

CITY COUNCIL OF MONTEREY PARK
THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY, THE HOUSING AUTHORITY, THE MONTEREY PARK FINANCING
AUTHORITY AND THE MONTEREY PARK GEOLOGIC HAZARD ABATEMENT DISTRICT
AGENDA

REGULAR CITY COUNCIL MEETING
MONTEREY PARK CITY HALL COUNCIL CHAMBERS
320 W. NEWMARK AVENUE, MONTEREY PARK, CA 91754

Wednesday
January 17, 2024
6:30 p.m.

MISSION STATEMENT

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

LAND ACKNOWLEDGMENT

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

GENERAL INFORMATION

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

The public may watch the meeting live on the city's cable channel MPKTV (AT&T U-verse, channel 99 or Charter Communications, channel 182) or by visiting the city's website at <http://www.montereypark.ca.gov/133/City-Council-Meeting-Videos>. Per the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call City Hall at (626) 307-1359 for reasonable accommodation at least 24 hours before a meeting. Council Chambers are wheelchair accessible.

PUBLIC PARTICIPATION

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

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

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS

STAFF COMMUNICATIONS:

- City Manager's Office
- Fire Department
- Library
- Recreation and Community Services

[1.] PRESENTATION

1-A. METROPOLITAN WATER DISTRICT

1-B. MPK HOPE RESILIENCY CENTER UPDATES

1-C. RECREATION STAFF RECOGNITION

[2.] OLD BUSINESS

2-A. DISCUSSION OF FINDINGS ON CITY'S INCLUSIONARY HOUSING ORDINANCE FEASIBILITY/FEE STUDY

It is recommended that the City Council consider:

- (1) Receiving and filing the report and presentation;
- (2) Providing direction to staff; and
- (3) Taking such additional, related, action that may be desirable.

2-B. AUTHORIZATION TO ISSUE LEGISLATIVE SUBPOENAS REGARDING THE POTENTIAL REVOCATION OF CONDITIONAL USE PERMIT NO. CU-89-004 (AS AMENDED AND MODIFIED) HELD BY ATLANTIC SQUARE, LLC (CONTINUED FROM NOVEMBER 1, 2023)

It is recommended that the City Council consider:

- (1) Adopting a Resolution authorizing the Mayor and City Clerk to issue legislative subpoenas for testimony and records related to the potential revocation of CUP No. CU-89-004 (as amended) that was originally approved via Resolution No. 9356, adopted August 29, 1989 (and subsequently modified/amended); and
- (2) Taking such additional, related, action that may be desirable.

2-C. SR-710 NORTH MOBILITY IMPROVEMENTS PROJECT UPDATE AND FUNDING AGREEMENT

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute a funding agreement with Los Angeles County Metropolitan Transportation Authority ("LACMTA"), on a form approved by the City Attorney, for the Garvey Avenue Capacity Improvements totaling \$18,202,000;
- (2) Authorizing the City Manager to appropriate project funds for the Garvey Avenue Capacity Improvements project per the project funding schedule included in the terms and conditions of the funding agreement;
- (3) Adopting a Resolution to add the Garvey Avenue Capacity Improvement and Parking Structure projects to the fiscal year 2023-2024 Capital Improvement Program ("CIP");
- (4) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act)

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

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

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

3-A. MINUTES

It is recommended that the City Council consider:

- (1) Approving the minutes from the special and regular meetings of November 15, 2023; and
- (2) Taking such additional, related, action that may be desirable.

3-B. MONTHLY INVESTMENT REPORT – DECEMBER 2023

It is recommended that the City Council consider:

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

3-C. RECEIVE AND FILE EFFECTIVE DATE FOR THE INCREASE IN WATER RATES AND CHARGES

It is recommended that the City Council consider:

- (1) Receiving and filing effective date for the increase in water rates and charges;
- (2) Direct the City Manager to postpone implementing the approved rates until after the City Council considers issuing bonds for infrastructure financing (in February 2024); and
- (3) Taking such additional, related, action that may be desirable.

3-D. CONSIDERATION AND POSSIBLE ACTION TO ADOPT A RESOLUTION TO RECORD A NOTICE OF NUISANCE ABATEMENT LIEN AGAINST CERTAIN REAL PROPERTY IN THE CITY (APN 5254-002-031)

It is recommended that the City Council consider:

- (1) Adopt a resolution to record a Notice of Nuisance Abatement Lien; and/or
- (2) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

Adoption of the 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 action proposed by the proposed resolution would have a significant effect on the environment.

3-E. WAIVE FURTHER READING AND ADOPT ZONE CHANGE (ZA-23-02), AN ORDINANCE AMENDING THE ZONING MAP FOR CERTAIN PROPERTIES FOR CONSISTENCY WITH THE GENERAL PLAN, LAND USE AND URBAN DESIGN ELEMENT

It is recommended that the City Council consider:

- (1) Waiving the second reading and adopting the proposed ordinances; and
- (2) Taking such additional, related, action that may be desirable.

3-F. WAIVE FURTHER READING AND ADOPT AN ORDINANCE AMENDING THE ZONING CODE TO COMPLY WITH CALIFORNIA LAW REGARDING MEDICAL CANNABIS DELIVERY RETAILERS

It is recommended that the City Council consider:

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

3-G. AUTHORIZE THE CITY MANAGER TO EXECUTE A RENEWAL AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND EZEQUIEL LOPEZ VALASCO, DOING BUSINESS AS EFFICIENT JANITORIAL SERVICE

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute an amendment to Agreement 1974-A, in a form approved by the City Attorney, with Ezequiel Lopez Valasco, doing business as Efficient Janitorial Services, in an amount of \$68,303.78; and
- (2) Taking such additional, related, action that may be desirable.

3-H. PREFERENTIAL PARKING DISTRICT: E. HELLMAN AVENUE FROM N. ALHAMBRA AVENUE TO N. NICHOLSON AVENUE.

It is recommended that the City Council consider:

- (1) Adopting a Resolution designating E. Hellman Avenue from N. Alhambra Avenue to N. Nicholson Avenue among the preferential parking districts; and
- (2) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guideline § 15303 exempts activity that results in new construction or conversion of small structures. The Resolution creates a preferential parking district governing parking within a designated area and which requires installation of pedestrian level street signage. Accordingly, the Resolution is exempt from further review.

3-I. APPROVAL OF HAULERS QUALIFIED FOR A WASTE COLLECTION AND RECYCLING FRANCHISE AND AUTHORIZATION TO RELEASE REQUEST FOR APPLICATIONS

It is recommended that the City Council consider:

- (1) Approving the list of haulers qualified to submit proposals for a waste collection and recycling franchise for residential and/or commercial services;
- (2) Authorizing the release of the Request for Applications (RFA) to the list of qualified haulers; and
- (3) Taking such additional, related, action that may be desirable.

3-J. RECEIVE AND FILE SUMMARY OF THE STATUS OF EMERGENCY REPAIRS TO THE MONTEREY PASS ROAD WATER LINE

It is recommended that the City Council consider:

- (1) Receiving and Filing the staff report summarizing the status of emergency repairs to the Monterey Pass Road water line; and
- (2) Taking such additional, related, action that may be desirable.

[4.] PUBLIC HEARING

4-A. CONTINUED PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE INCORPORATING BY REFERENCE CHAPTER 7.46 OF LOS ANGELES COUNTY CODE TITLE 7 – BUSINESS LICENSES INTO A NEW CHAPTER 5.90 OF THE MONTEREY PARK MUNICIPAL CODE ("MPMC")

It is recommended that the City Council consider:

- (1) Opening the continued public hearing to receive both written and oral testimony, closing the continued public hearing;
- (2) Waiving second reading and adopting an Ordinance that would incorporate by reference Los Angeles County Code Title 7, Chapter 7.46 regarding the regulation of gun dealers within the City of Monterey Park ("City"); and
- (3) Taking such additional, related, action that may be desirable.

CEQA DETERMINATION

This Ordinance is exempt from 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.*) in that it is not a “project” for purposes of CEQA, as that term is defined by CEQA Guidelines § 15378. Specifically, this Ordinance constitutes creation of government regulations which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In addition, this Ordinance is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment.

[5.] NEW BUSINESS

5-A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA APPOINTING COUNCIL REPRESENTATIVES TO SPECIFIC ORGANIZATIONS

It is recommended that the City Council consider:

- (1) Adopting a Resolution appointing representatives to specific organizations; and
- (2) Taking such additional, related, action that may be desirable.

5-B. REQUESTING DIRECTION FROM THE CITY COUNCIL REGARDING THE STRUCTURE OF THE SISTER CITIES COMMISSION

It is recommended that the City Council consider:

- (1) Providing direction to the City Manager regarding the structure of the Sister Cities Commission; and
- (2) Taking such additional, related, action that may be desirable.

5-C. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE MAYOR TO EXECUTE A THREE-YEAR EMPLOYMENT AGREEMENT (WITH ONE-YEAR EXTENSION) WITH MS. INEZ ALVAREZ, IN A FORM APPROVED BY THE CITY ATTORNEY, FOR CITY MANAGER SERVICES. FISCAL IMPACTS INCLUDE, WITHOUT LIMITATION, A (1) BASE COMPENSATION FOR A TOTAL OF \$265,000 BEGINNING NOVEMBER 15, 2023; (2) VEHICLE ALLOWANCE OF \$600 PER MONTH; AND (3) MEDICAL, DISABILITY, AND OTHER FRINGE BENEFITS INCLUDING, WITHOUT LIMITATION, CALPERS RETIREMENT BENEFITS SUBSTANTIALLY THE SAME AS OTHER DEPARTMENT DIRECTORS. THE TOTAL COMPENSATION PACKAGE IS APPROXIMATELY \$325,278 FOR THE FIRST YEAR. AN INCREASE IN BASE SALARY TO MEDIAN SALARY (OF SIMILARLY SIZED CITIES) MAY OCCUR ON JANUARY 1, 2025 WITH A CORRESPONDING INCREASE IN TOTAL COMPENSATION.

It is recommended that the City Council consider:

- (1) Authorize the Mayor to execute an Agreement with Ms. Inez Alvarez, in a form approved by the City Attorney; and
- (2) Taking such additional, related, action that may be desirable.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

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

ADJOURN



City Council Staff Report

DATE: January 17, 2024

AGENDA ITEM NO: Old Business - 2A

TO: The Honorable Mayor and City Council
FROM: Jessica Serrano, Director of Community Development
SUBJECT: Discussion of Findings on City's Inclusionary Housing Ordinance Feasibility/Fee Study

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing the report and presentation;
2. Providing direction to staff; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On September 6, 2023, the City Council adopted an Inclusionary Housing Ordinance (IHO) and an IHO in-lieu fee formula. As part of this action, Council also directed the City Manager to conduct an evaluation of the City's IHO to determine whether it is financially feasible and recommend in-lieu fees in cases where an IHO is feasible. Based on the Council's direction, the City partnered with the San Gabriel Valley Council of Governments (SGVCOG), and was able to participate in SGVCOG's sub-regional effort to provide technical assistance addressing affordable housing issues. The City entered into an agreement with the SGVCOG, for its consultant, Economic & Planning Systems (EPS), to conduct an IHO feasibility study tailored to Monterey Park.

EPS's feasibility study is intended to inform and educate the City Council on the potential effects of the IHO on future residential development in the City. The study's overall conclusion states that the requirements of the IHO are likely to be financially challenging for new residential development within the City and may constrain new projects.

BACKGROUND:

The City adopted the 2021-2029 Housing Element of the General Plan on January 19, 2022; it was certified by the California Department of Housing and Community Development on March 20, 2023. Housing Element Program 15 provides that the City Council will consider an inclusionary housing program. Such programs require certain residential and mixed-use developments to designate a percentage of units within the development as affordable housing. Alternatively, a developer may construct off-site units, or pay a fee or dedicate land in the City for the creation of affordable units.

To implement Program 15 of the Housing Element, the Council began consideration of

an IHO in Fall of 2022. The IHO was ultimately approved on September 6, 2023. Along with the IHO, a formula to provide for developers the option to pay an in-lieu fee rather than construct units on-site was also adopted. This formula requires the developer to pay the “affordability gap,” which represents the gap between the market-rate price (sales or rent) and the affordable price (sales or rent) of the inclusionary unit.

Drawing on local research and input from City representatives, EPS developed several building prototypes representative of development patterns in the City, and assessed how the City’s IHO and in-lieu fee formula would affect the different prototype developments. The assessment utilized data on typical construction and land costs and rents and sales prices for recently-built housing projects in the City and the larger San Gabriel Valley subregion. The data allowed EPS to evaluate how likely a developer would be to pursue the construction of the modeled prototypes, based on industry standard financial feasibility metrics. The evaluation modeled the financial feasibility for the prototypes under three different assumptions:

1. That they are rented or sold completely at market rents/sale prices;
2. That they include the affordable units required by the IHO; and
3. That they pay an in-lieu fee aligned with the requirements of the IHO (i.e., based on the “affordability gap”).

The findings of the analysis generally indicate that the financial impacts of the City’s IHO and in-lieu fee formula may dampen new residential development in the City.

