic delivery in PDF and Word format)
- Final MND (electronic delivery in PDF and Word format)

Task 5.5 SB 18 and AB 52 Compliance

Under Assembly Bill 52 (AB 52), the City of Monterey Park, as the CEQA lead agency, is required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the release of the CEQA document. Rincon will assist the City with consultation for AB 52 by providing the City with letter templates, checklists, and detailed instructions to ensure meaningful consultation with interested Native American groups can be completed in accordance with AB 52. We assume that the City will provide Rincon with a list of tribal groups to contact to satisfy AB 52. Rincon may request an AB 52 consultation list from the Native American Heritage Commission (NAHC) on behalf of the City, should the City choose to request such a list from the NAHC.

Rincon will assist the City with Native American government-to-government consultation in accordance with Senate Bill 18 (SB 18). SB 18 assistance will include preparation of an SB 18-specific SLF search request to the NAHC and letter templates, checklists, and detailed instructions to ensure meaningful consultation with interested Native American groups well as providing the City with a tracking sheet and instructions for successful SB 18 consultation. Native American contacts have 90 days to respond and request further consultation.

Rincon has also scoped for participation in up to 6 one-hour conference calls during the SB 18 and AB 52 process. Due to COVID-19, Rincon assumes no in-person meetings will take place. Rincon assumes that

the City will be responsible for scheduling meeting dates. Upon conclusion of SB 18 and AB 52 consultation, Rincon will prepare one technical memorandum documenting the results of consultation efforts to provide to the City.

Deliverables

- SB 18 and AB 52 Consultation/outreach package (electronic transmittal)

Task 5.6 NOD Filing

Prior to approval of the IS-MND, Rincon will prepare a draft Notice of Determination (NOD) and will revise the NOD per one round of consolidated comments. The preparation of the Final MND is addressed above in Subtask 3.6.4. Following adoption of the Final MND, Rincon will file the NOD and the Final MND with SCH and the Los Angeles County Clerk's office. The City will be responsible for the applicable administrative or California Department of Fish and Wildlife (CDFW) filing fees.

Deliverable

- Draft NOD form

Optional Task 5.7 Environmental Analysis for General Plan Update

We understand that Monterey Park would like to prepare a supplement to the 2030 Comprehensive Plan Update EIR, certified in 2017, rather than a subsequent or new EIR. In accordance with Section 15164 of the CEQA Guidelines, a lead agency may prepare a supplement to a previously certified EIR if some changes or additions are necessary, but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred. The conditions described in Section 15162, include the following:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
    a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
    b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
    c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
    d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the

environment, but the project proponents decline to adopt the mitigation measure or alternative.

Our approach in preparing the Supplemental EIR is to develop a user-friendly document that identifies potentially new CEQA impacts that need to be addressed, including Wildfire and Energy, and to address transportation impacts using Vehicle Miles Traveled (VMT) as a significance criterion replacing the traditional Level of Service (LOS) standard (requirement beginning in July of 2020).

The proposed project will be initially evaluated with the preparation of an Initial Study (IS) pursuant to the CEQA Guidelines Sections 15164 and 15162(a). To the greatest extent feasible, Rincon will utilize the analysis contained within the previously certified 2018 General Plan Update EIR as the basis for the supplemental analysis, allowing for the assessment of issue areas where there has been minimal change or where existing mitigation still addresses the potential impacts, thereby reducing costs for the city. The IS analysis will also include a comprehensive review of the certified EIR mitigation measures. The purpose of the IS will be to determine the extent to which the environmental impacts associated with the proposed Housing Element, General Plan, and Zoning Code updates were adequately addressed in the original EIR. This process will determine whether a Supplemental EIR is the appropriate document as assumed, and which CEQA environmental topics may need to be focused on for supplemental analysis.

Task 5.7.1 Environmental Assessments

In support of the project's CEQA compliance requirements, Rincon will conduct focused assessments of the following environmental topics of concern. The analyses described herein will be summarized in the corresponding IS and/or Supplemental EIR section and separate technical reports will not be prepared (except for the traffic impact analysis); however, technical memorandums will be prepared as appropriate for city staff review. All data used in the technical analyses will be included as appendices to the primary environmental document.

Air Quality

Rincon will conduct air quality analyses for the proposed project to determine if the predicted emissions during construction or operation of development envisioned under the Housing Element, General Plan, and Zoning Code updates would result in significant impacts beyond those assessed in the 2018 Comprehensive Plan Update EIR. Construction emissions estimates would be generated from generalized construction data (e.g., assumed duration of construction, phasing, amount of disturbed soil, types of equipment to be used, number of construction workers, etc.) developed in conjunction with the city. Mobile source emissions will be estimated based primarily on trip generation data from traffic reports prepared for the GPU. The California Emissions Estimator Model (CalEEMod) will be used to estimate emissions of criteria pollutants associated with the project. Rincon will use the California Department of Transportation's (Caltrans) Transportation Project-Level Carbon Monoxide Protocol methodology to determine if project traffic may result in local carbon monoxide hotspots. It is not anticipated a detailed hot spot analysis would be required.

The analysis will address the project's conformance with the Southern California Air Quality Management District Air Quality Strategy and/or the State Implementation Plan and whether the project would result in emissions that violate any air quality standard or contribute substantially to an existing or projected air quality violation. The analysis will also determine if the project will expose any sensitive receptors to substantial pollutant concentrations or create objectionable odors. It is assumed that traffic reports prepared for proposed plans will provide all necessary traffic information to complete an air quality analysis of mobile sources, but this will need to be confirmed during additional discussions with KOA. During preparation of primary environmental documentation, the air quality

analysis will be summarized in a section and a separate technical report will not be prepared. All data used in the analysis will be included as an appendix to the primary environmental document.

Cultural Resources Evaluation

Rincon will prepare a programmatic cultural resources analysis to address potential impacts to archaeological and historic built environment resources. The cultural resources analysis will review historic resources and archaeological resources within the potential housing locations and the potential impacts to those resources as a result of the project. The study will include research on the prehistory and history of Monterey Park, as well as a review of historic maps, aerial photographs and data included in the California Historic Resources Inventory. The programmatic analysis will be completed with enough detail to support the cultural resources section of the Supplemental EIR and to address potential impacts to cultural resources within the study areas. Rincon assumes that no fieldwork or project level analyses will be required. Rincon will also prepare the SB 18 and AB 52 consultations discussion as part of the Tribal Cultural Resources section of the Supplemental EIR. These consultations would need to occur in addition to the consultation described in Task 5.5. We assume that the city will be responsible for notifying and consulting with local tribes pursuant to SB 18 and AB 52 requirements, however, the consultation package suppled as part of Task 5.5 could be utilized in support of the Supplemental EIR as well. Rincon can assist with that process in accordance with our standard fee schedule and with written authorization to proceed; contingency funds may be used for such a request.

Rincon will discuss the existing geologic setting, determine the paleontological sensitivity of geologic units within the Plan area, identify potential impacts to paleontological resources from development within the Plan area, discuss significance thresholds, and propose mitigation to avoid or mitigate impacts to scientifically significant paleontological resources. To the extent possible, Rincon will incorporate information from existing environmental and planning documents that are applicable to the project. Therefore, no formal museum records search will be performed, and the analysis will consist of an online search of available fossil locality records, review of existing geologic maps, and a review of primary literature regarding fossiliferous geologic units within the Plan area and region. The analysis of paleontological resources will be incorporated into the Geology and Soils section of the EIR.

Greenhouse Gases

Rincon will conduct GHG analyses for proposed plans to determine if the predicted emissions during construction or operation of development proposed under Housing Element and General Plan Update would result in substantial increase in GHG emissions beyond those assessed in the 2018 FEIR. Projected construction emissions would be generated from construction data developed with the city as part of the air quality analysis scope. Mobile source emissions will be estimated based primarily on trip generation data from traffic reports for proposed plans. CalEEMod will be used to estimate GHG emissions associated with the proposed Housing Element, Comprehensive Plan, and Zoning Code updates.

The GHG analysis will address the project's conformance with the City of Monterey Park Climate Action Plan, including the city's Climate Action Plan Ordinances. During preparation of primary environmental documentation, the GHG analysis will be summarized in a section and a separate technical report will not be prepared. All data used in the analysis will be included as an appendix to the primary environmental document.

Noise and Vibration

Rincon will conduct an noise and vibration analysis to determine if the predicted noise levels during construction or operation of land uses under the proposed Housing Element, General Plan, and Zoning Code updates would exceed applicable city noise standards or result in impacts not already assessed in the 2018 FEIR. As part of the analysis, Rincon will perform long- and short-term field measurements at various potential housing sites within a plan area and at locations with receptors that may be affected by noise resulting from future developments and to document the existing noise environment.

The noise and vibration analysis will address potential construction-related noise and vibration impacts from typical construction scenarios and potential impacts or conflicts on, or due to, the location of future land uses associated with the proposed Housing Element, Comprehensive Plan, and Zoning Code updates. Project construction noise impacts would be generated from construction data (e.g., assumed duration of construction, phasing, types of equipment to be used, number of construction workers, etc.) developed in conjunction with the city. Construction traffic noise levels affecting existing land uses will be modeled to determine the potential traffic noise increases.

The analysis of long-term operational noise impacts associated with the future development will include noise increases generated by vehicle traffic on area roadways and noise from typical onsite noise sources, e.g. mechanical ventilation. Rincon will calculate traffic noise levels based existing, existing plus project, and cumulative plus project scenarios of forecasted traffic volumes as identified in traffic reports prepared proposed Housing Element, Comprehensive Plan, and Zoning Code updates. Rincon will use this information to determine if increases to roadway noise levels would adversely affect existing or future land uses along affected roadways. On-site noise sources will be evaluated based on typical requirements for mechanical ventilation based on building size and other published noise reference data for activities. During preparation of primary environmental documentation, the noise technical analysis will be summarized in a section and a separate technical report will not be prepared. All data used in the analysis will be included as an appendix to the primary environmental document.

Transportation/Traffic

KOA Consultants will prepare a traffic impact analysis to assess the effects of the Housing Element Update compared to the current General Plan Housing Element conditions. The effects of increased traffic due to housing density increase or rezoning at selected locations will be assessed. We have described general conditions that will be covered in the analysis, however, Rincon will provide a more detailed scope of work for this work under separate cover.

The evaluation of the Housing Element will be based upon the City's transportation policy. The City's CEQA transportation policies require an evaluation of potential impacts related to vehicle-miles traveled (VMT) criteria. In addition, the effects of the plan on travel mode split, the percentage of travelers using a particular type of mode of travel or number of trips, intersection levels of service and other performance measures evaluated in the existing General Plan will also be evaluated for informational purposes to better understand the transportation-related outcomes associated with the plan. However, the determination of project impacts per CEQA requirements will be based solely VMT.

The transportation analysis will consist of an evaluation of the effects of the housing development plan for Monterey Park on the citywide transportation system through the year 2029. The existing General Plan and its certified EIR included the planned development growth levels adopted in the General Plan. Therefore, this traffic analysis will utilize the General Plan land use data as the basis from which land use adjustments for the proposed General Plan are made. Furthermore, the Monterey Park travel forecasting model (TFM) used for the completion of the existing General Plan will be used for this traffic analysis.

Task 5.7.2 Notice of Preparation (NOP) and Scoping Meeting

Pursuant to CEQA Guidelines Section 15163(c), a Supplemental EIR shall be given the same kind of notice and public review as is given to a draft EIR under CEQA Guidelines Section 15087. The NOP is intended to alert other public agencies about the undertaking, and to solicit their input on the scope of the Draft Supplemental EIR. Rincon will submit a final PDF copy of the NOP to city staff for posting on its website and for distribution to public agencies. It is assumed that the city will distribute the NOP using the city's distribution list. Rincon will review and make suggestions regarding the list, as requested, and be responsible for filing the NOP with the Los Angeles County Clerk and State Clearinghouse/OPR. As required by CEQA, the NOP will circulate to responsible and trustee agencies for 30 days.

During the 30-day NOP review process, the team will assist the city with facilitating a public scoping meeting to inform the public on the environmental issues they should expect to see addressed in the EIR as well as gather public input. Rincon will make a brief presentation on the Housing Element, General Plan, and Zoning Code updates, and environmental review process, then record relevant public comments received. These comments will be summarized in the Supplemental EIR.

Task 5.7.3 Preparation of a 15162 Initial Study

The Initial Study will evaluate each of the CEQA environmental issue areas using a modified CEQA Appendix G environmental checklist in accordance with CEQA Guidelines Section 15162. Rincon will incorporate information from any relevant and available technical studies to assist in addressing checklist issues. Where appropriate, impacts will be quantified in relation to established thresholds of significance. A determination of significance will be made for each issue area and mitigation measures will be provided as necessary for identified significant effects. Although each topic will be discussed in appropriate detail in the IS, we anticipate that key issue areas for the project will include topics found to be potential significant in the 2018 EIR. These topics include air quality, greenhouse gas emissions, noise, and transportation. We will also assess potential impacts related to new CEQA topics including Energy and Wildfire.

Task 5.7.4 Administrative Draft Supplemental EIR

The supplement to a certified EIR only needs to contain the information necessary to make the previous EIR adequate for the project as revised. Therefore, the format of the Administrative Draft Supplemental EIR will follow that of a focused EIR, concentrating on only those topics found to require minor additions or changes as a result of the proposed Housing Element, General Plan, and Zoning Code updates. Our general report structure will include all the required sections of an EIR: Introduction; Executive Summary; Project Description and Environmental Setting; Analysis, Impacts, and Mitigation Measures; Alternatives Analysis; Cumulative Impacts; and Other CEQA Sections.

The number of impacts to be analyzed and the depth of analysis will be a function of the IS conclusions, responses to the NOP, and staff direction based on current needs, and those still adequately addressed by the current EIR. New potential impacts will be identified, and mitigation measures will be prepared or modified to reduce significant impacts to a less-than-significant level, when feasible. For each potentially significant impact identified, the team will develop, in coordination with city staff and the broader consultant team, General Plan goals and/or policies to avoid or reduce identified impacts as self-mitigating policies. New or modified mitigation measures will be developed only if self-mitigating policies are determined not feasible or reasonable.

The alternatives analysis will focus on reexamining the 2018 EIR alternatives and revise the alternatives and associated analysis only as necessary based on the changes from the Housing Element, General

Plan, and Zoning Code updates. Potential new alternatives would then be assessed as to their ability to reach the city's identified project objectives and if these alternatives would have additional or other impacts beyond the proposed project. As needed, an alternatives matrix will be developed to provide an easy way to compare each of the alternatives to one another and the project for each impact area.

Following internal city staff comments on the Administrative Draft Supplemental EIR (up to two rounds of review), the team will incorporate appropriate revisions to the Administrative Draft Supplemental EIR and prepare a Screencheck Draft Supplemental EIR for final internal review. All submissions of the Administrative Draft Supplement EIR will be provided in an editable, electronic Word format only. We assume all comments and revision requests will be submitted in a compiled and tracked changes Word format.

Task 5.7.5 Draft Supplemental EIR

Upon authorization from city staff, the team will prepare the Public Review Draft Supplemental EIR for public circulation and distribute the Draft Supplemental EIR to the State Clearinghouse, responsible agencies, and interested agencies, organizations, and persons as part of the 45-day public circulation and review period per CEQA regulations. Rincon will provide digital versions (PDF and Word) of the Supplemental EIR (including appendices) for city use.

Task 5.7.6 Final Supplemental EIR

Response to Comments

The team will prepare draft Responses to Comments. As part of preparing the responses, we will use the bi-weekly conference calls to discuss comment responses. Rincon assumes that no more than 72 hours of professional time will be required to respond to public comments on the Draft EIR. Following internal comments on the draft responses, the team will prepare the final Responses to Comments.

Mitigation Monitoring and Reporting Program

Concurrent with the Responses to Comments report, Rincon will prepare a Mitigation Monitoring and Reporting Plan to be included in the Final Supplemental EIR.

Final Supplemental EIR

The team will prepare the Final Supplemental EIR after receipt of all written comments received during the review period. The Final Supplemental EIR will consist of the comments, responses, and corrections to the Draft Supplemental EIR, if any are warranted and be subject to up two rounds of review. Rincon will prepare a Screencheck Final Supplemental EIR for one round of internal city staff review and confirmation. The city will be responsible for submitting the Notice of Determination (NOD) to the County Clerk per CEQA regulations. Rincon will provide digital versions (PDF and Word) of the Supplemental EIR (including appendices) for city use.

Pursuant to CEQA Guidelines Section 15163(e), when the City Council ultimately decides whether to approve the project, they will need to consider the 2018 EIR as revised by the Supplemental EIR. Findings under Section 15091 will need to be made for each significant effect shown in the 2018 EIR as revised. Our Scope of Work does not include assistance with the preparation of Findings of Fact, but this task can be added with written authorization of a change in scope and in accordance with our standard fee schedule.

Task 6 Hearings and Adoption

Task 6.1 Public Hearings

We have budgeted for participation in four public hearings on the project. Rincon team anticipates participation in two Planning Commission hearings and two City Council hearings, although this could change dependent upon the City's needs. For the public hearings, we will present the Housing Element and CEQA review findings and recommendations.

Task 6.2 Final Elements and State Certification

Following City Council adoption of the Housing Element, and then again following adoption of the General Plan elements, Rincon will make minimal, final adjustments estimated at a total of 20 hours of staff time. The final version of all documents will be provided as digital files, and no hard copies have been assumed.

2 Cost Estimate

Rincon will complete the work program described herein for a cost not to exceed **$397,743**. A breakdown of costs by task is shown in the table below. Rincon is available to start the work described herein within one week of receipt of an executed contract.

RINCON CONSULTANTS, INC.
Monterey Park Housing Element and General Plan Update

Cost Estimate

	Rincon Labor Classification →			Principal I	Director I	Supervisor I	Senior Professional II	Professional IV	Professional III	Professional II	Senior GIS Specialist	Technical Editor	Production Specialist	Clerical
Tasks	**Labor Cost**	**Direct Expense**	**Hours**	**$227**	**$227**	**$201**	**$180**	**$149**	**$134**	**$118**	**$144**	**$115**	**$91**	**$77**
Task 1: Community Engagement Plan														
Task 1.1 Kick Off Meeting and City Tour	$2,663		14		3	5	5							1
Task Subtotal	*$2,663*		*14*		*3*	*5*	*5*							*1*
Task 2: Housing Element														
Task 2.1 Housing Assessment and Needs Analysis														
Review and Evaluation of Current Housing Element	$4,692		30	2	4	6				18				
Needs Analysis	$20,166		138	2	26	10				100				
Task 2.2 Housing Parcel Identification Analysis	$28,968		200	2	18	24				110	46			
Task 2.3 Housing Constraints	$14,628		104	2	12	10				80				
Task 2.4 Quantified Objectives														
Housing Resources and Opportunities	$10,556		76	2	8	6				60				
Goals, Policies, and Implementing Programs	$12,242		80	2	10	18				50				
Administrative Draft Housing Element	$13,644		94	2	16	10				50		8	8	
Public Review Draft Housing Element	$8,008		54	2	6	10				30		4	2	
Final Draft Housing Element	$12,918		76	2	20	20				30			4	
Task 2.5 HCD Certification	$6,700		34		14	14				6				
Task Subtotal	*$132,522*		*886*	*18*	*134*	*128*				*534*	*46*	*12*	*14*	
Task 3: General Plan Updates														
Task 3.1 General Plan Consistency	$11,482		76	2	4		30			40				
Task 3.2 Land Use Element Amendment	$16,154		102	4	8	20			40		24	2	4	
Task 3.3 Safety Element Amendment														
Review and Evaluate Current Safety Element	$4,928		24	2	2	20								
Vulnerability Assessment	$10,443		69	4		15		20		30				
Evacuation Route Analysis	$3,162		18			10					8			
Draft and Final Safety Elements	$15,906		104	4		24			50		20	2	4	
Task 3.4 Environmental Justice Element														
Existing Conditions Analysis	$6,886		44	2		12			30					
Environmental Justice Element	$14,200		88	10		24			40		8	2	4	
Task Subtotal	*$83,161*		*525*	*28*	*14*	*125*	*30*	*20*	*160*	*70*	*60*	*6*	*12*	
Task 4: Community Engagement														
Task 4.1 Community Engagement Plan	$4,070		20	2	8		10							
Task 4.2 Community Engagement Budget Allocation	$65,000													
Task Subtotal	*$69,070*		*20*	*2*	*8*		*10*							
Task 5: Environmental Analysis														
Task 5.1 Environmental Determination	$830		4	1		3								
Task 5.2 Draft Environmental Analysis	$44,502		308	20		48	30			180	16	4	10	
Task 5.3 Environmental Noticing, Outreach and Filing	$7,926	$85	62	4		6				40			12	
Task 5.4 Final Draft of Environmental Analysis	$7,600	$150	56	4		8				40			4	
Task 5.5 SB 18 and AB 52 Compliance	$6,474	$200	40	6			16		12		2		2	2
Task 5.6 NOD Filing	$1,145	$85	9			1				8				
Task Subtotal	*$68,477*	*$520*	*479*	*35*		*66*	*46*		*12*	*268*	*18*	*4*	*28*	*2*
Task 6: Hearings and Adoption														
Task 6.1 Public Hearings (4 public hearings)	$6,316	$340	34	12		12				10				
Task 6.2 Final Elements and State Certification	$3,684		20	4		12							4	
Task Subtotal	*$10,000*	*$340*	*54*	*16*		*24*				*10*			*4*	
Task 7: Project Management														
Task 7.1 Project Management	$30,990		162	6	48	84								24
Task Subtotal	*$30,990*		*162*	*6*	*48*	*84*								*24*
Subtotal Cost	**$ 396,883**	**$ 860**	**$ 2,140**	**$ 23,835**	**$ 46,989**	**$ 86,832**	**$ 16,380**	**$ 2,980**	**$ 23,048**	**$ 104,076**	**$ 17,856**	**$ 2,530**	**$ 5,278**	**$ 2,079**

Direct Cost Detail

Vehicle Costs	$ 510
SB1/AB52 USPS Certified Mailing	$ 200
CEQA Noticing Costs	$ 150
Subtotal Additional Costs	**$ 860**

Summary

Professional Fees Subtotal	**$396,883**
Direct Costs Subtotal	**$860**
Total Project Budget	**$ 397,743**

Professional Services - are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, as long as the total contract price is not exceeded.

Annual Escalation – Standard rates subject to 3% escalation annually

Optional Tasks	Rincon Labor	Direct Costs												
Task 3.5 Circulation Element	**$52,488**	$40,000		6		20			40		8	2	4	
Task 3.6 Economic Development Element	**$52,488**	$40,000		6		20			40		8	2	4	
Task 3.7 Municipal Code Amendments	**$20,824**			10	8	14	58		26					
Task 3.7 Environmental Analysis for General Plan Update (Supplemental EIR)	**$205,072**	$32,000		74	60	120	180	50	280	240	42	30	30	8
Optional Task Budget	**$ 330,872**	**$ 112,000**												

ATTACHMENT 2
MIG Proposal, Dated December 22, 2020

MIG

memo pasadena

to **Jason Moquin, Interim Community Development Director**

from **Laura Stetson, Principal, and Lisa Brownfield, Director of Planning Services**

re **Housing Element Request**

date **12.22.20**

MIG appreciates the City's request for a scope of work/budget estimate for the preparation of a Housing Element, Safety Element, Environmental Justice Element, and optional Circulation Element and Economic Development Element. The annotated scope of work and budget estimate are provided to City of Monterey Park for initial discussion purposes only. MIG must refine the scope of work and budget to reflect additional City staff input.

As we discussed yesterday, MIG's contract for the General Plan Update (Land Use Element, Circulation Element, and Economic Development Element) expired on May 20, 20202 with $213,498.00 remaining in the budget. MIG and its subconsultants KOA Corporation and The Natelson Dale Group have been compensated for all work completed to date. When additional task or product requests were made by City staff, they were funded by the project with the understanding that a budget amendment would be required when Phase B was initiated. A contract extension was partially executed but not completed in June 2020. However, MIG understanding that a City policy stated contracts in effect would not expire due to COVID-19 impacts.

The General Plan Update project called for two planning and engagement phases or options. In Phase A, the Land Use Element, Title 21 Amendments, and the Environmental Review analysis and documentation would be conducted. Upon the Land Use Element's voter approval, Phase B would be initiated. Phase B includes the Circulation Element, Economic Development Element, and additional community engagement activities. The project has successfully completed Phase A. Note, that additional meetings, hearings, and products were requested during Phase A. Some of these requests were the result of the adopted Land Use Element being voted down by Monterey Park voters and the City staff requesting the Land Use Element be revised to an earlier draft, which was adopted by the City Council and approved by Monterey Park voters in 2020. The General Plan Update tasks and their status are listed in Table 1.

Table 1: Monterey Park General Plan Update Task and Status

PRODUCT/ACTIVITY	STATUS
Kick Off/Tour	Completed
Coordination Calls/Meetings/Project Management	Ongoing
GPAC	Phase A: Completed Phase B: Not Initiated
SB18 Consultation	Completed
Stakeholder Interviews	Phase A: Completed Phase B: Not Initiated
Website	Phase A: Completed Phase B: Not Initiated
Intercepts/Kiosks	Phase A: Completed Phase B: Not Initiated
Cherry Blossom Festival	Phase A: Completed
Survey	Completed
Community Workshop: Phase B	Not Initiated
Multimedia Campaign	
Committee/Commission Meetings: Phase B	Not Initiated
Review of Existing Materials	Completed
Traffic Study	Completed
Market Demand Study	Completed
Citywide Fiscal Impact Model	
Existing Conditions Atlas	Completed
Vision/Guiding Principles (Planning Charrette, Vision/Guiding Principles)	Completed
Land Use Alternatives (Scenario Planning, Study Sessions	Completed
Element Format and Structure	Completed
Admin Draft LUE	Completed
Admin Draft CE	Not Initiated
Admin Draft EDE	Not Initiated
Implementation Plan	Phase A: Completed Phase B: Not Initiated
Draft Elements for Public Review	LUE: Completed CE: Not Initiated EDE: Not Initiated
Title 21 Amendments	Completed
Program EIR	Completed
Planning Commission Hearings	Phase A: Completed Phase B: Not Initiated Note: Additional Planning Commission Hearings were requested and conducted.
City Council Hearings	Phase A: Completed Phase B: Not Initiated Note: Additional City Council Hearings were requested and conducted.
Final Elements	LUE: Completed CE: Not Initiated EDE: Not Initiated Note: Multiple final elements were requested and completed.
Additional VMT Analysis	Completed

The City requests MIG to outline a scope of work and preliminary estimate a budget to draft a Housing Element, Safety Element, Environmental Justice Element, and possibly a Circulation Element and an Economic Development Element; the associated environmental review documentation; and public hearing process. The scope of work annotated outline and preliminary budget estimate are shown in Attachment 1. The scope of work and budget estimate assume the following:

- MIG will initiate the Housing Element update in April 2021 with the aim to adopt the Element and approve the Mitigated Negative Declaration in January 2022.
- The adopted Land Use Element allows for an additional 3,600 housing units, approximately. Monterey Park's 6th Cycle RHNA is anticipated to be xx units. As such, the recently adopted Land Use Element will require revision to accommodate the 6th Cycle RHNA. MIG anticipates the Land Use Element amendment will run concurrently with the Housing Element update and will be included in the Housing Element's environmental review analysis and documentation.
- MIG assumes that density increases, minimum number of housing units in some land use designations, and nonresidential parcels redesignation to residential use will be considered and may be implemented in the Land Use Element revision/amendment.
- MIG has not included scope of work and budget estimate for a zoning code amendment.
- The Safety Element's update and the Environmental Justice Element's preparation will be initiated Summer 2021 and targeted for adoption in Spring 2022. If the Circulation Element and Economic Development options are executed, they will be prepared and adopted along with the Safety and Environmental Justice Elements.
- A second environmental review process will need to be conducted for the Safety, Environmental Justice, Circulation, and Economic Development Elements adoption. For this scope's purpose, MIG assumed a Negative Declaration or Mitigated Negative Declaration would be conducted. Upon further review, if an environmental document consistency analysis appropriate, MIG will provide the City with a revised recommendation.
- MIG anticipates assigning the Monterey Park updates to the original MIG staff team members. However, additional MIG staff may be assigned as technical expertise, budget, or scheduling requires.
- All documents and products will be transmitted to City staff for review electronically. City staff will compile all comments into a written comment document that uses Word's track changes features. One round of review is assumed.
- All meetings and workshops will be conducted by telephone or virtually using Zoom or similar platforms until public health agencies agree that "in-person "meetings and workshops, are safe to conduct in person.

Attachment 1: Annotated Scope of Work for Housing Element Update, Safety Element Update, Environmental Justice Element, Optional Circulation Element, Optional Economic Development Element, and Environmental Review

TASK 1: PROJECT COORDINATION AND MANAGEMENT $50,000

1.1 PROJECT KICK- OFF MEETING AND CITY TOUR

MIG will conduct a kick-off meeting with City staff to introduce the team, review key tasks and milestones, confirm key project team roles including tasks or task components best suited for completion by City staff, identify project management protocols, and establish product review procedures. The project scope will be refined based on our discussions.

1.2 PROGRESS MEETINGS AND COORDINATION

MIG will conduct regular progress meetings and project management throughout the project.

TASK 2: HOUSING ELEMENT $45,000

2.1 HOUSING ASSESSMENT AND NEEDS ANALYSIS

Government Code Section 65583 requires housing elements to review specific demographic, economic, and housing topics, as well as projected housing needs. We anticipate updating the Housing Needs Assessment with population and housing data based on the latest U.S. Census and three- and five-year estimates from the American Community Survey, and other up-to-date City data available related to existing housing units and recent development projects.

2.2 HOUSING PARCEL IDENTIFICATION ANALYSIS

MIG will prepare an “adequate sites analysis”, which will focus on site suitability for housing to address the RHNA. The Southern California Association of Governments (SCAG) draft 6th cycle RHNA plan proposes approximately 5,000 units for Monterey Park over the eight-year period.

2.3 HOUSING CONSTRAINTS

The Housing Constraints analysis identifies potential and actual governmental and nongovernmental (e.g., physical or financial) constraints to housing production including land use controls such as code requirements, permitting fees and permitting processes; physical/environmental constraints; infrastructure; financial; and market constraints.

2.4 QUANTIFIED OBJECTIVES

Based on the analysis completed in the above items and building on the existing Housing Element, we will craft a Housing Plan (8–year implementation plan) with goals, policies, and programs relative to the maintenance, preservation, improvement, and development of housing to cover this new planning period. MIG will also prepare a “Review of Past Performance” analysis that builds on the analysis of the previous Housing Element’s policy programs.

TASK 3: GENERAL PLAN CONSISTENCY, LAND USE ELEMENT, SAFETY ELEMENT, ENVIRONMENTAL JUSTICE ELEMENT, CIRCULATION ELEMENT, AND ECONOMIC DEVELOPMENT ELEMENT $183,000 ($90,000 for Consistency/LUE/SE/EJE; $68,000 for CE; $25,000 for EDE)

3.1 GENERAL PLAN CONSISTENCY

MIG will prepare the components of a draft Housing Element for the 2021-2029 planning period that address the requirements of State law. In preparing the Housing Element update, we will proactively identify issues, any inconsistencies with other General Plan elements, immediately bring those issues to the attention of City staff, identify potential solutions, and coordinate with City staff as to the best course of action.