ANALYSIS

In conducting its analysis, EPS created prototype developments that reflect future development types based on existing zoning and recent development trends. The prototypes are listed below and are categorized either as development seen in:

City-wide - traditional residential areas:

- Single Family Attached Townhome
- Multi-Family Condominium
- Multi-Family Rental

City’s Mixed-Use Downtown corridor:

- Multi-Family Condominium
- Multi-Family Rental – More Parking
- Multi-Family Rental – Less Parking

The modeling of the various prototypes showed that the single family attached townhome prototype meets industry-standard development feasibility thresholds at market rates and could feasibly support the requirements of the City’s inclusionary housing requirements. All other modeled prototypes were found to be financially challenged even at market rates, and therefore would be unlikely to support the additional costs of the City’s inclusionary housing requirements. This condition may in turn dampen future residential

development in the City as developers may find it challenging to absorb the cost of either setting aside affordable units or paying an equivalent in-lieu fee, particularly for multi-family rental and ownership projects.

EPS additionally calculated an in-lieu fee for the modeled prototypes that would represent the equivalent cost that developers would bear if the inclusionary housing requirements were met on-site. The calculation approach used by EPS is slightly different than the one detailed in the City's adopted in-lieu fee formula, but still meets the goal of setting a fee that reflects the financial impact of the IHO requirements.

Based on the study conducted, there are implementation considerations to help achieve the creation of affordable units while not inhibiting the creation of market rate units. Potential strategies to better implement the IHO include:

- Temporarily pause the IHO requirements and monitor market conditions;
- Adjust IHO requirements for projects to automatically qualify for State Density Bonus;
- Adopt an In-Lieu Fee lower than equivalent cost of providing units on-site; and/or
- Phase-in the IHO requirements over a set time period.

Without some of the measures indicated above, and in today's housing market, most housing developers in the City will not be able to realistically support the costs associated with the provision of affordable housing as required by the current IHO.

2023-2024 STRATEGIC PLAN GOAL:

The IHO feasibility study helps implement the Program 15 of the Housing Element, which included the creation of an IHO and helps address the City Council's **Housing** goal in the 2023-24 strategic plan. In-lieu fees will offer options for a developer to comply with the IHO and may help with the maintenance and creation of affordable housing units within the City.

FISCAL IMPACT:

There are no identifiable fiscal impacts associated with the presentation of findings of the IHO feasibility study.

Respectfully submitted by:



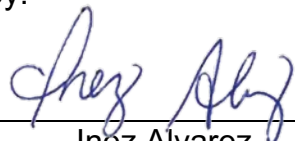
Jessica Serrano
Director of Community
Development

Prepared by:



Beth Chow, AICP
Interim Planning Manager

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT:

1. Draft Report: *Development Feasibility Analysis and In-Lieu Fee Calculation for Monterey Park Inclusionary Housing Ordinance*

ATTACHMENT 1

Draft Report: *Development Feasibility Analysis and In-Lieu Fee Calculation for Monterey Park Inclusionary Housing Ordinance*

The Economics of Land Use



Draft Report

Development Feasibility Analysis and In-Lieu Fee Calculation for Monterey Park Inclusionary Housing Ordinance

Prepared for:

City of Monterey Park
San Gabriel Valley Council of Governments

Prepared by:

Economic & Planning Systems, Inc.

*Economic & Planning Systems, Inc.
800 Wilshire Boulevard
Suite 410
Los Angeles, CA 90017
213 489 3838 tel*

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

EPS # 224027

January 11, 2024

Table of Contents

1.	Introduction	1
	Study Background.....	1
	Overview of Feasibility Analysis	2
	Key Findings and Recommendations	3
2.	Market Context.....	4
	Housing Need.....	4
	Real Estate Market Activity	5
3.	Development Feasibility Analysis	8
	Methodology	8
	Assumptions	8
	Feasibility Analysis Findings	21
4.	In-Lieu Fee Calculation	23
5.	Strategic Considerations	26

Appendices

Appendix A: Development Program and Cost Categories

Appendix B: In-Lieu Fees in Other California Jurisdictions

Tables and Figures

Table 1	RHNA for Monterey Park	4
Table 2	Citywide Prototype Residential Products for Monterey Park	10
Table 3	Mixed-Use Prototype Residential Products for Monterey Park.....	10
Table 4	Citywide Rental Apartment Prototype Unit Cost Assumptions	11
Table 5	Citywide For-Sale Condominium Prototype Unit Cost Assumptions	12
Table 6	Citywide For-Sale Townhome Prototype Unit Cost Assumptions	13
Table 7	Mixed-Use Rental Apartment Prototype Unit Cost Assumptions (with Less Parking)	14
Table 8	Mixed-Use Rental Apartment Prototype Unit Cost Assumptions (with More Parking)	15
Table 9	Mixed-Use For-Sale Condominium Prototype Unit Cost Assumptions.....	16
Table 10	Maximum Unit Values for Affordable Housing for Los Angeles County (2023)	19
Table 11	Feasibility of Market-Rate Product Prototypes in Monterey Park	22
Table 12	Financial Gap for Inclusionary Units	24
Table 13	Inclusionary Housing Program Equivalent In-Lieu Fees for Prototypes.....	25
Table 14	Feasibility of Product Prototypes with Current Inclusionary Program in Monterey Park.....	26
Figure 1	Mixed-Use Land Designation Area.....	7
Figure 2	Housing Opportunity Sites in the Northeast Portion of Monterey Park	7

1. Introduction

Study Background

The City of Monterey Park (City) adopted an Inclusionary Housing Ordinance (IHO) in August 2023 and it became effective in September 2023. Inclusionary housing ordinances require that new market-rate residential development projects include a certain percentage of housing units at rents or sale prices that are affordable to lower-income households. Per the City's IHO, developers of new residential projects are required to provide 15 percent of the new units built as affordable to lower-income households. For rental developments, the 15 percent requirement consists of 9 percent of units affordable to households earning the Low-Income level for Los Angeles County and 6 percent of units affordable to households earning the Moderate Income level. For ownership developments, 15 percent of units are required to be affordable to households earning the Moderate Income level.¹ The IHO also includes an option for developers to pay a fee in-lieu of providing affordable units on-site as an alternative means of compliance.

Following adoption of the IHO, the City sought to study how the ordinance could impact the financial feasibility of new market-rate housing developments in the City. Additionally, the City wanted to consider a more standardized and transparent approach to the in-lieu fee formula included in the IHO. The current formula requires the developer to uniquely calculate the gap between the value of their project's market-rate units and the value of the required affordable units, and leaves room for interpretation regarding the calculation of unit value, which can fluctuate on a variety of factors such as unit size, type, market conditions, and more.

Economic & Planning Systems, Inc. (EPS) was retained by the San Gabriel Valley Council of Governments (SGVCOG) on behalf of the City to conduct a feasibility analysis of the IHO and to calculate potential in-lieu fee levels that are consistent with the IHO's on-site unit requirement. The feasibility analysis specifically tests whether new market-rate residential developments in the City can absorb the additional financial costs associated with the IHO requirements and still be financially feasible. While cities are generally not legally required to consider the financial impacts of an inclusionary housing requirement, the City has elected to study them to better inform its inclusionary housing policy and align the City's overall housing goals with its local real estate market conditions.²

¹ Income levels are described in greater detail in Chapter 3 of this Report.

² An exception to this statement is Assembly Bill (AB) 1505, which allows the State's Department of Housing and Community Development (HCD) to request an economic feasibility study for inclusionary housing policies that include a requirement that more than 15 percent of total *rental* units developed be affordable to households earning 80 percent of area median income (AMI) or below.

Overview of Feasibility Analysis

The financial feasibility of a development project is determined by comparing the cost of the project to its value (based on achievable sale prices or rents).

A financially feasible project is one in which the value provides a sufficient return on the investment to incentivize moving forward with the project. Given the range of investment opportunities available to developers and financial investors, a development project will not be built if it is not considered a financially feasible proposition. For the purposes of this study's analysis, a "sufficient" return on investment was established using market-based standards that are relevant at the time of this analysis (further detailed in **Chapter 3**). However, what is considered a "sufficient" return for any individual project will vary depending on a range of considerations.

The impacts of inclusionary housing policies on the financial feasibility of market-rate housing projects can manifest in one of two ways:

1. On-site inclusionary affordable units typically cost the same to build as the market-rate units but are sold or rented at below-market rates; OR
2. Fees paid in-lieu of providing affordable units on-site add to the costs of a project, while the value of the project as reflected in market-rate rents or sale prices tends to stay the same.

The resulting decrease in project revenue or increase in development costs related to inclusionary policies will reduce the achievable return on investment for housing projects. At a certain level, the impacts of the policy may reduce the achievable return to the point that projects are financially infeasible, and developers will not move forward with building them. This study is intended to provide the City with additional context regarding the cost associated with its inclusionary requirement and whether it might render new residential development in the City extremely challenging or even completely financially infeasible. This context is important given that the production of affordable units through an inclusionary housing policy can only happen through the development of larger market-rate projects.

Key Findings and Recommendations

The key findings and recommendations stemming from the feasibility analysis for inclusionary housing in Monterey Park are summarized below. It is important to note that the analysis is a point-in-time assessment of typical new market-rate development projects completed in late 2023. The findings are not deterministic of all development feasibility in the City, as there are many variables that can impact costs and values and resulting feasibility of any individual project. Similarly, future market conditions can also change the financial forces impacting real estate development generally and inclusionary housing programs specifically.

1. **Higher-density owner- and renter-occupied residential projects appear financially challenging to build in the City, while lower-density owner-occupied projects appear financially feasible.** The feasibility analysis indicates that the development of higher density residential products, such as multifamily owner-occupied condominiums and renter-occupied apartments, appear financially infeasible even at market rates. By contrast, lower density residential products such as owner-occupied attached townhomes appears to be feasible at market rates, and demonstrate sufficient development feasibility to absorb the additional impact of an inclusionary requirement.
2. **The zoning allowances under the City's Mixed-Use (MU) zoning designation may improve the financial feasibility of residential projects.** Residential projects in the MU zoned areas of the City generate a higher return on investment than development in other parts of the City due to the MU zone's unlimited density allowances and lower parking requirements. However, in order for future projects in the MU zone to support the additional cost of inclusionary units, they would likely need to achieve even higher densities and lower parking ratios than the MU pipeline projects currently proposed.
3. **The City's current inclusionary housing requirements will likely be financially challenging for new residential development projects under current market conditions.** This challenge is particularly seen for multifamily residential rental and ownership projects, which are facing other financial challenges related to development costs and achievable market rates. **Chapter 5** of this report outlines a number of options the City may consider to improve the efficacy of the IHO in developing affordable units in the community while also supporting new residential development overall.

The subsequent chapters of this report detail on the methodology, key assumptions, and results of the feasibility analysis, as well as the calculation of an in-lieu fee aligned with the City's current IHO requirements.

2. Market Context

Housing Need

The State of California requires every jurisdiction to adequately plan for its community's housing needs, as specified by the Regional Housing Needs Allocation, or RHNA. The RHNA breaks down the amount of housing units needed in each jurisdiction by income category, ranging from Extremely-Low Income to Above Moderate Income. The definitions of the State's income categories for Los Angeles County are provided in more detail in **Chapter 3** of this report.

Currently, jurisdictions within the Southern California Association of Governments (SCAG) area, which includes Los Angeles County, have adopted or are working towards adopting their 6th Cycle (2021 through 2029) Housing Elements, which contain policies and strategies required to meet current RHNA numbers. The City of Monterey Park's 6th Cycle Housing Element was certified as of March 30, 2023.

Monterey Park has a RHNA of 5,257 total units for the 2021-2029 period, representing a nearly 25 percent increase to the City's existing housing inventory.

Table 1 displays the City's RHNA breakdown by income levels.

Table 1 RHNA for Monterey Park

Affordability Category	Units	Percentage
Extremely Low Income	653	12.4%
Very Low Income	671	12.8%
Low Income	822	15.6%
Moderate Income	848	16.1%
Above Moderate	<u>2,263</u>	<u>43.0%</u>
Total	5,257	100.0%

Source: HCD; Economic & Planning Systems, Inc.

Since the City's RHNA targets include housing at a range of income levels, it is important to adopt policies that both advance affordable housing opportunities and support the development of new market-rate housing.

Real Estate Market Activity

To evaluate the impacts of Monterey Park's inclusionary program on future residential development, EPS first sought to answer the following questions:

- (1) Is market-rate development occurring in Monterey Park?
- (2) What are the market-rate rents and sales prices of new development?

These questions are critical, as an inclusionary program is only effective if new market-rate residential development is occurring and can achieve prices or rents that can support the additional costs of including affordable units. In order to understand the local development landscape and the extent of new residential development activity in the City and subregion, EPS researched several key local residential market activity indicators, utilizing a variety of data sources including the California Department of Housing and Community Development (HCD) Annual Progress Reports (APRs), CoStar, Redfin, and City input.³ In addition, EPS reviewed the City's new development capacity as detailed in the City's 6th Cycle Housing Element, to understand zoning or plans that could accommodate new residential developments in the future.

To the greatest extent possible and to maximize transparency, EPS aimed to use publicly-available data, such as information collected and posted by HCD, the US Census, and local planning documents and zoning codes. EPS additionally vetted and confirmed assumptions through discussions with City planning staff and residential developers active in the City (as identified by City staff) and the larger San Gabriel Valley subregion.

Housing Affordability

Households in the City of Monterey Park have a median annual income of \$68,497 and an average household size of 3.0 people per household. According to the 2023 State Income Limits for Los Angeles County, a three-person household with earnings of nearly \$69,000 (i.e., the "typical" household in Monterey Park) would be considered a Low-Income household.

Based on standard thresholds for housing affordability, a household earning median income in the City can afford a home price of approximately \$410,000⁴ or a monthly rent of approximately \$1,700.⁵ As of mid-2023, the median sales price

³ CoStar reports rents for multifamily housing units based on data provided by property management companies. Redfin reports sale prices for sold housing units based on publicly-available data, such as MLS and County Assessor records.

⁴ Assumes that no more than 35 percent of an owner-occupied household's income is spent on housing costs, and that the house is purchased with 30-year mortgage with a fixed 5 percent interest rate and a 10 percent downpayment.

⁵ Assumes that no more than 30 percent of a renter-occupied household's income should be spent on housing costs.

in the City for a detached single-family home is approximately \$930,000, while the median apartment rent across the San Gabriel Valley is approximately \$2,700 per month.⁶ Given these price points, the “typical” household in Monterey Park could not afford the “typical” single-family for-sale home or multifamily rental apartment in the City and subregion.

Future Development Trends

There has been limited new market-rate development in Monterey Park in the past several years. However, there are several large multifamily projects in the development pipeline and the Housing Element identifies significant new capacity in the Mixed-Use (MU) areas in the City’s downtown corridor. These trends are summarized below.

Single-Family Housing

In 2022, thirteen attached townhome units and two single-family detached units were completed within the City.

Multifamily Housing

In 2022, 87 multifamily units were completed within the City, the majority of which were part of a single project. In addition, there are ten residential projects that would yield approximately 700 units currently in the City’s pipeline, with project completion statuses ranging from “Conceptual” to “Under Construction”. These projects include owner-occupied condominium units and renter-occupied apartment units.

Development Capacity Potential

The Housing Element anticipates most of its new residential development capacity will be in the City’s northeast area, which contains the Mixed-Use zoned areas. The purple portions in **Figure 1** illustrate the downtown Mixed-Use zoned areas within the City. **Figure 2** from the City’s Housing Element further illustrates that the majority of housing opportunity sites in the City (shown in orange) are in the northeast area.

⁶ EPS utilized the subregional median rent given the limited inventory of new multifamily rental apartments in the City.

Figure 1 Mixed-Use Land Designation Area

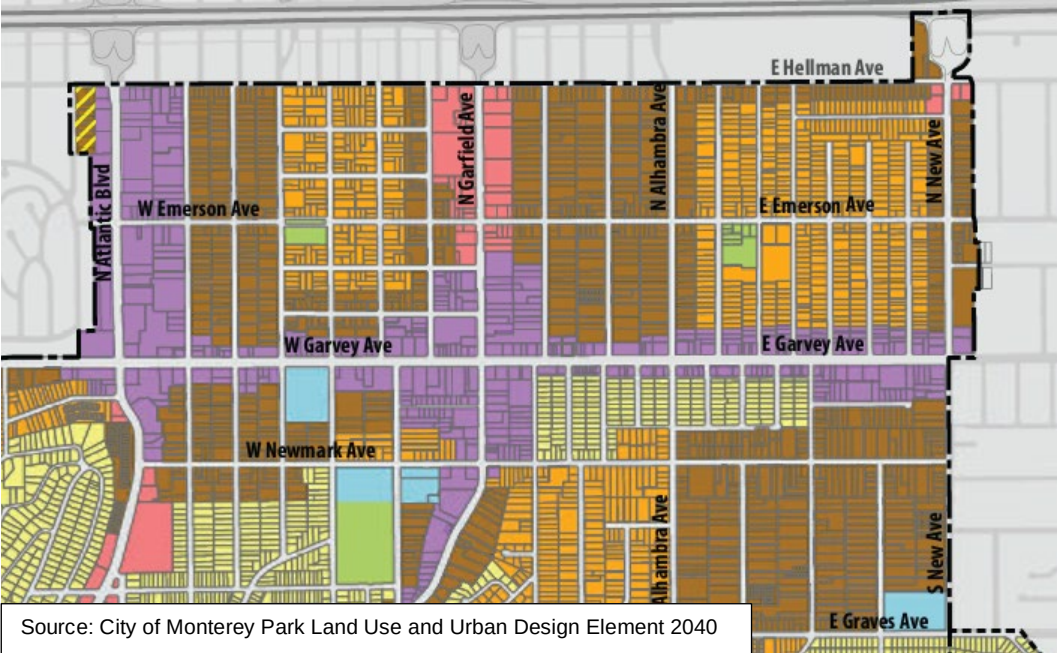
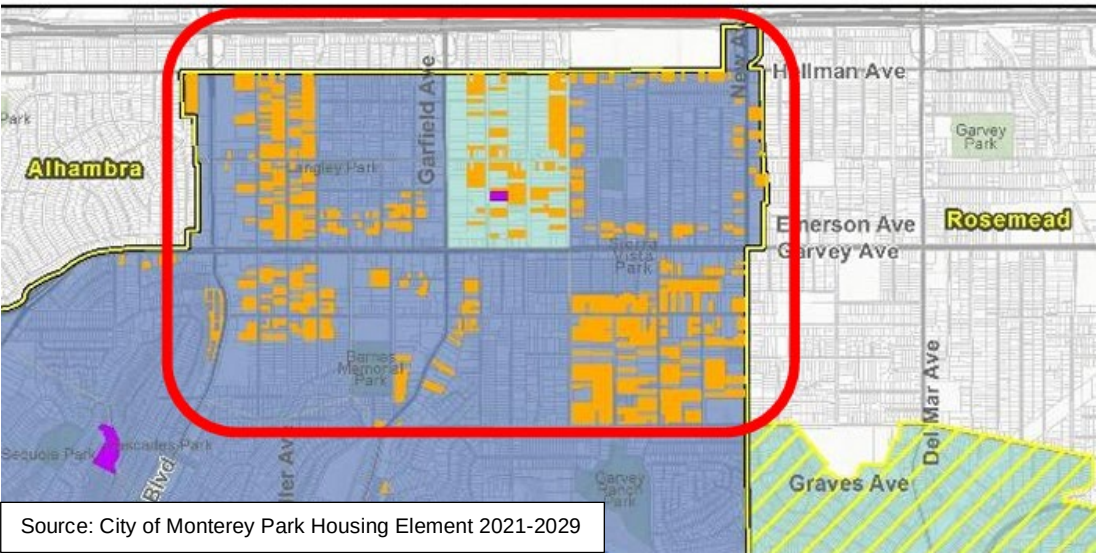


Figure 2 Housing Opportunity Sites in the Northeast Portion of Monterey Park



3. Development Feasibility Analysis

The development feasibility analysis detailed in this study tests whether new market-rate residential development in the City can absorb the financial impact of an inclusionary housing requirement. This assessment reflects that building affordable housing units represents a cost to market-rate housing projects, and it is possible that the additional cost will cause the project to be financially infeasible.

Methodology

To support an inclusionary requirement, a development project must demonstrate feasibility in excess of a feasibility “threshold,” described in more detail below. Based on this criterion, the feasibility analysis is intended to demonstrate if an inclusionary housing program is an appropriate tool to adopt at this time given market conditions, and, if so, identify inclusionary requirements that could be feasibly absorbed by different types of new market-rate projects in the City. The analysis utilizes information on market rents and sale prices in the City, affordable rents and sale prices in the region, and development costs for new residential units in the region. The analysis reflects costs and values of newly constructed housing units since the IHO only applies to new development projects.

Assumptions

Product Prototypes

The feasibility analysis was conducted on a series of prototype residential products intended to reflect the types of new residential development projects expected to occur in the City in the coming years. The prototypes were informed by EPS research on the local housing market, which included review of recent developments and proposed projects, discussions with developers active in the City and subregion, input from City staff, and City zoning regulations.

The analyzed prototypes include three Citywide prototypes, reflecting residential zoning designations across the City; and three MU Zone prototypes reflecting the City’s MU zoning designation. Prototypes for the MU Zone are considered separately as the MU designation provides zoning allowances distinct from other residential zones in the City. Specifically, there is no limit on density for projects in the MU Zone. Additionally, many of the properties located in the MU Zone meet the requirements of California law, which allows a developer to provide fewer parking spaces than required by the City standards if the development is constructed within ½ miles of a major transit hub. Since the MU Zone is expected to absorb a significant amount of future residential development in the City, it is

particularly important to understand the impact of the IHO on future projects in the MU Zone area.

The Citywide prototypes include one rental prototype – multifamily apartments – and two for-sale prototypes – multifamily condominiums and attached townhomes. The critical differentiator between the two for-sale prototypes is the density at which they are built, with the “condominium” product assumed to be built at a density of 30 units per acre and the “townhome” product assumed to be built at a density of 20 units per acre. These densities align with zoning regulations for the City’s R-2 and R-3 zones, and the associated product types are based on how units at those densities can fit on a site. Given these densities, it is assumed that the condominium units would be contained within a single multi-story building, while the townhome units would be built as distinct units, each with its own ground-floor entrance (although likely with shared walls). The analysis also assumes that the prototypical condominium units are smaller than the prototypical townhome unit. While there may be additional factors – such as how the lot is subdivided – that the City uses to define a project as a condominium or townhome, this analysis does not account for those types of factors and only differentiates the prototypes based on density and unit size.

The Mixed-Use prototypes include two rental multifamily apartment prototypes and one for-sale multifamily condominium prototype. These products reflect characteristics of pipeline projects currently seen in the MU Zone. The difference between the two rental prototypes is the parking ratios, with one prototype assuming 2 spaces per unit and the other prototype assuming 1.5 spaces per unit. The two rental prototypes were developed per guidance from staff in the City’s Community Development Department to reflect the range of parking ratios anticipated in pipeline and future projects. The Mixed-Use for-sale multifamily condominium prototype (for both market-rate and affordable units) also reflects a lower parking ratio of 2 spaces per unit as compared to the corresponding Citywide prototype, which assumes a parking ratio of 2.5 spaces per unit.⁷

The unit characteristics for each prototype are meant to represent average unit sizes, with the resulting analysis demonstrating feasibility for an average residential project. The findings of this analysis assume that the unique unit mix of any particular project will, in aggregate, conform to these average unit sizes. However, any specific project will have its own cost and revenue factors that may be impacted in part by its unit mix. Additionally, this analysis does not include a detached single-family home prototype, as the City anticipates limited future development of this product type.

⁷ The use of a 2-space per unit parking ratio reflects the fact that while projects in the MU Zone will not be required to provide a minimum number of parking spaces per State law, developers will likely still provide some amount of parking to meet market expectations and demand.

The characteristics of each Citywide development prototype are summarized in **Table 2** and characteristics of each Mixed-Use development prototype are summarized in **Table 3**.

Table 2 Citywide Prototype Residential Products for Monterey Park

Item	Single Family Attached Townhome	Multifamily Condominium	Multifamily Rental - High Density
Tenure	Ownership	Ownership	Rental
Building Type	Attached	Multifamily	Multifamily
Density (units/acre)	20 units/acre	30 units/acre	30 units/acre
Unit Square Feet	1800 sq. ft.	1200 sq. ft.	1100 sq. ft.
Unit Bedrooms	3 per unit	2 per unit	2 per unit
Parking Spaces	2 per unit	2.5 per unit	2.5 per unit
Parking Type	Attached Garage	Podium	Podium

Source: City of Monterey Park; Costar; EPS

Table 3 Mixed-Use Prototype Residential Products for Monterey Park

Item	Multifamily Condominium	<u>Multifamily Rental</u>	
		More Parking	Less Parking
Tenure	Ownership	Rental	Rental
Building Type	Multifamily	Multifamily	Multifamily
Density (units/acre)	30 units/acre	70 units/acre	70 units/acre
Unit Square Feet	1200 sq. ft.	900 sq. ft.	900 sq. ft.
Unit Bedrooms	2 per unit	2 per unit	2 per unit
Parking Spaces	2 per unit	2 per unit	1.5 per unit
Parking Type	Podium	Podium	Podium

Source: City of Monterey Park; Costar; EPS

Development Cost Assumptions

Development cost categories include land acquisition, site preparation, hard costs (e.g., construction labor and materials), and indirect or “soft” costs (e.g., architecture/engineering, entitlement, financing, marketing). **Appendix A** provides additional detail about what elements are included in each development

cost category. For the multifamily prototypes that include structured/podium parking, EPS identifies parking costs as a separate line item and assumes the parking is built as one or two above-grade levels of parking below the residential levels. Data from recent developments and land transactions in the City have been combined with information from interviews with developers who are active in the region to inform the development cost assumptions used in the analysis.

Table 4, Table 5, and Table 6 below detail the cost assumptions and estimated costs per unit for the apartment, condominium, and townhome prototypes, respectively, under the Citywide zoning designation, while **Table 7, Table 8, and Table 9** detail the assumption and estimated costs per unit for the apartment and condominium prototypes under the MU zoning designation. As shown, the estimated development costs for multifamily units are approximately \$670,000 to \$690,000 per unit under Citywide zoning designations, and \$500,000 to \$640,000 per unit under the Mixed-Use zoning designation. The estimated development cost for townhome units is approximately \$490,000 per unit.