3.2 LAND USE ELEMENT AMENDMENT

The recently adopted Land Use Element has a net housing growth of approximately 3,600 units. Monterey Park's 6th Cycle estimated RHNA is 5,000 housing units. As such, MIG anticipates the Land Use Element will require amendment to accommodate the additional housing units. This amendment will be focused and concentrate on the provision of new housing unit capacity, including but not limited to increased density and redesignation of nonresidential sites for residential use.

3.3 SAFETY ELEMENT AMENDMENT

SB 1241 requires that the Safety Element, upon the next revision of the Housing Element on or after January 1, 2014, to be reviewed and updated as necessary to address the risk of fire in State responsibility areas and very high fire hazard severity zones. SB 99 requires an analysis of residential developments without two emergency evacuation routes. We have included an allowance to complete this analysis since Monterey Park is a built-out community and well served by public roads. SB 379 requires that, upon the next revision of a Local Hazard Mitigation Plan (LHMP) on or after January 1, 2017, or on or before January 1, 2022, if a jurisdiction has not adopted a LHMP, the Safety Element (and other elements as needed) must be updated to address climate adaptation and resiliency strategies. This scope of work assumes Monterey Park has recently updated its LHMP. To avoid duplication of research and analysis, our scope assumes that we will review the LHMP and integrate climate adaptation and resiliency strategies, as appropriate. If the LHMP needs to be updated, MIG will prepare a scope of work and a budget estimate for the additional work. The Safety Element update will prepare and revise policy to address recent State law changes; additional revisions can be provided as requested and would include a budget and schedule amendment.

MIG will conduct a vulnerability assessment matrix that identifies the risks that climate change poses to Monterey Park and the geographic areas at risk from climate change impacts. In addition to the existing Safety Element, MIG will review available information from:

- Cal-Adapt tool and California Adaptation Planning Guide
- Types of assets, resources, and populations that will be sensitive to various climate change exposure

» Historical data on natural events and hazards, including locally prepared maps of areas subject to
previous risk, areas that are vulnerable, and sites that have been repeatedly damaged
» Existing and planned development in identified at-risk areas, including structures, roads, utilities, and essential public facilities
» Federal, state, regional, and local agencies with responsibility for the protection of public health and safety and the environment, including special districts and local offices of emergency services.

3.4 ENVIRONMENTAL JUSTICE ELEMENT

3.4.1 EXISTING CONDITIONS ANALYSIS

When two more elements are revised concurrently, per SB 1000, the City must address Environmental Justice as part of the General Plan if the City has areas defined as Disadvantaged Communities. The City is required to either adopt a new element or integrate environmental justice policies and goals into the elements of the General Plan "upon the adoption or next revision of two or more elements concurrently" (Government Code Section 65302[h][2]). This task anticipates that with the update to the Land Use Element, Safety Element, and Housing Element, an Environmental Justice Element will be required.

MIG will conduct a comprehensive analysis regarding environmental pollution exposure. Using CalEnviroScreen 3.0 and other available resources. We will research the social, economic, and pollution data sets. We will review other environmental and health databases and resources to identify indicators measuring city-wide inclusivity and equity, as well as underlying socio-economic variables including home purchasing power, unemployment rate, educational attainment, and poverty levels. The background information will be consolidated into a memorandum with a text summary and map information. The memorandum will be submitted electronically to the City for staff review.

3.4.2 ENVIRONMENTAL JUSTICE ELEMENT

Based on our current work on environmental justice elements, we know that the State of California Department of Justice has taken on an interest in reviewing jurisdictions that are required to address environmental justice and scrutinize the process involving their preparation. We anticipate that policy will focus on strategies to reduce pollution exposure and environmental burdens affecting low-income and minority populations, together with improving air quality and minimizing impacts on sensitive population groups. We will also look at collaborative policies (e.g., coordination and funding agreements with other public agencies) to encourage greater access to education and job skills training at all age levels. Goals and polices will address the full range of environmental justice issues of relevance to Monterey Park, cross referencing as appropriate environmental justice concerns that may already be addressed in other General Plan elements.

3.5 OPTIONAL CIRCULATION ELEMENT

KOA Corporation will update the environmental technical sections (LOA and VMT). The Element will address multiple forms of transportation and will comply with State law regarding complete streets, active transportation, and alternative vehicle system

3.6 OPTIONAL ECONOMIC DEVELOPMENT ELEMENT

The Natelson Dale Group, Inc. (TNDG) would lead the following tasks for the optional Economic Development Element.

3.6.1 MARKET STUDY "REFRESHER"

TNDG completed a market demand study in early 2019 to guide the General Plan update (GPU) process. TNDG would refresh the market study findings to reflect current conditions and trends (especially for demand changes that may result from COVID-19 impacts). The updated market demand numbers would support completion of the Land Use and Economic Development Elements.

3.6.2 ECONOMIC DEVELOPMENT ELMENT

The Economic Development Element will address the City's development, business retention/expansion/attraction, and fiscal stability goals. The Economic Development Element will include the following components:

- The City's goals, policies, and objectives for Economic Development, presented in a format consistent with other elements of the Plan.
- A summary of the issues and opportunities identified during the market and fiscal analyses. This summary will include the identification of key factors that should drive the formulation of an updated land use plan (e.g., how much land should be allocated for various types of commercial and industrial development)
- Specific strategies for attracting targeted land uses (e.g., retail, hotels, etc.).

3.4 ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ELEMENTS

MIG will prepare Administrative Draft Housing Element, Land Use Element, Safety Element Update, Environmental Justice Elements, and if selected, Circulation Element and Economic Development Element. We will work within the format of the current Elements, updating text and graphics as needed. Our scope assumes the City will provide MIG with an editable version of the document. The Elements will be submitted electronically to City staff for review and comment. Upon receipt of a single comment document prepared using the Word Track Changes tool, MIG will revise the Administrative Draft Elements to create the Public Review Draft Elements. MIG will submit the Public Review Draft Housing Element to HCD and the Public Review Draft Safety Element to CALFIRE for review and facilitate the ongoing consultation with the agencies to ensure compliance with all State guidelines and requirements.

TASK 4: COMMUNITY ENGAGEMENT (allowance) **$50,000**

4.1 PUBLIC ENGAGEMENT PLAN and PUBLIC ENGAGEMENT BUDGET

MIG will prepare an outreach program "Public Engagement Plan" (PEP) that identifies all engagement methods to be used, the schedule of events, specific groups to be contacted, and the activities planned to solicit input. In particular, community outreach will seek out and consider the viewpoints of hard-to-reach groups such as communities of color, low- and moderate-income residents, seniors, youth, limited-English proficient individuals, and people with disabilities. We anticipate that the identified disadvantaged community areas will have concentrations of these demographic groups, as Environmental Justice Element efforts should conduct engagement events specific to the preparation of the Environmental Justice Element. Department of Justice and the Attorney General will recommend the Environmental Justice Element workshop be in the Disadvantaged Community.

The methods of engagement, to be selected by City staff, may include stakeholder group interviews, community workshops, online community survey (aligned with workshop content), joint City Council/Planning Commission study session, etc. MIG will provide a budget allocation for the engagement program, from which the City and MIG can determine the engagement tools best suited to the Elements update.

TASK 5: ENVIRONMENTAL ANALYSIS **$90,000**

5.1 ENVIRONMENTAL DETERMINATION

Adoption of the updated Elements and the Environmental Justice Element are considered a "project" under CEQA and thus subject to CEQA review. Because the Elements represent a policy document that does not specifically authorize any construction project, MIG's environmental team will conduct program-level analysis. The following subtasks assumes that either a Negative Declaration (ND) or Mitigated Negative Declaration (MND) can be adopted. However, if the City would move forward with land use or zoning changes to address the Housing Element RHNA, a Supplemental Environmental Impact Report (EIR) may be necessary to cover not only the Housing, Safety, and Environmental Justice Elements but any associated General Plan land use and/or zoning changes necessary to satisfy the City's 2021-2029 RHNA.

If the adoption process for the Housing, Land Use, Safety, Environmental Justice, Circulation, and Economic Development Elements becomes bifurcated and the environmental analysis needs to be conducted twice – once for the Housing Element and Land Use Element and a second time for all other elements, the costs and schedule will be adjusted accordingly.

5.2 DRAFT OF ENVIRONMENTAL ANALYSIS

MIG will use the CEQA Guidelines Appendix G Standard Environmental Checklist for the Initial Study (IS) evaluation. MIG will provide thorough and comprehensive answers to each IS Checklist question, which will be supported by tables, figures, maps, and graphics, as

appropriate. Source information will be referenced. The anticipated IS/(M)ND content is as follows:

- » Draft (Mitigated) Negative Declaration – MIG will draft the (M)ND and present the CEQA findings contained in the document.
- » Introduction – MIG will describe the purpose and organization of the IS/(M)ND and the need for the IS pursuant to CEQA Guidelines. The intent is to provide the CEQA lead agency and public with detailed information about the project's environmental effects and any measures required to mitigate potentially significant impacts, if any.
- » Existing Conditions and Project Description – This section will describe the programmatic nature of the element and current conditions (baseline for environmental analysis).
- » CEQA Checklist Issue Areas – MIG will describe physical changes to the environment that could result from construction and operation of the project by answering the questions in the Environmental Checklist. We will prepare thorough, documented responses to all questions in the checklist.
- » Report Preparers: The document will list the various persons or organizations consulted and report preparers and their associated affiliations.
- » Appendices: The appendices will include any relevant technical information, including but not limited to air quality calculations and cultural resource literature search results.

MIG will prepare the complete a Screencheck draft IS/ (M)ND for City staff review. City staff will provide all comments in a single track-changes version of the document. Following receipt of City comments, MIG will prepare a Screencheck document that incorporates the comments. MIG will then submit the Screencheck draft for final review and comment. Upon approval of the Screencheck document, MIG will prepare a Public Draft IS/(M)ND as well as the CEQA Notice of Intent (NOI) to adopt a Negative Declaration. MIG assumes the IS/(M)ND will not be subject to City Attorney review. If City Attorney review is required, additional budget will be necessitated to address attorney comments.

5.3 ENVIRONMENTAL NOTICING, OUTREACH AND FILING

MIG will be responsible for all required outreach, noticing, and the filing of the NOI with the County Clerk and for the public notice distribution and posting in local newspapers. The City will be responsible for the Clerk's filing fees and the newspaper's public noticing fees.

MIG will provide the NOI and IS/(M)ND to the State Clearinghouse for State agency review. This is required since HCD is the responsible agency.

5.4 FINAL DRAFT OF ENVIRONMENTAL ANALYSIS

Following conclusion of the 30-day CEQA public review period and receipt of all oral and written comments on the IS/(M)ND from the public and responsible agencies, MIG will prepare a summary comment and response document. This is not required by CEQA, but we believe providing short,

succinct responses will provide full information to decision-makers during the hearing process. The summary comment and response document will be submitted to the City staff for review. Upon receipt of comments (provided in a single track changes document), MIG will finalize the document for public hearings.

5.5 SB18 AND AB52 COMPLIANCE

MIG will provide administrative and consultation services in support of Senate Bill 18 (SB 18) and Assembly Bill 52 (AB 52) Native American Consultation. These services are performed under the guidance and direction of the City of Monterey Park, which will comprise the following six-step process:

- Prepare tribal notification letter(s)
- Mail and document tribal notification letter(s)
- Create and update (as needed) SB 18 and AB 52 compliance checklist
- Forward tribal requests and scheduling for Government-to-Government consultation to the City
- Prepare and mail tribal notifications for the public hearing process
- Compile the administrative record that documents SB 18 and AB 52 Compliance

MIG will perform the six-step process, however, the City will facilitate the consultation meetings and capture Tribal input for inclusion in the project's administrative record, as required by law.

5.6 NOD FILING

Within five working days of the City approval of the project and certification of the IS/(M)ND, MIG will provide a Notice of Determination (NOD) to the City. Following the City's approval of the NOD, MIG will file it with the Los Angeles County Clerk's Office and the State Clearinghouse. At the time of the filing, fees will need to be provided by the City pursuant to the State of California Fish and Game Code Section 713. This fee is not included in our proposal.

TASK 6: HEARINGS AND ADOPTION $20,000

6.1 PUBLIC HEARINGS

MIG anticipates two public hearing processes. The first public hearing process will be conducted for the review and adoption of the Housing Element and Land Use Element. The second public hearing process will be conducted for the review and adoption of the Safety Element, Environmental Justice Element, Circulation Element, and Economic Development Element.

For both adoption public hearing and adoption processes, comments from the Planning Commission will be captured in a public hearings matrix to be reviewed with City staff and provided to the City Council for its consideration. MIG will review all City prepared staff reports, exhibits, and presentations for the Planning Commission and City Council. City staff shall provide adequate time for such review to adhere to the overall agreed upon schedule. MIG will assist City

staff with the presentations to the Planning Commission and City Council. We have budgeted for two public hearings at each of the Planning Commission and City Council levels of review. One MIG team member will attend each hearing.

6.3 FINAL ELEMENTS AND STATE CERTIFICATION

During the public hearing process, City Council may direct revisions to the elements. Following the final City Council hearing, we will make the directed revisions and create the Final Elements. Because the extent of the revisions cannot be known at this time, MIG will provide an allowance that assumes revisions will be minor (since both bodies will have reviewed the element during the study session and our prior experience with such documents).

Following adoption of the Housing Element by the City Council, and the preparation of the Final Housing Element, MIG will transmit the Housing Element for certification review. We will work closely with City staff to ensure that schedules are maintained to meet State deadlines and requirements. HCD can review the Housing Element for up to 90 days—once the Council has adopted it—to ensure the adopted element complies with the provisional certification letter previously issued. During this time, MIG will be available to respond to any specific concerns HCD may have. As necessary, we will provide HCD with any requested supplemental data or information on proposed programs, policies, and strategies to meet the RHNA and otherwise comply with State law. As we cannot fully anticipate the depth and scope of comments HCD will offer nor the time required to address questions or comments, we will use the provided HCD coordination allowance in the program budget. If additional effort is required beyond this allowance, we will bill for additional work on a reimbursable basis with prior authorization from the City.

DIRECT COSTS, ADMINISTRATIVE COSTS	**$15,000**
TOTAL BUDGET ESTIMATE FOR DISCUSSION PURPOSES	**$453,000**

City Council Staff Report

DATE: March 17, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3G

TO: The Honorable Mayor and City Council

FROM: Frank A. Lopez, Interim Director of Public Works/City Engineer

SUBJECT: Highway Safety Improvement Program (HSIP) Cycle 9

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution authorizing the City Manager, or designee, to apply for, receive, and appropriate $537,200 in Highway Safety Improvement Program (HSIP) funds for Garfield Avenue Traffic Signal Improvements; and
2. 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:

The City of Monterey Park was awarded $537,200 federal funds with no local match required. This funding amount includes all phases of the project including preliminary engineering, construction and construction engineering. Staff recommends that the City Council authorize the City Manager to accept and appropriate funds received from Caltrans for Highway Safety Improvement Program (HSIP) Cycle 9 for Garfield Avenue Traffic Signal Improvements. There is no fiscal impact to the General Fund.

BACKGROUND:

On April 30, 2018, the Caltrans Division of Local Assistance announced the Cycle 9 Call for Projects for the HSIP. In HSIP Cycle 9 Call for Projects, 351 applications have been received requesting $418 million of federal HSIP funds. On December 12, 2018, the project selection results were released. 221 projects, totaling $182 million in federal HSIP funds, were selected for funding.

In August 2018, the City submitted a grant application to be considered as part of HSIP Cycle 9 Program. The application included traffic signal improvements including installation of traffic signal hardware (lenses, backplates with retroreflective borders, mounting) and installation of pedestrian countdown signal heads and related improvements at all signalized intersections on Garfield Avenue between south city limit and north city limit.

The City was awarded $537,200 in HSIP funds with no local match required. This funding amount includes all phases of the project including preliminary engineering, construction and construction engineering.

FISCAL IMPACT:
There is no impact to the General Fund. A budget appropriation of $537,200 in HSIP funds (Fund 246) is recommended. There is no local match required for this project.

Respectfully submitted by:

Frank A. Lopez
Interim Director of Public Works /
City Engineer

Prepared by:

Bonnie Tam
Principal Management Analyst

Reviewed by:

Martha Garcia
Management Services Director

Reviewed by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT(S):
1. Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO RECEIVE AND APPROPRIATE $537,200 IN HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 9 FUNDS IN FISCAL YEAR (FY) FY 2020-21 FOR GARFIELD AVENUE TRAFFIC SIGNAL IMPROVEMENTS

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

SECTION 1: The City Council finds as follows:

A. The City submitted a grant application in August 2018 to be considered as part of the Highway Safety Improvement Program, Cycle 9. The application included traffic signal improvements including installation of traffic signal hardware (lenses, backplates with retroreflective borders, mounting) and installation of pedestrian countdown signal heads and related improvements at all signalized intersections on Garfield Avenue between the south city limit and north city limit. The application was in the amount of $537,200.

B. The City was awarded $537,200 in Highway Safety Improvement Program funds with no local match required. This funding amount includes all phases of the project including preliminary engineering, construction and construction engineering.

SECTION 2: The City Manager, or designee, is authorized to execute any required documents to receive the grant from Caltrans Highway Safety Improvement Program (HSIP) for the purposes identified herein.

SECTION 3: The City Manager, or designee, is authorized to accept and spend the grant monies identified in this Resolution for the purposes set forth herein.

SECTION 4: The City Council amends or supplements the City's Budget for fiscal year 2020-2021 to appropriate the monies identified by this Resolution to pay for the proposed budget by the City in support of its grant application. The City Manager, or designee, is authorized to implement the purpose of 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 her 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.

PASSED AND ADOPTED this ___ day of _____, 2021.

_____
Yvonne Yiu, Mayor

Attest:

_____
Vincent D. Chang, City Clerk

Approved as to Form:

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: March 17, 2021

AGENDA ITEM NO: Public Hearing
Agenda Item 4A

TO: The Honorable Mayor and Members of the City Council

FROM: Frank A. Lopez, Interim Director of Public Works/City Engineer/City Planner

SUBJECT: A Public Hearing to introduce and consider an ordinance approving a Development Agreement (DA-20-01) by and between the City of Monterey Park and BR Caster Corp. to facilitate development of a structure for self-storage units; to activate the Business Recovery Development Agreement Zone ("BRDZ") in Monterey Park Municipal Code Chapter 21.45; and to amend the zone map.

RECOMMENDATION:

It is recommended that the City Council consider:

(1) Opening the public hearing;
(2) Receiving documentary and testimonial evidence;
(3) Closing the public hearing;
(4) Introducing and waiving first reading of an ordinance adopting DA-20-01. Second reading and adoption would occur on April 7, 2021. The DA would become effective May 7, 2021; and
(5) Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

This matter was previously considered at a public hearing conducted on February 17, 2021. A copy of the staff report from that meeting is attached for reference (without its attachments).

Second reading and adoption was scheduled for March 3, 2021. Through inadvertence, the item did not get placed onto that agenda; ordinances may only be adopted at a regular meeting.

When the issue was identified on March 1st, there was insufficient time (agendas must be posted 72 hours in advance of a regular meeting) to amend the already posted agenda. Accordingly, this matter must be again considered for introduction and first reading.

Other than changing the dates in the draft documents, there are no other changes from the February 17, 2021 meeting.

Respectfully submitted by:

Frank A. Lopez
Interim Director of Public Works /
City Engineer / City Planner

Prepared by:

Jason Moquin
Planning Manager

Reviewed by:

Karl H. Berger
City Attorney

Reviewed by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

ATTACHMENTS:

Attachment 1: February 17, 2021 Staff Report (without attachments)
Attachment 2: Draft Ordinance, Development Agreement, and Exhibits

ATTACHMENT 1

February 17, 2021 Staff Report (without attachments)

City Council Staff Report

DATE: February 17, 2021

AGENDA ITEM NO: Public Hearing
Agenda Item 4-A

TO: The Honorable Mayor and Members of the City Council

FROM: Frank A. Lopez, Interim Director of Public Works/City Engineer/City Planner

SUBJECT: A Public Hearing to consider an ordinance approving a Development Agreement (DA-20-01) by and between the City of Monterey Park and BR Caster Corp. to facilitate development of a structure for self-storage units; to activate the Business Recovery Development Agreement Zone ("brdz") in Monterey Park Municipal Code Chapter 21.45; and to amend the zone map.

RECOMMENDATION:

It is recommended that the City Council consider:

(1) Opening the public hearing continued from February 3, 2021;
(2) Receiving documentary and testimonial evidence;
(3) Closing the public hearing;
(4) Introducing and waiving first reading of an ordinance adopting DA-20-01. Second reading and adoption would occur on March 3, 2021. The DA would become effective April 3, 2021; and
(5) Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

The Project is categorically exempt from additional environmental review pursuant to CEQA Guidelines § 15332 as a Class 32 categorical exemption (In-Fill Development Projects). The Project consists of constructing a self-storage facility on a vacant 0.93 acre triangular shaped lot surrounded by existing development. Other than activating the BRDZ via the draft Development Agreement, there are no proposed changes to the General Plan nor the zoning. The Project site has no value as habitat for endangered, rare or threatened species. The technical studies prepared for the Project demonstrate there will not be any significant environmental effects relating to traffic, noise, air quality, or water quality. Finally, the Project can be adequately served by all required utilities and public services.

EXECUTIVE SUMMARY:

BR Caster Corp., (A-1 Self-Storage) seeks to enter into a Development Agreement (DA-20-01) with the City to activate the Business Recovery Development Agreement Zone ("BRDZ") to allow self-storage as a permitted use in the S-C zone. This would allow construction of a 107,850 square foot self-storage facility on 0.93 acres located at 2500 Davidson Drive. The facility will consist of five stories, two of which are below grade and

three above-grade. The self-storage facility is designed with all storage units accessible from interior corridors with the overall architecture and design incorporating both commercial store-front and industrial architectural elements with smooth masonry finishes, accented by smooth metal panels, siding and coping with the primary building entrance designed with aluminum framed tinted glazing. Thirteen parking spaces situated around the perimeter of the parking courtyard are proposed (which meets zoning requirements) along with four recessed loading bays with direct access to the Project's interior corridors and freight style elevators. The Project's access is adorned with decorative paving and a masonry wall along Davidson Drive which serves to screen the interior courtyard and loading areas. The perimeter of the project site is densely landscaped with a variety trees, shrubs and groundcover.

BACKGROUND AND ANALYSIS:

2500 Davidson Drive is an undeveloped parcel bound by Monterey Pass Road and Davidson Drive ("Project Site"). BR Caster Corp. dba A-1 Self Storage ("Applicant") seeks to construct a 107,850 square foot self-storage facility. The S-C zone currently prohibits self-storage facilities. The Monterey Park Business Recovery Program ("BRP"), however, established the BRDZ which allows the Applicant to construct the Project by activating the BRDZ using a Development Agreement (DA-20-01). If approved, the Project will result in improving an underutilized parcel within an existing commercial/light industrial corridor and further serves to implement the BRP to stimulate economic growth, jobs and provided needed storage space for the City's residents and businesses.

Overall, the Project is well designed and meets the development standards required by the S-C zone and those amended by DA-20-01 which is further discussed in the Site Plan section of this report. The architecture utilizes a variety of building materials which are attractive and compatible with surrounding buildings. The proposed use is compatible with the other uses in the S-C zone and consistent with the City's Innovation/Technology General Plan designation. Therefore, staff recommends approval of DA-20-01, thereby entering into a Development Agreement with Caster Properties to implement the BRDZ and the approval to construct a 107,850 square foot self-storage facility based on the findings and conditions of approval in the attached resolution.

Site Plan:

As shown in Exhibit A-1.1, the project site is situated at the southwest corner of Davidson Drive and Monterey Pass Road. As proposed, the Project results in a Floor Area Ratio (F.A.R.) of 2.65. Ordinarily, the S-C zone limits the F.A.R. to .80 or as in this case the 40,510 square foot site would be limited to only 32,408.6 square feet of floor area. In accordance with the proposed Development Agreement the applicant is seeking to establish a F.A.R of 2.65 for the project site. Although this F.A.R. exceeds that established by the S-C zone, the overall design is capable of maintaining the natural open spaces areas situated to the west of the site and at the northeast boundary with an architectural and landscape design that breaks of the massing of the building

while maintain the required setbacks along Davidson Drive and Monterey Pass Road. The building is setback 15 feet from the existing Davidson Drive right-of-way, and approximately 61 feet from Monterey Pass Road.

Access is provided by a single 30-foor wide drive-way from Davidson Drive with the projects internal circulation designed as a courtyard with standard vehicle parking located along the perimeter of the courtyard. The internal storage units span east and west from the project entry with the project's office situated within the easterly portion of the building.

Architecture:
The modern style architecture compliments and accommodates the natural topography of the Project site which results in two below grade levels and three at grade and above levels. The Building has an overall height of 35 feet with a small tower element having a height of 36 feet. This is less than the 40-feet maximum regulated in the S-C Zone. The varied flat roof lines and architectural features provide for horizontal and vertical reliefs in the building massing.

As shown in Exhibit A-4.1 and A-4.2, the building's north, east, west and south elevations consist of smooth masonry finish accented by smooth and corrugated metal panels and siding with the east elevation further enhanced with aluminum framed glazing.

Landscaping:
The project's landscaping preserves the mature trees along the westerly boundary of the project site with the projects building setback along Davidson Drive, Monterey Pass Road and the southerly building elevation are accented with a variety of trees, shrubs, and groundcover. The plans materials and irrigation are required to be consistent with the city's landscape standards prescribed for commercial development and implement a planting pallet that meets the city's and state's water conservation goals.

OTHER ITEMS:

Legal Notification

The legal notice of this hearing was posted at City Hall, Monterey Park Bruggemeyer Library, and Langley Center and published in the Monterey Park Press on **January 21, 2021**, with affidavits of posting and publication on file. The public hearing was opened at the February 3, 2021 City Council Meeting and continued to the February 17, 2021 to provide staff and the applicant additional time to review the proposed Development Agreement and Conditions of Approval.

Aerial Map



FISCAL IMPACT:
There will be an anticipated increase in property, sales, and business license tax revenue upon development of the project site.

Respectfully submitted by:

Frank A. Lopez
Interim Director of Public Works /
City Engineer / City Planner

Prepared by:

Jason Moquin
Planning Manager

Reviewed by:

Karl H. Berger
City Attorney

Reviewed by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

ATTACHMENTS:

Attachment 1: Draft Ordinance Development Agreement and Exhibits
Attachment 2: Architectural Plans

ATTACHMENT 2

Draft Ordinance, Development Agreement and Exhibits

ORDINANCE NO. _____

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONTEREY PARK AND BR CASTER CORP. TO FACILITATE DEVELOPMENT OF A STRUCTURE FOR SELF-STORAGE UNITS; TO ACTIVATE THE BUSINESS RECOVERY DEVELOPMENT AGREEMENT ZONE ("BRDZ") IN MONTEREY PARK MUNICIPAL CODE CHAPTER 21.45; AND TO AMEND THE ZONE MAP.

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

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

A. BR Caster Corp., ("Developer") proposes to enter into a development agreement with the City of Monterey Park (the "Development Agreement"), which is attached to this Ordinance as Exhibit "A," and incorporated by reference.

B. The Development Agreement activates the Business Recovery Development Agreement Zone ("BRDZ") which allows the Developer to construct a proposed 107,850 square foot self-storage facility (the Project") on 0.93 acres located at 2500 Davidson Drive (the "Property"). The proposed Project was reviewed by the City for, in part, consistency with the General Plan and conformity with the MPMC;

C. In addition, the City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq*., the "CEQA Guidelines");

D. The City completed its review and scheduled a public hearing regarding the proposed Project, before the City Council for March 17, 2021. Notice of the public hearing on the proposed Project was posted and mailed as required by the MPMC;

E. On March 17, 2021, the City Council conducted a public hearing to consider the Project including, without limitation, this Ordinance and the Development Agreement;

F. The City Council reviewed the proposed project, conditions of approval, and related environmental aspects of the Project as required by the MPMC at the March 17, 2021 public hearing; and

G. The City Council has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of March 17, 2021; and

H. This Ordinance, and its findings, are based upon the entire administrative record considered during the March 17, 2021 public hearing including, without limitation, the staff report and accompanying documents.

SECTION 2. *Findings*. Pursuant to Government Code § 65867.5, the City Council finds the following:

A. The Development Agreement is consistent with the General Plan of the City of Monterey Park. The Development Agreement furthers the goals of the General Plan and is in the interest of the general community welfare in that the Development Agreement will, among other things, facilitate the development of the subject site that is currently vacant and underutilized, which is consistent with the following General Plan policies:

1. LU Policy 1.1 – to ensure zoning regulations provide flexibility regarding allowed uses.

2. LU Policy 2.1 – to provide flexible and clear development standards to allow commercial, professional, industrial institutional, and hospitality businesses and uses to expand and thrive economically.

3. LU Policy 24.1 – to ensure zoning regulations applicable to Monterey Pass Road corridor permit the range of uses necessary to achieve land use goals and prohibit uses that conflict with those goals, including prohibition of warehousing and truck-related uses.

B. The Development Agreement also provides certainty in planning and construction as well as orderly development, while providing assurance to the Applicant that it may construct the Project.

SECTION 3. *Environmental Review*. The City reviewed the Project's environmental impacts under the California Environmental Quality Act (Pub. Res. Code §§ 21000, *et seq*., "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Reg. §§ 15000-15387; the “CEQA Guidelines”). The Project is categorically exempt from additional environmental review pursuant to CEQA Guidelines § 15332 as a Class 32 categorical exemption (In-Fill Development Projects). The Project consists of constructing a self-storage facility on a vacant 0.93 acre triangular shaped lot surrounded by existing development. Other than activating the BRDZ via the Development Agreement, there are no proposed changes to the General Plan nor the zoning. The Project site has no value as habitat for endangered, rare or threatened species. The technical studies prepared for the Project demonstrate there will not be

any significant environmental effects relating to traffic, noise, air quality, or water quality. Finally, the Project can be adequately served by all required utilities and public services.

SECTION 4. *Notice of Determination*. The City Manager, or designee, is directed to file a notice of determination in accordance with CEQA §§ 21152, 21167(f); CEQA Guidelines § 15094; and any other applicable law.

SECTION 5. *General Plan and Zoning*. The proposed project conforms to the Monterey Park General Plan, as set forth in Section 2. In addition, the proposed Project results in the development of a 107,850 square foot self storage facility on a underutilized parcel which is topographically constrained within the city and includes provisions intended to ensure that such development will be of high-quality architectural.

SECTION 6. *Public Benefits.* The Development Agreement provides for public benefits including, without limitation:

A. Development of a topographically challenged, and high-visibility remnant site at the intersection of Davidson Drive and Monterey Pass Road. The site has been vacant for 36 years.

B. Development of a land use with very low impacts on existing infrastructure and minimal burdens on surrounding properties.

C. Generation of retail sales tax and property tax.

D. Improvement of the public right-of-way on Davidson Drive.

E. Construction and Improvement of pedestrian and disabled access at the intersection of Davidson Drive and Monterey Pass Road.