Table 4 Citywide Rental Apartment Prototype Unit Cost Assumptions

Item	Multifamily Apartment - High Density	
	Assumptions	Per Unit
Development Prototype		
Tenure	Rental	
Parcel Size	1 acre	
Density	30 units/acre	
Unit Size	1,100 sq.ft.	
Amount of Parking	2.5 per unit	
Development Costs		
Land Costs	\$2,500,000 per acre	\$83,333
Site Preparation	\$40 per sq.ft. of land	<u>\$58,080</u>
<i>Subtotal, Land</i>		<i>\$141,413</i>
Direct Construction Costs	\$275 per sq.ft.	\$302,500
Parking Costs	\$50,000 per space, podium	\$125,000
Builder Fee	3.0% of direct costs, incl. parking	<u>\$12,825</u>
<i>Subtotal, Direct Costs</i>		<i>\$440,325</i>
Indirect Costs	25% of direct costs	<u>\$110,081</u>
<i>Subtotal, Indirect Costs</i>		<i>\$110,081</i>
Total Development Costs		\$691,820

Table 5 Citywide For-Sale Condominium Prototype Unit Cost Assumptions

Item	Multifamily Attached Condo	
	Assumptions	Per Unit
Development Prototype		
Tenure	Ownership	
Parcel Size	1 acre	
Density	30 units/acre	
Unit Size	1,200 sq.ft.	
Number of Bedrooms	2.0 per unit	
Amount of Parking	2.5 per unit	
Development Costs		
Land Costs	\$2,500,000 per acre	\$83,333
Site Preparation	\$40 per sq.ft. of land	<u>\$58,080</u>
<i>Subtotal, Land</i>		<i>\$141,413</i>
Direct Construction Costs	\$250 per sq.ft.	\$300,000
Parking Costs	\$50,000 per space, podium	<u>\$125,000</u>
<i>Subtotal, Direct Costs</i>		<i>\$425,000</i>
Indirect Costs	25% of direct costs	<u>\$106,250</u>
<i>Subtotal, Indirect Costs</i>		<i>\$106,250</i>
Total Construction Costs		\$672,663

Table 6 Citywide For-Sale Townhome Prototype Unit Cost Assumptions

Item	Single Family Attached Townhome	
	Assumptions	Per Unit
Development Prototype		
Tenure	Ownership	
Parcel Size	1 acre	
Density	20 units/acre	
Unit Size	1,800 sq.ft.	
Number of Bedrooms	3.0 per unit	
Amount of Parking	2.0 per unit	
Development Costs		
Land Costs	\$2,500,000 per acre	\$125,000
Site Preparation	\$40 per sq.ft. of land	<u>\$87,120</u>
<i>Subtotal, Land</i>		<i>\$212,120</i>
Direct Construction Costs	\$125 per bldg. sq.ft.	\$225,000
Parking Costs	\$0 per space	<u>\$0</u>
<i>Subtotal, Direct Costs</i>		<i>\$225,000</i>
Indirect Costs	25% of direct costs	<u>\$56,250</u>
<i>Subtotal, Indirect Costs</i>		<i>\$56,250</i>
Total Construction Costs		\$493,370

Table 7 Mixed-Use Rental Apartment Prototype Unit Cost Assumptions (with Less Parking)

Item	Multifamily Apartment - Mixed Use Downtown	
	Assumptions	Per Unit
Development Prototype		
Tenure	Rental	
Parcel Size	1 acre	
Density	70 units/acre	
Unit Size	900 sq.ft.	
Amount of Parking	1.5 per unit	
Development Costs		
Land Costs	\$4,000,000 per acre	\$57,143
Site Preparation	\$40 per sq.ft. of land	<u>\$24,891</u>
<i>Subtotal, Land</i>		<i>\$82,034</i>
Direct Construction Costs	\$275 per sq.ft.	\$247,500
Parking Costs	\$50,000 per space, podium	\$75,000
Builder Fee	3.0% of direct costs, incl. parking	<u>\$9,675</u>
<i>Subtotal, Direct Costs</i>		<i>\$332,175</i>
Indirect Costs	25% of direct costs	<u>\$83,044</u>
<i>Subtotal, Indirect Costs</i>		<i>\$83,044</i>
Total Development Costs		\$497,253

Table 8 Mixed-Use Rental Apartment Prototype Unit Cost Assumptions (with More Parking)

Item	Multifamily Apartment - Mixed Use Downtown	
	Assumptions	Per Unit
Development Prototype		
Tenure	Rental	
Parcel Size	1 acre	
Density	70 units/acre	
Unit Size	900 sq.ft.	
Amount of Parking	2.0 per unit	
Development Costs		
Land Costs	\$4,000,000 per acre	\$57,143
Site Preparation	\$40 per sq.ft. of land	<u>\$24,891</u>
<i>Subtotal, Land</i>		<i>\$82,034</i>
Direct Construction Costs	\$275 per sq.ft.	\$247,500
Parking Costs	\$50,000 per space, podium	\$100,000
Builder Fee	3.0% of direct costs, incl. parking	<u>\$10,425</u>
<i>Subtotal, Direct Costs</i>		<i>\$357,925</i>
Indirect Costs	25% of direct costs	<u>\$89,481</u>
<i>Subtotal, Indirect Costs</i>		<i>\$89,481</i>
Total Development Costs		\$529,441

Table 9 Mixed-Use For-Sale Condominium Prototype Unit Cost Assumptions

Item	Multifamily Attached Condo	
	Assumptions	Per Unit
Development Prototype		
Tenure	Ownership	
Parcel Size	1 acre	
Density	30 units/acre	
Unit Size	1,200 sq.ft.	
Number of Bedrooms	2.0 per unit	
Amount of Parking	2.0 per unit	
Development Costs		
Land Costs	\$2,500,000 per acre	\$83,333
Site Preparation	\$40 per sq.ft. of land	<u>\$58,080</u>
<i>Subtotal, Land</i>		<i>\$141,413</i>
Direct Construction Costs	\$250 per sq.ft.	\$300,000
Parking Costs	\$50,000 per space, podium	<u>\$100,000</u>
<i>Subtotal, Direct Costs</i>		<i>\$400,000</i>
Indirect Costs	25% of direct costs	<u>\$100,000</u>
<i>Subtotal, Indirect Costs</i>		<i>\$100,000</i>
Total Construction Costs		\$641,413

Value Assumptions

Market-Rate Residential Values

The value for market-rate rental apartments is based on annual net operating income (NOI), which is calculated as annual rent minus annual operating expenses. For the apartment prototypes in Monterey Park, annual rent is assumed at \$33,420 per unit (equivalent to \$2,785 per month), and annual operating expenses are assumed at \$10,000 per unit. This rental rate reflects market rents for newly constructed apartment projects in the San Gabriel Valley subregion.

For the market-rate for-sale prototypes, the value of the unit is equal to the estimated sale price. The assumed price points for new for-sale products in Monterey Park are \$674,000 for a condominium unit and \$870,000 for a townhome unit. These price points reflect expectations for newly constructed units, which are assumed to achieve higher prices than the overall existing inventory. For this analysis, EPS applied a premium of 40 percent over existing inventory values to estimate projected prices for new units, based on sales trend data for the San Gabriel Valley subregion.

Affordable Residential Values

Affordable rents and sale prices for inclusionary units are based on maximum housing costs affordable to households at various household income levels. Income levels for households in Los Angeles County are set by California law on an annual basis. The income level for each category differs by household size. This analysis assumes a two-bedroom unit is occupied by a three-person household and a three-bedroom unit is occupied by a four-person household.⁸ For 2023, the Area Median Income (AMI) in Los Angeles County is defined as \$88,400 for a household of three and \$98,200 for a household of four.

In general, Very Low-Income households are defined as those earning up to 50 percent of AMI; Low-Income households earn up to 80 percent AMI; and Moderate-Income households earn up to 120 percent of AMI. However, within Los Angeles County, the maximum income defining Very Low- and Low-Income households is adjusted upwards from the associated percentage of AMI. This adjustment occurs in counties with relatively high housing costs and/or relatively high or low household incomes. Due to this adjustment, the maximum income for a Low-Income household—\$90,850 for a three-person household and \$100,900 for a four-person household—is actually higher than the area median income.

⁸ Based on California Health and Safety Code Section 50052.5.

Based on the maximum household income for each income category, EPS calculated the maximum spending towards housing costs that would be considered affordable. The analysis assumes that households in affordable units spend no more than 30 percent of their gross annual income on total housing costs. For the purposes of this analysis, housing costs for rental units include rent only, while housing costs for for-sale units include mortgage and interest payments, insurance, property taxes, and Homeowners Association (HOA) fees. To calculate the maximum affordable sale price for for-sale units, EPS assumed that insurance, property taxes, and Homeowners Association (HOA) fees represent approximately 10 percent of household income, and therefore the maximum income available for a mortgage payment is 20 percent of annual household income. This mortgage payment was converted into an affordable home sale price assuming a 10 percent down payment and a 30-year mortgage with a fixed interest rate of 5 percent, reflecting a long-term, historical average.

The affordable values remain consistent across Citywide and Mixed-Use prototype products as they are based on County income limits rather than the programmatic characteristics of the prototype unit. **Table 10** indicates the maximum annual incomes for households associated with each income category in Los Angeles Category for the associated household size, as well as the affordable rents and sale prices associated with each category.

Table 10 Maximum Unit Values for Affordable Housing for Los Angeles County (2023)

Item	Very Low Income (50% AMI)	Low Income (80% AMI)	Moderate Income (120% AMI)
Multifamily Apartment			
Maximum Household Income [1]	\$56,750	\$90,850	\$106,050
Income Available for Housing Costs/Year [2]	\$13,887	\$24,117	\$28,677
Supportable Rent/Month	\$1,157	\$2,010	\$2,390
(less) Operating Expenses per Unit/Year [3]	(\$7,500)	(\$7,500)	(\$10,000)
Annual Net Operating Income	\$6,387	\$16,617	\$18,677
Capitalization Rate [4]	5%	5%	5%
Unit Value [5]	\$127,740	\$332,340	\$373,540
Multifamily Attached Condo			
Household Income [1]	\$56,750	\$90,850	\$106,050
Income Available for Housing Costs/Year [6]	\$11,350	\$18,170	\$21,210
Supportable Mortgage [7]	\$174,477	\$279,317	\$326,050
Supportable Home Price [8]	\$193,900	\$310,400	\$362,300
Single Family Attached Townhome			
Household Income [1]	\$63,050	\$100,900	\$117,850
Income Available for Housing Costs/Year [6]	\$12,610	\$20,180	\$23,570
Supportable Mortgage [7]	\$193,847	\$310,216	\$362,329
Affordable Home Price [8]	\$215,400	\$344,700	\$402,600

[1] Reflects 2023 HCD Income Limits for a three-person household for apartments and condominiums, and a four-person household for townhomes.

[2] Assumes that no more than 30% of a household's income should be spent on housing costs for housing to be considered affordable. This number represents the affordable annual rent.

[3] Operating expenses are generally based on EPS feasibility studies in the region and are inclusive of utility costs; units at or below 80% of AMI are assumed to be built as non-profit and are therefore exempt from property taxes. Property taxes are assumed to comprise a share of the operating expenses for the moderate income category.

[4] The capitalization rate is used to determine the current value of a property based on estimated future operating income, and is typically a measure of estimated operating risk. Obtained for multifamily developments in Monterey Park and the surrounding region from CoStar.

[5] The unit value is determined by dividing the net operating income by the capitalization rate.

[6] Assumes that no more than 20% of household income is spent on mortgage payments. This reflects that total housing costs should not exceed 30% of income, and takes into account other housing-related costs, such as taxes, insurance, and HOA fees.

[7] Assumes a 30-year mortgage and a fixed 5% interest rate.

[8] Assumes a 10% down payment.

Sources: City of Monterey Park; HCD; CoStar; and Economic & Planning Systems, Inc.

Feasibility Thresholds

The assessment of financial feasibility for real estate development products is based on calculating financial return metrics for the products and comparing them against typical industry target thresholds. In the case of residential development, relevant return metrics are based on comparing total project revenues to total project development costs, as follows:

- For for-sale market-rate housing prototypes, which in this analysis includes condominiums and townhomes, the estimated cost of development (shown in **Table 5**, **Table 6**, and **Table 9**) is subtracted from the estimated value, or sale price, in order to calculate profit. The profit is then divided by the estimated development cost to calculate the relevant feasibility metric, *profit margin*, which is the percentage by which total project value exceeds total project cost. Based on EPS research and feedback from the developer community, the analysis assumes that developers in the greater Los Angeles region will require a projected profit margin of at least 15 percent to move forward with a for-sale development project. Therefore, a prototype attaining a profit margin at or above 15 percent at market sale prices would be considered feasible in this analysis. A profit margin *in excess of* 15 percent would be required to support any additional costs, such as an inclusionary requirement.
- For rental market-rate housing prototypes, which in this analysis includes multifamily apartments, the feasibility threshold is based on the return metric of “yield on cost,” which is calculated by dividing the annual net operating income (NOI) by the total costs of development.⁹ Based on EPS research and experience, the analysis assumes that developers in the greater Los Angeles region will require a projected yield on cost of at least 5.5 percent in order to move forward with a multifamily rental development project. A yield-on-cost *in excess of* 5.5 percent would be required to support any additional costs, such as an inclusionary requirement.