F. Installation of enhanced landscaping at a high-visibility corner where the Monterey Pass Road corridor and Corporate Center intersect.

G. The development provides screening of the adjacent Southern California Edison Sub-station.

SECTION 7. *Incorporation of Development Agreement; Changes; Execution*. In accordance with Government Code §§ 65864, *et seq*. this Ordinance approves the Development Agreement in substantially the form attached as Exhibit "A," and incorporated into this Ordinance by reference.

A. The DA may be changed before execution as authorized by the City Council during the public hearings for the Project.

B. The DA may be changed before execution for minor clarifications and technical, clerical, corrections as approved by the City Attorney including, without limitation, completion of references, status of planning approvals, and completion and conformity of all exhibits to the DA.

C. The City Council authorizes the Mayor to execute the DA on the City's behalf. The City Manager, or designee, is authorized to execute amendments or operative memoranda as permitted by the DA, in a form approved by the City Attorney.

SECTION 8. *BRDZ Activation*. Pursuant to MPMC § 21.45, the BRDZ is activated for the Project Site identified in the DA. Combined with the regulations governing the Project Site by the MPMC, the DA will regulate all land uses on the Project Site.

SECTION 9. *Zone Map Amendment*. Pursuant to MPMC § 21.45.020 (F), the Monterey Park Zoning Map is amended to reflect the BRDZ overlays as set forth in attached Exhibit "B," which is incorporated by reference.

SECTION 10. *Construction*. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 11. *Enforceability*. Repeal of any provision of the Monterey Park Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 12. *Reliance on Record*. Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the matter. The determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 13. *Limitations*. The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and

issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 14. *Severability*. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 15. *Electronic Signatures*. This 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 16. *Publications*. The City Clerk is directed to certify the passage and adoption of this Ordinance; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 17. *Recording.* The City Clerk is directed to certify the passage and adoption of this Ordinance, cause it to be entered into the City of Monterey Park's book of original ordinances, make a note of the passage and adoption in the records of this meeting, and, within fifteen days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 18. *Effective Date.* This Ordinance becomes effective on the 30th day following its passage and adoption.

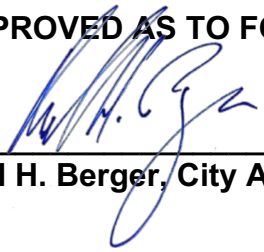
ORDINANCE NO. ___ HAD ITS FIRST READING ON MARCH 17, 2021, ITS SECOND READING ON APRIL 7, 2021, AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTEREY PARK AT ITS REGULAR MEETING OF APRIL 7, 2021.

_____
Yvonne Yiu, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

Exhibit A: Development Agreement 20-01
Exhibit B: Zone Map Amendment

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF MONTEREY PARK
320 West Newmark Avenue
Monterey Park, CA 91754

Attention: City Clerk

EXEMPT FROM RECORDER'S FEES

Pursuant to Government Code § 6103

(Space Above For Recorder's Use)

DEVELOPMENT AGREEMENT

By And Among

City of Monterey Park

And

BR Caster Corp.

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement," effective as of April ___, 2021 ("Effective Date"), is entered into by and between (1) the CITY OF MONTEREY PARK, a general law city and municipal corporation ("City"), and (2) BR Caster Corp., a California corporation ("Caster" or "Developer"), as follows:

RECITALS

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs and risk of development, the Legislature of the State of California enacted Government Code Section 65864, et. seq. ("Development Agreement Statute"). The Development Agreement Statute authorizes the City to enter into binding development agreements with developers having a legal or equitable interest in real property, establishing certain development rights in such property.

B. Pursuant to the Development Agreement Statute, City adopted regulations implementing the Development Agreement Statute as codified in the Monterey Park Municipal Code ("MPMC").[1] This Agreement has been processed and approved in accordance with the MPMC.

C. BR Caster Corp. is in escrow for the purchase of 2500 Davidson Drive, Monterey Park, CA 91754 for the purpose of developing a self-storage facility (the "Project") affected by the terms of this Agreement. The real property affected by the Project is legally described in attached Exhibit "A," which is incorporated by reference (the "Property").

D. City and Developer determined a development agreement is appropriate for the Project in order to activate the Business Recovery Development Agreement Zone ("BDRZ").[2]

E. The City Council determined that the Project will provide certain public benefits to warrant entering into this Agreement. Those benefits are listed in Section 5.1 of this Agreement. In addition, this Agreement will facilitate orderly growth and quality development of the Project in conformance with the goals and policies of the City's General Plan.[3]

F. Developer would not proceed with the Project without the City's assurances set forth in this Agreement. Developer has and will continue to invest substantial money and effort in reliance upon the City's assurances as set forth in this Agreement. Developer acknowledges that the City would not enter into this Agreement without the Developer's assurances set forth in this Agreement and the anticipated benefits, as described in Section 5.1, to be provided in connection with development of the Project.

G. City has conducted an environmental review of the Project under the California Environmental Quality Act ("CEQA") and, based on an analysis of the technical studies identified

[1] *See* MPMC Chapter 21.44 as codified by Ordinance No. 2193, adopted October 7, 2020.

[2] As codified in MPMC Chapter 21.45 by Ordinance No. 2193; originally adopted via Ordinance Nos. 2184 (adopted July 15, 2020) and 2185 (adopted August 5, 2020).

[3] As adopted pursuant to Measure JJ on November 3, 2020.

in attached Exhibit B, determined the Project is categorically exempt pursuant to CEQA Guidelines § 15332 as a Class 32, in-fill development.

H. The City Council has given the required notice of its intention to adopt this Agreement and conducted public hearings thereon pursuant to the Development Agreement Statute and MPMC. As required by applicable law, the City Council has found the provisions of this Agreement and its purposes are consistent with the goals, policies, standards, and land use designations specified in the City's General Plan and will provide for an orderly development of the Project in accordance with the objectives set forth in the General Plan and the MPMC.

I. On March ___, 2021, the City Council adopted the Approving Ordinance (defined below) approving this Agreement and authorizing its execution. That Ordinance became effective on April ____, 2021. Before approving this Agreement, the City Council made certain findings, as set forth in the Approving Ordinance.

1. The term or duration of this Agreement has a commensurate relationship to the benefit(s) provided to the City.

ARTICLE 1

DEFINITIONS

1.1. Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this Agreement. Words and phrases not defined in this Section have the meaning set forth in this Agreement; the MPMC; the Development Agreement Statute; or in common usage. "Approving Ordinance" means Ordinance No. XX-XX adopted on March ____, 2021, approving execution of this Agreement.

1.2. "Applicable Rules" means all of the ordinances, rules, regulations and officials policies governing the Project as set forth in Article 3. without limitation, the City's Zoning Regulations and building regulations, adopted as of the Effective Date. Among other matters, the Applicable Rules set forth and govern the permitted uses of land, the density or intensity of use, subdivision requirements, setbacks, and development standards, the provision for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property.

1.3. "CEQA" means the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*.), and the CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq*.).

1.4. "City" means the City of Monterey Park and its successors and assigns.

1.5. "City Council" means the City Council of Monterey Park, its governing body.

1.6. "Developer" means, individually, and "Developers" means, collectively, the Parties who have signed this Agreement as Developer, and, subject to the restrictions on assignment set forth herein, successor Owners.

1.7. "Development Impact Fees" means fees established and adopted pursuant to the Mitigation Fee Act (Government Code §§ 66000, *et seq*.) and the MPMC. Development Impact Fees do not mean or include Processing Fees. The Development Impact Fees to be paid for the Project are set forth in attached Exhibit "E," which is incorporated by reference.

1.8. "Development Agreement Regulations" means MPMC Chapter 21.44.

1.9. "Development Agreement Statute" means Government Code §§ 65864, *et seq*.

1.10. "Discretionary Action(s)" or "Discretionary Approval(s)" means a City action requiring the exercise of judgment, deliberation, or discretion on the City's behalf, including that of any board, agency, commission, officer, or employee in the process of approving or disapproving a particular activity, as distinguished from any ministerial activity which merely requires City to determine whether there has been compliance with statues, ordinances, or regulations.

1.11. "Effective Date" means the effective date of this Agreement and commencement of the Term, which is the date the Approving Ordinance becomes effective.

1.12. "General Plan" means the City of Monterey Park General Plan, as it exists as of the Effective Date.

1.13. "Minor Change" means changes, modifications, or adjustments which are consistent with the overall intent of the Project Approvals and which do not materially alter the overall nature, scope, or design of the Project including, without limitation, minor changes in locations of the Project Buildings or infrastructure, relocation of no more than 30% of the total approved leasable Project Building square footage, the construction or provision of additional parking spaces within the building envelope of any Parking Areas, and/or the configuration of internal circulation elements.

1.14. "Party" means, individually, and "Parties" means, collectively, the parties to this Agreement, consisting of City (and its successors and assigns) and the Developer (including, subject to the restrictions on assignment set forth herein, successor Owners).

1.15. "Processing Fees" means all processing fees and charges required by City that are applied uniformly to all construction or development related activity including, without limitation, fees for land use applications, building permit applications, building permits, grading permits, shoring and excavation permits, hauling permits, encroachment permits, demolition permits, subdivision or parcel maps, lot line adjustments, street vacations, inspections, certificates of occupancy, and plan check. Processing Fees does not mean or include Developer Fees.

1.16. "Project" means the development project identified as "A-1 Self Storage Facility – Monterey Park" as described in CEQA Determination (Exhibit "B"), and detailed in the Approved Development Plan as shown on attached Exhibit "D," which is incorporated by reference.

1.17. "Project Approvals" means City approvals governing the development of the Project, including this Agreement, as provided for in Ordinance XX-XX.

1.18. "Property" means the real property described in attached Exhibit "A," which is incorporated by reference.

1.19. "Subsequent Permits" is defined in Section 4.1.1.

1.20. "Uniform Codes" means those Uniform Codes adopted by reference in the MPMC in accordance with Government Code §§ 50022.2, et seq. as required by applicable law including, without limitation, Health and Safety Code § 18944.5 and Title 24 of the California Code of Regulations. The Uniform Codes govern building and construction standards including, without limitation, the building, plumbing, electrical, mechanical, grading, sign, and fire standards."Vested Rules" are defined in Section 3.1.

ARTICLE 2

GENERAL PROVISIONS

2.1. Property Subject to This Development Agreement. This Agreement benefits and encumbers the Property. The Property is to be developed with the Project, i.e., the "A-1 Self Storage Facility – Monterey Park."

2.2. Term of Agreement. The Term of this Agreement commences upon the Effective Date and continues in full force and effect for five years pursuant to MPMC § 21.44.020(E) unless terminated earlier by its terms ("Term").

ARTICLE 3

APPLICABLE RULES, REGULATIONS, AND POLICIES

3.1. Vested Rules. "Vested Rules" mean, collectively, the ordinances, resolutions, rules, regulations, requirements, and official policies of the City in effect as of the Effective Date which govern the following, to the extent applicable to the Property: development agreements; permitted uses; density and building intensity; growth control; zoning designations and regulations; subdivision, improvement, grading, landscaping and signage; design, development, improvement, and construction standards and specifications; standards and requirements for public reservations and dedications, public improvements and facilities; transit, parking, open space, employee housing and affordable housing; standards and requirements for processing of Subsequent Permits

(as defined in Section 5.1.1); and the Project Approvals described in Section 3.3. The Vested Rules do not include: (i) Uniform Codes, or changes thereto from time to time; (ii) Development Impact Fees or fee calculation methods; or (iii) fees imposed by other governmental agencies, whether or not collected by the City on behalf of such agencies. The Vested Rules include those set forth in attached Exhibit "C," which is incorporated by reference. Various Subsequent Permits, such as tentative subdivision maps, grading permits and use permits, are or may be required in order to implement the development of the Project under the terms of the Vested Rules. In addition, Subsequent Permits, such as a change in zoning standards, may be desirable due to changes in development products or standards or for other reasons during the Term of this Agreement. This Agreement and the vested right to develop are not intended to preclude changes or additions to the Vested Rules which are mutually acceptable. Developer takes notice pursuant to Government Code § 66020(d) that City is imposing exactions upon the Project in accordance with the Mitigation Fee Act (Government Code § 66000, et seq.). Developer is informed that it may protest exactions in accordance with Government Code § 66020. Developer knowingly and willingly waives any rights it may have under Government Code § 66020 or any other provision of law to protest the imposition of any fees, dedications, reservations, or exactions imposed on the Project as authorized by this Agreement.

3.2. Section 3.1 does not apply to City's enforcement of the "Uniform Codes" regulating building or construction standards which will apply to the Project at the time City issues building permits.

3.3. Changes to the Vested Rules. All Subsequent Permits will be processed in accordance with the procedures, standards, and requirements set forth in the Vested Rules, except to the extent changes to the Vested Rules are proposed by the Subsequent Permit. In that case, the processing of the Subsequent Permit is not subject to the Vested Rules. Any approved Subsequent Permit will be incorporated into (and amend or supplement, as appropriate) the Vested Rules upon adoption by City and approval by the affected Developer. If Developer proposes any amendment or addition to the Vested Rules, then the application therefor will clearly indicate such request, and, if the application is approved by City, then City's action will clearly state the Vested Rules were amended or supplemented. City must consider any such request in its sole discretion. If an amendment or supplement to the Vested Rules is adopted by City other than pursuant to an application by Developer, then it may amend or supplement to Vested Rules only if the affected Developer approved the same in writing.

3.4. Project Approvals. "Project Approvals" means: (a) this Agreement; (b) the CEQA Determination; (c) any amendments or additions to the Project Approvals and any Subsequent Permits (as defined in Section 4.1.1) which are subsequently issued by City and approved by Developer of the affected Projects or portion thereof, in accordance with the procedures described in Section 3.1. The Project Approvals are included in the Vested Rules. The permitted uses, the density or intensity of use, the zoning, the maximum height and size of buildings, the provisions for reservation and dedication of land, and the subdivision or use permit improvement requirements for the Project are set forth in Exhibit "D," as supplemented by Subsequent Permits issued in conformance with the Vested Rules.

3.5. Vested Right to Develop. During the Term of this Agreement, with regard to the Project listed in Recital C and the Property legally defined in Exhibit A, Developer is assured, and City agrees, the development rights, obligations, terms and conditions specified in the Project Approvals, the other Vested Rules, and this Agreement are fully vested in Developer and may not be changed or modified by City, whether by administrative action, legislative action, or vote of the electorate, except as may be expressly permitted by and in accordance with the terms and conditions of this Agreement, or as may be expressly consented to by Developer. Developer has the vested right to develop and construct the Project on the Property and each portion thereof, in accordance with the Project Approvals, the other Vested Rules, and this Agreement.

3.6. No Conflicting Enactments. Except as provided in Section 3.5 of this Agreement, during the Term of this Agreement, the City will not, without the prior written consent of Developer, do any of the following:

3.6.1 Apply to the Property, or any portion thereof, any change in the Vested Rules or any new or amended rule, ordinance, resolution, regulation, requirement, or official policy which conflicts with or is inconsistent with this Agreement, or which reduces the development rights provided by this Agreement, or which limits or reduces the permitted uses allowed under the Vested Rules, or which discriminates against Developer or the Project or any portion thereof, or which applies only to the Project or a portion thereof;

3.6.2 Apply to the Property any new rule, ordinance, resolution, regulation, requirement, or official policy which requires any additional discretionary review or approval; or

3.6.3 Apply to the Property any new or amended rule, ordinance, resolution, regulation, requirement, or official policy that materially, adversely affects the timing or phasing of construction or development or that limits the availability of utilities, infrastructure, or public services for the Property.

3.7. Term of Project Approvals. To the extent allowed by the Subdivision Map Act, the term of any tentative map approved for any portion of the Property, whether as stated in the existing Project Approvals, or as stated in any subsequent amendment or addition to the Project approvals including, without limitation, any tentative parcel map, tentative map, vesting tentative map, or vesting tentative parcel map, any amendment of any such map, and any subdivision improvement agreement entered into in connection with any of the aforementioned maps, will be automatically extended for the Term of this Agreement. Similarly, the term of any Project Approvals approved for any portion of the Property, whether existing or subsequently approved, will be automatically extended for the Term of this Agreement. In addition, in accordance with Government Code §66452.6, the term of any map or other Project Approval will be extended for a period equal to any period of time during which: (a) a development moratorium exists including, without limitation, a water or wastewater moratorium, or the actions of public agencies (other than City) that regulate land uses, development or providing services to the Property, that prevents, prohibits, or delays the construction of the Project; or (b) a lawsuit involving any development approvals or permits for the Project is pending. A development moratorium adopted or implemented by City does not apply to the Property, as further described in Section 3.8.

3.8. Initiatives/Referendum. Any law enacted or imposed after the Effective Date by initiative or referendum, or by the City Council, directly or indirectly, in connection with any proposed initiative or referendum, which law would conflict with the vested rights to develop granted to Developer under this Agreement will, to the maximum extent permitted by law, not apply to the Property.

3.9. Moratoria; Growth Control Measures. Developer's rights to develop the Property in conformance with the Vested Rights under this Agreement prevails over any growth control measure or development moratorium adopted or implemented by City after the Effective Date, whether adopted specifically to prohibit construction of the Project or any portion thereof, or as an interim measure during the processing of contemplated General Plan, Specific Plan, or zoning changes, or as a general growth control management measure.

3.10. Effect of Inconsistent State or Federal Laws. This Agreement may be modified or suspended as may be necessary to comply with the State of California or Federal legislation, case law, codes, or regulations enacted/issued after the Effective Date, which preempt local jurisdiction and which prevent or preclude compliance with one or more provisions of this Agreement; provided, however, that such modification or suspension will be made to the minimum extent necessary and only after the Parties have met and conferred in good faith to determine the feasibility of such modification or suspension and to minimize its effect on the rights of the Parties and fulfillment of the purposes and intent of this Agreement. The Parties will cooperate to process applications for any City or governmental approvals which may be required as a result of any such modification or suspension of this Agreement.

3.11. Public Works. Developer must construct any facilities or improvements which will be dedicated to City or any other governmental agency upon completion in the same manner and to the same standards as would be applicable to City or such other governmental agency should it have undertaken construction.

3.12. Business Recovery Development Agreement Zone ("BRDZ"). This Agreement is intended to activate the BRDZ as set forth in the MPMC. Pursuant to MPMC Chapter 21.45, this Agreement allows for the following:

3.12.1 Land Uses. 21.10.030 Table 21.10 (A) Public Storage/Mini -Storage.

3.12.2 Development Standards. 21.10.070 Table 21.10 (B) F.A.R. Max 2.65.

ARTICLE 4

PROCESSING OF SUBSEQUENT PERMITS AND APPROVALS

4.1. Subsequent Permits.

4.1.1 Defined. "Subsequent Permits" means the land use, development, and building approvals which are to be processed for approval by City and which are necessary or appropriate in order to develop the Project in accordance with the Vested Rules, the Project Approvals, and this Agreement including, without limitation, zone changes, master plans or amendments thereto, any and all permits and/or approvals that are part of development maps, subdivision improvements plans and agreements, design review, site plans, landscape plans, preliminary grading plans, grading plans and permits, building plans and permits, and environmental determinations. The Subsequent Permits include any permits and approvals required to complete the infrastructure and improvements necessary to develop the Property (collectively, the "Improvements"), in accordance with this Agreement and the Vested Rules including, without limitation, those related to: (a) clearing the Property; (b) preliminary grading or grading of the Property; (c) construction of roads and storm drainage facilities; (d) construction of all commercial structures and all structures and facilities accessory thereto, subject to the limitations set forth in this Agreement. The grant of vested rights to Developer pursuant to this Agreement does not waive or remove any requirement to process and obtain Subsequent Permits for the Project, to the extent required under the Vested Rules and the Project Approvals.

4.1.2 Standard of ReviewCity agrees applications for Subsequent Permits will be processed in good faith and granted on terms and conditions in conformance with this Agreement, the Project Approvals, and the Vested Rules. In the event any conflict arises between the terms and conditions of a Subsequent Permit and this Agreement, the provisions of this Agreement prevail unless otherwise agreed to in writing by the City and the affected Developer.

4.2. Processing. Subject to compliance with the Vested Rules and other applicable laws, the Subsequent Permits will be reviewed, processed, and acted upon by City, provided that: (a) applications for such approvals are submitted to City during the Term of this Agreement; (b) the applications are deemed complete pursuant to the Vested Rules; and (c) there is no uncured Event of Default under the terms and conditions of this Agreement with respect to the portion of the Property for which such approval is sought. City agrees it will not unreasonably withhold or unreasonably condition any Discretionary Action or Discretionary Approval which may be issued by City in order for the Project to proceed, provided that Developer reasonably and satisfactorily complies with all preliminary procedures, actions, payments of Processing Fees, and criterial generally required of developers by City for processing applications for developments and consistent with this Agreement.

4.3. Development Fees. Due to the consideration and benefits as described in Section 5.1, the following apply to the development fees described below:

4.3.1 Permit Fees. If a Subsequent Permit requires any significant change to the Project, then any additional Permit Fees must meet all applicable nexus and rough proportionality requirements. Permit Fees will be payable in an amount and at the time established by City's fee schedule at the time of issuance. Any credits applicable to Permit Fees to which any portion of the Project is entitled as a result of construction may be transferred to any other portion of the Project and applied to reduce future Permit Fees which become payable provided that this Agreement does not, by itself, entitle Developer to any such credits.

4.3.2 Development Impact Fees. Developer will pay fees established and adopted pursuant to the Mitigation Fee Act (Government Code §§ 66000, *et seq*.) and the MPMC, as detailed in Exhibit "E".

4.3.3 Application Processing Fees. Developer must pay the Application Processing Fees in effect on the date the City Council approves this Development Agreement.

4.4. Other Local, State, Federal Approvals. The Parties contemplate that development of the Project pursuant to this Agreement may be subject to the approval of other governmental agencies. The Parties will act in good faith and use reasonable effort and diligence to process and obtain such approvals in a manner and on terms and conditions that are consistent with, and implement, the Project Approvals, the Vested Rules, and this Agreement. If any revisions or corrections of plans for Project Approvals approved by City is required by any other governmental agency, then the Parties will cooperate reasonably and in good faith to develop a mutually acceptable solution.

ARTICLE 5

PUBLIC BENEFITS

5.1. Public Benefits. The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations set forth herein is material consideration for City's agreement to perform and abide by the covenants set forth herein, including without limitation the following specific public benefits for this Agreement:

- Development of a topographically challenged, and high-visibility remnant site at the intersection of Davidson Drive and Monterey Pass Road. The site has been vacant for 36 years.
- Development of a land use with very low impacts on existing infrastructure and minimal burdens on surrounding properties.
- Generation of retail sales tax and property tax.
- Improvement of the public right-of-way on Davidson Drive.
- Construction and Improvement of pedestrian and disabled access at the intersection of Davidson Drive and Monterey Pass Road.
- Installation of enhanced landscaping at a high-visibility corner where the Monterey Pass Road corridor and Corporate Center intersect.
- The development provides screening of the adjacent Southern California Edison Sub-station.

5.1.1 Construction and Funding of Project Facilities and Infrastructure. Developer must construct and fund the construction of any Project Facilities and Infrastructure (as

detailed in Exhibit D, attached hereto) at the time such Project Facilities and Infrastructure are needed to satisfy the requirements of the Project Approvals. Except as otherwise specifically set forth herein, Developer has no responsibility for the operation, maintenance, repair or replacement of Project Facilities and Infrastructure.

5.1.2 Dedications. No dedications to City of rights-of-way or other interests in real property owned by Developer within the Property are proposed or required.

ARTICLE 6

REVIEW OF COMPLIANCE

6.1. Annual Review. The City will conduct reviews in accordance with the MPMC to determine whether Developer is acting in good faith compliance with the provisions of this Agreement. Appropriate fees to cover City's costs to conduct the annual review shall be collected from the Developer in compliance with the MPMC.

6.2. Procedure for Review. City's City Planner, or designee, will conduct the review contemplated by this Section 6 to ascertain whether Developer has reasonably complied in good faith with the material terms and conditions of this Agreement during the period for which the review is conducted. The City Planner, or designee, will give Developer notice that any such review has been commenced, and give Developer at least 20 days to provide the City Planner such information as Developer deems relevant to such review. In addition, upon written request of the City Planner, Developer must furnish such documents or other information reasonably requested by the City Planner.

6.3. Result of Review. If, following such a review, the City Planner, or designee, finds good faith compliance by Developer with the terms and conditions of this Agreement, the City Planner, or, will issue to Developer an executed certificate of compliance. The certificate of compliance will state: (a) the Agreement is unmodified and in full force and effect (or identifying any modifications); (b) there are no uncured defaults under the Agreement by the certifying Party or, to the certifying Party's knowledge, by any other Party (or specifying any such defaults); and (c) any other information reasonably requested regarding the status of the Agreement and performance by the Parties.

If, following such a review, the City Planner, or designee, finds that Developer has not complied in good faith with the terms and conditions of the Agreement, the City Planner, or designee, will provide notice to Developer detailing such non-compliance. Upon receipt of such notice, Developer may commence to cure the stated non-compliance in accordance with the terms of this Agreement, including without limitation Section 8.1. If Developer fails to cure the non-compliance pursuant to the terms of this Agreement, including without limitation Section 8.1, the City Planner, or designee, will notify the City Council. Developer has the ability to dispute any such claim of non-compliance or failure to cure at a public hearing before the Agreement may be modified or terminated.

ARTICLE 7

ASSIGNMENTS; MORTGAGEE PROTECTION

7.1. Right to Assign

7.1.1 Right to Assign. Subject to Section 7.2 of this Agreement with respect to the rights of a mortgagee, Developer may assign or transfer any portion of its interests, rights, or obligations ("Rights") under this Agreement and under the Approvals and Subsequent Approvals to third parties acquiring successor interests in the Project or Project Site, or any portion thereof, including without limitation purchasers or long-term ground lessees of the parcels or facilities located on or within the Project Site.

7.1.2 Assumption of Assigned Obligations and Rights. As a condition to any assignment or transfer under this Agreement, any person or entity accepting such Assignment ("Assignee") must assume all of the obligations and rights of this Agreement as they pertain to the portion of the Property being transferred to the Assignee.

7.2. Right to Mortgage. Developer or Owner may assign, pledge, or otherwise encumber its rights and interests under this Agreement for security purposes to a Mortgagee of any defined Lot(s) without City's consent. Nothing contained in this Agreement restricts Developer from encumbering all or any portion of the Property with a Mortgage, deed of trust, or other security device (collectively, "Mortgage). No breach of this Agreement will default, render invalid, diminish, or impair the lien of any Mortgage or the rights of any mortgagee, but all of the terms and conditions of this Agreement are binding upon and effective against any Person, including any mortgagee or any person, who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu for defaults or monetary obligations arising before its acquisition of title to the Property or portion thereof.

7.3. Notice of Default. If City receives written notice from a Mortgagee requesting a copy of any notice of default given to Developer and specifying the address for service thereof, then City will deliver to such Mortgagee, concurrently with the delivery to Developer, any notice given to Developer with respect to any claim by City that such Developer is in default hereunder. If City makes a determination of noncompliance hereunder and a Mortgagee has requested notice of such determination, City will also serve notice of such noncompliance on such Mortgagee concurrently with service on Developer. Each Mortgagee may, without obligation, during the same period available to Developer hereunder, to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in City's notice.

ARTICLE 8

DEFAULT; REMEDIES

8.1. Events of Default. Subject to the provisions of Section 10.15 regarding Unavoidable Delays, Section 7.1 regarding assignment and assumption, and Section 7.2 regarding

Mortgagee Protection, the failure by any Party to pay any sum or to perform any obligation required under this Agreement, including, without limitation, City's failure to issue Subsequent Permits for the Project in conformance with this Agreement, and such Party's failure to cure such default within the specified cure period after receipt of a Notice of Default pursuant to Section 9.2 below, constitutes an "Event of Default" under this Agreement. Except as otherwise provided in Section 4.2, failure by Developer to construct or delay in constructing the Project or any portion thereof shall not be a default or Event of Default under this Agreement, and Developer is not liable to City for damages for failure to construct any portion of the Project, unless such failure or delay constitutes a default under the terms of any Final Map, building permit or similar approval, in which event City may exercise any of its normal remedies for default under such permit or approval.

8.2. Notice of Default and Cure. Any Party claiming a default under this Agreement must deliver to the defaulting Party a written notice of default ("Notice of Default"). The Notice of Default must specify the reasons for the allegation of default with reasonable particularity and the manner in which the default can be cured. The defaulting Party has the right to cure the default within 30 days after receiving the Notice of Default; provided, however, that if the nature of the alleged default is such that it cannot be reasonably cured within 30 days, then the 30-day period will be extended for the time reasonably required to complete the cure, so long as the defaulting Party commences the cure within the 30-day period and diligently prosecutes the cure to completion thereafter.

8.3. Procedure Upon and Event of Default. After the occurrence of an Event of Default, the other Party may give notice of its intent to terminate this Agreement pursuant to Government Code § 65868 and the MPMC implementing said section. Following notice of intent to terminate, or before instituting legal proceedings, the matter must be scheduled for consideration and review at a public meeting of the City Council within 30 days after that notice. Following consideration of the evidence presented in the review before the City Council, the Party alleging the default by the other Party may institute legal proceedings or may give written notice of termination of this Agreement to the other Party; provided, however, Developer may only terminate this Agreement with respect to such portion of the Property then owned by Developer. Evidence of default may also arise in the course of an annual review of this Agreement pursuant to Section 6.1. If Developer is determined by City to be in default pursuant to the procedures for annual review, and after giving effect to Developer's right of appeal of such determination to the City Council as provided in Section 6.3, then City may give a written Notice of Default pursuant to Section 8.1. If the alleged default is not cured within the cure period set forth in Section 8.2 or within such longer period specified in City's Notice of Default, or if Developer waives its right to cure such alleged default in writing, then this Agreement may be terminated by City with respect to the portion of the Property then owned by the defaulting Developer.

8.4. Remedies for Non-Defaulting Party. If either Party is in default under the terms of this Agreement, subject to any applicable requirements under Section 8.6 of this Agreement, the other Party may elect to pursue any of the following courses of action: (i) waive such default; (ii) pursue administrative remedies as provided in this Agreement; (iii) pursue any judicial remedies available under the law; or (iv) terminate this Agreement.

8.4.1 Unless otherwise provided in this Agreement and subject to applicable requirements under Section 8.6 of this Agreement, either Party, in addition to any other rights or remedies, may institute legal action to cure, correct, or remedy any default by the other Party to this Agreement, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation hereunder or to seek specific performance. All remedies available to a Party under this section are cumulative and not exclusive of the other, and the exercise of one or more of these remedies do not constitute a waiver or election with respect to any other available remedy. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that City is not liable in damages to Developer, or to any successor in interest of Developer, or to any other person, and Developer, on behalf of itself and all successors in interest, covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.4.2 City elected or appointed official, employee, or representative is personally liable to Developer in the event of any Event of Default by City or for any amount which may become due to Developer, or for any obligations under the terms of this Agreement, or for any claims of breach of contract related to this Agreement, or for any claims in the nature of tort related to this Agreement (such as fraud in the inducement).

8.4.3 **Informal Discussions**. With regard to any dispute between or among the Parties contemplated by this Agreement, within seven days written notice from ether party, the City Manager and Developer's senior executives must meet and attempt in good faith to resolve any such disputes through informal discussions, which discussions will not exceed 10 business days unless extended by mutual agreement.

8.5. Mediation. If the Parties are unable to resolve their dispute through informal discussion, then either party may commence mediation by providing to JAMS (or other mediator mutually agreed to by the Parties) and the other Parties a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The Parties covenant that they will participate in all phases of the mediation in good faith. The mediation process will occur in two phases, if necessary, as described below. During the first phase of the mediation, which in no event will exceed 30 days unless otherwise agreed to by the Parties, the Parties will attempt to resolve their dispute in accordance with JAMS standard mediation procedures. If the Parties are unable to resolve their dispute during this first phase of the mediation process, then the second phase of the mediation process will be conducted in a manner consistent with this Section. If the Parties are unable to resolve their dispute through the first phase of mediation, as described above, the party that commenced mediation (the "Complaining Party"), will have 10 business days from the expiration of the 30 day period

described above to file a brief with the other party (the "Responding Party") and with the mediator presiding over the first phase of the mediation process (the "Mediator"), which brief must set forth the merits of the Complaining Party's position regarding the issues raised during the first phase of mediation (the "Initial Brief"). The Responding Party will have 10 business days from its receipt of the Initial Brief to file a brief with the Mediator and the Complaining Party responding to the issues raised in the Initial Brief and setting forth the merits of the Responding Party's position regarding the issues raised during the first phase of mediation (the "Responding Brief"). The Complaining Party will have five business days from its receipt of the Responding Brief to file a reply brief with the Mediator and the Responding Party replying to the issues raised in the Responding Brief (the "Reply Brief"). In no event will the Initial Brief and the Responding Brief be longer than 15 pages and in no event will the Reply Brief be longer than 10 pages. Except as otherwise set forth in this Section 7.05.03, the Initial Brief, the Responding Brief and the Reply Brief will be formatted in accordance with requirements of Rule 3.1110 of the California Rules of Court, unless otherwise agreed to by the Parties. The Mediator will have two weeks following its receipt of the Reply Brief to consider the arguments set forth by the Complaining Party and the Responding Party in their respective briefs and issue an opinion stating which party the Mediator would consider to be the prevailing party if the Mediator were a judge presiding over the dispute in a court of law (the "JAMS Opinion").

8.1. All offers, promises, conduct and statements, including the JAMS Opinion, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Notwithstanding the foregoing, the JAMS Opinion will serve as the basis solely for determining whether, in the event a dispute between the Parties is litigated, either party will be awarded attorneys' fees in accordance with this Agreement.

8.2. Nothing in this Article will in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor will the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the Parties to such meetings. Notwithstanding the forgoing, the JAMS Opinion will be binding on the Parties solely for the purposes of determining whether, in the event a dispute between or among the Parties is litigated, either party will be awarded Attorneys' Fees (as defined below) in accordance with this Agreement.

8.3. Should any judicial remedy be sought by any party because of any default under this Agreement or to enforce any provision hereof, or to obtain a declaration of rights hereunder (each individually a "**Judicial Action**"), the prevailing party in such Judicial Action is entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by the court (collectively, "**Attorneys' Fees**"), provided the prevailing party in the Judicial Action was also determined to be the prevailing party in the JAMS Opinion. For purposes of this Agreement, Attorneys Fees will be calculated from the start of the first phase of mediation and will include all reasonable costs related to the first and second phases of mediation. If the prevailing party in a Judicial Action was determined to be the losing party in the JAMS Opinion, then each party will

assume the cost of their own Attorneys' Fees. Not in limitation of the foregoing, the Parties will assume their own costs related to the informal dispute resolution process described above.Extension of Agreement Term. The Term of this Agreement as set forth in Section 2.2 will automatically be extended for the period of time in which the Parties are engaged in dispute resolution to the degree that such extension of the Term is reasonably required because activities which would have been completed before the expiration of the Term are delayed beyond the scheduled expiration of the Term as a direct result of such dispute resolution.

ARTICLE 9

AMENDMENTS; TERMINATION

9.1. Amendments. Except as set forth in Section 3.1, this Agreement may be modified, amended and/or extended only by mutual written consent of the Parties and must be approved in the same manner as adoption of this Agreement, by ordinance as set forth in the Development Agreement Statute.

9.2. Operating Memoranda. The Parties acknowledge that the provisions of the Agreement require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this Agreement. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this Agreement. If and when, from time to time, the Parties find that refinements or adjustments are desirable, such refinements or adjustments will be accomplished through operating memoranda or implementation agreements approved by the Parties which, after execution, will be attached to this Agreement as addenda and become a part hereof.

9.3. Execution of Memoranda. Operating memoranda or implementation agreements may be executed on behalf of City by the City Manager and the City Attorney. In the event a particular subject requires notice or hearing, such notice or hearing will be appropriately given. Any significant modification to the terms of performance under this Agreement will be processed as an amendment of this Agreement in accordance with this Agreement and must be approved by the City Council.

9.4. Effect of Expiration/Termination. Upon expiration or termination of this Agreement: (a) no Party has any further rights or obligation hereunder except for matters which accrued before such expiration or termination and matters which specifically survive expiration or termination under the express terms of this Agreement; and (b) the underlying Project Approvals remain in full force and effect.

ARTICLE 10

MISCELLANEOUS

10.1. Insurance. Before the commencement of any work, Developer must furnish evidence to City that all of the following insurance requirements have been satisfied.

10.2. General. Developer must, throughout the duration of this Agreement, maintain, or cause to be maintained, the insurance specified below, to insure Developer and its employees for liability arising out of the work in connection with the Property, Project and this Agreement at the minimum levels set forth herein, with City being an additional insured on the CGL and excess or umbrella liability insurance.

10.3. Commercial General Liability. Commercial General Liability ("CGL") insurance with coverage in an amount not less than $2,000,000.00 general aggregate, $2,000,000.00 per occurrence and $2,000,000.00 products/completed operations, and including contractual liability insurance for the indemnification heretofore provided to City (subject to the policy terms, conditions, definitions and exclusions).

10.4. Business Auto Coverage. Business Automobile Liability insurance with coverage in an amount not less than $1,000,000.00 per accident for bodily injury and property damage, covering all vehicles used by the Developer (personal, company) and its employees, on or within the Project or Property or associated therewith.

10.5. Excess or Umbrella Liability Insurance (Over Primary Coverage). Such excess coverage must be at least as broad as the underlying coverage and be provided on a "pay on behalf" basis. The excess or umbrella coverage can be not less than $5,000,000 per occurrence/annual aggregate.

10.6. Workers' Compensation. Coverage must be maintained as required by the State of California.

10.7. Insurance Coverage to be Maintained by Developer's Contractors and Subcontractors. Developer must require by contract that its contractors and subcontractors maintain the same CGL, business auto, excess or umbrella liability and workers' compensation insurance as set forth in subsections (b) through (e), inclusive, hereof, except that the required minimum limits for the CGL coverage will be $2,000,000 general aggregate, $2,000,000 per occurrence and $2,000,000 products/completed operations, with excess or umbrella liability insurance in the amount of $2,000,000 per occurrence/annual aggregate. The CGL policy must include, contractual liability insurance (subject to the policy terms, conditions, definitions and exclusions).

10.8. Construction; Interpretation. This Agreement has been reviewed and revised by legal counsel for Developer and the City, and no presumption or rule that ambiguities may be construed against the drafting party apply to the interpretation or enforcement of this Agreement.

10.9. Agreement Constitutes Legislative Act. Developer acknowledges and agrees that City has approved and entered into this Agreement in the sole exercise of its legislative discretion and that the standard of review of the validity and meaning of this Agreement will be that accorded legislative acts of City.

10.10. Cooperation; Further Assurances. Each Party will: (a) deal fairly and in good faith with the other Parties; (b) not impede the other Parties' right to receive the benefits of this Agreement; (c) cooperate with and provide reasonable assistance to the other Parties in the performance of this Agreement; and (d) execute such documents or take such further actions as may be reasonably necessary to consummate the performance or to carry out the purpose and intent of this Agreement.

10.11. Counterparts. This Agreement, and any documents implementing this Agreement, may be executed in multiple counterpart originals, each of which is deemed to be an original and all of which when taken together shall constitute one and the same instrument.

10.12. Entire Agreement. The Recitals set forth above in this Agreement and the Exhibits attached hereto are incorporated by references into this Agreement as an integrated portion hereof. This Agreement, including all such Recitals and Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof, and all prior or contemporaneous agreements and understandings, whether written or oral, are superseded.

10.13. Governing Law/Jurisdiction. This will shall be governed, construed and enforced in accordance with the laws of the State of California, and the state courts of Los Angeles County have jurisdiction.

10.14. Legal Challenges—Defense and Indemnification.

10.14.1 Cooperation in the Event of a Legal Challenge

In the event of any administrative, legal or equitable action or other proceeding instituted by any person or entity not a party to the Agreement challenging the validity of any provision of this Agreement; challenging any agreement between City and other government agencies entered into at the request of Developer to facilitate the development of the Property; challenging any of the Project Approvals; or challenging the sufficiency of any environmental review of either this Agreement or any Approval under CEQA (each a "Third Party Challenge"), each party must cooperate in the defense of such Third Party Challenge, in accordance with this Section. In light of the Parties' mutual interests in successfully defending against a Third Party Challenge, the Parties will enter into a joint nondisclosure, indemnity, and litigation defense agreement, which, among other things, will require all communications between Developer and City concerning a

Third Party Challenge must be kept confidential and cannot be disclosed by either party without the written consent of the other party. Developer agrees to pay City's costs of defending a Third Party Challenge, including all court costs and reasonable attorney's fees expended by City (including the time and cost of the City Attorney) in defense of any Third Party Action, as well as the time of City's staff spent in connection with such defense. Developer may select its own legal counsel to represent Developer's interests in any Third Party Challenge at Developer's sole cost and expense. City agrees that it will not enter into a settlement agreement to any Third Party Challenge without Developer's written consent. Developer's obligation to pay City's costs in the defense of a Third Party Challenge does not extend to those costs incurred on appeal unless otherwise authorized by Developer in writing. If Developer elects, in its sole and absolute discretion, not to contest such litigation challenges, City does not have any obligation to contest such challenges. If City elects to contest such challenges after Developer elects not to contest, City will do so at its sole cost.

10.14.2 Third Party Challenges Related to the Applicability of City Laws.

The provisions of this Section will apply only in the event of a legal or equitable action or other proceeding, before a court of competent jurisdiction, instituted by any person or entity not a party to this Agreement challenging the applicability to the Project or Project Site of a conflicting City Law (a "Third Party Enforcement Action"):

10.14.3 Cooperation in Case of a Third Party Enforcement Action.

In the event of a Third Party Enforcement Action, City must (i) promptly notify Developer of such action or proceeding, and (ii) cooperate with Developer so as to most effectively respond to the Third Party Enforcement Action. In no event will City take any action that would frustrate, hinder, or otherwise complicate Developer's efforts to respond. The Parties to this Agreement agree to cooperate, to the maximum extent permitted by law, in the defense of such action or proceeding. For purposes of this Section, the required cooperation between the Parties includes, without limitation, developing litigation strategies, preparing litigation briefs and other related documents, conferring on all aspects of the litigation, developing settlement strategies, and, to the extent permitted by law, jointly making significant decisions related to the relevant litigation, throughout the course thereof. In light of the Parties' mutual interests in successfully defending against a Third Party Enforcement Action, all communications between Developer and City concerning a Third Party Enforcement Action must be kept confidential and cannot be disclosed by either party without the written consent of the other party.

10.14.4 Litigation Costs.

City's costs of defending any Third Party Enforcement Action, including all court costs, and reasonable attorney's fees expended by City (including the time and cost of the City Attorney) in defense of any Third Party Enforcement Action, as well as the time of City's staff spent in connection with such defense (the "Enforcement Action Defense Costs"), will be paid in accordance with this Agreement. Notwithstanding the forgoing, in no event will the Enforcement Action Defense Costs extend to, nor will Developer or the Project be obligated to pay, any costs incurred on appeal unless otherwise authorized by Developer in writing.

10.14.5Settlement.

City must not enter into a settlement agreement or take any other action to resolve any Third Party Enforcement Action without Developer's written consent. City cannot, without Developer's written consent, take any action that would frustrate, hinder or otherwise prevent Developer's efforts to settle or otherwise resolve any Third Party Enforcement Action.

10.14.6Effect of a Judgment.

Provided that City complies with this Section and provided that Developer is a party to the relevant Third Party Enforcement Action, Developer agrees to be bound by any final judgment (i.e., following all available appeals) arising out of a Third Party Enforcement Action and further agrees that no default under this Agreement will arise if such final judgment requires City to apply to the Project or Project Site a City Law that conflicts with Applicable Law or this Agreement.

10.14.7Defense and Indemnity.

Developer must defend and indemnify City from and against any and all damages, claims, costs and liabilities arising out of the personal injury or death of any third party, or damage to the property of any third party, to the extent such damages, claims, costs or liabilities result from the construction of the Project by Developer or by Developer's contractors, subcontractors, agents or employees. Nothing in this Section will be construed to mean that Developer must defend or indemnify City from or against any damages, claims, costs or liabilities arising from, or alleged to arise from, activities associated with the maintenance or repair by City or any other public agency of improvements that have been offered for dedication and accepted by City or such other public agency or for any other public improvements constructed by City or constructed by Developer at direction of City. City and Developer may from time to time enter into subdivision improvement agreements, as authorized by the Subdivision Map Act, which agreements may include defense and indemnity provisions different from those contained in this Section. In the event of any conflict between such provisions in any such subdivision improvement agreement and the provisions set forth above, the provisions of such subdivision improvement agreement will prevail.

10.14.8Effect on Term. The Term of this Agreement will be tolled from the initiation of any Litigation until final court action is taken in such Litigation.

10.15. Notices. All notices, demands, correspondence and communications ("Notice") shall be in writing and shall be either personally delivered or sent by certified mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight courier service (which provides a delivery receipt), at the addresses set forth below. Any such Notice will be deemed received on the date of personal delivery or on the date of receipt (or refusal to accept delivery) set forth in the certified mail receipt if sent by U.S. mail or in the receipt provided by the overnight courier service if sent by such service.

City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754

Attn: Ron Bow, City Manager

with a copy to:

City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754

Attn: Karl H. Berger, City Attorney

Caster Properties, Inc.
_____
_____

Attn: _____

with a copy to:

Ervin, Cohen & Jessup, LLP
9401 Wilshire Boulevard, 9th Floor
Beverly Hills, CA 90212

Attn: Mr. Jeffrey T. Harlan, Esq.

10.16. Private Undertaking. It is expressly understood and agreed by the Parties the development contemplated by this Agreement is a private development, no Party is acting as the agent of any other Party in any respect hereunder, and Developer has full power and exclusive control over its properties subject only to the limitations and obligations of Developer under the Vested Rules and this Agreement. Nothing contained in this Agreement or in any document executed in connection with this Agreement will be construed as making City and Developer joint venturers or partners.

10.17. Recordation. City will use best efforts to record a Memorandum of this Agreement with the Los Angeles County Recorder within 10 days after the Effective Date, pursuant to Development Agreement Statute § 65868.5. Thereafter, if this Agreement is terminated, modified or amended as provided herein, the City will record notice of such action with the Los Angeles County Recorder.

10.18. Section Headings. Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement.

10.19. Severability. If any provision or term of this Agreement, or the application of any provision or term of this Agreement to any particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, then the remainder of the Agreement is unaffected and will remain in full force and effect unless enforcement of the Agreement, with such invalidation, would be unreasonable or inequitable under the circumstances or would frustrate the purposes of the Agreement or the rights and obligations of the Parties there under.

10.20. Successors and Assigns; Covenants Running with the Land. Subject to the provisions of Section 7.1 governing assignment, the rights and obligations of Developer under this Agreement will be binding upon and inure to the benefit of successor Owners of all or any portion of the Property and shall be covenants running with the land.

10.21. Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns, including the Owners. No other Person has any right of action based upon any provision of this Agreement.

10.22. Unavoidable Delays or Events. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, terrorism, pandemic, insurrection, riots, floods, earthquakes, fires, casualties, governmental restrictions imposed or mandated by governmental entities (but only as to delays or performance by Developer), enactment of conflicting state or federal laws or regulations (but only if the Party claiming delay complies at all times with the provisions of this Agreement pertaining to such conflicting laws), litigation against this Agreement or any of the Project Approvals, referendum of this Agreement or any of the Project Approvals or similar bases for excused performance ("Unavoidable Delay" or "Unavoidable Event"). Upon the occurrence of an Unavoidable Event, the time for performance will be extended, for the duration of the Unavoidable Delay. Notwithstanding the foregoing, none of the following constitutes an Unavoidable Event: (i) delays caused by market forces beyond the Parties' control; (ii) delays caused by the delay or failure by any entity other than the Party claiming such delay to provide financing for construction of the Project or any portion thereof; (iii) delays related to the cost or unavailability of financing, construction contractors, consultants, or labor; or (iv) delays related to economic conditions locally, regionally, statewide, nationwide, or worldwide.

10.23. Waiver. No waiver of any provision of this Agreement is effective unless it is in writing and signed by a duly authorized representative of the Party against whom enforcement of the waiver is sought. No waiver of any right or remedy is deemed a waiver of any right or remedy with respect to any other occurrence or event.

10.24. Authorization. Each person executing this Agreement represents and warrants that he or she is authorized and has the legal capacity to execute and deliver this Agreement on behalf of the Party for which execution has been made.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement to be effective as of the Effective Date first set forth above.

"CITY"

CITY OF MONTEREY PARK
a municipal corporation

Dated: _____, 2021

By: _____
Yvonne Yiu, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

"Developer"
BR Caster Corp.
a California corporation

Dated: _____, 2020

By: _____

APPROVED AS TO FORM:
ERVIN, COHEN & JESSUP, LLP

By: _____
Jeffrey T. Harlan, Esq.
Developer's Attorney

Exhibit A:
The Property

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MONTEREY PARK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 7 OF TRACT NO. 42611, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1012, PAGES 21 TO 27 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY TERMINUS OF A LINE OF SAID LOT 7 THAT BEARS NORTH 0 DEGREES 02 MINUTES 40 SECONDS WEST 154.89 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 40 SECONDS WEST 20.00 FEET; THENCE NORTH 30 DEGREES 57 MINUTES 00 SECONDS EAST 152.00 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 633.00 FEET. TO WHICH A RADIAL LINE THROUGH SAID POINT BEARS NORTH 4 DEGREES 21 MINUTES 23 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE 29 DEGREES 57 MINUTES 04 SECONDS AN ARC DISTANCE OF 330.90 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET TO WHICH A RADIAL LINE THROUGH SAID POINT BEARS NORTH 34 DEGREES 18 MINUTES 27 SECONDS EAST; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91 DEGREES 25 MINUTES 15 SECONDS AN ARC DISTANCE OF 39.89 FEET; THENCE SOUTH 35 DEGREES 43 MINUTES 42 SECONDS WEST 3.91 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 01 SECONDS WEST 390.79 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS, ASPHALTUM PETROLEUM, AND NATURAL GAS, TAR OR OTHER HYDROCARBON SUBSTANCES AND PRODUCTS, FROM UNDER OR UPON THE SAID LANDS WITH THE RIGHT TO REMOVE AND STORE AND SELL SUCH SUBSTANCES AND PRODUCTS THEREFROM TOGETHER WITH ALL RIGHTS FOR THE PURPOSE OF MINING, EXCAVATING BORING, DRILLING, SINKING OR OTHERWISE COLLECTING AND DEVELOPING SAID MINERAL SUBSTANCES AND RIGHT TO DEVELOP, STORE AND USE WATER FOR SUCH OPERATIONS AND DEVELOPMENT AS RESERVED IN DEED FROM HUNTINGTON LAND AND IMPROVEMENT COMPANY, A CALIFORNIA CORPORATION, RECORDED OCTOBER 25 1918 IN BOOK 6707 PAGE 300 OF DEEDS.

ALL OF WHICH RIGHTS WERE LIMITED TO THAT PORTION LYING BELOW A DEPTH OF 500 FEET MEASURED FROM THE SURFACE OF SAID LAND. BY DEED EXECUTED BY SECURITY PACIFIC NATIONAL BANK, A NATIONAL BANKING ASSOCIATION. SUCCESSOR BY MERGER TO SECURITY FIRST NATIONAL BANK OF LOS ANGELES, AS TRUSTEE UNDER THE WILL OF HENRY E. HUNTINGTON, DECEASED (TRUST NO. 2-018442-01), RECORDED DECEMBER 17, 1980 AS INSTRUMENT NO. 80-1264035.

ALSO EXCEPT AND RESERVE ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND ALL OTHER MINERALS IN AND FROM THE LAND DESCRIBED IN DEED MENTIONED HEREINAFTER. PROVIDED, HOWEVER NO RIGHT IS RESERVED TO ENTER ON OR FROM THE SURFACE OF SAID LAND, THE RIGHT TO ENTER THE SUBSURFACE OF SAID PROPERTY WHICH IS ALSO RESERVED SHALL BE AT ANY POINT BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF (MEASURED VERTICALLY FROM THE SURFACE THEREOF) IN ORDER TO TAKE FROM SAID LAND AND REDUCE TO POSSESSION ANY OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL OTHER MINERALS, AS EXCEPTED AND RESERVED BY CLARA HELLMAN HELLER, A WIDOW, ET AL., IN DEED TO BOBWILL BUILDING CO., A CORPORATION, RECORDED SEPTEMBER 13, 1955 IN BOOK 48924 PAGE 346, OFFICIAL RECORDS.

APN: **5237-024-061**

Exhibit B
CEQA Technical Studies

1. Noise Technical Memorandum, Taha Environmental Planners, October 19, 2020
2. Air Quality Analysis, Taha Environmental Planners, October 20, 2020
3. Green House Gas Emissions, Taha Environmental Planners, October 20, 2020
4. Low Impact Development and Drainage Study, K & S Engineering, April 24, 2020
5. Geotechnical Analysis, Southern California Geotechnical, September 30, 2019
6. Phase 1 Environmental Site Assessment, Partner Environmental, April 12, 2017
7. Traffic Impact Study, Linscott Law and Greenspan, April 21, 2020
8. Vehicle Miles Traveled Memorandum, Linscott Law and Greenspan, September 8, 2020

Exhibit C

DEVELOPMENT AGREEMENT 2500

DAVIDSON DRIVE

In addition to all applicable provisions of the Monterey Park Municipal Code ("MPMC"), BR Caster Corp., (A-1 Self Storage) agrees that it will comply with the following conditions for the City of Monterey Park's approval of DA-20-01 Development Agreement ("Project Conditions").

PLANNING:

1. BR Caster Corp., (A-1 Self Storage) ("Applicant") agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of DA-20-01 except for such loss or damage arising from the City's sole negligence or willful misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of DA-20-01, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Monterey Park's elected officials, appointed officials, officers, and employees.

2. This approval is for the project as shown on the plans reviewed and approved by the City Council, dated October 28, 2020. Before the City issues a building permit, the Applicant must submit building plans showing that the project substantially complies with the plans referenced in this Resolution. Any subsequent modification must be referred to the City Planner for a determination regarding the need for Planning Commission review and approval of the proposed modification.

3. All conditions of approval must be listed on the plans submitted for plan check and on the plans for which a building permit is issued.

4. Before building permits are issued, the applicant must obtain all the necessary approvals, licenses and permits and pay all the appropriate fees as required by the City.

5. Before the City issues a certificate of occupancy, the Applicant must comply with all applicable development standards of the S-C (Shopping Center) zone unless otherwise granted under DA-20-01 and those set forth in the MPMC.

6. The real property subject to DA-20-01 must remain well-maintained and free of graffiti.

7. Building permits are required for any interior tenant improvements.

8. Landscaping/irrigation must be maintained in good condition at all times.

9. Landscaping for the project must be designed to comply with the MPMC's regulations governing efficient landscaping.

ENGINEERING:

10. Under the Los Angeles County Municipal Separate Storm Sewer System (MS4) Permit, issued under the National Pollutant Discharge Elimination System (NPDES) Program, the developer/owner is required to obtain a General Construction Storm Water Permit. This project will require the preparation of a Low Impact Development (LID) Plan and a Storm Water Pollution Prevention Plan (SWPPP). Upon approval of these plans, the developer/owner must submit an electronic copy of the approved files, including site drawings, prior to the issuance of a building or grading permit.

11. Prior to grading permit issuance, the developer must record with LA County Recorder's Office Master Covenant and Agreement as part of the MS4 Permit.

12. Prior to grading permit issuance, the developer must record with LA County Recorder's Office Master Covenant and Agreement. The developer/owner is responsible for ascertaining and paying all City development fees such as, but not limited to, sewer deficiency fees, water meter fees and metered water service impact fees as required by MPMC. A sewer connection reconstruction fee will be assessed at the time of issuance of a building permit in accordance with the provisions of Chapter 14.06 of the Municipal Code.

13. All improvement plans, including grading and public improvement plans must be based upon City approved datum. Benchmark references to be obtained from the Engineering Division.

14. As part of the water improvements (fire/domestic); the developer or his engineer must substantiate adequate water service for domestic flow, fire flow and identify backflow prevention.

15. A site drainage plan must be prepared for review and approval by the City Engineer. The property drainage must be designed so that the property drains to an approved device and subsequently to the street as appropriate or in a manner otherwise acceptable to the City Engineer. Drainage from contiguous properties must not be blocked and must be accommodated to the satisfaction of the City Engineer. A hydrology and hydraulic study of the site may be required for submittal to the City Engineer for review and approval.

16. The grading and drainage plan must incorporate all pertinent site development recommendations from the approved geological and geotechnical report submitted by the developer's consultant.

17. Project must install sidewalk along entire property frontage of Davidson Drive. Any damaged curb and gutter must be replaced.

18. All public works improvements must comply with the standards and specifications of the City and to the satisfaction of the City Engineer. All public works improvements must be completed and accepted by the City prior to the issuance of the certificate of occupancy.

19. This project must install of ADA compliant curb ramps at the two corners of the intersection of Davidson Drive and Monterey Pass Road.

20. All electric, telephone and cable TV utility services must be installed fully underground from the right-of-way to the site. Satisfactory provisions for all other utilities and service connections, including water, sewer and gas, must be made to City and public utility standards.

21. The developer must comply with the recommendations of the Transportation Impact Study prepared by Linscott Law & Greenspan, date April 21, 2020. Under Section 11 of the study, it is determined that the westbound left-turn egress movement would be restricted at the project driveway. This restriction may be lifted if adequate line of sight is demonstrated to be achievable during development to the satisfaction of City Engineer.

FIRE:

22. The minimum required fire flow is 6,000 gpm at 20 psi for a 4 hour duration. Plan submittal shall include fire low test data obtain within six months of the submittal date. The fire flow may be reduced by 50 per cent by written request to MPFD. **CFC App B.**

23. Prior to fire approval and/or map recordation, the applicant shall provide to the Fire Department, verification from the water purveyor that the water purveyor can provide the required fire flow of 6,000 gallons per minute at 20 psi for a minimum a 4-hour duration.

24. Prior to combustible construction on any parcel, a fire hydrant capable of providing 1,000 gallons per minute at 20 psi shall be provided and in service along the access road/driveway at a location approved by the Fire Code Official, but no further than 250 feet from the construction site. **The owner of the combustible construction is responsible for the cost of this installation.**

25. Provide an approved Class I standpipe system in all stairwells on all levels including the roof as set forth by the Fire Code 905.

26. Provide an approved automatic fire sprinkler system and fire alarm as set forth by Fire Code 903 and 907.

27. The Fire Department Connection shall be located no more than 100 feet away from a fire hydrant. **CFC 507.5.1.1**

28. An Emergency Responder Radio Coverage System shall be provided per Fire Code 510.

29. At least one elevator shall provide general stretcher dimensions and extend to the top floor. CBC 3002.4a

30. Stairwell I shall be provided with an exterior access door. **CFC 504.1**

31. Knox boxes shall be provided adjacent to the main entrances, Fire Control rooms, and at stairwells at approved locations. **CFC 506.1**

32. Provide a minimum of one standpipe system for use during construction. Such standpipe shall be installed when the progress of construction is not more than 40 feet in height above the lowest level of fire department access. **CFC 3313**

POLICE:

33. Adequate exterior lighting shall be provided/maintained so that the area is visible from the street during the hours of darkness. At all times, all hallways, all stairwells, and any garage/carport, guest parking areas and parking entrances shall be well lit to deter any criminal activity. There shall also be adequate lighting in all common areas of the facility. During non-business hours motion sensor activated lights maybe used in the interior areas of the facility in order to reduce electricity usage.

34. Access to the roof of the building will be locked and secured. Access to the roof will be restricted to maintenance personnel, building management, or other authorized personnel.

35. The shrubbery on the property shall be installed and maintained in such condition to permit good visibility of the units from the streets. Any shrubbery surrounding the complex shall be planted and maintained where the height of the greenery would not easily conceal persons.

36. Due to the high probability of theft associated with storage facilities an alarm system shall be installed at the main entrances and exits to the facility/lobby. In addition to the security alarm system, access control points/panels shall be installed on the entrances/gates/doors to the storage units in order to prevent unauthorized access to the common areas of the facility. These devices will serve as a deterrent to criminal activity and allow notification of the police and security in the event of any such attempt. Contact the Monterey Park Police Department Community Relations Bureau at (626) 307-1215 for additional information and alarm permits.

37. Due to the nature of this business and the high probability of theft and or burglary at storage facilities a camera surveillance/security system shall be installed covering

the interior and exterior areas of the property such as the driveway, entrances and exits to the property, common hallways, and exterior storage units, or other areas where property may be kept. The video surveillance/security should operate 24 hours a day, seven days a week. All cameras should record onto a recording medium and all recordings should be maintained in a secure and locked enclosure. It is recommended that recordings be maintained for a minimum of 30 days and made readily available for any law enforcement official who requests the recording(s) for official purposes. The permittee must submit plans to the Police Chief, or designee, demonstrating that the Project has adequate exterior lighting. The Police Chief, or designee, must approve the location and light intensity before the City issues a certificate of occupancy.

38. The below California Fire Code pertaining to radio coverage shall apply to the Police Department's radio communications also:

    a. 510.1 Emergency responder radio coverage in new buildings. Approved radio coverage for emergency responders shall be provided within all buildings meeting any one of the following conditions:

        i. There are more than 3 stories above grade plane (as defined by the Building Code Section 202);

        ii. The total building area is 30,000 square feet or more;

        iii. The total basement area is 5,000 square feet or more;

        iv. Where required by the fire code official and radio coverage signal strength levels are not consistent with the minimum levels set forth in Section

MISCELLANEOUS:

39. The applicant/owner is responsible for ascertaining and paying all City fees and costs required by MPMC including, without limitation, legal costs associated with processing this CUP. All fees must be paid before the City issues a final certificate of occupancy.

By signing this document, Tom Kearney, on behalf of BR Caster Corp., certifies that the Applicant read, understood, and agrees to the Project Conditions listed in this document.