It is important to note that these return metrics do not account for the time value of money and are not based on any assumption regarding project timeline.

⁹ Net operating income reflects total rent collected minus operating costs.

Feasibility Analysis Findings

EPS assumptions for prototype revenues and costs detailed above were used to calculate the relevant return metrics for each prototype category at market rates (without the current inclusionary requirements). The calculated return metrics for each prototype are detailed below in **Table 11**.

As shown, the analysis indicates that only the townhome prototype both meets feasibility thresholds at market rates and demonstrates sufficient feasibility to support the additional costs of an inclusionary requirement. None of the multifamily prototypes achieve feasible return thresholds at market rates, although the Mixed-Use prototypes' higher densities and lower parking ratios increase revenue and lower development cost, and are therefore estimated to generate higher returns as compared to their Citywide counterparts. Overall, the estimated returns for the multifamily prototypes suggest that, on average, it is challenging to develop these project types in the City under current market conditions. The additional costs of an inclusionary requirement would exacerbate those challenges and potentially limit the opportunities for new housing development in the community.

It is important to note that this analysis only reflects average prototypical projects and does not mean that the prototypes shown as infeasible above will never be built in the City. There are many factors that can impact the financial feasibility of any particular development project. For example, if a project can acquire land at a lower price or build at a higher density than what is represented in the above assumptions, the project may become financially feasible. Similarly, a developer may find that there is sufficient demand to achieve rents or sale prices higher than those assumed in this analysis. Indeed, the City may find that even though this analysis shows specific types of development to be infeasible at market rates, they still receive proposals to build these types of projects. Therefore, as stated previously in this report, the analysis should not be considered deterministic regarding the future of housing development in the City. Rather, it should be taken as informative regarding the obstacles to housing development under current average market conditions, and how inclusionary housing requirements might therefore impact the feasibility of the average project.

Table 11 Feasibility of Market-Rate Product Prototypes in Monterey Park

Item	Feasibility Threshold	Results
Multifamily Apartment - High Density		
Development Costs Per Unit		\$692,000
Net Operating Income Per Unit		\$23,000
Yield on Cost	5.5%	3.4%
Multifamily Attached Condo		
Development Costs Per Unit		\$673,000
Average Sale Price		\$674,000
Profit		\$1,000
Profit Margin	15%	0.1%
Single Family Attached Townhome		
Development Costs Per Unit		\$493,000
Average Sale Price		\$870,000
Profit		\$377,000
Profit Margin	15%	76.3%
Multifamily Apartment - Mixed Use Downtown (Less Parking)		
Development Costs Per Unit		\$497,000
Net Operating Income Per Unit		\$23,000
Yield on Cost	5.5%	4.7%
Multifamily Apartment - Mixed Use Downtown (More Parking)		
Development Costs Per Unit		\$529,000
Net Operating Income Per Unit		\$23,000
Yield on Cost	5.5%	4.4%
Multifamily Attached Condo - Mixed Use Downtown		
Development Costs Per Unit		\$641,000
Average Sale Price		\$674,000
Profit		\$33,000
Profit Margin	15%	5.0%

Source: Economic & Planning Systems, Inc.

Key

Feasible

Infeasible

4. In-Lieu Fee Calculation

In addition to evaluating the impacts of the City's IHO on development feasibility, EPS was scoped to calculate an in-lieu fee that developers might pay instead of providing affordable units on-site. The City adopted a resolution in September 2023 regarding calculation of the in-lieu fee, which called for the fee to equal "the difference between the market rate price and the defined affordable price... associated with each income restricted unit required to be produced."¹⁰ While this is one possible approach for calculating an in-lieu fee, EPS recommends an alternative approach that would still reflect the City's goal to establish a fee that reflects "the financial impact or 'affordability gap' that is created by the IHO," and is commonly used in other jurisdictions across the State.¹¹

In EPS's recommended approach, the in-lieu fee is set to equal (as closely as possible) the cost that developers incur in providing on-site affordable units. This cost manifests as a "financial gap" associated with inclusionary units, calculated as the cost of developing the inclusionary unit (which is the same as the cost to build a market-rate unit) minus the inclusionary unit's value based on maximum affordable rents or sales prices. The in-lieu fee per required affordable unit would be based on that financial gap.

Using the financial gap approach described above, EPS calculated the financial gap for each modeled prototype unit at values associated with Low- and Moderate-Income affordability levels. The calculation utilizes the development costs detailed in **Table 4** through **Table 9** and affordable rents and sale prices detailed in **Table 10**. These gaps are shown in **Table 12** below.

¹⁰ Resolution No. 2023-R74 – Inclusionary Housing In-Lieu Fee

¹¹ Ibid.

Table 12 Financial Gap for Inclusionary Units

Item	Low Income (80% AMI)	Moderate Income (120% AMI)
Multifamily Apartment - High Density		
Development Costs Per Unit	\$692,000	\$692,000
Development Value Per Unit	\$332,000	\$374,000
Financial Gap	(\$359,000)	(\$318,000)
Multifamily Attached Condo		
Development Costs Per Unit	\$774,000	\$774,000
Development Value Per Unit	\$310,000	\$362,000
Financial Gap	(\$463,000)	(\$411,000)
Single Family Attached Townhome		
Development Costs Per Unit	\$567,000	\$567,000
Development Value Per Unit	\$345,000	\$403,000
Financial Gap	(\$223,000)	(\$165,000)
Multifamily Apartment - Mixed Use Downtown (Less Parking)		
Development Costs Per Unit	\$497,000	\$497,000
Development Value Per Unit	\$332,000	\$374,000
Financial Gap	(\$165,000)	(\$124,000)
Multifamily Apartment - Mixed Use Downtown (More Parking)		
Development Costs Per Unit	\$529,000	\$529,000
Development Value Per Unit	\$332,000	\$374,000
Financial Gap	(\$197,000)	(\$156,000)
Multifamily Attached Condo - Mixed Use Downtown		
Development Costs Per Unit	\$738,000	\$738,000
Development Value Per Unit	\$310,000	\$362,000
Financial Gap	(\$427,000)	(\$375,000)

Source: Economic & Planning Systems

The financial gaps were then converted into a fee per market-rate square foot of a project, which is a standard basis for levying such fees. The fees per market-rate square foot are shown in **Table 13**. As shown, the fees for different prototypes range widely, aligned with the range of costs (and resulting financial gaps) associated with different prototype products.

Table 13 Inclusionary Housing Program Equivalent In-Lieu Fees for Prototypes

Item	On-Site Requirement	In-Lieu Fee Per Market Rate Sq. Ft.
Multifamily Apartment - High Density	9% Low-Income; 6% Moderate-Income	\$46.77
Multifamily Attached Condo	15% Moderate-Income	\$51.41
Single Family Attached Townhome	15% Moderate-Income	\$13.73
Multifamily Apartment - Mixed Use Downtown (Less Parking)	9% Low-Income; 6% Moderate-Income	\$24.74
Multifamily Apartment - Mixed Use Downtown (More Parking)	9% Low-Income; 6% Moderate-Income	\$30.10
Multifamily Attached Condo - Mixed Use Downtown	15% Moderate-Income	\$46.92

Source: Economic & Planning Systems, Inc.

For additional context, EPS has gathered information on in-lieu fee levels in several jurisdictions throughout the State, included in **Appendix B**. It is worth noting that while the approach of aligning the cost of the in-lieu fee with the cost of providing on-site units is considered the best practice, some cities make a policy decision to incentivize the production of on-site units over payment of the in-lieu fee (or vice versa). In these circumstances, a city's on-site requirement and the associated in-lieu fee may be intentionally different from a development cost perspective.

5. Strategic Considerations

Based on the above analysis, EPS finds that the costs of Monterey Park's current inclusionary housing requirements will likely be challenging on average for new market-rate residential development projects, particularly multifamily rental and ownership projects, to absorb under current market conditions. As summarized in **Table 14**, most of the modeled prototypes do not achieve the thresholds for feasibility at market rates, and the addition of the on-site inclusionary requirements and associated in-lieu fee move the prototypes even further away from achieving these thresholds. Only the for-sale attached townhome prototype demonstrates sufficient feasibility to support the City's current inclusionary housing requirements. The table also demonstrates that while zoning allowance in the MU Zone may improve development feasibility, future projects will likely have to achieve higher densities and lower parking ratios than currently observed in the pipeline projects in order to feasibly support inclusionary requirements.

Table 14 Feasibility of Product Prototypes with Current Inclusionary Program in Monterey Park

Item	Feasibility Threshold	Market Rate (No Inclusionary)	Current Program Feasibility	
			On-Site Build	Calculated In-Lieu Fee
Multifamily Apartment - High Density				
Yield on Cost	5.5%	3.4%	3.3%	3.2%
Multifamily Attached Condo				
Profit Margin	15%	0.1%	-6.8%	-8.3%
Single Family Attached Townhome				
Profit Margin	15%	76.3%	62.1%	67.9%
Multifamily Apartment - Mixed Use Downtown (Less Parking)				
Yield on Cost	5.5%	4.7%	4.5%	4.5%
Multifamily Apartment - Mixed Use Downtown (More Parking)				
Yield on Cost	5.5%	4.4%	4.3%	4.2%
Multifamily Attached Condo - Mixed Use Downtown				
Profit Margin	15%	5.0%	-2.3%	-3.5%

Source: Economic & Planning Systems, Inc.

Given these findings, EPS has outlined several strategies for the City to consider regarding the immediate and long-term future of the IHO. These strategies can help the City balance its affordable housing objectives with current market and development feasibility conditions. These strategies are not necessarily mutually exclusive, and the City may decide to pursue them in combination.

- 1. Temporarily pause the inclusionary housing requirement.** The City may consider a pause in enforcement of the IHO until there is more market evidence that the development economics of residential development, particularly multifamily development, are improving. The City can continue to monitor several metrics in this regard, including developer interest and applications, residential production trends, development costs, and market prices/rents in the City. A reasonable timeframe for monitoring changing real estate and financial markets conditions would be one to two years. When early indicators, such as increased developer interest and multifamily rents, suggest improving market conditions, the City may then reevaluate the feasibility of its inclusionary program. While it would be a “best practice” to conduct another feasibility study at that time, the law does not require it.
- 2. Phase-in the IHO requirements.** It can take some time for the market to respond to new inclusionary requirements and for developers to figure out how to adjust their development programs to maintain feasibility. Sometimes phasing in inclusionary requirements is a way for a jurisdiction to signal to the development community what is coming while allowing projects already in early planning stages to respond.

A phase-in approach has been used in several jurisdictions, including in the cities of Long Beach and San Jose, as described below:

- The City of Long Beach phased in its inclusionary requirements over a three-year period, starting in 2021. Ownership projects that submitted their application for first approval in the first year were required to include 4 percent of units as affordable to Moderate-Income households. Those applying in the second year had to include 5 percent of units as affordable, and those applying in the third year had to include 10 percent of units as affordable. Similarly, for rental projects, applicants in the first year had to include 5 percent of units as affordable to Very-Low Income households, with the requirements increasing to 6 percent and then 11 percent for applicants in the second and third years. The City’s in-lieu fee levels were similarly phased in.
- In San Jose, the City adopted its inclusionary housing ordinance in early 2010 but delayed implementation until 2013. The City also added a market-based “trigger” to allow for earlier implementation if the housing market picked up more quickly than expected. Specifically, the ordinance could go into effect if at least 2,500 building permits were issued within a 12-month consecutive period.

3. Adjust the housing requirements so that the complying projects automatically qualify for the State Density Bonus (SDB). As written, the City's inclusionary requirement for for-sale projects qualifies developers for a 10 percent density bonus through the SDB. For rental projects, the City's current inclusionary requirements do not automatically align with requirements for using the SDB. However, if the City increases the current requirement of 9 percent of units for Low Income households to 10 percent of units, projects would automatically qualify for a 20 percent density bonus. The City could potentially eliminate the requirement for Moderate-Income housing on rental to offset the cost of the additional Low-Income requirement. While this adjustment to the rental inclusionary requirements may not completely resolve feasibility concerns under current market conditions, the additional density and other regulatory waivers and concessions allowed under the SDB have economic value and can improve the feasibility of a residential project.

4. Consider adopting an in-lieu fee that is lower than the equivalent subsidy of providing units on-site. This would lessen the cost burden on developers while still generating revenue for City to use specifically for affordable housing initiatives and opportunities. Some examples of cities that have implemented such a strategy include Jurupa Valley and San Clemente.

In taking this approach, the City should anticipate that most developers will choose to pay the in-lieu fee. However, even under this approach, some developers may still choose to build affordable units on-site anyway to qualify for the extra density and the waivers/concessions available under the SDB, which may be even more valuable to their project.

If the City does take this approach, it may still only be helpful to the developers of attached townhome projects under current market conditions. Given the feasibility challenges demonstrated for multifamily development at market rates, even an in-lieu fee that is set below the equivalent cost of the on-site inclusionary requirement (e.g., \$2 to \$5 per square foot) may be more cost than new projects of this type can absorb at this time.

It is also important to note that while cities do not often take this approach at the outset of establishing a new inclusionary housing program, it tends to happen over time if cities do not regularly update their inclusionary housing in-lieu fees. For example, cities that have not updated their in-lieu fees in some time may find that the cost to a developer of complying with the inclusionary requirement by building affordable units on-site far exceeds the cost of paying the in-lieu fee, given changes in development costs over time.

While the above strategies will not change the market and economic conditions impacting residential development projects, they can reduce the additional costs associated with inclusionary requirements. This in turn may increase the likelihood that any individual market-rate project can feasibly contribute to the supply of affordable units in the City.



APPENDICES

Appendix A: Development Program and Cost Categories

Item	Description	Sources
<u>Development Prototype</u>		
Density	Units permitted per acre, for each development prototype.	City zoning code and staff input
Unit Size	Average size of a unit.	CoStar; Redfin; Developer input; City staff input
Parking Requirement	Number of parking spaces required per unit.	City zoning code and staff input
<u>Development Costs</u>		
Land Costs	Acquisition of land. Varies by location and prototype.	CoStar, vacant land transactions where underlying zoning allows residential development; Developer input; SGVRHT pro formas
Site Preparation	Demolition (if needed), grading, horizontal infrastructure.	Developer input; EPS experience
Hard Costs	On-site work (labor and materials), vertical construction, general requirements, overhead and builder fees (excl. parking costs). Varies by prototype, with denser development costing more on a per square foot basis.	Developer input; Cost estimators (RLB, Marshall & Swift); EPS experience
Parking Costs	Hard costs specific to parking. Multifamily development assumes one to two levels of above-grade, podium-style parking beneath residential. Costs can range from \$40,000 to \$60,000 per space, or higher if undergrounding is required. Analysis assumes \$50,000.	Developer input; Cost estimators (RLB, Marshall & Swift, Watry); EPS experience
Soft Costs	Architecture and engineering; entitlement and fees; project management; consultants; marketing, commissions, and general administration; financing and charges; insurance; and contingency. Assumed to be a percentage of hard costs.	Developer input; EPS experience

Appendix B: In-Lieu Fees in Other California Jurisdictions

Jurisdiction	In-Lieu Fee (\$ / Sq. Ft.)	
	Rental	Ownership
Alhambra [1]	\$0.89 - \$14.30	\$1.88 - \$30.00
Pomona [1]	\$0.33 - \$9.20	\$0.33 - \$11.40
Glendale [1]	\$28.71 - \$55.00	\$28.71 - \$55.00
Pasadena [1] [2]	\$55.21 - \$76.68	\$56.84 - \$78.95
Long Beach	\$47.50	\$36.40
Montclair	\$15,400 (per unit)	\$15,400 (per unit)
Jurupa Valley [3]	\$2.50	\$2.50
Fremont	\$17.50	\$44.00
San Ramon	\$14.63	\$15.70

[1] These jurisdictions charge an in-lieu fee that varies by number of units in a project.

[2] The in-lieu fee in Pasadena is dependent on the location of the development within the city.

[3] Jurupa Valley chose to set their in-lieu fee lower than the associated subsidy for on-site units.

January 17, 2024 City Council Regular Meeting

Agenda Item No. 2B

AUTHORIZATION TO ISSUE LEGISLATIVE SUBPOENAS REGARDING THE POTENTIAL REVOCATION OF CONDITIONAL USE PERMIT NO. CU-89-004 (AS AMENDED AND MODIFIED) HELD BY ATLANTIC SQUARE, LLC (CONTINUED FROM NOVEMBER 1, 2023)

Staff Report available at a later date.



City Council Staff Report

DATE: January 17, 2024

AGENDA ITEM NO: Old Business - 2C

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: SR-710 North Mobility Improvements Project Update and Funding Agreement

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a funding agreement with Los Angeles County Metropolitan Transportation Authority ("LACMTA"), on a form approved by the City Attorney, for the Garvey Avenue Capacity Improvements totaling \$18,202,000;
2. Authorizing the City Manager to appropriate project funds for the Garvey Avenue Capacity Improvements project per the project funding schedule included in the terms and conditions of the funding agreement;
3. Adopting a Resolution to add the Garvey Avenue Capacity Improvement and Parking Structure projects to the fiscal year 2023-2024 Capital Improvement Program ("CIP");
4. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act)

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

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 received a total allocation of \$100,300,000 from LACMTA to complete seven projects. It is recommended that the City Council approve the funding agreement for the Garvey Avenue Capacity Improvement project which includes a modified scope of work from the originally proposed project, eliminating the need for adding third lanes and removal of parking along Garvey Avenue.

BACKGROUND:

City Council approved four funding agreements from LACMTA at the December 16, 2020 and March 17, 2021 City Council Meetings. The funding agreements included the Garfield Avenue, Atlantic Avenue, Ramona Road, and Adaptive Traffic/Traffic Responsive Control System projects totaling \$14,000,000.

At the March 17, 2021 Council meeting, the community expressed concerns for the Garvey Avenue and Parking Structure Construction projects and requested the City review project scopes and discuss project modifications with LACMTA. Consideration to approve these projects was postponed to a future date pending additional input from LACMTA regarding potential new guidelines for the projects.

At the February 16, 2022 Council meeting, City Council approved funding agreements for the Parking Structure and Monterey Pass Road projects. The Community again expressed concerns for the Garvey Avenue Capacity Improvements project, and City Council directed staff to work with LACMTA to seek alternatives to the proposed lane expansions for the project.

Staff had multiple meetings with LACMTA regarding the proposed parking structure at the corner of Garvey and Lincoln, which is estimated at \$22,445,000. The City has an available budget of \$47,258,000 allocated for multiple parking structures or other project needs. At this time, LACMTA is finalizing the funding agreement for the Garvey/Lincoln parking structure. Upon execution, staff can start the design phase of the project. Staff will present design concepts to the City Council before moving forward with the final design.

Additionally, staff worked with LACMTA and modified the scope of work of the Garvey Avenue Capacity Improvements project to eliminate the proposed addition of a third lane of traffic and the removal of parking along Garvey Avenue. The final proposed scope of work comprises various improvements, including:

- Bus pads, bus shelters, benches, and various related amenities for bus riders
- Median adjustments and left turn pockets lengthening to improve public transit/bus flow
- Paving and restriping
- Sidewalk and ADA improvements to improve pedestrian mobility and safety

- Additional bicycle routes on the northerly parallel street (Emerson Ave. from Atlantic to New) and southerly parallel street (Newmark Ave. from Atlantic to New) to promote the use of bicycles and improve rider experience
- Lighting and driveway modification improvements to meet current standards
- Installation of EV chargers for public use, where feasible, to promote electric vehicle use
- Signal infrastructure improvements, adjustments, and modifications as necessary to comply with current Caltrans standards.

Staff will seek community input during the design phase and will be presenting a final scope to the City Council prior to proceeding with a final design.

Consultants will be retained for various project phases, which may include Design, Environmental, Construction Management, and Inspection. However, staff will return in the future to award those contracts individually on a project-by-project basis and based on submittal of proposals as requested.

Staff recommends that the City Council authorize the City Manager to execute the funding agreement, for the revised Garvey Avenue Capacity Improvement Project for an amount of \$18,202,000. LACTMA expressed support for the Garvey Avenue Capacity Improvement Project and is currently finalizing the funding agreement.

2023-2024 STRATEGIC PLAN GOAL:

The proposed Garvey Avenue Capacity Improvements project meets the City's strategic goal of **Economic Development** by improving circulation, beautifying the medians and providing a more walkable, and bicycle friendly downtown area, resulting in the potential attraction of more pedestrians and patrons to downtown businesses.

In addition, the proposed installation of EV charging stations, replacement of lighting with LED lights, and synchronizing the signals meet the City's strategic goal of **Sustainability**.

FISCAL IMPACT:

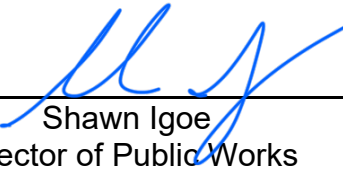
The City expects to receive a funding agreement from LACMTA for the Garvey Avenue Capacity Improvements in the near future and will appropriate funds according to the funding schedule included in the terms and conditions totaling \$18,202,000 over the next three years. The following table provides an overview of the projects funded by SR-710 funds.

CIP No.	Project Name/Description	Project Funding
96023	Garfield Avenue Capacity Improvements [Hellman to Hilliard]	\$700,000
96024	Atlantic Avenue Capacity Improvements [Hellman to Garvey]	\$1,900,000
96025	Ramona Road Capacity Improvements [710 Off s/o I-10 Freeway]	\$2,400,000

	<i>(Approved at the December 16, 2020 Council Meeting)</i>	
96026	Adaptive Traffic/Traffic Responsive Control System Project	\$9,000,000
	<i>(Approved at the March 17, 2021 Council Meeting)</i>	
96047	Monterey Pass Road Improvements	\$20,840,000
	Construct Parking Structures	\$47,258,000
	<i>(Approved at the February 16, 2022 Council Meeting)</i>	
	Garvey Avenue Capacity Improvements [Atlantic to New]	\$18,202,000
	<i>(Proposed)</i>	
TOTAL		\$100,300,000

Costs will be reimbursed by LACMTA from project funds per the terms and conditions included in the funding agreements. It is recommended that a resolution be adopted to add Garvey Avenue Capacity Improvement and Parking Structure projects to the fiscal year 2023-2024 CIP. New CIP numbers will be assigned to the projects by the Finance Department and funds programming with LACMTA will be coordinated by the Public Works Engineering Division.

Respectfully submitted and prepared by:


Shawn Igoe
Director of Public Works

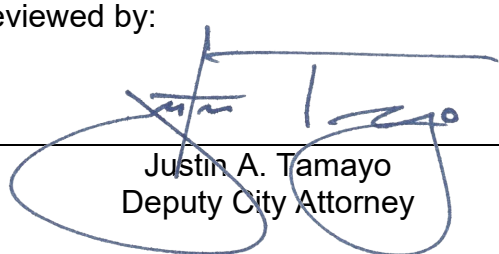
Reviewed by:


Martha Garcia
Director of Finance

Approved by:


Inez Alvarez
City Manager

Reviewed by:


Justin A. Tamayo
Deputy City Attorney

ATTACHMENT:

1. Resolution
2. City Council Resolution No. 2023-R52

ATTACHMENT 1

Resolution

RESOLUTION NO.

A RESOLUTION AMENDING RESOLUTION NO. 2022-R52 TO ADD THE GARVEY AVENUE CAPACITY IMPROVEMENT AND PARKING STRUCTURE PROJECTS TO THE CAPITAL IMPROVEMENT PLAN (“CIP”) AND FINDING SUCH AMENDMENT CONFORMS WITH THE GENERAL PLAN.

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

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

- A. Pursuant to Monterey Park Municipal Code (“MPMC”) § 2.56.020(B), the City Council is the Monterey Park Planning Agency for purposes of this Resolution.
- B. The Garvey Avenue Capacity Improvement and Parking Structure Projects (“Projects”) were not previously included within the Capital Improvement Plan (“CIP”) as approved by Resolution No. 2022-R52 on June 21, 2023.
- C. This Resolution amends Resolution No. 2022-R52 to add the Projects to the CIP.
- D. The City reviewed this Resolution’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., “CEQA”), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the “CEQA” Guidelines”), and the City’s Environmental Guidelines.
- E. This Resolution is adopted based upon the entirety of the administrative record including, without limitation, the staff report submitted by the Director of Public Works.

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

- Goal 2.0 of the Circulation Element: Provide a local street system that accommodates current and future traffic volumes;
- Goal 5.0 of the Circulation Element: Create and maintain a connected system of bicycle routes and pedestrian facilities that meets the need of City residents;
- Goal 6.0 of the Circulation Element: Ensure that all development projects provide well-designed parking facilities that are safe, convenient, and attractive;

- Goal 3.0 of the Safety and Community Services Element: Protect public and private properties from geologic hazards associated with steep slopes, unstable hillsides, and liquefaction-prone areas;

SECTION 3: *Design Immunity; City Engineer.* The City Council wishes to obtain the immunities set forth in Government Code § 830.6 regarding the plans and construction of the Projects. Accordingly, in addition to the other projects in the CIP, the City Council authorizes the City Engineer to exercise discretionary approval for plans or designs for the Projects in advance of the construction or improvement as set forth in Resolution No. 2022-R52.

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

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

SECTION 6: *Limitations.* The City Council’s analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council’s lack of knowledge of future events. In all instances, best efforts were made to form accurate assumptions. Somewhat related to this are the limitations on the City’s ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

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

SECTION 8: *Construction.* This Resolution must be broadly construed to achieve the purposes stated in this Resolution. It is the City Council’s intent that the provisions of this Resolution be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 9: *Severability.* If any part of this Resolution or its Application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 10: *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 11: *Recordation.* The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

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

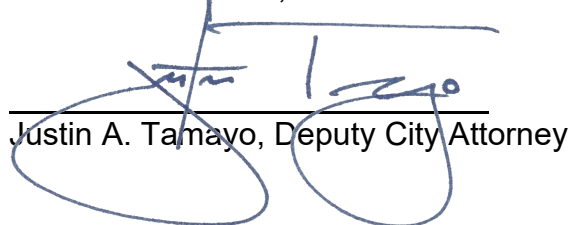
PASSED AND ADOPTED this 17th day of January, 2024.