Tom Kearney 2-8-2021

Tom Kearney, on behalf of BR Caster Corp. (A-1 Self-Storage), Applicant

Exhibit D
Approved Development Standards

SUMMARY:

PERMITTED LAND USES:

The Property will be used for a self-storage facility.

INTENSITY OF USE:

The Project involves the development of a multi-story self-storage facility with a gross total building area of 107,850 square feet on the 40,674 square foot site. The proposed Floor Area Ratio ("FAR") is 2.65.

MAXIMUM HEIGHT AND SIZE OF BUILDINGS:

The Project height is 36 Feet

The multi-level building (three stories above three cellar levels) has a gross floor area of 107,850 square feet. Total parking provided is 13 spaces.

(SEE ATTACHED BUILDING & SITE DEVELOPMENT PLANS)

Exhibit E

Fee Estimate[4]

Development Impact Fee ("DIF") ***(Fees to increase July 1, 2021)***

		Rate	Sq/ft	Fee	
Law Enforcement	$	0.043	107,850	$	4,637.55
Fire Supression/Medic	$	0.016	107,850	$	1,725.60
Public Meeting Facilities	$	-	107,850	$	-
Library Facilities and Collection	$	-	107,850	$	-
Water Distribution	$	0.328	107,850	$	35,374.80
Sewer Collection	$	0.059	107,850	$	6,363.15
Aquatics Facilities	$	-	107,850	$	-
Park Land Improvements	$	0.028	107,850	$	3,019.80
Circulation	$	1.109	107,850	$	119,605.65
Total Development Impact Fees	**$**	**1.583**	**107,850**	**$**	**170,726.55**

Plan Check Fees

Building	*Building/Electrical/Mechanical/Plumbing Plan*	$	88,640.00
Fire		$	1,773.00
Public Works	*(Consultant Estimate)*	$	9,100.00
Total Plan Check Fees		**$**	**99,513.00**

Permit and Inspection Fees

Building	*Building/Electrical/Mechanical/Plumbing Plan*	$	102,270.00
Public Works	*Permit*	$	625.00
Public Works	*Inspection*	$	4,000.00
Total Plan Check Fees		**$**	**106,895.00**

Misc. Fees

Record Management		$	6,038.00
General Plan Revision		$	12,075.00
Strong Motion Tax		$	1,268.00
Green		$	242.00
Total Misc. Fees		**$**	**19,623.00**

Water and Fire Connection Fees

Water and Fire Connection Fees		$	24,570.00
Total Connection Fees		**$**	**24,570.00**

School Fees

School Impact Fee (Estimate) (Fees determined by applicable school district)		$	67,237.00
Total School Fees		**$**	**67,237.00**

County Sanitation Fee

Sanitation Fee (Estimate)	$	6,958.00
Total County Sanitation Fee	**$**	**6,958.00**
Total Estimated Fees	**$**	**495,522.55**

[4] The fees listed are an estimate only; the final amounts may be different. These fees do not include time and materials costs associated with processing the Project or administrative costs including, without limitation, third-party consultants and legal fees. All such amounts must be paid before the City issues a building permit.

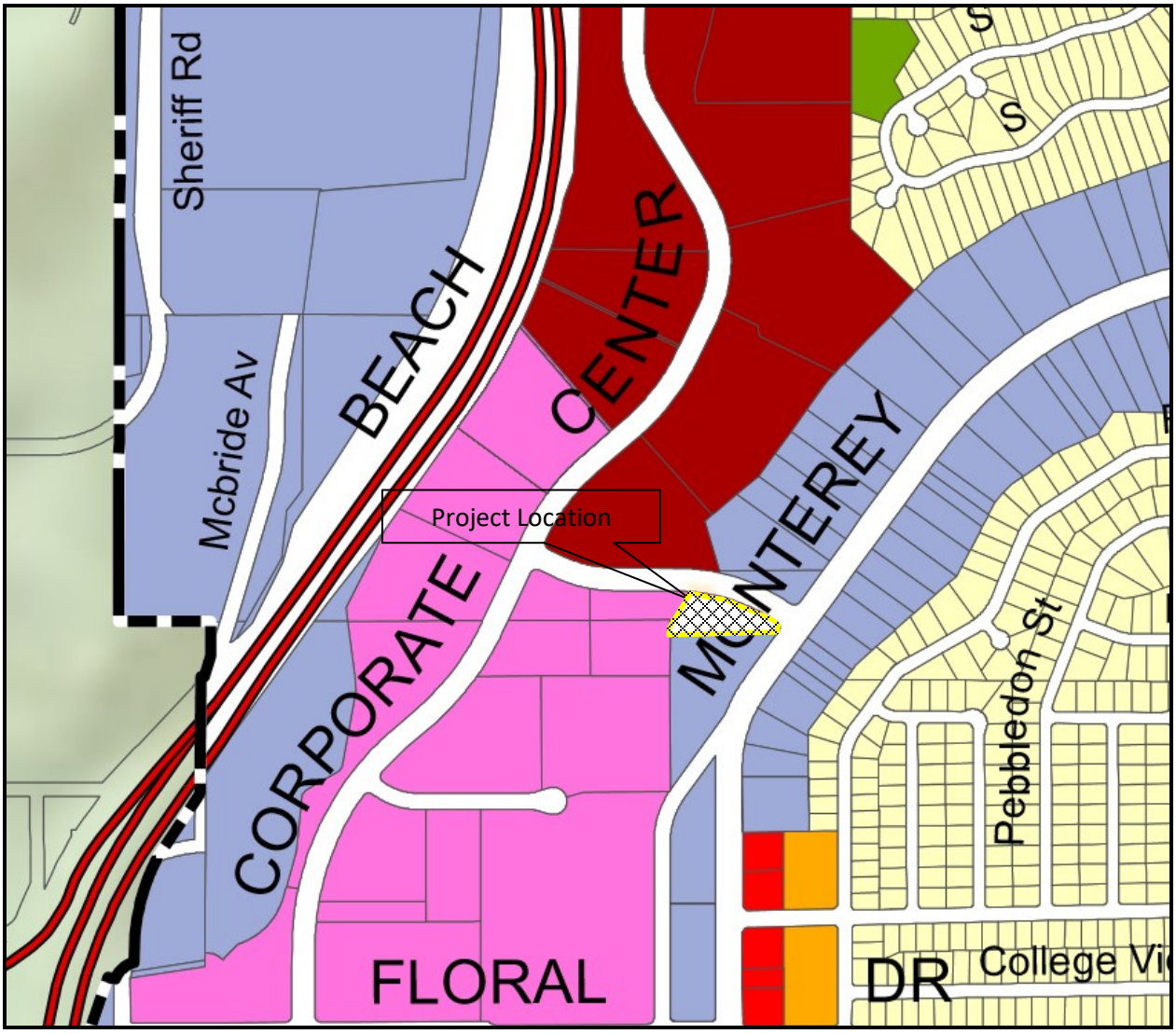
Exhibit B to Ordinance

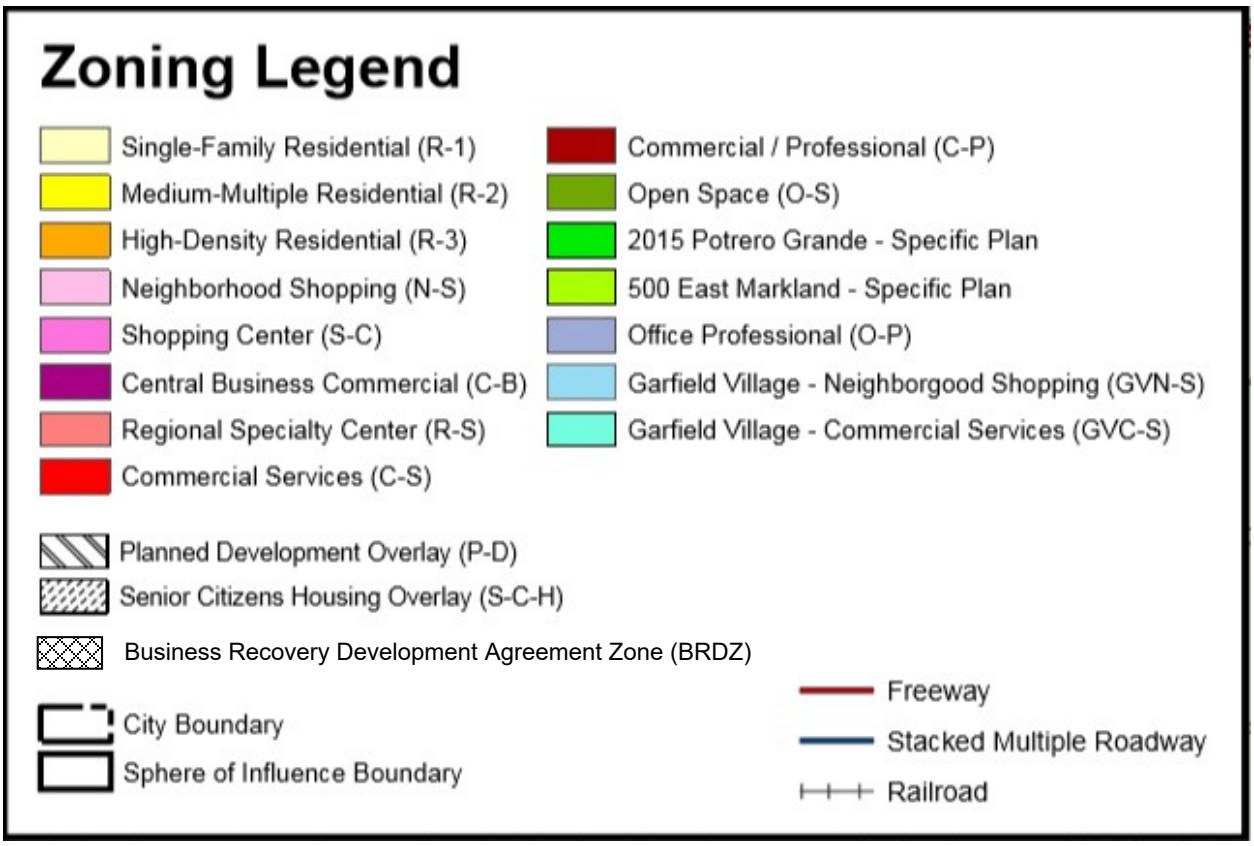
Zone Map Amendment

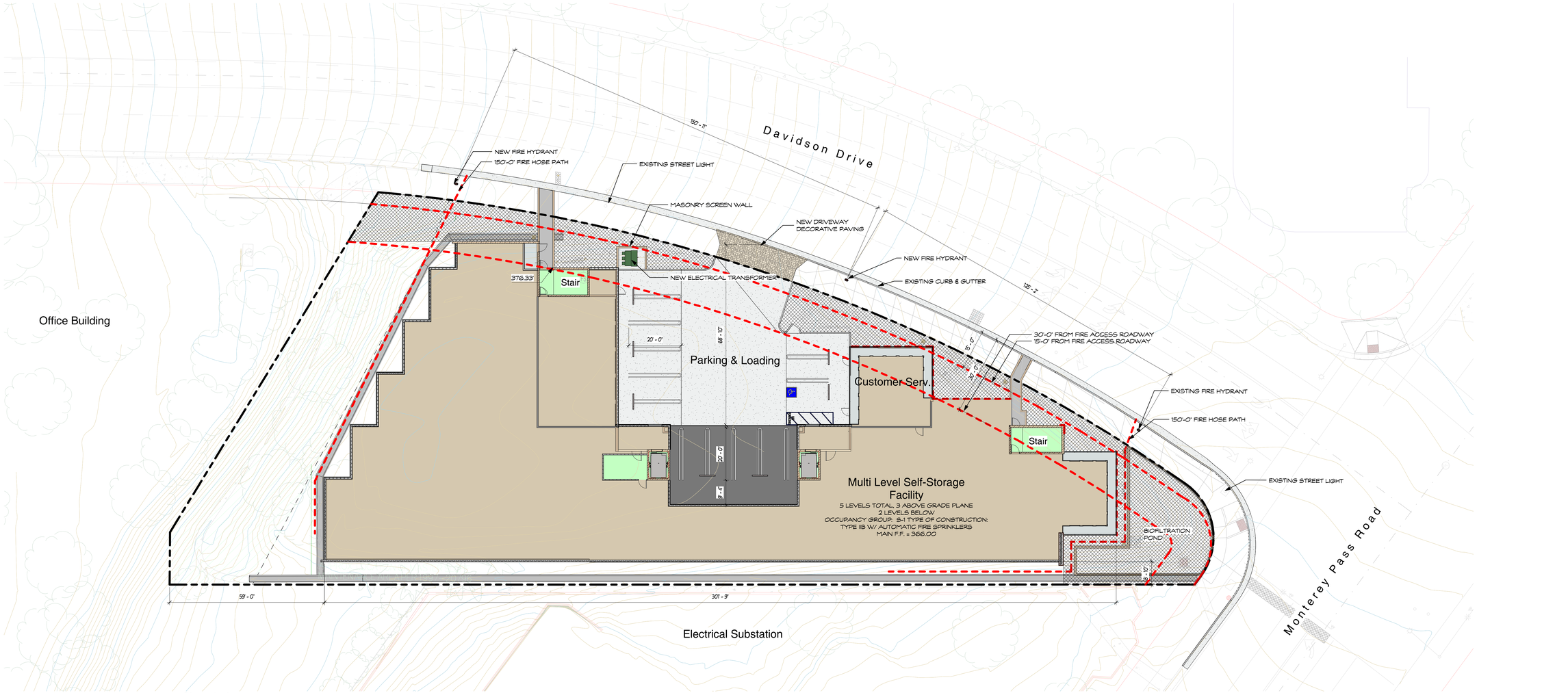
2500 Davidson Drive

Existing Zone: S-C

Proposed Zone: S-C with BRDZ Overlay




Zoning Legend
Single-Family Residential (R-1)
Medium-Multiple Residential (R-2)
High-Density Residential (R-3)
Neighborhood Shopping (N-S)
Shopping Center (S-C)
Central Business Commercial (C-B)
Regional Specialty Center (R-S)
Commercial Services (C-S)
Commercial / Professional (C-P)
Open Space (O-S)
2015 Potrero Grande - Specific Plan
500 East Markland - Specific Plan
Office Professional (O-P)
Garfield Village - Neighborgood Shopping (GVN-S)
Garfield Village - Commercial Services (GVC-S)
Planned Development Overlay (P-D)
Senior Citizens Housing Overlay (S-C-H)
Business Recovery Development Agreement Zone (BRDZ)
City Boundary
Sphere of Influence Boundary
Freeway
Stacked Multiple Roadway
Railroad



Sheet Index

Sheet Number	Sheet Name	Sheet Issue Date
A-1.1	Site Plan	DA Submittal - October 20, 2020
A-1.2	Site Plan Context	DA Submittal - October 20, 2020
C-1.1	Title Sheet	April 24, 2020
C-1.2	Existing Topography	April 24, 2020
C-1.3	Conceptual Grading Plan	April 24, 2020
C-1.4	BMP Plan	April 24, 2020
C-1.5	Conceptual Street Plan	April 24, 2020
L-1	Preliminary Landscape Plan	DA Submittal - October 20, 2020
A-2.1	Level B0 Floor Plan	DA Submittal - October 20, 2020
A-2.2	Level B1 Floor Plan	DA Submittal - October 20, 2020
A-2.3	Level B2 Floor Plan	DA Submittal - October 20, 2020
A-2.4	Main Level Floor Plan	DA Submittal - October 20, 2020
A-2.5	Second Level Floor Plan	DA Submittal - October 20, 2020
A-2.6	Third Level Floor Plan	DA Submittal - October 20, 2020
A-2.7	High Roof Plan	DA Submittal - October 20, 2020
A-3.1	Site Sections	DA Submittal - October 20, 2020
A-4.1	Exterior Elevations	DA Submittal - October 20, 2020
A-4.2	Exterior Elevations	DA Submittal - October 20, 2020
A-5.1	Massing	DA Submittal - October 20, 2020
A-5.2	Project Views	DA Submittal - October 20, 2020
A-5.3	Project Views	DA Submittal - October 20, 2020
A-5.4	Project Views	DA Submittal - October 20, 2020

Parking Analysis

Parking Required		
Self-Storage		13 spaces required
Total		13 spaces required
Parking Provided		
	Full Size	8 spaces provided
	Loading (30% max)	4 spaces provided
	Disabled Access	1 spaces provided
Total Provided:		13 spaces provided
Bicycle Parking Required	5% Vehicle Spaces 2 spaces minimum	1 space required.

Site Statistics	Provided	
Total Site Area	40,674 s.f.	
Pad Area (CC&R)	24,472 s.f.	
Pad Area + 5' (CC&R)	27,865 s.f.	
Floor Area Ratio	107,850 s.f.	2.65

Building Areas

	Customer Service	Display	Covered Loading	Stairs & Elevators	Mech & Elec	Int Access Storage	Ext Access Storage	CBC Total	Exterior Walls	Gross Total
Level B0 (Cellar)				506	137	10,021		10,664	700	11,364
Level B1 (Cellar)				861		19,871		20,732	1,166	21,899
Level B2 (Cellar)		216		506		19,950		20,672	1,226	21,898
Main Level	912	216	1,800	512	97	15,792	1,460	20,790	834	21,624
Second Level		460		665	50	18,344		19,518	602	20,120
Third Level				583		10,238		10,822	124	10,946
Total	912	892	1,800	3,634	284	94,216	1,460	103,199	4,652	107,850
									Net Rentable:	75,495

Site Plan

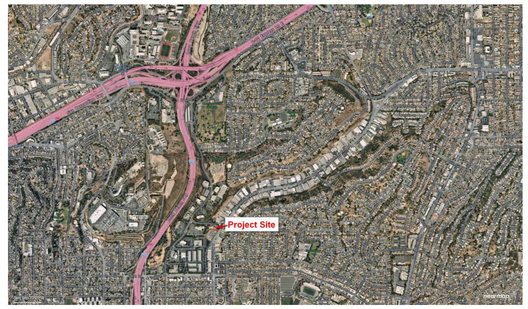
0 16' 32' Feet

Use Graphic Scale if this drawing is not printed on 30"x42" Paper

DA Submittal - October 20, 2020
1921-05.1

Project Description and Scope of Work

An application for a Develoment Agreement for a new multi-level self storage facility and related site work.
Portion of Lot 7, Tract 42611, APN 5237-024-061



A New Self-Storage Facility for:

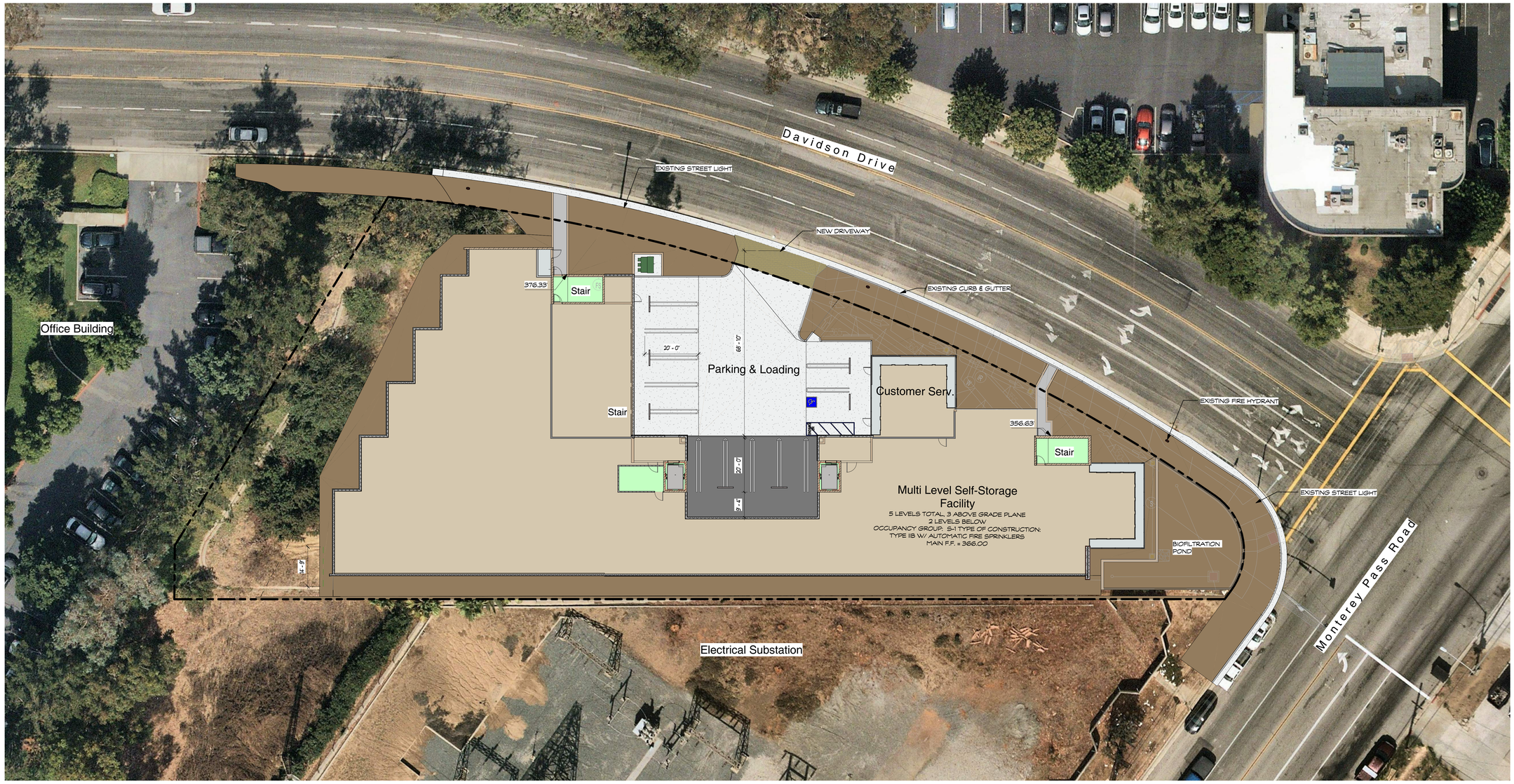
A-1 Self Storage

2500 Davidson Drive
Monterey Park, CA 91754

James Goodman ARCHITECTURE
An Architectural Corporation , Member American Institute of Architects
26901 Camino de Estrella, Suite A, Capistrano Beach, California 92624 949.493.0740 information@jgaia.com

A-1 Self-Storage - Tom Kearney
Environs, Inc. - Landscape Architecture
K&S Engineering, Inc - Civil Engineering

A-1.1



Site Plan Context

0 16' 48' Feet

Use Graphic Scale if this drawing is not printed on 30"x42" Paper

DA Submittal - October 20, 2020
1921-05.1

A New Self-Storage Facility for:

A-1 Self Storage

2500 Davidson Drive
Monterey Park, CA 91754

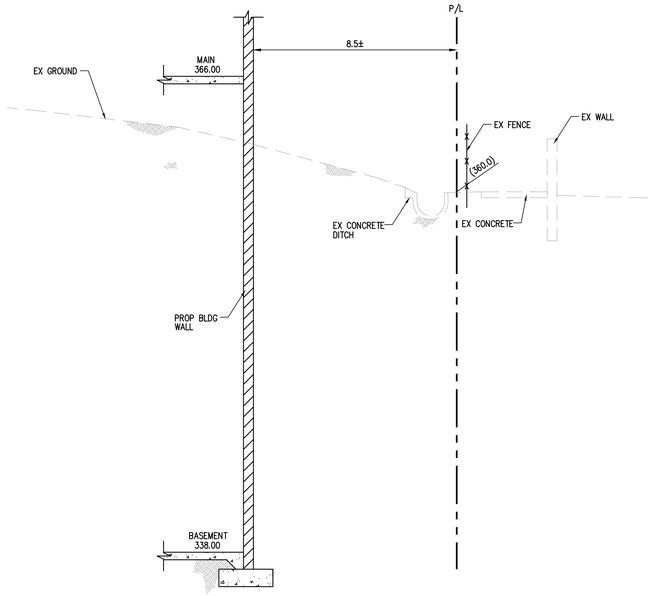
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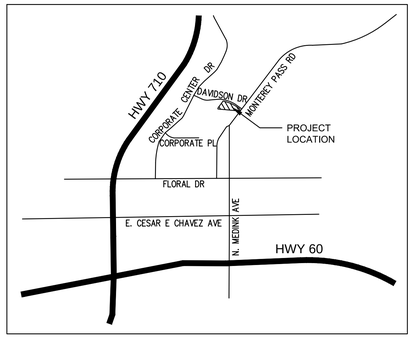
A-1 Self-Storage - Tom Kearney
Environs, Inc. - Landscape Architecture
K&S Engineering, Inc - Civil Engineering

A-1.2

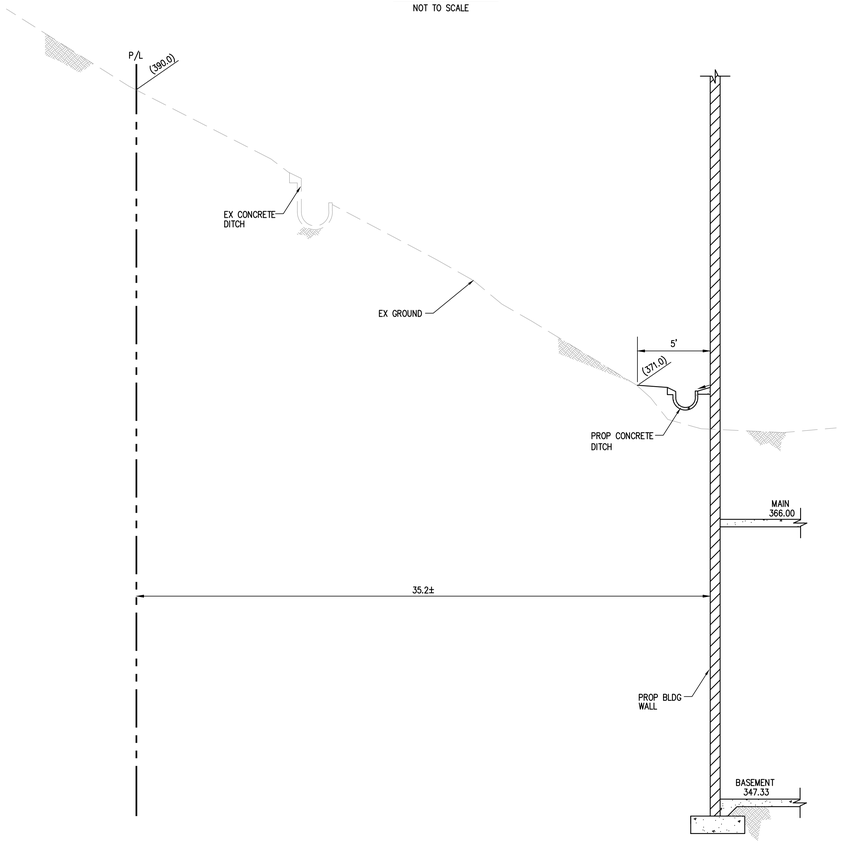
A-1 SELF STORAGE
MONTEREY PARK



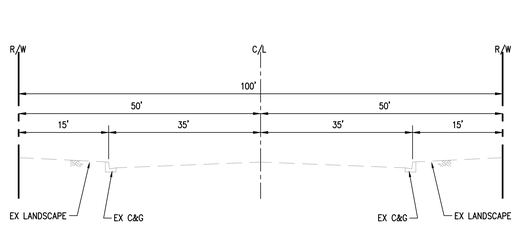
SECTION "A"
NOT TO SCALE



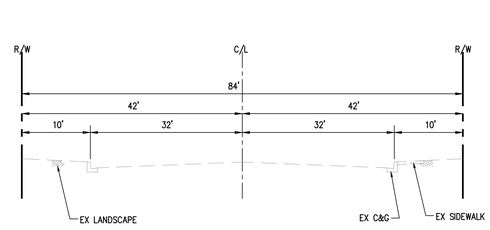
VICINITY MAP
NOT TO SCALE



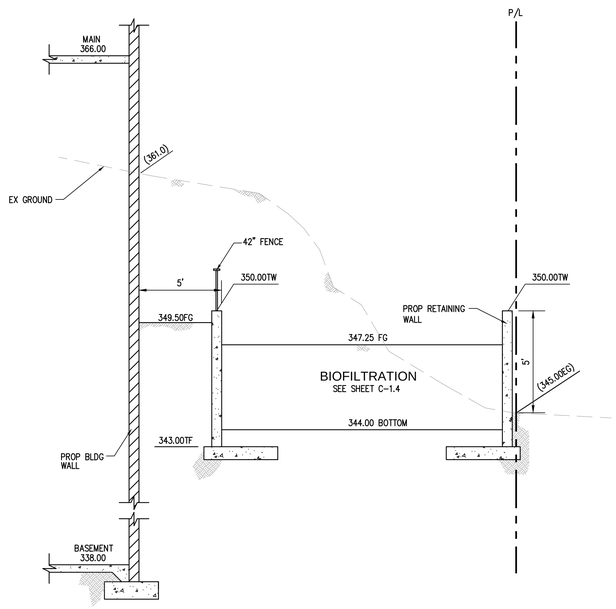
SECTION "B"
NOT TO SCALE



MONTEREY PASS ROAD
NOT TO SCALE



DAVIDSON DRIVE
NOT TO SCALE



SECTION "C"
NOT TO SCALE

LEGEND

ITEM	SYMBOL
INDICATES PROPERTY BOUNDARY	
CENTERLINE	
RETAINING WALL	
CONCRETE	
DRIVEWAY	
CONCRETE DITCH	
CATCH BASIN	
STORM DRAIN PIPE	
SLOPE	
SEWER LATERAL	S
WATER SERVICE	W
FIRE SERVICE	FS
CURB RAMP PER CALTRANS STD PLANS NO. A88A (TYPE B & F)	
BIOFILTRATION	

SITE ADDRESS:

2500 DAVIDSON DRIVE
MONTEREY PARK, CA 91754

LEGAL DESCRIPTION:

LOT 7 OF PARCEL MAP NO. 42611

PROJECT AREA:

TOTAL GROSS	0.93 AC
TOTAL NET	0.69 AC

APN:

5237-024-061

BENCH MARK:

LOS ANGELES COUNTY PUBLIC WORKS SURVEY SECTION BENCH
MARK NO. LY6718
ELEVATION: 336.678
DESCRIPTION: L&BR IN E CB MONTEREY PASS RD 35FT E/O
C/L & 125FT N/O PI WITH KERN AVE @ BLDG# 1350 (20 FT
NLY OF SLY P/L)

SOURCE OF TOPOGRAPHY:

AERIAL TOPOGRAPHY AND FIELD SURVEY BY:
K & S ENGINEERING, INC
7801 MISSION CENTER COURT, SUITE 100
SAN DIEGO CA 92108
DATED AUGUST 26, 2019

OWNER/APPLICANT

A-1 SELF STORAGE
4607 MISSION GORGE PLACE
SAN DIEGO, CA 92120
(619) 287-8873

PREPARED BY:

K & S ENGINEERING, INC
7801 MISSION CENTER COURT, SUITE 100
SAN DIEGO CA 92108
HOSSEIN ZOMORRODI RCE 43235
(619) 296-5565 EXT 120

SHEET INDEX:

TITLE SHEET, CROSS SECTIONS AND DETAILS.....C-1.1
EXISTING TOPOGRAPHY.....C-1.2
CONCEPTUAL GRADING PLAN.....C-1.3
BMP PLAN.....C-1.4
CONCEPTUAL STREET PLAN.....C-1.5

PRELIMINARY GRADING NOTE:

THIS PLAN IS PROVIDED TO ALLOW FOR FULL AND ADEQUATE DISCRETIONARY REVIEW OF A PROPOSED DEVELOPMENT PROJECT. THE PROPERTY OWNER ACKNOWLEDGES THAT ACCEPTANCE OR APPROVAL OF THIS PLAN DOES NOT CONSTITUTE AN APPROVAL TO PERFORM ANY GRADING SHOWN HEREON, AND AGREES TO OBTAIN VALID GRADING PERMISSIONS BEFORE COMMENCING SUCH ACTIVITY.