Jose Sanchez, Mayor

ATTEST:

Maychelle Yee, City Clerk

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



Justin A. Tamayo, Deputy City Attorney

ATTACHMENT 1
City Council Resolution No. 2023-R52

RESOLUTION NO. 2023-R52

A RESOLUTION FINDING THE FY 2023-24 CAPITAL IMPROVEMENT PLAN (“CIP”) CONFORMS WITH THE GENERAL PLAN; AUTHORIZING THE CITY ENGINEER TO APPROVE PLANS AND SPECIFICATIONS FOR CAPITAL IMPROVEMENT PROJECTS; AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SOLICIT BIDS FOR CAPITAL IMPROVEMENT PROJECTS IDENTIFIED IN THE CIP.

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

SECTION 1: Planning Agency. Pursuant to Monterey Park Municipal Code (“MPMC”) § 2.56.020(B), the City Council is the Monterey Park Planning Agency for purposes of this Resolution. In accordance with Government Code § 65401, the Public Works Director prepared and submitted a capital improvement plan (“CIP”) to the Planning Agency as set forth in attached Exhibit “A,” which is incorporated by reference. Government Code § 65103(C) requires the Planning Agency to annually review the City’s CIP to determine whether the CIP is consistent with the Monterey Park General Plan. The City Council finds that the CIP is consistent with the Monterey Park General Plan. Among other things the CIP meets the following goals in the General Plan:

- Goal 2.0 of the Circulation Element: Provide a local street system that accommodates current and future traffic volumes;
- Goal 5.0 of the Circulation Element: Create and maintain a connected system of bicycle routes and pedestrian facilities that meets the need of City residents;
- Goal 6.0 of the Circulation Element: Ensure that all development projects provide well-designed parking facilities that are safe, convenient, and attractive;
- Goal 3.0 of the Safety and Community Services Element: Protect public and private properties from geologic hazards associated with steep slopes, unstable hillsides, and liquefaction-prone areas;
- Goal 13.0 of the Safety and Community Services Element: Provide adequate sewer, water, and drainage systems to meet the needs of City residents and businesses; and
- Goal 4.0 of the Resources Element: Conserve and protect groundwater supply and water resources.

SECTION 2: Design Immunity; City Engineer. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 regarding the plans and construction of the CIP projects. Accordingly, the City Council authorizes the City Engineer to exercise

discretionary approval for plans or designs for each project identified in the CIP in advance of the construction or improvement. Such approval must conform with the following:

- A. The City Engineer must determine that design and plans for the CIP projects are consistent with the City's standards, guidelines, practices, or otherwise comply with applicable law and engineering standards, guidelines, or practices.
- B. Approval must be in writing and be stamped by the City Engineer while exercising his or her discretion in accordance with California law.
- C. The design approval must occur before a solicitation of bids is issued in accordance with this Resolution and before actual construction work construction commences.
- D. The City Engineer is authorized to act on the City's behalf in approving any alterations or modifications of approved design and plans.

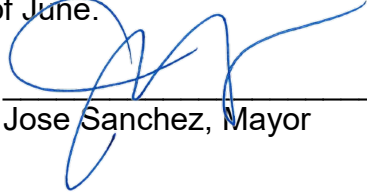
SECTION 3: *Solicitation of Bids; Public Works Director.* For CIP projects exceeding the threshold in MPMC § 3.100.040 for informal bidding (at the time this Resolution was adopted, the threshold is \$200,000 or more), the Public Works Director is authorized to solicit bids for projects identified in the CIP and in the current Budget Resolution without additional City Council authorization. Such solicitation for bids must comply with applicable California law including, without limitation, the Public Contract Code. The Public Works Director is required to bring all recommendations for award to the City Council.

SECTION 4: *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 5: *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.

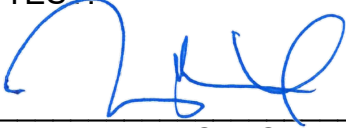
SECTION 6: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 21st day of June.



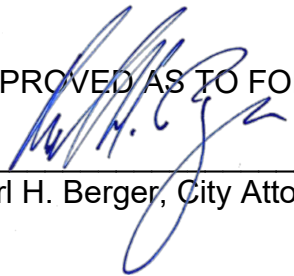
Jose Sanchez, Mayor

ATTEST:



Maychelle Yee, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

State of California)
County of Los Angeles) §.
City of Monterey Park)

I, Maychelle Yee, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 2023-R52 was duly and regularly adopted by the City Council of the City of Monterey Park at a regular meeting held on the 21st day of June, 2023, by the following vote:

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

Dated this 21st day of June, 2023.



Maychelle Yee, City Clerk
Monterey Park, California

EXHIBIT A

Five Year Capital Improvement Program FY 2023-2024 Preliminary Budget

Project	Fund	Project Description	Appropriation Amount	Year To Date Estimated Expenditures	FY 2022-2023 Carryover Balance	New Funding Request FY 2023-2024	Planned FY 2024-2025	Planned FY 2025-2026	Planned FY 2026-2027	Planned FY 2027-2028	Total Project Needs
Enterprise Capital Projects											
86005	411	SEWER MASTER PLAN	\$200,000.00	\$0.00	\$0.00	\$0.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$400,000.00
86005	419	SEWER MASTER PLAN	\$71,177.00	\$0.00	\$49,190.00	\$0.00	\$21,987.00	\$0.00	\$0.00	\$0.00	\$71,177.00
96007	411	SEWER REPAIRS & PIPE RELINING	\$609,235.00	\$450,403.00	\$158,832.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$609,235.00
99009	411	CHANDLER AVENUE PIPELINE REPLACEMENT	\$160,000.00	\$149,773.75	\$10,226.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160,000.00
99010	411	EMERSON AVENUE PIPELINE RELINING	\$245,000.00	\$0.00	\$245,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$245,000.00
99011	411	EMERSON AVENUE PARALLEL PIPELINE	\$615,000.00	\$0.00	\$615,000.00	\$1,015,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,630,000.00
96001	411	N. ATLANTIC SEWER IMPROVEMENT	\$1,940,394.00	\$736,539.15	\$0.00	\$0.00	\$2,236,539.85	\$0.00	\$0.00	\$0.00	\$2,973,079.00
99014	411	CURED-IN PLACE PIPE RELINING- VARIOUS LOCATIONS (GARVEY)	\$887,000.00	\$0.00	\$887,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$887,000.00
99015	411	SPOT REPAIRS AT VARIOUS LOCATIONS	\$1,282,000.00	\$659,268.84	\$622,731.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,282,000.00
99016	411	CCTV FIELD EQUIPMENT UPGRADE	\$71,000.00	\$33,868.85	\$37,131.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$71,000.00
99020	411	SEWER SYSTEM INVENTORY & MAPPING AND STAFF TRAINING	\$0.00	\$0.00	\$0.00	\$0.00	\$156,435.00	\$0.00	\$0.00	\$0.00	\$156,435.00
99021	411	PIPELINE REPLACEMENT - CIPRIANO AND EL PORTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$304,886.00	\$0.00	\$0.00	\$0.00	\$304,886.00
NEW	411	SEWER MANHOLE REHABILITATION	\$0.00	\$0.00	\$0.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$0.00	\$1,200,000.00
NEW	411	SEWER REPAIRS AT VARIOUS LOCATIONS	\$0.00	\$0.00	\$0.00	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$0.00	\$6,000,000.00
Sewer Sub-total			\$6,080,806.00	\$2,029,853.59	\$2,625,110.56	\$2,815,000.00	\$4,719,847.85	\$1,800,000.00	\$1,800,000.00	\$0.00	\$8,789,812.00
86007	401	WATER MASTER PLAN	\$286,809.00	\$104,233.00	\$182,576.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$286,809.00
99012	402	GROUNDWATER TREATMENT SYSTEM	\$105,541.02	\$0.00	\$105,541.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,541.02
99012	403	GROUNDWATER TREATMENT SYSTEM	\$6,837,000.00	\$5,537,807.07	\$1,299,192.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,837,000.00
99005	401	MIRA VALLE WATER PROJECT	\$540,000.00	\$0.00	\$0.00	\$0.00	\$540,000.00	\$0.00	\$0.00	\$0.00	\$540,000.00
99006	401	MPK GOLF COURSE WATER MAIN EXTENSION	\$630,000.00	\$0.00	\$0.00	\$0.00	\$630,000.00	\$0.00	\$0.00	\$0.00	\$630,000.00
99007	401	RUSSELL STREET RESERVOIR	\$1,199,625.00	\$19,992.45	\$0.00	\$0.00	\$2,315,007.55	\$0.00	\$0.00	\$0.00	\$3,514,632.55
96001	401	N. ATLANTIC WATER IMPROVEMENT	\$1,668,753.00	\$10,175.00	\$1,658,578.00	\$0.00	\$345,922.00	\$0.00	\$0.00	\$0.00	\$2,014,675.00
99022	409	PLC UPGRADE	\$387,341.00	\$0.00	\$387,341.00	\$212,659.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600,000.00
99023	409	WATER MAIN REPLACEMENT - NORTHEAST	\$112,491.00	\$13,032.00	\$99,459.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$112,491.00
99023	401	WATER MAIN REPLACEMENT - NORTHEAST	\$2,602,305.00	\$0.00	\$2,602,305.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,602,305.00
99024	401	WATER METER REPLACEMENTS	\$5,000,000.00	\$53,611.56	\$4,946,388.44	\$0.00	\$4,000,000.00	\$0.00	\$0.00	\$0.00	\$9,000,000.00
99025	401	MONTEREY PASS RD WATER MAIN IMPROVEMENTS	\$8,241,000.00	\$1,504,235.90	\$6,736,764.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,241,000.00
NEW	401	WATER MAIN REPLACEMENT - NORTHEAST (PHASE 4)	\$0.00	\$0.00	\$0.00	\$0.00	\$2,400,000.00	\$0.00	\$0.00	\$0.00	\$2,400,000.00
NEW	401	WATER MAIN REPLACEMENT - NORTHEAST (PHASE 5)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,700,000.00	\$0.00	\$0.00	\$2,700,000.00
NEW	401	DE LA FUENTE ST MAINLINE REPLACEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000,000.00	\$0.00	\$0.00	\$6,000,000.00
NEW	401	MONTECHICO DR MAINLINE REPLACEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,300,000.00	\$0.00	\$0.00	\$1,300,000.00
NEW	401	RUSSELL BOOSTER STATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,800,000.00	\$0.00	\$0.00	\$2,800,000.00
NEW	401	BROCKWELL AVE MAINLINE REPLACEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,500,000.00	\$0.00	\$5,500,000.00
NEW	401	REPLACE DELTA SETTLING TANKS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,700,000.00	\$0.00	\$2,700,000.00
NEW	401	EAST GRAVES AVE MAINLINE REPLACEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$670,000.00	\$670,000.00
NEW	401	BRIGHTWOOD BOOSTER STATION REHAB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,900,000.00	\$1,900,000.00
NEW	401	GRAYLOCK AVE MAINLINE REPLACEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000,000.00	\$3,000,000.00
NEW	401	PIPELINE SEISMIC UPGRADE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00	\$200,000.00
NEW	401	DELTA BOOSTER STATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NEW	401	DONCREST ST MAINLINE REPLACEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water Sub-total			\$27,610,865.02	\$7,243,086.98	\$18,018,145.49	\$212,659.00	\$10,230,929.55	\$12,800,000.00	\$8,200,000.00	\$5,770,000.00	\$63,654,453.57
Enterprise Capital Projects Subtotal			\$33,691,671.02	\$9,272,940.57	\$20,643,256.05	\$3,027,659.00	\$14,950,777.40	\$14,600,000.00	\$10,000,000.00	\$5,770,000.00	\$72,444,265.57