TITLE SHEET

A New Self-Storage Facility for:

2500 Davidson Drive
Monterey Park, CA 91754

K&S ENGINEERING, INC.
Planning . Engineering . Surveying
7801 Mission Center Court, Suite 100 San Diego, CA 92108
(619) 296-5565 Fax: (619) 296-5564

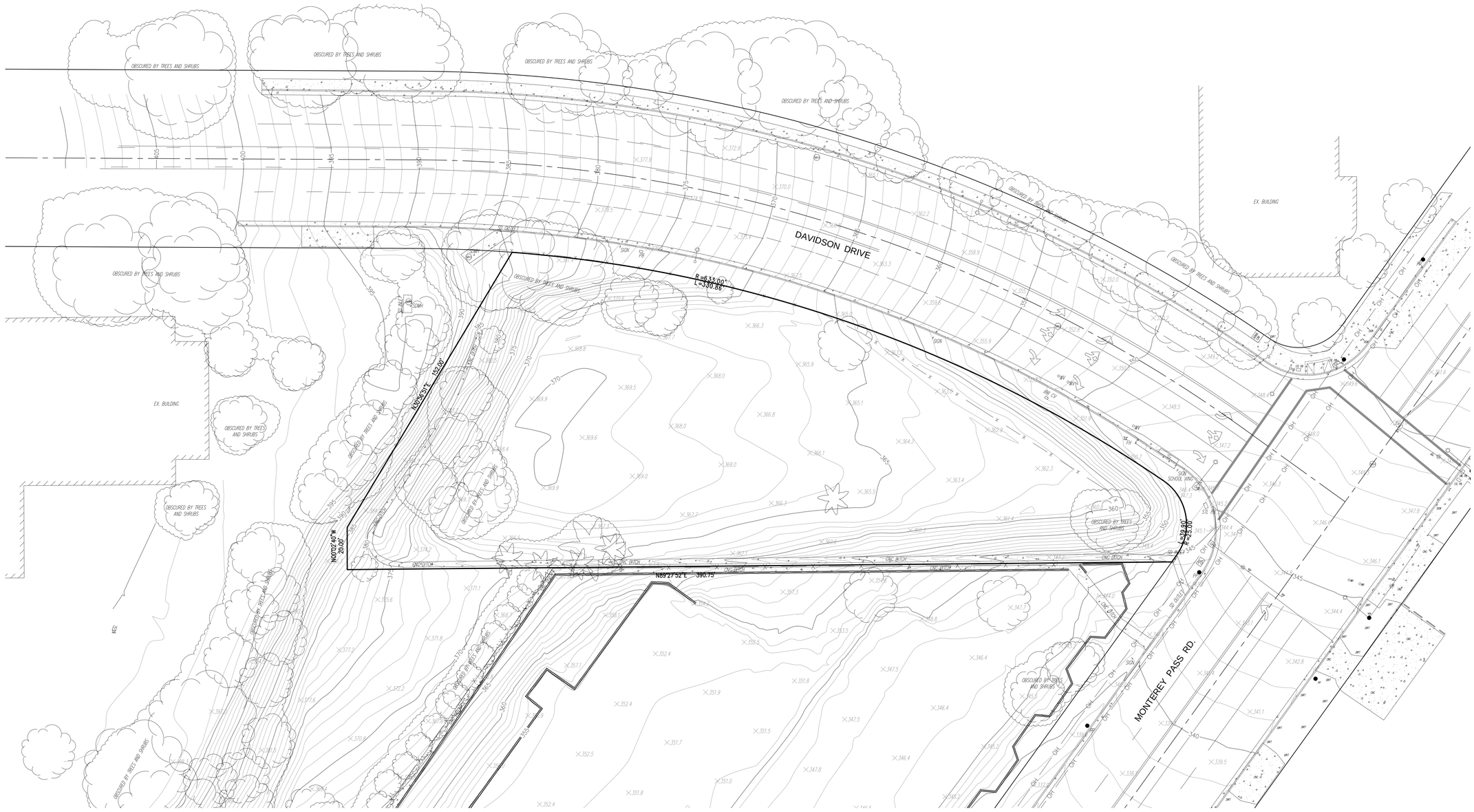
REGISTERED PROFESSIONAL ENGINEER HOSSEIN ZOMORRODI NO. 43235 EXP 3-31-22 CIVIL STATE OF CALIFORNIA

James Goodman ARCHITECTURE
An Architectural Corporation . Member American Institute of Architects
26901 Camino de Estrella, Suite A, Capistrano Beach, California 92624 949.493.0740 information@jgaia.com

K&S Engineering, Inc - Civil Engineering
Environs, Inc. - Landscape Architecture

C-1.1

April 24, 2020



EXISTING TOPOGRAPHY

A New Self-Storage Facility for:

2500 Davidson Drive
Monterey Park, CA 91754

James Goodman ARCHITECTURE
An Architectural Corporation . Member American Institute of Architects

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GRAPHIC SCALE: 1" = 20'

K&S ENGINEERING, INC.
Planning . Engineering . Surveying
7801 Mission Center Court, Suite 300 San Diego, CA 92108
(619) 296-5565 Fax (619) 296-5564

REGISTERED PROFESSIONAL ENGINEER
HOSSEIN ZOMORODI
NO. 43235
EXP 3-31-22
CIVIL
STATE OF CALIFORNIA

K&S Engineering, Inc - Civil Engineering
Environs, Inc. - Landscape Architecture

C-1.2

April 24, 2020

FOR IMPROVEMENTS WITHIN PUBLIC RIGHT OF WAY SEE SHEET C-1.5

DAVIDSON DRIVE

MONTEREY PASS RD

OFFICE
FFE 366.00

FFE 347.33 (BASEMENT)
PAD 345.33

FFE 366.00 (MAIN)
FFE 338.00 (BASEMENT)
PAD 336.00

EX. BUILDING

OBSCURED BY TREES AND SHRUBS

N89°27'52"E 390.75

N00°32'08"W 20.00'

N00°56'51"E 152.00'

R=633.00' L=330.86'

CONCEPTUAL GRADING PLAN

A New Self-Storage Facility for:

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Monterey Park, CA 91754

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Planning . Engineering . Surveying
7801 Mission Center Court, Suite 100 San Diego, CA 92108
(619) 296-5565 Fax: (619) 296-5564

REGISTERED PROFESSIONAL ENGINEER
ROBERT N. ZOMBOROSKI
NO. 43235
EXP. 3-31-22
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE: 1" = 20'

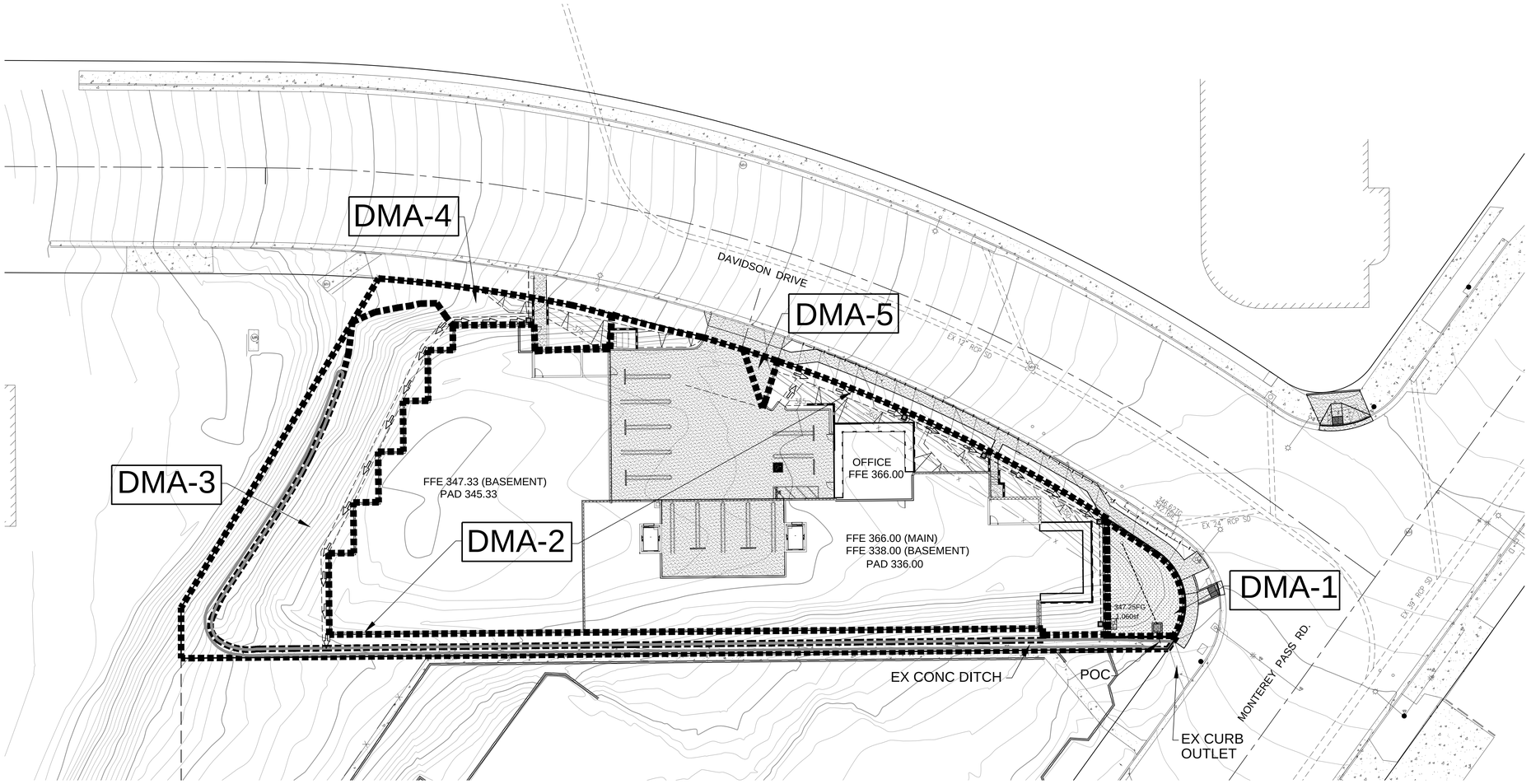
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K&S Engineering, Inc - Civil Engineering
Environs, Inc. - Landscape Architecture

C-1.3

April 24, 2020



AREA CALCULATION

BIOFILTRATION FACILITY (FOR WATER QUALITY ONLY)

DMA TREATMENT AREA	DMA AREA (SF)	POST-PROJECT SURFACE TYPE	DMA RUNOFF FACTOR	DMA AREA X RUNOFF FACTOR	SOIL TYPE * PER WEBSOILS NRCS	BMP		
					"C"	BIOFILTRATION (BIO-1)		
DMA-1 & DMA-2	27,255	CONCRETE/ASPHALT/ROOF	0.9	24,529	IMP SIZING FACTOR		PROPOSED AREA	
DMA-1 & DMA-2	2,468	LANDSCAPE	0.1	246	(WM ONLY)	MINIMUM AREA		
				24,775	0.03	743	1,060	IMP AREA

DRAINAGE MANAGEMENT AREAS

DMA	SURFACE SF		TOTAL SF	TYPE OF STRUCTURAL BMP
	IMPERVIOUS	PERVIOUS		
DMA-1	0	1,025	1,025	BIOFILTRATION
DMA-2	27,255	1,443	28,698	BIOFILTRATION
DMA-3	426	5,793	6,219	SELF-MITIGATED
DMA-4	188	1,175	1,363	SELF-MITIGATED
DMA-5	141	0	141	DEMINIMUS
TOTAL			37,446	

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HOSSEIN ZOMORODI
NO.43235
EXP 3-31-22
CIVIL
STATE OF CALIFORNIA

NO DUMPING THIS DRAINS TO OCEAN

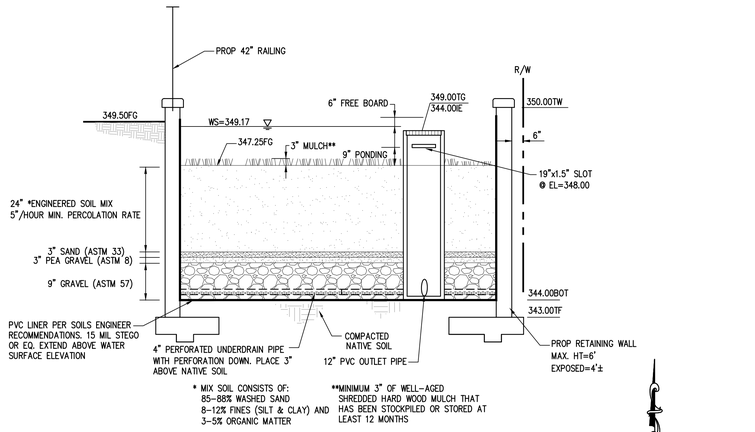
ALL STORMDRAIN INLETS AND CATCH BASINS WITHIN PROJECT MUST BE STENCILED TO DISCURAGE ILLEGAL DUMPING.

NOTES:

1. THESE ARE SAMPLE TILES AND SIGNS.
2. CITY ENGINEER TO DESIGNATE OR APPROVE SIGNS, TILES OR STENCILS.
3. PROVIDE LABELING WITH PROHIBITIVE LANGUAGE ("THIS DRAINS TO THE OCEAN")
4. SIGN SHOULD BE PLACED ON THE CATCH BASIN GRATE.
5. SIGN SHALL HAVE A WHITE BACKGROUND WITH BLUE LETTERING.

STORM DRAIN SIGNAGE

NOT TO SCALE



BMP-1 BIOFILTRATION

1,060 SF

NOT TO SCALE

0 10 20 40 60

GRAPHIC SCALE: 1" = 20'

PROJECT TYPE

-NEW DEVELOPMENT, NEW IMPERVIOUS AREA

SOURCE CONTROL MEASURE CHECKLIST:

	APPLIED
-STORM DRAIN MESSAGE AND SIGNAGE (S-1)	YES
-OUTDOOR TRASH STORAGE/WASTE HANDLING AREA (S-3)	YES
-LANDSCAPE IRRIGATION PRACTICES (S-8)	YES
-BUILDING MATERIALS (S-9)	YES

STORMWATER QUALITY CONTROL MEASURE:

-BIOFILTRATION (BIO-1)

BMP PLAN

A New Self-Storage Facility for:

2500 Davidson Drive
Monterey Park, CA 91754

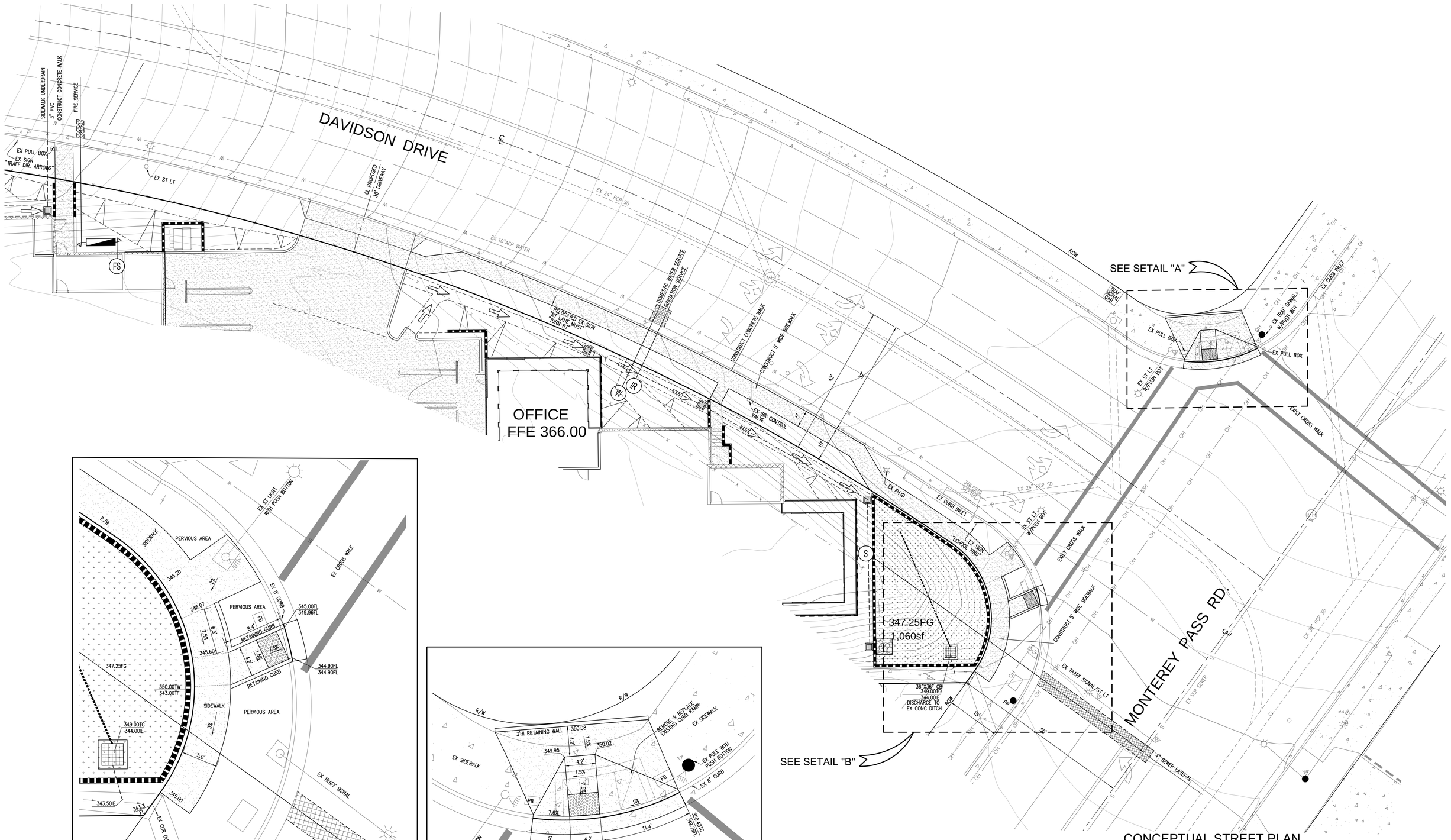
James Goodman ARCHITECTURE
An Architectural Corporation , Member American Institute of Architects

26901 Camino de Estrella, Suite A, Capistrano Beach, California 92624 949.493.0740 information@jgaia.com

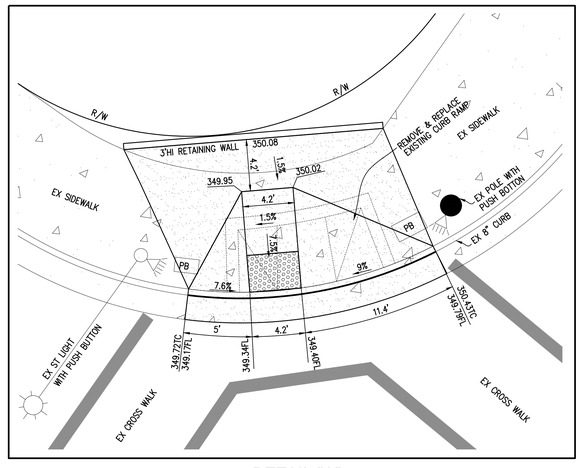
K&S Engineering, Inc - Civil Engineering
Environs, Inc. - Landscape Architecture

C-1.4

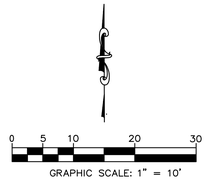
April 24, 2020



DETAIL "B"
SCALE: 1"=5'



DETAIL "A"
SCALE: 1"=5'



GRAPHIC SCALE: 1" = 10'

CONCEPTUAL STREET PLAN

A New Self-Storage Facility for:

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Monterey Park, CA 91754

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Planning . Engineering . Surveying
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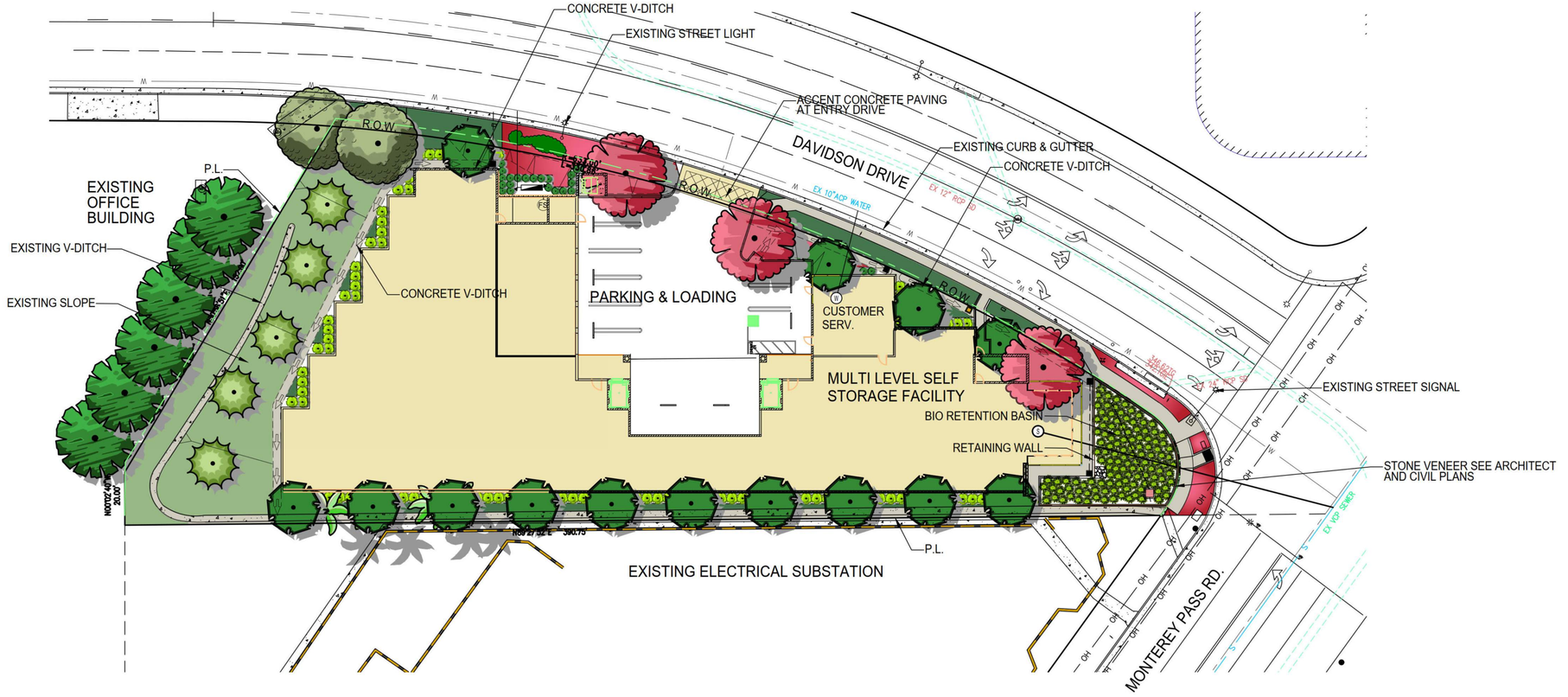
REGISTERED PROFESSIONAL ENGINEER
KRISTOPHER D. ZOMBRONO
NO. 43235
EXP 3-31-22
CIVIL
STATE OF CALIFORNIA

James Goodman ARCHITECTURE
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C-1.5

April 24, 2020



GROUND COVER PALETTE - LOW WATER USE - 1 GAL
Acacia redolens 'Desert Carpet' TM / Bank Catclaw Space 4' o.c.
Baccharis pilularis 'Pigeon Point' / Coyote Brush - Space 4' o.c.
Lantana montevidensis 'Nen Gold' / Trailing Lantana
Myoporum parvifolium 'Putah Creek' / Putah Creek Myoporum Space 3' o.c.
Rosmarinus officinalis 'Huntington Carpet' / Huntington Carpet Rosemary

GROUND COVER PALETTE - MEDIUM WATER USE - 1 GAL
Hemerocallis x 'Bitsy' / Yellon Daylily Space 2' o.c.
Rosa x 'Flower Carpet Pink' / Rose Space 3' o.c.
Rosa x 'Flower Carpet Red' / Rose Space 3' o.c.
Trachelospermum jasminoides / Star Jasmine Space 18" o.c.

EXISTING GROUND COVER & SHRUBS TO REMAIN
Festuca arundinacea 'Marathon' / Dwarf Cool Season Turf

NOTES

1. ALL TREES WITHIN 6' OF HARDSCAPE OR ADJACENT TO SCE EASEMENT SHALL BE IN A SHAWTOWN LINEAR (WRAP AROUND NOT ALLOWED) ROOT BARRIER 24" HIGH LINEAR ROOT BARRIER SHALL BE CENTERED ON TREE AND EXTEND 5' IN BOTH DIRECTIONS FOR A TOTAL OF 10' OR TO EDGE OF PLANTER AT SCE EASEMENT.
2. NOTE: CONTRACTOR TO INSTALL CONCRETE MOWCURBS TO DEFINE THE FOLLOWING AREAS: BETWEEN GRAVEL AND PLANTING AREAS.
3. NOTE: QUANTITIES AND AREA CALCULATIONS SHOWN IN LEGEND ARE FOR REFERENCE ONLY . CONTRACTOR REPONSIBLE FOR ALL QUANTITY TAKE-OFFS AND AREA CALCULATIONS FOR DETERMINING COST AND DELIVERY OF MATERIALS TO SITE.

SHREDDED MULCH NOTE

ALL PLANTER AREAS TO RECEIVE A 3" LAYER OF SHREDDED COVER MULCH AVAILABLE FROM EARTHWORKS (951)782-0260

SMALL SCALE FOUNDATION PLANTING - 5 GAL - LOW WATER
Arbutus unedo / Strawberry Tree Shrub - Space 5' o.c.
Callistemon citrinus 'Little John' / Dwarf Bottle Brush- Space 3' o.c.
Eleagnus pungens / Silverberry Space 4' o.c.
Nerium oleander 'Petite Pink' / Petite Pink Oleander - Space 4' o.c.
Olea europaea 'Little Ollie' TM / Little Ollie Olive Space 3' o.c.
Rosmarinus officinalis 'Tuscan Blue' / Tuscan Blue Rosemary - Space 3' o.c.
Westringia fruticosa / Coast Rosemary - Space 4' o.c.

GRASSES - LOW / MEDIUM WATER
Miscanthus transmorrisonensis / Evergreen Eulalia
Muhlenbergia capillaris 'Autumn Blush' / Pink Muhly
Muhlenbergia lindheimeri 'Autumn Glow' TM / Lindheimer's Muhly
Muhlenbergia rigens / Deer Grass
Pennisetum 'Fairy Tails' / Fairy Tails Fountain Grass

ACCENT SHRUBS - 5 GAL - LOW WATER USE
Agave attenuata / Agave - Space 4' o.c.
Anigozanthos flavidus 'Big Red' / Red Kangaroo Paw - Space 3' o.c.
Anigozanthos x 'Gold Velvet' / Kangaroo Paw - Space 3' o.c.
Arbutus unedo / Strawberry Tree Shrub - Space 5' o.c.
Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry - Space 4' o.c.
Bougainvillea x 'Texas Dawn' TM / Texas Dawn Bougainvillea Space 5' o.c.
Callistemon citrinus 'Little John' / Dwarf Bottle Brush- Space 3' o.c.
Muhlenbergia capillaris / Pink Muhly Space 4' o.c.
Muhlenbergia capillaris 'Autumn Blush' / Pink Muhly
Muhlenbergia lindheimeri 'Autumn Glow' TM / Lindheimer's Muhly Space 4' o.c.
Nerium oleander 'Petite Pink' / Petite Pink Oleander - Space 4' o.c.
Olea europaea 'Little Ollie' TM / Little Ollie Olive Space 3' o.c.
Pennisetum advena 'Rubrum' / Fountain Grass Space 4' o.c.
Rosmarinus officinalis 'Tuscan Blue' / Tuscan Blue Rosemary - Space 4' o.c.
Salvia clevelandii 'Allen Chickering' / Cleveland Sage - Space 4' o.c.
Salvia greggii 'Furmans Red' / Furman's Red Salvia - Space 3' o.c.
Westringia fruticosa / Coast Rosemary - Space 4' o.c.
Yucca filamentosa 'Color Guard' / Adam's Needle - Space 4' o.c.

ACCENT SHRUBS- 1 & 5 GAL - MEDIUM WATER USE
Abelia x grandiflora 'Edward Goucher' / Glossy Abelia - 5 gal. Space 4' o.c.
Cordyline x 'Electric Pink' / Pink Cordyline Space 3' o.c.
Miscanthus transmorrisonensis / Evergreen Eulalia - Space 5' o.c.
Phormium tenax 'Yellon Wave' / New Zealand Flax - 5 gal. Space 4' o.c.
Rhaphiolepis indica 'Jack Evans' / Indian Hawthorn - 5 gal. Space 4' o.c.
Rosa floribunda 'Iceberg' / Iceberg Rose - 5 gal. Space 3'-6" o.c.

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	WUCOLS	QTY
	Existing Elm Tree to be Remain	Existing	Low	2
	Existing Mexican Fan Palm to be Removed	Existing	Low	4
	Existing Pine to Remain	Existing	Low	6
	Koelreuteria bipinnata / Chinese Flame Tree Standard	36"box	Med	3
	Pinus eldarica / Afghan Pine SIZE - 24" BOX - WATER USE - WULCOL - LOW	24"box	Low	5
	Tristania conferta / Brisbane Box	24"box	Med	14

CONCEPT PLANT SCHEDULE

FOUNDATION SHRUB - 5 GAL - MED WATER
Buxus microphylla japonica 'Green Beauty' / Green Beauty Boxwood - Space 30" o.c.
Ligustrum texanum / Texas Privet - Space 3'-6" o.c.
Nandina domestica / Heavenly Bamboo- Space 3' o.c.
Pittosporum tenuifolium 'Silver Sheen' / Tawhiwhi - Space 5' o.c.
Podocarpus gracilior 'Column' / Fern Pine - Space 4' o.c.
Rhaphiolepis indica 'Jack Evans' / Indian Hawthorn - 5 gal. Space 4' o.c.
Xylosma congestum / Shiny Xylosma - Space 4' o.c.

Preliminary Landscape Plan

0 20' 60' Feet

Use Graphic Scale if this drawing is not printed on 30"x42" Paper

DA Submittal - October 20, 2020
1921-05.1

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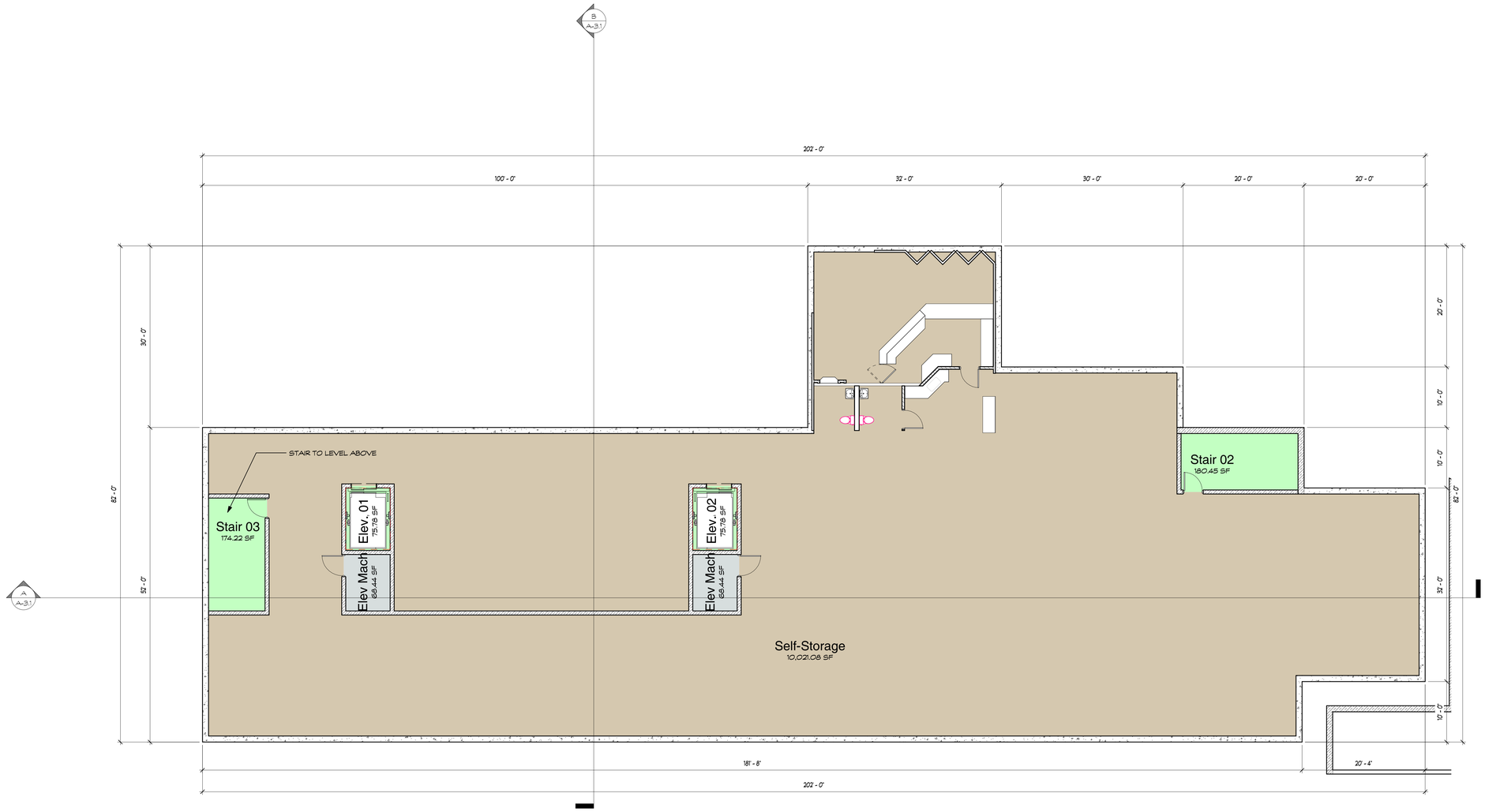
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Environs, Inc. - Landscape Architecture
K&S Engineering, Inc - Civil Engineering

L-1



Level B0 Floor Plan

0 10' 30' Feet

Use Graphic Scale if this drawing is not printed on 30"x42" Paper

DA Submittal - October 20, 2020

1921-05.1

A New Self-Storage Facility for:

A-1 Self Storage

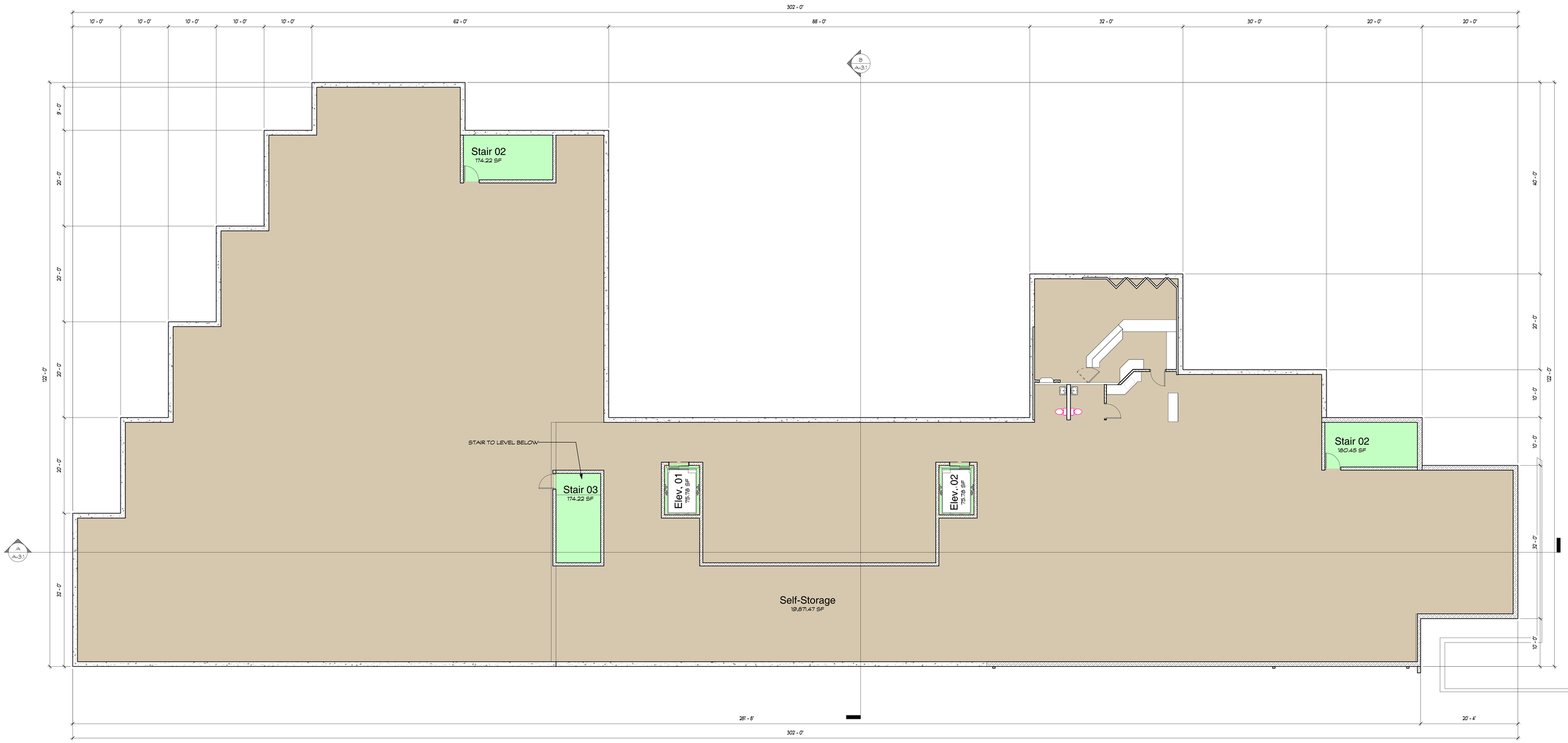
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A-2.1



Level B1 Floor Plan

0 8' 24' Feet

Use Graphic Scale if this drawing is not printed on 30"x42" Paper

DA Submittal - October 20, 2020

1921-05.1

A New Self-Storage Facility for:

A-1 Self Storage

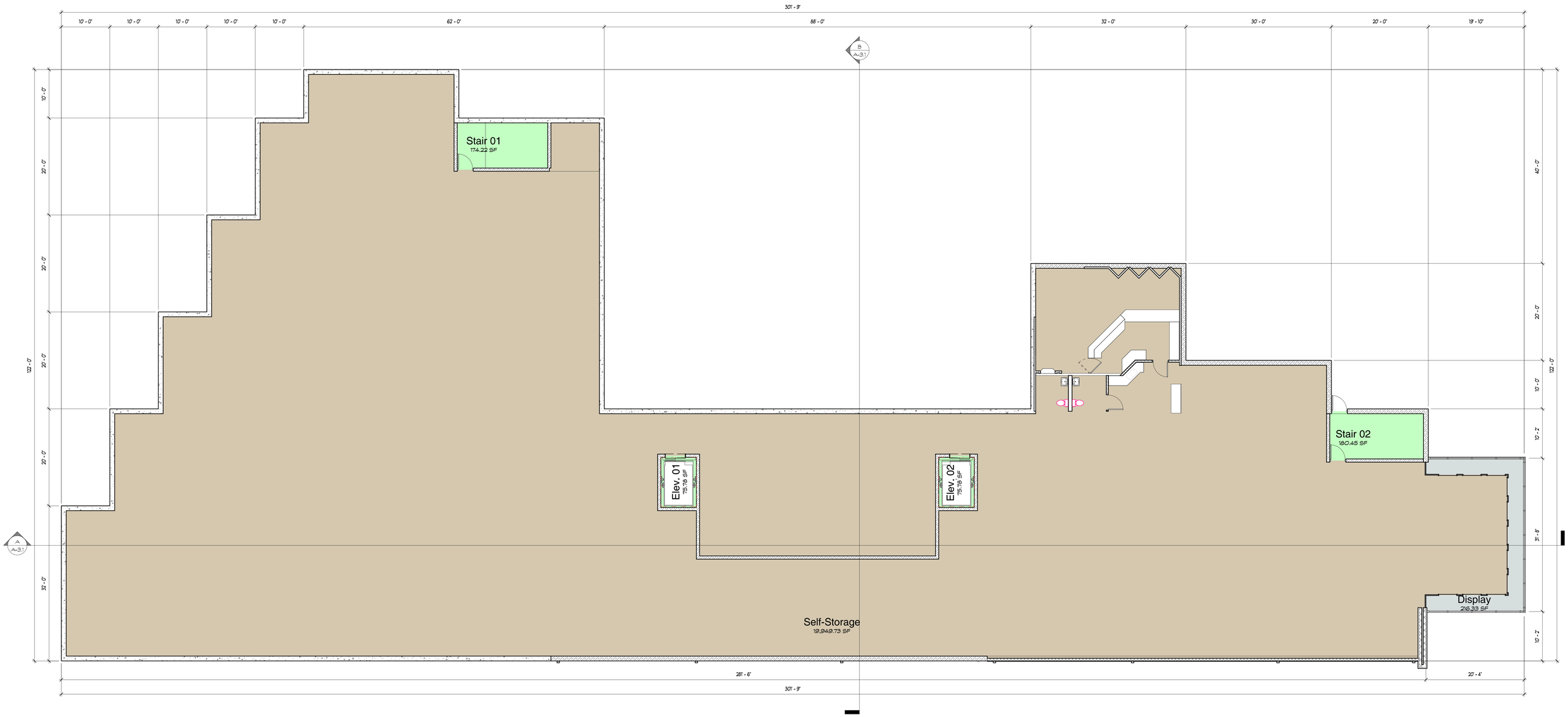
2500 Davidson Drive
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James Goodman ARCHITECTURE
An Architectural Corporation • Member American Institute of Architects

26901 Camino de Estrella, Suite A, Capistrano Beach, California 92624 949.493.0740 information@jgaia.com

A-1 Self-Storage - Tom Kearney
Environs, Inc. - Landscape Architecture
K&S Engineering, Inc - Civil Engineering

A-2.2



Level B2 Floor Plan

0 10' 30' Feet

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DA Submittal - October 20, 2020

1921-05.1

A New Self-Storage Facility for:

A-1 Self Storage

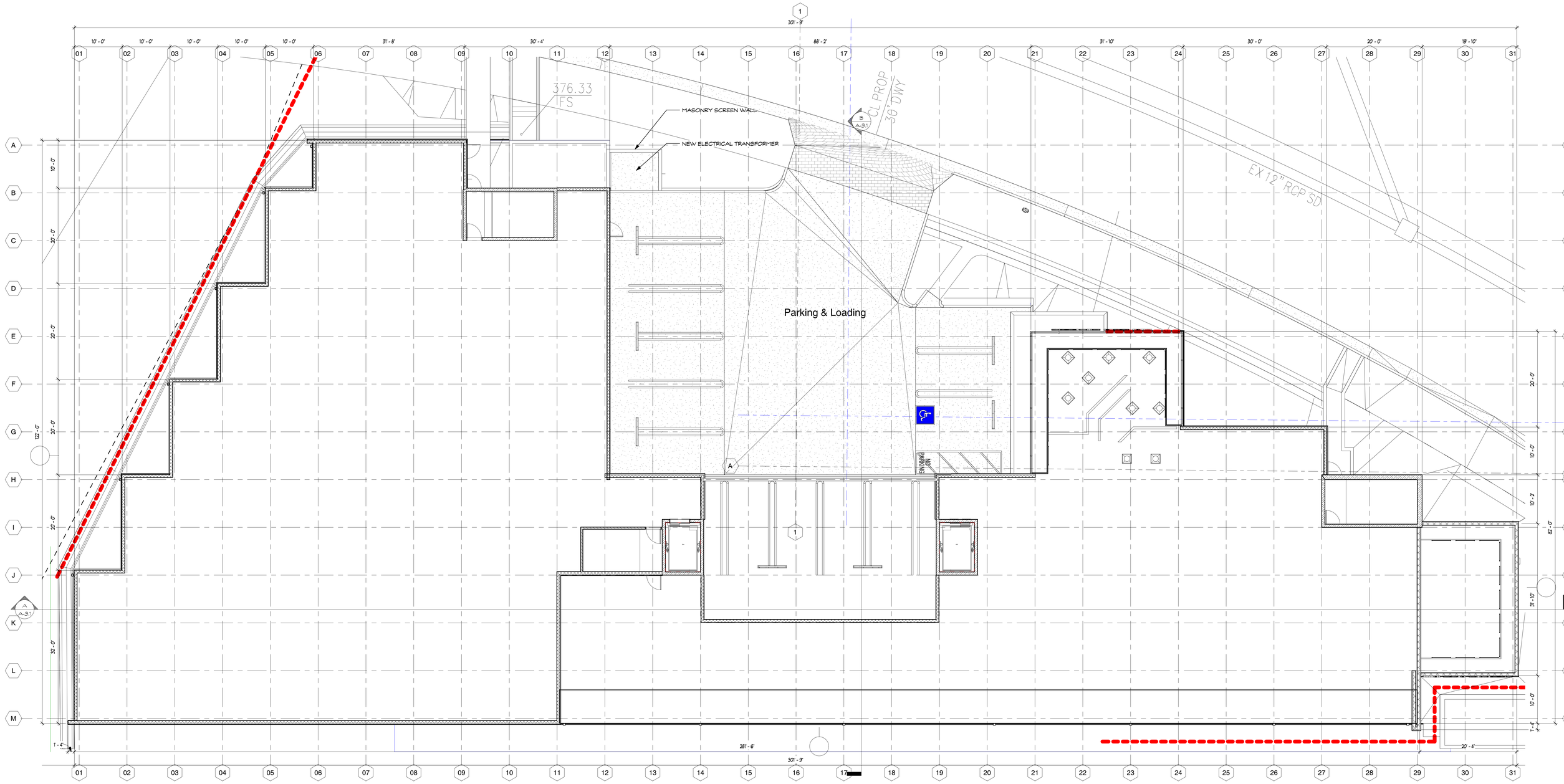
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A-2.3



Main Level Floor Plan

0 10' 30' Feet

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A-1 Self Storage

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A-1 Self-Storage - Tom Kearney
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K&S Engineering, Inc - Civil Engineering

A-2.4



Second Level Floor Plan

0 10' 30' Feet

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DA Submittal - October 20, 2020

1921-05.1

A New Self-Storage Facility for:

A-1 Self Storage

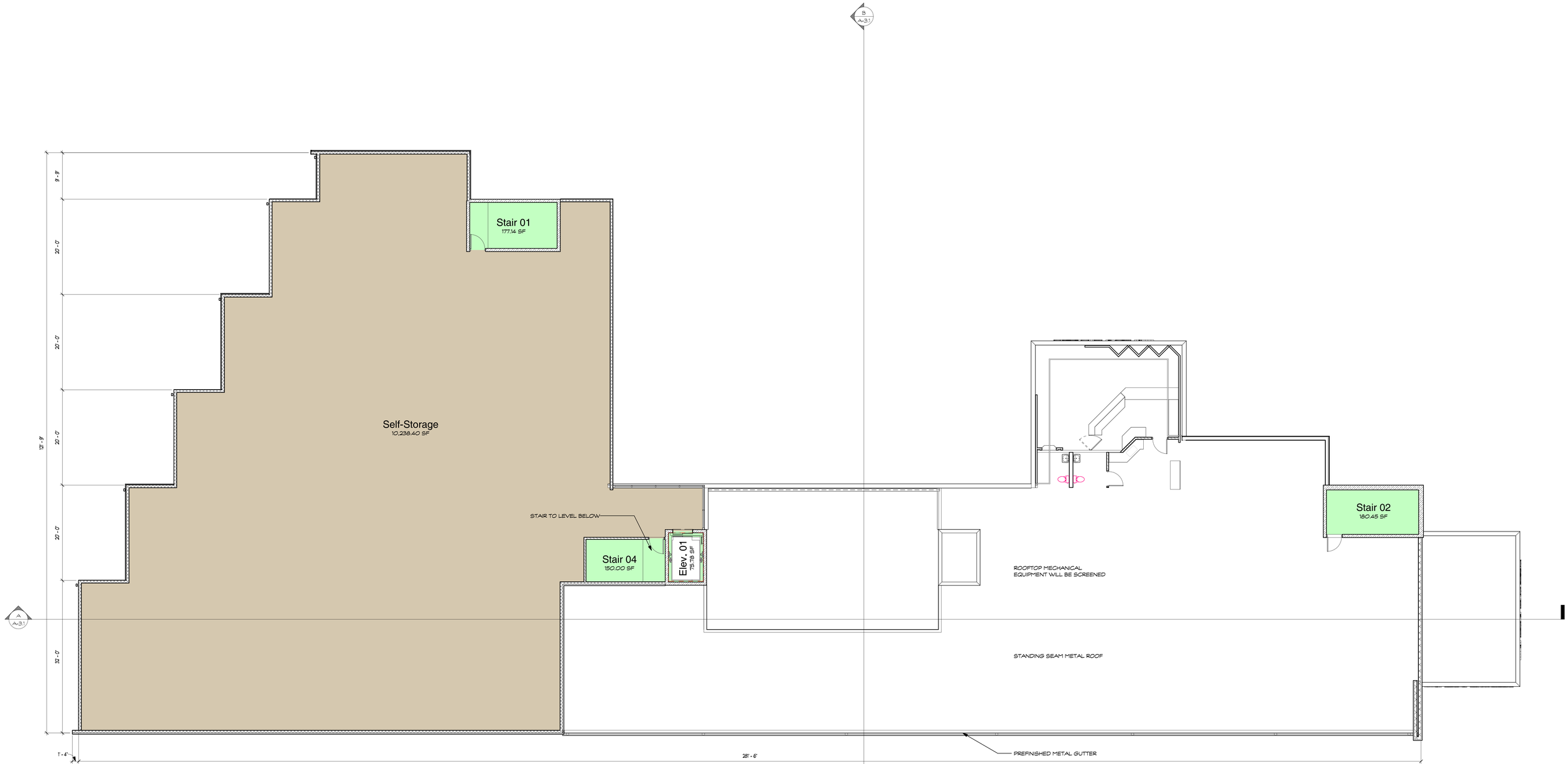
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A-1 Self-Storage - Tom Kearney
Environs, Inc. - Landscape Architecture
K&S Engineering, Inc - Civil Engineering

A-2.5



Third Level Floor Plan

0 10' 30' Feet

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DA Submittal - October 20, 2020
1921-05.1

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A-1 Self-Storage - Tom Kearney
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K&S Engineering, Inc - Civil Engineering

A-2.6



High Roof Plan

0 10' 30' Feet

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DA Submittal - October 20, 2020
1921-05.1

A New Self-Storage Facility for:

A-1 Self Storage

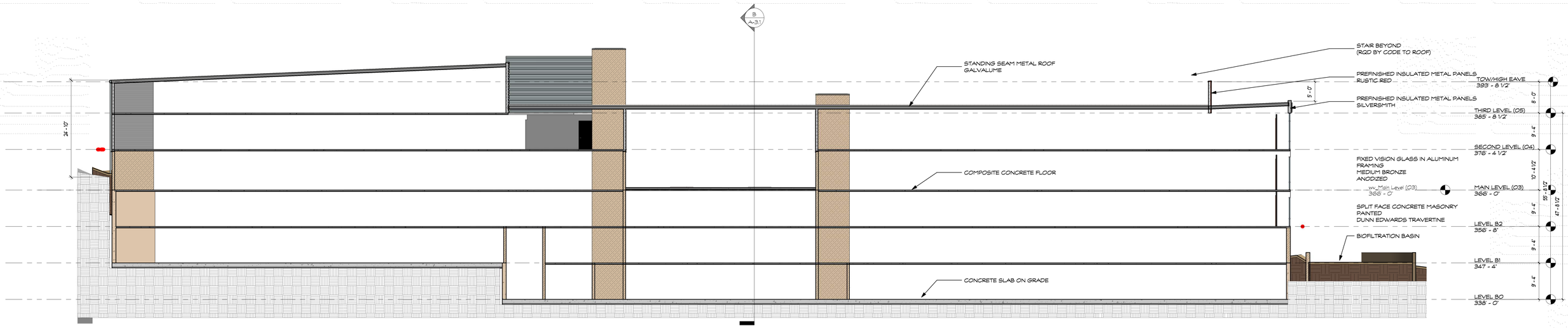
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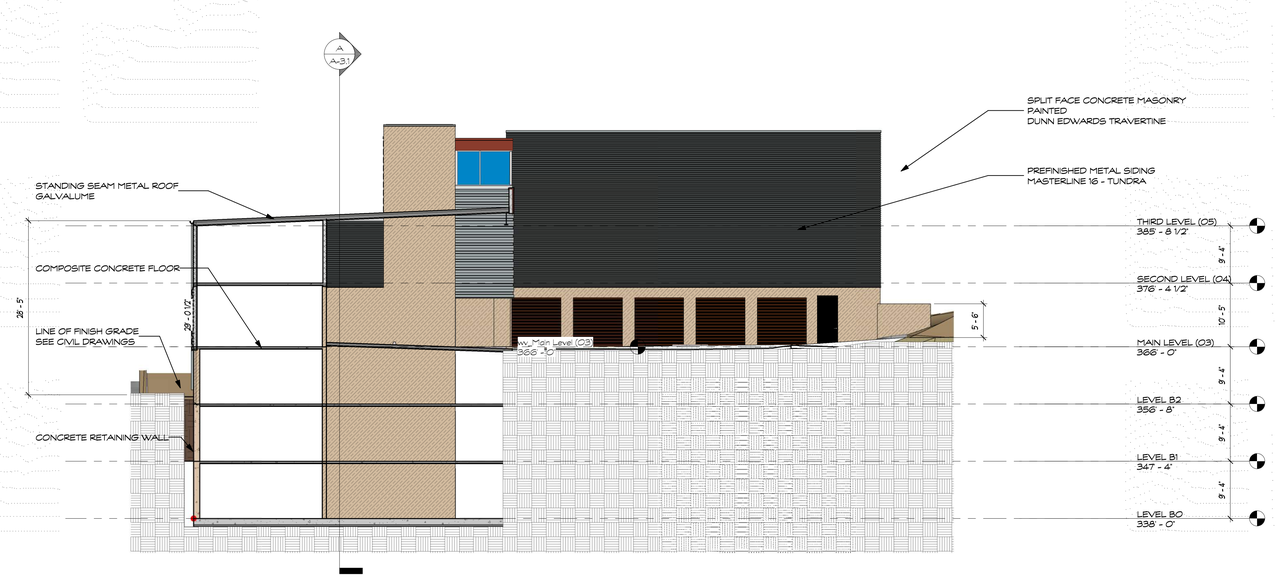
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A-1 Self-Storage - Tom Kearney
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A-2.7



Section A



Section B

Site Sections

0 10' 30' Feet

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DA Submittal - October 20, 2020

1921-05.1

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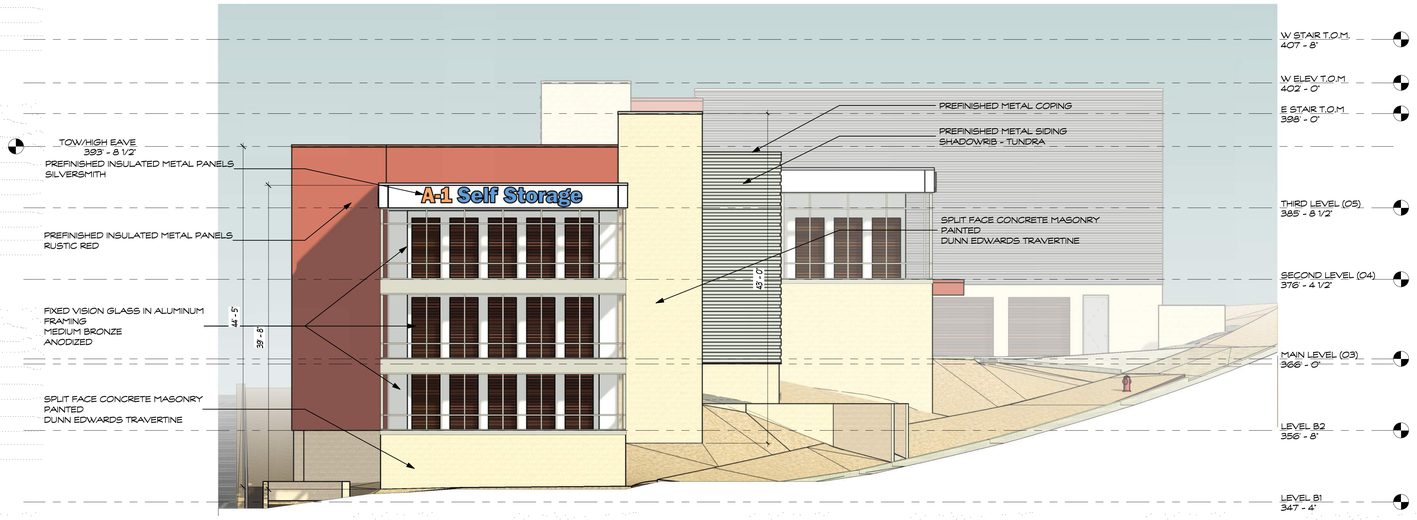
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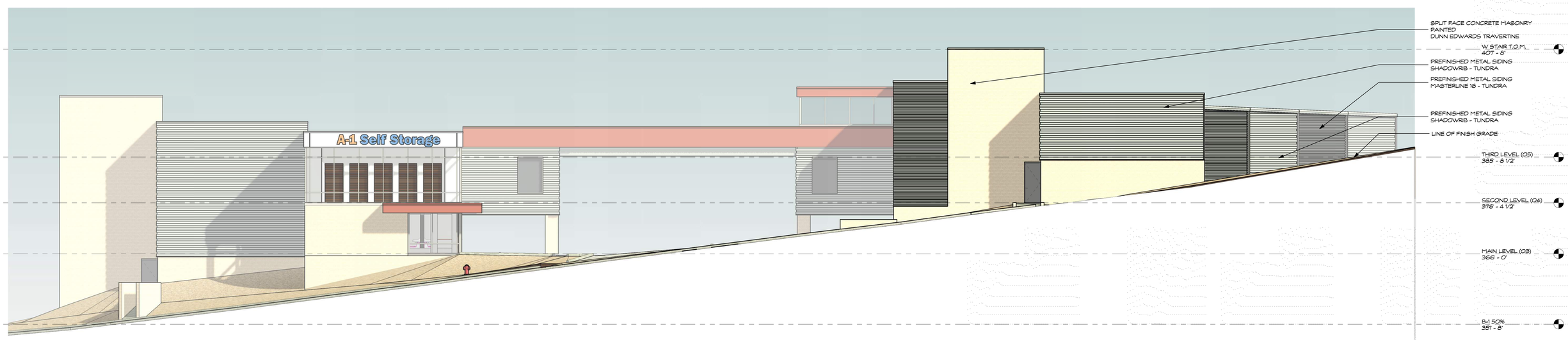
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A-1 Self-Storage - Tom Kearney
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A-3.1



East Elevation (Monterey Pass Road)



North Elevation (Davidson Drive)

Exterior Elevations

0 8' 16' Feet

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DA Submittal - October 20, 2020

1921-05.1

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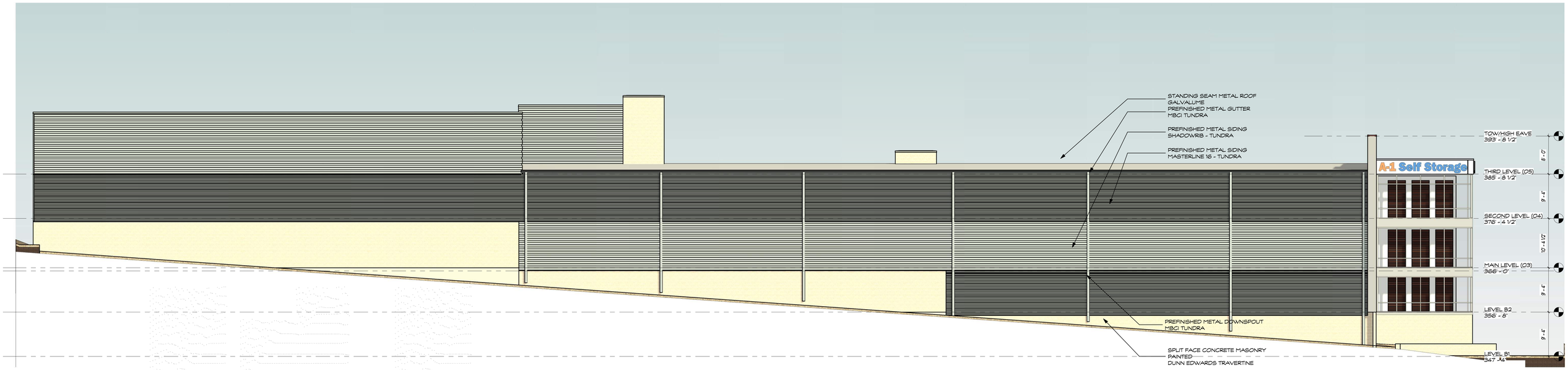
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A-4.1



West Elevation



South Elevation

Exterior Elevations

0 8' 16' Feet

Use Graphic Scale if this drawing is not printed on 30"x42" Paper

DA Submittal - October 20, 2020
1921-05.1

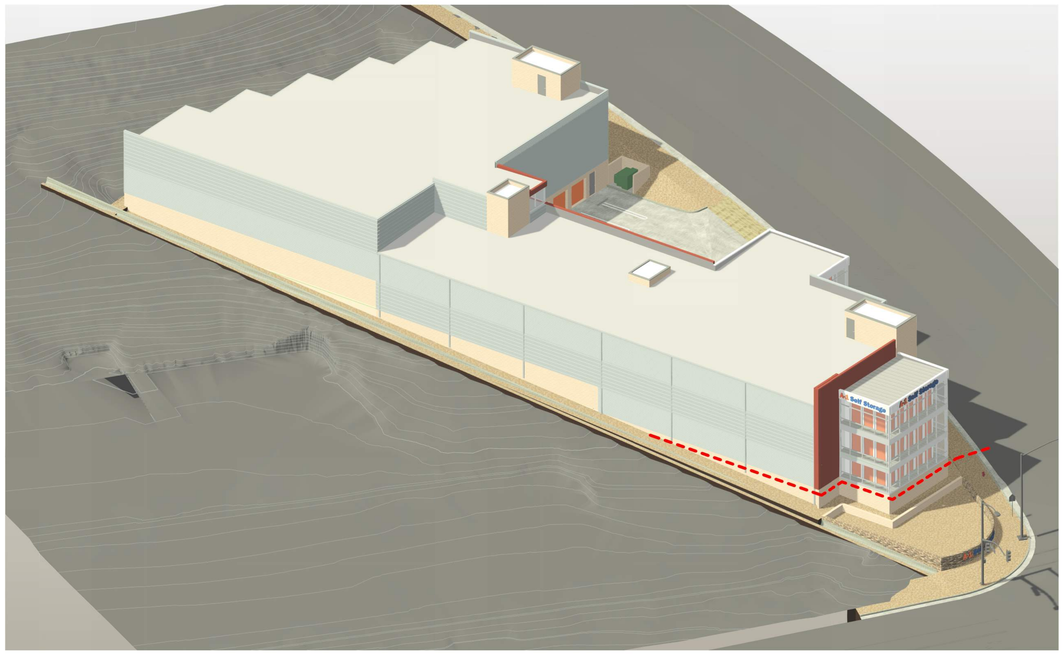
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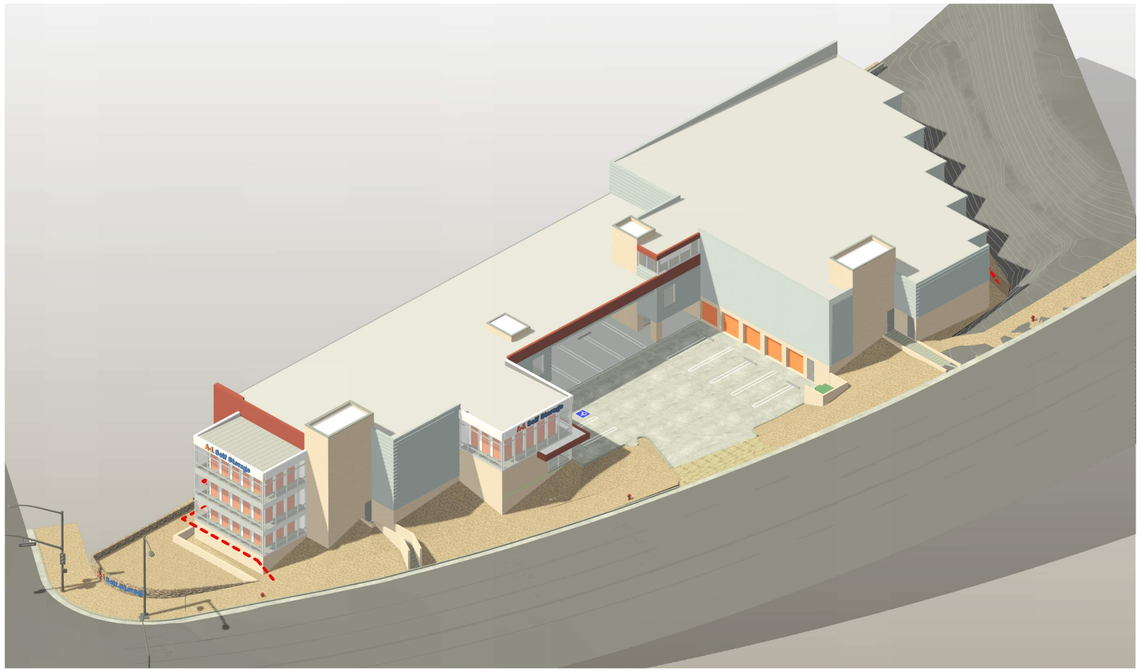
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A-4.2









Massing

0 20' 40' Feet

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1921-05.1

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A-5.1



From Monterey Pass Road looking Northwest Existing



From Monterey Pass Road looking Northwest Proposed



From Monterey Pass Road looking West Existing



From Monterey Pass Road looking West Proposed

Project Views

A New Self-Storage Facility for:
A-1 Self Storage

2500 Davidson Drive
Monterey Park, CA 91754

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K&S Engineering - Civil Engineering
Environs, Inc. - Landscape Architecture

DA Submittal - October 20, 2020
1921-05.2 Project
Views

A-5.2



Customer Service Office Existing



Customer Service Office Proposed



From Davidson Drive looking West Existing



From Davidson Drive looking West Proposed

Project Views

DA Submittal - October 20, 2020
1921-05.2 Project Views

A New Self-Storage Facility for:
A-1 Self Storage

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Environs, Inc. - Landscape Architecture



From Davidson Drive looking Southeast Existing



From Davidson Drive looking Southeast Proposed

Project Views

DA Submittal - October 20, 2020
1921-05.2 Project
Views

A New Self-Storage Facility for:
A-1 Self Storage

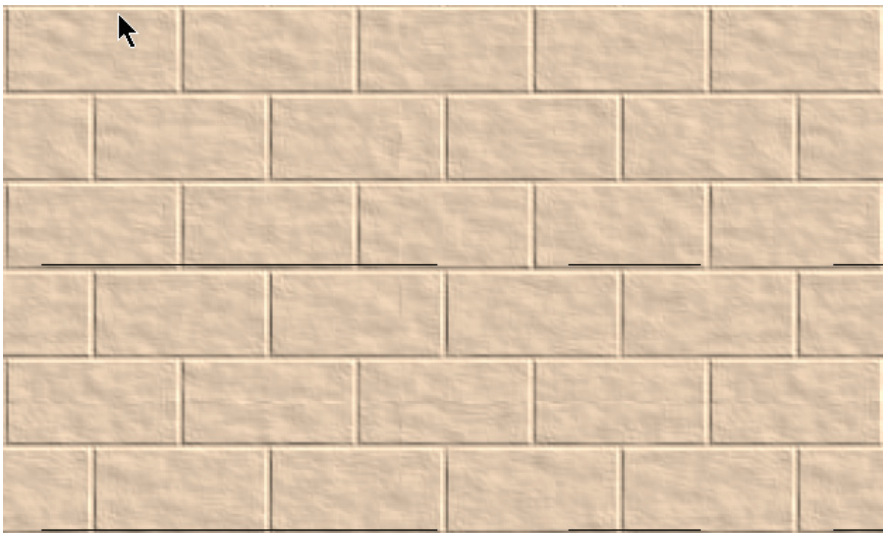
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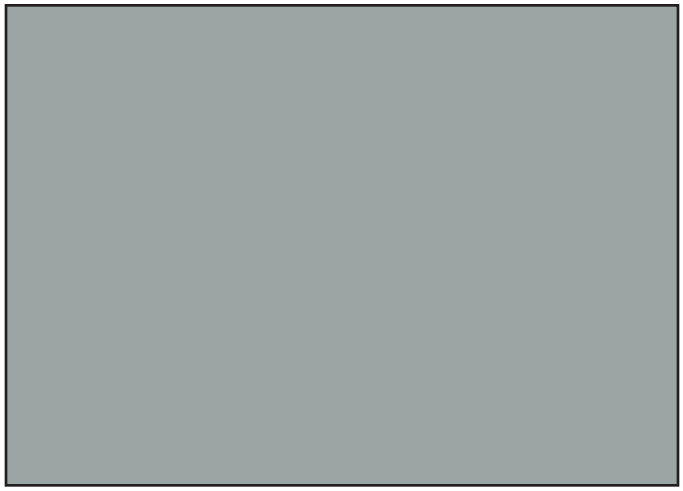
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K&S Engineering - Civil Engineering
Environs, Inc. - Landscape Architecture

A-5.4



Masonry Walls
Splitface - Painted Dunn Edwards Travertine



Prefinished Metal Siding
MBCI Shadow Rib & Masterline 16 - Tundra

Exterior Colors & Materials

A New Self-Storage Facility for:

A-1 Self Storage

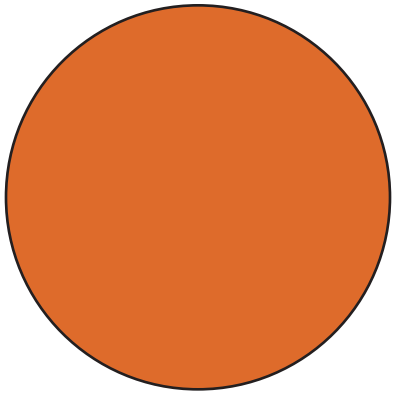
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Aluminum Storefront
Natural Clear Anodized



Prefinished Roll-up Doors
Janus Sunset Orange



Prefinished Metal Fascias & Insulated Panels
MBCI Rustic Red

Exterior Colors & Materials

A New Self-Storage Facility for:

A-1 Self Storage

2500 Davidson Drive
Monterey Park, California

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City Council Staff Report

DATE: March, 17 2021

AGENDA ITEM NO: New Business
Agenda Item 5A

TO: The Honorable Mayor and City Council

FROM: Frank A. Lopez, Interim Director of Public Works

SUBJECT: Consideration of an ordinance amending the Monterey Park Municipal Code to establish parking requirements for religious institution affiliated housing development projects in accordance with California law and codify parking regulations from the Monterey Park Business Recovery Program.

RECOMMENDATION

It is recommended that the City Council consider:

1. Introduce and waive first reading of an Ordinance of the City Council of the City of Monterey Park adding Sections 21.22.040 (Religious Institution Affiliated Housing Development Projects; Parking Requirements) and 21.22.050 (Application of Chapter) to the Monterey Park Municipal Code and codifying the parking regulations adopted as part of the 2020 Monterey Park Business Recovery Program (the "Program"); and
2. Taking such additional, related, action that may be desirable.

ENVIRONMENTAL REVIEW

In accordance with the Californnia Environmental Quality Act (Pub. Res. CCo ode § 21000, et seq.; "CEQA") and CEQA GGuidelines (Cal. Code Regs. tit. 14, § 150000, et seq.) staff determined that the Ordinanccee is exempt from additional environmental rreeview pursuant to CEQA Guidelines § 15305 bbecause it consists only of minor alterationss in land use limitations necessary to impleemment a state law mandate (AB 1851) and ddooes not portend new development. Fuur rthermore, staff finds that it can be seen wiitth certainty that there is no possibility that the e ordinance may have a significant effect on tthe environment. Consequently, iitt is exempt from additional environmental reeview per CEQA Guidelines § 15061(b))((3).

EXECUTIVE SUMMARY

AB 1851, effective January 1,, 2021, limits the number of parking spaces aa local agency may require in connection witthh a "religious institution affiliated housing deevelopment project" ("RIAHD"), as definedd.. AB 1851 also requires a local agency to aallow for the elimination of up to 50% of th hee existing parking spaces serving a place off worship in connection with the approval oof a RIAHD and prohibits a local agency froomm requiring

replacement of parking spaces that the developer of a RIAHD proposes to eliminate. An amendment to the MPMC is required to bring it into conformance with California law.

Additionally, the Ordinance would codify the parking regulations adopted by the City Council in 2020 as part of the Monterey Park Business Recovery Program.

BACKGROUND

Properties owned by religious institutions often have large, underutilized parking areas. To encourage and facilitate the development of affordable housing on these underutilized parcels, AB 1851 does the following:

- Prohibits a local agency from requiring the replacement of religious-use parking spaces that a developer of a "religious institution affiliated housing development project" proposes to eliminate as part of the housing development.

- Defines "religious institution affiliated housing development project" as a housing development project that meets all of the following requirements:

    - The housing development project is located on one or more contiguous parcels that are each owned, entirely, whether directly or through a wholly owned company or corporation, by a religious institution.

    - The housing development project qualifies as being near collocated religious-use parking by being on or adjacent to a parcel with religious-use parking or by being located within one-tenth of a mile of a parcel that contains religious-use parking.

    - Qualifies for a density bonus under Government Code section 65915.

- Allows a project developer to eliminate up to 50 percent of the total religious-use parking spaces available at the time the developer's request is made.

- Prevents a local agency from requiring a developer to cure a pre-existing deficit of the number of religious-use parking spaces as a condition of approval of a RIAHD.

- Specifies that the elimination of religious-use parking spaces pursuant to a RIAHD project that has been approved by a local agency does not constitute a concession for the purposes of density bonus law.

- Prohibits a local agency from denying a RIAHD solely on the basis that the project will reduce the total number of parking spaces at the place of worship as long as the reduction does not exceed 50 percent.

- Requires a local agency to allow the number of remaining religious-use parking spaces to count toward the number of spaces that the local agency would otherwise require for the RIAHD.

- Provides that a local agency is not required to allow the remaining religious-use parking spaces to count toward the number of parking spaces otherwise required for approval of the RIAHD to the extent that it would prohibit a local agency from requiring up to one parking space per unit unless the RIAHD is within one-half mile of public transit or there is a car share vehicle within one block of the parcel.

- Prohibits the reduction in parking spaces from reducing the minimum parking standards that a local agency may require of a RIAHD below one space per unit unless (a) the RIAHD is within one-half mile of a high-quality transit corridor or a major transit stop, or (b) there is a car share vehicle within one block of the parcel.

The proposed ordinance amends the parking requirements in MPMC Chapter 21.22 to specify that RIAHDs are subject to the provisions of AB 1851.

The proposed ordinance would also codify the parking regulations previously adopted by the City Council as part of the Program in 2020. There are no substantive changes to those parking regulations; this is simply a ministerial action to codify them in the MPMC.

FISCAL IMPACT:
None

Respectfully submitted by:

Frank A. Lopez
Interim Director of Public Works /
City Engineer / City Planner

Prepared by:

Jason Moquin
Planning Manager

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS

1. Text of AB 1851.
2. Ordinance No. ____.

ATTACHMENT 1
AB 1851 Legislation

Assembly Bill No. 1851

CHAPTER 196

An act to add Section 65913.6 to the Government Code, relating to land use.

[Approved by Governor September 28, 2020. Filed with Secretary of State September 28, 2020.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1851, Wicks. Religious institution affiliated housing development projects: parking requirements.

Existing law provides for various incentives intended to facilitate and expedite the construction of affordable housing, including the Density Bonus Law, which requires, when an applicant proposes a housing development within the jurisdiction of a local government, that the city, county, or city and county provide the developer with a density bonus and other incentives or concessions for the production of lower income housing units or for the donation of land within the development if the developer, among other things, agrees to construct a specified percentage of units for very low, low-, or moderate-income households or qualifying residents.

This bill would prohibit a local agency from requiring the replacement of religious-use parking spaces that a developer of a religious institution affiliated housing development project proposes to eliminate as part of that housing development project. The bill would prohibit the number of religious-use parking spaces requested to be eliminated from exceeding 50% of the number that are available at the time the request is made. The bill would prohibit a local agency from requiring the curing of any preexisting deficit of the number of religious-use parking spaces as a condition of approval of a religious institution affiliated housing development project. The bill would require a local agency to allow the number of religious-use parking spaces that will be available after completion of a religious institution affiliated housing development project to count toward the number of parking spaces otherwise required for approval. The bill would prohibit a local agency from denying a housing development project proposed by a religious institution, or a developer working with a religious institution, solely on the basis that the project will reduce the total number of parking spaces available at the place of worship provided that the total reduction does not exceed 50% of existing parking spaces. The bill would authorize a local agency to require up to one parking space per unit for a religious institution affiliated housing development project. The bill would include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local planning officials, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. Section 65913.6 is added to the Government Code, to read:

65913.6. (a) For purposes of this section, all of the following definitions shall apply:

(1) "Housing development project" means a housing development project as defined in paragraph (2) of subdivision (h) of Section 65589.5.

(2) "Local agency" means any county, city, or city and county, including a charter city, or city and county.

(3) "Place of worship" means a property owned or operated by a religious institution, that is used for the purpose of regular assembly by members of the institution.

(4) "Religious institution" means an institution owned, controlled, and operated and maintained by a bona fide church, religious denomination, or religious organization composed of multidenominational members of the same well-recognized religion, lawfully operating as a nonprofit religious corporation pursuant to Part 4 (commencing with Section 9110) of Division 2 of Title 1 of the Corporations Code.

(5) "Religious institution affiliated housing development project" means a housing development project that meets all of the following criteria:

(A) The housing development project is located on one or more contiguous parcels that are each owned entirely, whether directly or through a wholly owned company or corporation, by a religious institution.

(B) The housing development project qualifies as being near colocated religious-use parking by being any of the following:

(i) Located on one or more parcels that collectively contain religious-use parking.

(ii) Located adjacent to a parcel owned by the religious institution that contains religious-use parking.

(iii) Located on one or more parcels separated by no more than 0.1 miles from a parcel owned by the religious institution that contains religious-use parking.

(C) The housing development project qualifies for a density bonus under Section 65915.

(6) "Religious-use parking spaces" means existing parking spaces that are required under the local agency's parking requirements for places of worship.

(b) (1) Notwithstanding any other law or ordinance, a local agency shall not require the replacement of religious-use parking spaces that a developer of a religious institution affiliated housing development project proposes to eliminate as part of that housing development project pursuant to this section.

(2) The number of religious-use parking spaces requested to be eliminated by a developer of a religious institution affiliated housing development project pursuant to this section shall not exceed 50 percent of the number of religious-use parking spaces that are available at the time the request is made.

(3) The elimination of religious-use parking spaces pursuant to a religious institution affiliated housing development project that has been approved by a local agency does not constitute a concession pursuant to Section 65915.

(c) Notwithstanding any other law or ordinance, a local agency shall not require the curing of any preexisting deficit of the number of religious-use parking spaces as a condition of approval of a religious institution affiliated housing development project.

(d) Notwithstanding any other law or ordinance, a local agency shall allow the number of religious-use parking spaces that will be available after completion of a religious institution affiliated housing development project to count toward the number of parking spaces otherwise required for approval of the housing development project under any other law or ordinance.

(e) Notwithstanding any other law or ordinance, a local agency shall not deny a proposed religious institution affiliated housing development project solely on the basis that the project will reduce the total number of parking spaces available at the place of worship provided that the total reduction does not exceed 50 percent of existing parking spaces.

(f) (1) Notwithstanding any provision of this section, except as provided in paragraph (3), the reduction in parking spaces authorized in this section shall not reduce the minimum parking standards that a local agency may require of a religious institution affiliated housing development project below one space per unit.

(2) For the purposes of this subdivision, a local agency shall not be required to allow the remaining religious-use parking spaces to count toward the number of parking spaces otherwise required for approval of the housing development project as provided in subdivision (d) to the extent that the application of subdivision (d) would prohibit a local agency from requiring up to one parking space per unit.

(3) This subdivision shall not apply to a religious institution affiliated housing development project if either of the following is true:

(A) The parcel is located within one-half mile walking distance of public transit. For the purposes of this paragraph, “public transit” means either a high-quality transit corridor as defined in subdivision (b) of Section 21155 of the Public Resources Code or a major transit stop as defined in Section 21064.3 of the Public Resources Code.

(B) There is a car share vehicle located within one block of the parcel.

(g) The Legislature finds and declares that the provision of adequate housing, in light of the severe shortage of housing at all income levels in this state, is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution, and therefore this section applies to all cities, including charter cities.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

ATTACHMENT 2
Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK ADDING SECTIONS 21.22.040 (RELIGIOUS INSTITUTION AFFILIATED HOUSING DEVELOPMENT PROJECTS; PARKING REQUIREMENTS) AND 21.22.050 (APPLICATION OF CHAPTER) TO THE MONTEREY PARK MUNICIPAL CODE

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

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

A. On September 28, 2020, the Governor signed AB 1851 into law effective as of January 1, 2021. AB 1851 limits the number of parking spaces a local agency may require in connection with a "religious institution affiliated housing development project" ("RIAHD"), as defined. AB 1851 also requires a local agency to allow for the elimination of up to 50% of the existing parking spaces serving a place of worship in connection with the approval of a RIAHD and prohibits a local agency from requiring replacement of parking spaces that the developer of a RIAHD proposes to eliminate. AB 1851 applies to all cities, including charter cities. An amendment to the Monterey Park Municipal Code ("MPMC") is required to comply with AB 1851.

B. The City Council adopted the 2020 Monterey Park Business Recovery Program (the "Program") in response to the COVID-19 Pandemic. A portion of the Program includes parking regulations intended to help facilitate the recovery of businesses within the City. This Ordinance will codify those regulations into the MPMC. This is a ministerial action only; the City Council previously considered these regulations during a public hearing held in 2020.

C. *Amendment Findings*. Based on the facts and evidence set forth herein, in the accompanying staff report, and in the record as a whole, the City Council finds as follows:

1. The proposed amendments to the MPMC are consistent with the goals, policies, and objectives of the General Plan. The amendments are relatively minor in nature and are intended to bring the zoning regulations into compliance with a new state law mandate (AB 1851). The proposed amendments will not frustrate any goal, policy, or objective set forth in the General Plan.

2. The proposed amendments to the MPMC will not adversely affect surrounding properties. The amendments alone do not portend any future development. Any religious institution affiliated housing development projects that may be proposed in the future will be required to comply with all applicable zoning regulations. Compliance with all applicable zoning regulations will ensure that any given project will not adversely affect surrounding properties.

3. The proposed amendments to the MPMC will promote public health, safety and general welfare and serve the goals and purposes of the Zoning Code. AB 1851 is intended to encourage and accommodate the construction of affordable housing on underutilized property owned by religious institutions. Implementing AB 1851 through the proposed amendments to the MPMC will advance these goals and will serve the goals and purposes of the Zoning Code.

SECTION 2: *Environmental Review.* This Ordinance is exempt from environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and 14 Cal. Code Regs. § 15305 because it consists only of minor alterations in land use limitations necessary to implement a state law mandate (AB 1851) and does not portend new development. Furthermore, the City Council finds that it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment. Consequently, it is exempt from CEQA review under 14 Cal. Code Regs. § 15061(b)(3).

SECTION 3: Section 21.22.040 is added to Title 21 of the MPMC to read as follows:

"**21.22.040 Religious Institution Affiliated Housing Development Projects; Parking Requirements.**

Notwithstanding any provisions of this Title or any adopted specific plan to the contrary, the parking requirements for a religious institution affiliated housing development project are subject to the provisions of Government Code § 65913.6, as amended. For purposes of this section, a 'religious institution affiliated housing development project' is defined as set forth in Government Code § 65913.6(a)(5)."

SECTION 4: Section 21.22.050 is added to Title 21 of the MPMC to read as follows:

"**21.22.050 Application of Chapter.**

When considering parking needs for a project, the City Planner may utilize the following methods:

A. Parking standards set forth in the MPMC.

B. Where off-site parking is proposed to meet parking standards, the City Planner may accept appropriate alternatives like ride services, micro transit, and valet services to help reduce parking demand. Such services, however, must be mitigated with sufficient pick-up and drop-off areas.

C. Shared parking agreements for new projects.

D. Accept unbundled parking for new projects. Unbundled parking allows selling or leasing parking spaces separately, rather than automatically including the parking spaces with the purchase or lease of the commercial or residential use. Unbundling parking manages parking demand by allowing applicants to only pay for the parking spaces they actually need.

E. A traffic and parking study prepared by a licensed engineer to mitigate vehicle and parking impacts. The traffic and parking study must be prepared by a state licensed traffic engineer in accordance with Los Angeles County's Traffic Impact Analysis Report Guidelines (January 1997) and Institute of Transportation Engineers, Parking Generation, 4th Edition, or the most recent subsequent edition. The traffic engineer preparing the study should define an appropriate approach for determining the number of trips generated by a proposed project and present this approach in the study."

SECTION 5: *Conflicts.* In the event of a conflict between the provisions of this Ordinance and the provisions the MPMC, any other ordinance, or any resolution, the provisions of this Ordinance govern. The Director is authorized to resolve any ambiguities in the manner set forth in the MPMC. Any such determination must be forwarded to the City Council as an informational item when practicable.

SECTION 6: *Construction*. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 7: *Enforceability*. Repeal of any provision of the Monterey Park Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 8: *Severability*. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 9: *Electronic Signatures*. This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 10: The City Clerk is directed to certify the passage and adoption of this Ordinance, cause it to be entered into the city of Monterey Park's book of original

ordinances, make a note of the passage and adoption in the records of this meeting, and, within fifteen days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 11: *Effective Date*. This Ordinance will take effect 30 days after its final passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2021

_____
Yvonne Yiu, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: March 17, 2021

AGENDA ITEM NO: New Business
Agenda Item 5B

TO: The Honorable Mayor and City Council

FROM: Frank A. Lopez, Interim Director of Public Works/City Engineer

SUBJECT: SR-710 North Mobility Improvements Projects Funding Agreements

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute the remaining three Funding Agreements, in a form approved by the City Attorney, with Los Angeles County Metropolitan Transportation Authority (LACMTA) for the SR-710 North Mobility Improvements Projects for Garvey Avenue Capacity Improvements, Parking Structures Construction, and Adaptive Traffic/Traffic Responsive Control System Project;
2. Authorizing the City Manager to appropriate project funds for the Garvey Avenue Capacity Improvements, Parking Structures Construction, and Adaptive Traffic/Traffic Responsive Control System projects per the project funding schedule included in the terms and conditions of the Funding Agreements to be received by the City; and
3. Taking such additional, related, action that may be necessary.

CEQA (California Environmental Quality Act):

This action is exempt from review 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") because it constitutes funding activity of the City that will not result in direct or indirect physical changes in the environment. Accordingly, it is not a "project" that has the potential to cause significant physical effects on the environment and is not subject to CEQA pursuant to CEQA Guidelines §§ 15061 and 15378. Any use of the funds for a particular project will require separate CEQA review.

EXECUTIVE SUMMARY:

The SR-710 Mobility Improvement Projects are the result of reallocated Measure R Funds for the SR-710 North Project to new mobility improvement projects within the San Gabriel Valley subregion. These projects are consistent with the purpose and need of the Gap Closure Project to relieve congestion on local streets along the SR-710 alignment between Interstates 10 and 210, with the highest priority for projects

proximate to the Interstate 10 freeway. As part of the SR-710 North Mobility Improvements Projects, the City's Engineering consultant prepared funding applications for various projects, and the City received a total allocation of $100,300,000 from LACMTA.

BACKGROUND:

The LACMTA Board at its May 25, 2017 meeting, reallocated Measure R Funds for the SR-710 North Project to new mobility improvement projects within the San Gabriel Valley subregion, if consistent with the purpose and need of the Gap Closure Project to relieve congestion on local streets along the SR -710 alignment between Interstates 10 and 210, with the highest priority for projects proximate to the Interstate 10 freeway.

As a result of funding applications submitted for 710 North Mobility Improvements Projects, the City received a total allocation of $100,300,000 from LACMTA for the following projects:

Project Name/Description	**Approved Funding**
Garfield Avenue Capacity Improvements [Hellman to Hilliard]	$700,000
Atlantic Avenue Capacity Improvements [Hellman to Garvey]	$1,900,000
Ramona Road Capacity Improvements [710 Off s/o I-10 Freeway] *(Approved at December 16, 2020 Council Meeting)*	$2,400,000
Garvey Avenue Capacity Improvements [Atlantic to New]	$26,300,000
Construct Parking Structures	$60,000,000
Adaptive Traffic/Traffic Responsive Control System Project (To be approved)	$9,000,000
TOTAL	**$100,300,000**

At the December 16, 2020 City Council meeting, the City Council approved three Funding Agreements from LACMTA for the Garfield Avenue, Atlantic Avenue, and Ramona Road projects totaling $5,000,000.

Staff now recommends that the City Council approve project funds for the remaining three Funding Agreements for the Garvey Avenue Capacity Improvements, Parking Structures Construction, and Adaptive Traffic/Traffic Responsive Control System projects totaling $95,300,000.

The funding is intended to fund the Project Development, Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), and Construction of the Project, and covers 100% of project costs. In addition, the implementation process for these projects requires several complex and lengthy

phases. These phases include project development, fund management, design and preparation of Plans, Specifications and Estimates (PS&E), bidding, coordination award of construction contract, construction, construction management and inspection during construction, quality assurance/quality control, project accounting and project close out. Each phase requires a complex and detailed program and project management effort to assure the project stays on schedule and within budget. Additional support for program and project management will be needed and would include all coordination required from initial project development phases through the end of construction.

FISCAL IMPACT:

The City is expecting to receive funding agreements from LACMTA for the Garvey Avenue Capacity Improvements, Parking Structures Construction, and Adaptive Traffic/Traffic Responsive Control System projects in the near future and will appropriate funds according to the funding schedule included in the terms and conditions totaling $95,300,000 over the next five to seven years.

The project costs will be reimbursed by LACMTA from project funds per the terms and conditions included in the Funding Agreements. These projects will be included in the City's Capital Improvement Program (CIP) Budget for activity status monitoring and cost tracking. New account numbers will be assigned to each project by Finance Division and funds programming with LACMTA will be coordinated by Public Works Engineering Division.

Respectfully submitted by:

Frank A. Lopez
Interim Director of Public Works /
City Engineer

Prepared by:

Bonnie Tam
Principal Management Analyst

Reviewed by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

RESOLUTION NO.

A RESOLUTION Declaring April 4, 2021 – April 10, 2021 as National Library Week.

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

SECTION 1: The City Council finds as follows:

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

B. Libraries of all types are at the heart of their cities, towns, schools, and campuses, serving their communities.

C. Libraries are accessible and inclusive places that foster a sense of belonging and community.

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

E. For people lacking broadband at home, libraries provide access to computers and wi-fi.

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

G. Libraries offer opportunities for everyone to explore new worlds and become their best selves through access to technology, multimedia content, and educational programs.

H. In times of crisis, libraries, librarians, and library workers play an invaluable role in supporting their communities both in person and virtually.

I. To adapt to our changing world, libraries are expanding their resources and continuing to meet the needs of their patrons.

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

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

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

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

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

PASSED AND ADOPTED this ___ day of _____, 2021.

_____
Yvonne Yiu, Mayor

Attest:

_____
Vincent D. Chang, City Clerk