**Five Year Capital Improvement Program
FY 2023-2024 Preliminary Budget**

Project	Fund	Project Description	Appropriation Amount	Year To Date Estimated Expenditures	FY 2022-2023 Carryover Balance	New Funding Request FY 2023-2024	Planned FY 2024-2025	Planned FY 2025-2026	Planned FY 2026-2027	Planned FY 2027-2028	Total Project Needs
Street Construction Capital Projects											
96004	239	DOWNTOWN TRAFFIC SIGNAL IMPROV	\$343,744.00	\$239,946.35	\$103,797.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$343,744.00
96004	246	DOWNTOWN TRAFFIC SIGNAL IMPROV	\$932,500.00	\$52,977.63	\$879,522.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$932,500.00
96012	101	POTRERO GRANDE RENOVATION	\$3,588,858.60	\$60,580.00	\$3,528,278.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,588,858.60
96023	239	GARFIELD AVENUE CAPACITY IMPROVEMENT	\$700,000.00	\$212.50	\$699,787.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700,000.00
96024	239	ATLANTIC AVENUE CAPACITY IMPROVEMENT	\$250,000.00	\$212.50	\$249,787.50	\$1,650,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,900,000.00
96025	239	RAMONA ROAD CAPACITY IMPROVEMENT	\$575,000.00	\$2,096.00	\$572,904.00	\$175,000.00	\$1,000,000.00	\$650,000.00	\$0.00	\$0.00	\$2,400,000.00
96026	239	ADAPTIVE TRAFFIC/TRAFFIC RESPONSIVE CONTROL SYSTEM	\$1,750,000.00	\$15,608.50	\$1,734,391.50	\$2,250,000.00	\$5,000,000.00	\$0.00	\$0.00	\$0.00	\$9,000,000.00
96027	601	PAVEMENT MANAGEMENT STUDY	\$94,269.00	\$32,960.00	\$61,309.00	\$0.00	\$90,000.00	\$0.00	\$0.00	\$0.00	\$184,269.00
96028	246	GARFIELD AVE TRAFFIC SIGNAL IMPROVEMENTS	\$537,200.00	\$44,928.35	\$492,271.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$537,200.00
96030	601	SLURRY SEAL - VARIOUS LOCATIONS	\$1,231,004.00	\$805,265.65	\$425,738.35	\$1,032,933.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,263,937.00
96031	601	STREET REHABILITATION -VARIOUS LOCATIONS	\$11,388,652.00	\$1,962,846.90	\$9,425,805.10	\$7,029,985.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,418,637.00
96031	101	STREET REHABILITATION-VARIOUS LOCATIONS	\$35,350.00	\$0.00	\$35,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,350.00
96034	281	SCHOOL AND CROSSWALK SAFETY ENHANCEMENT PROJECT	\$1,354,900.00	\$0.00	\$1,354,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,354,900.00
96034	239	SCHOOL AND CROSSWALK SAFETY ENHANCEMENT PROJECT	\$489,657.00	\$69,398.00	\$420,259.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$489,657.00
96035	239	CESAR CHAVEZ AVE. PAVING PROJECT	\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,000.00
96036	237	STREET REHABILITATION -VARIOUS LOCATIONS (RMRA)	\$1,252,121.00	\$5,889.13	\$1,246,231.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,252,121.00
96038	240	MAT CYCLE 1- POTRERO GRANDE REGIONAL PROJECT	\$108,750.00	\$0.00	\$108,750.00	\$1,646,112.00	\$4,329,753.00	\$281,610.00	\$0.00	\$0.00	\$6,366,225.00
96039	242	SIDEWALK REPAIR PROJECT	\$922,672.00	\$0.00	\$922,672.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$922,672.00
96039	238	SIDEWALK REPAIR PROJECT	\$802,182.00	\$0.00	\$802,182.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$802,182.00
96039	236	SIDEWALK REPAIR PROJECT	\$174,946.00	\$0.00	\$174,946.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$174,946.00
96005	241	TRAFFIC SIGNAL UPGRADES	\$200,000.00	\$0.00	\$0.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00
NEW	246	MONTEREY PASS STREET REHABILITATION	\$0.00	\$0.00	\$0.00	\$1,064,323.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,064,323.00
NEW	242	SLURRY SEAL	\$0.00	\$0.00	\$0.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$2,500,000.00
NEW	237	STREET REHABILITATION - VARIOUS STREETS	\$0.00	\$0.00	\$0.00	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$150,000.00	\$6,150,000.00
NEW	241	SIDEWALK REPAIRS - CITYWIDE	\$0.00	\$0.00	\$0.00	\$179,557.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$899,557.00
NEW	236	SIDEWALK REPAIRS - CITYWIDE	\$0.00	\$0.00	\$0.00	\$70,443.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$350,443.00
NEW	218	SAFE STREETS FPR ALL (S54A)	\$0.00	\$0.00	\$0.00	\$984,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$984,000.00
NEW	239	SAFE STREETS FPR ALL (S54A)	\$0.00	\$0.00	\$0.00	\$246,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$246,000.00
NEW	241	BUS STOP IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600,000.00
NEW		ALLEYS REHABILITATION	\$0.00	\$0.00	\$0.00	\$0.00	\$2,930,000.00	\$2,544,000.00	\$2,671,000.00	\$2,804,000.00	\$10,949,000.00
Street Sub-total			\$26,786,805.60	\$3,292,921.51	\$23,293,884.09	\$19,128,353.00	\$15,599,753.00	\$5,725,610.00	\$4,921,000.00	\$3,704,000.00	\$75,665,521.60
99003	248	EAST LA SUSTAINABLE MEDIAN STORMWATER	\$600,000.00	\$600,000.00	\$0.00	\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200,000.00
96033	248	CATCH BASIN CPS UNITS	\$302,250.00	\$8,068.06	\$294,181.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$302,250.00
NEW	248	STORM DRAIN MASTER PLAN	\$0.00	\$0.00	\$0.00	\$153,233.00					
Drainage Sub-total			\$902,250.00	\$608,068.06	\$294,181.94	\$753,233.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,502,250.00
										\$	-
Street Construction Capital Projects Subtotal			\$27,689,055.60	\$3,900,989.57	\$23,588,066.03	\$19,881,586.00	\$15,599,753.00	\$5,725,610.00	\$4,921,000.00	\$3,704,000.00	\$77,167,771.60

**Five Year Capital Improvement Program
FY 2023-2024 Preliminary Budget**

Project	Fund	Project Description	Appropriation Amount	Year To Date Estimated Expenditures	FY 2022-2023 Carryover Balance	New Funding Request FY 2023-2024	Planned FY 2024-2025	Planned FY 2025-2026	Planned FY 2026-2027	Planned FY 2027-2028	Total Project Needs
Community Capital Improvement Projects											
81401	502	IT EMERGENCY / MASTER PLAN	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00
87001	101	COMPREHENSIVE GENERAL PLAN	\$346,632.27	\$382,570.12	-\$35,937.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$346,632.27
91401	502	NETWORK EQUIPMENT (ERP)	\$1,133,563.16	\$999,933.32	\$133,629.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,133,563.16
93004	363	CITYWIDE CAMERAS	\$1,312,127.00	\$1,302,127.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,312,127.00
93004	401	CITYWIDE CAMERAS	\$238,210.00	\$238,210.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$238,210.00
93004	411	CITYWIDE CAMERAS	\$42,761.00	\$42,761.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,761.00
93004	421	CITYWIDE CAMERAS	\$42,761.00	\$42,761.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,761.00
93004	501	CITYWIDE CAMERAS	\$64,141.00	\$62,940.31	\$1,200.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,141.00
96018	101	DOWNTOWN PARKING LOT IMPROVEMENTS	\$567,153.00	\$0.00	\$567,153.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$567,153.00
96029	363	CITY HALL A/C UNITS REPLACEMENT	\$345,451.00	\$51,045.00	\$294,406.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$345,451.00
95011	231	LIBRARY STORYROOM EXPANSION AND STAINED GLASS	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
95011	363	LIBRARY STORYROOM EXPANSION AND STAINED GLASS	\$120,000.00	\$0.00	\$120,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,000.00
95013	231	BARNES GYM RESTROOMS UPGRADES	\$230,000.00	\$6,333.00	\$223,667.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230,000.00
95014	231	LANGLEY RESTROOMS UPGRADES	\$200,000.00	\$0.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00
95014	362	LANGLEY RESTROOMS UPGRADES	\$545,603.00	\$0.00	\$545,603.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$545,603.00
95016	363	GATE RAMP	\$60,000.00	\$13,497.38	\$46,502.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,000.00
95017	363	EDISON TRAILS PARK PLAYGROUND REPLACEMENT	\$300,000.00	\$63,169.88	\$236,830.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
95018	363	SEQUOIA PARK SMALL PLAYGROUND REPLACEMENT	\$220,000.00	\$0.00	\$220,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$220,000.00
95019	363	GARVEY RANCH PARK BIG PLAYGROUND REPLACEMENT	\$480,000.00	\$0.00	\$480,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480,000.00
95020	363	GARVEY RANCH PARK SMALL PLAYGROUND REPLACEMENT	\$175,000.00	\$0.00	\$175,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175,000.00
95021	363	BELLA VISTA PARK PLAYGROUND REPLACEMENT	\$200,000.00	\$0.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00
95022	363	HIGHLANDS PARK SMALL PLAYGROUND REPLACEMENT	\$175,000.00	\$0.00	\$175,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175,000.00
95023	363	LASER CUT BASEBALL FIELDS	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
95024	363	HIGHLANDS PARK BIG PLAYGROUND REPLACEMENT	\$450,000.00	\$0.00	\$450,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450,000.00
95025	363	DUAL MODEM MDC'S	\$127,528.00	\$97,968.89	\$29,559.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$127,528.00
95026	363	CITY HALL GENERATOR	\$335,000.00	\$1,701.00	\$333,299.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$335,000.00
95027	387	SIERRA VISTA COURTS	\$27,500.00	\$26,043.69	\$1,456.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,500.00
95028	387	BARNES PARK AMPHITHEATER SEATING	\$188,492.00	\$0.00	\$188,492.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$188,492.00
95029	363	REKEYING OF CITY HALL DOORS	\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00
95030	363	DEMOLITION OF TRAINING TOWER	\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00
###	501	PUBLIC SAFETY	\$60,000.00	\$0.00	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,000.00
###	501	PUBLIC WORKS VEHICLE	\$150,000.00	\$0.00	\$150,000.00	\$360,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$510,000.00
###	238	RECREATION AND COMMUNITY SERVICES VEHICLES	\$245,000.00	\$0.00	\$245,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$245,000.00
###	401	PUBLIC WORKS VEHICLE (WATER)	\$70,000.00	\$0.00	\$70,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,000.00
NEW	362	PARK RESTROOM IMPROVEMENTS - BARNES PARK	\$0.00	\$0.00	\$0.00	\$445,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$445,000.00
NEW	362	PARK RESTROOM IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$1,600,000.00
NEW	101	AMBULANCE	\$0.00	\$0.00	\$0.00	\$425,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$425,000.00
NEW	101	ELDER GYM ROOF REPAIR	\$0.00	\$0.00	\$0.00	\$433,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$433,000.00
NEW	101	CITY HALL SKYLIGHTS ATRIUM REPLACEMENT	\$0.00	\$0.00	\$0.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
NEW	101	CITY HALL LROOF REPAIR	\$0.00	\$0.00	\$0.00	\$693,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$693,000.00
NEW	101	GARVEY RANCH PARK MUSEUM ROOF REPAIRS	\$0.00	\$0.00	\$0.00	\$140,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140,000.00
NEW	101	LANGLEY CENTER ROOF	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00
NEW	101	BARNES GYM ROOF	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00
NEW	101	POLICE VEHICLE	\$0.00	\$0.00	\$0.00	\$66,790.65	\$200,000.00	\$0.00	\$0.00	\$0.00	\$266,790.65
Community Capital Improvement Projects Subtotal			\$8,966,379.93	\$3,535,519.09	\$5,430,860.84	\$3,062,790.65	\$600,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$13,829,170.58

**Five Year Capital Improvement Program
FY 2023-2024 Preliminary Budget**

Project	Fund	Project Description	Appropriation Amount	Year To Date Estimated Expenditures	FY 2022-2023 Carryover Balance	New Funding Request FY 2023-2024	Planned FY 2024-2025	Planned FY 2025-2026	Planned FY 2026-2027	Planned FY 2027-2028	Total Project Needs
TOTAL ALL FUNDS											
101	GENERAL FUND		\$4,537,993.87	\$443,150.12	\$4,094,843.75	\$2,257,790.65	\$200,000.00	\$0.00	\$0.00	\$0.00	\$6,995,784.52
218	SS4A		\$0.00	\$0.00	\$0.00	\$984,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$984,000.00
231	PUBLIC/PARKS/LIBRARY DIF		\$460,000.00	\$6,333.00	\$453,667.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$460,000.00
236	TRANSPORTATION DEVELOPMENT ACT 3		\$174,946.00	\$0.00	\$174,946.00	\$70,443.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$525,389.00
237	SB1		\$1,252,121.00	\$5,889.13	\$1,246,231.87	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$150,000.00	\$7,402,121.00
238	PROP A		\$1,047,182.00	\$0.00	\$1,047,182.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,047,182.00
239	MEASURE R		\$4,163,401.00	\$327,473.85	\$3,835,927.15	\$4,321,000.00	\$6,000,000.00	\$650,000.00	\$0.00	\$0.00	\$15,134,401.00
240	Measure M		\$108,750.00	\$0.00	\$108,750.00	\$1,646,112.00	\$4,329,753.00	\$281,610.00	\$0.00	\$0.00	\$6,366,225.00
241	PROP C		\$200,000.00	\$0.00	\$0.00	\$979,557.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$1,699,557.00
242	GAS TAX		\$922,672.00	\$0.00	\$922,672.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$3,422,672.00
246	HIGHWAY SAFETY IMPROV PROGRAM		\$1,469,700.00	\$97,905.98	\$1,371,794.02	\$1,064,323.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,534,023.00
248	MEASURE W		\$902,250.00	\$608,068.06	\$294,181.94	\$753,233.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,502,250.00
362	CDBG		\$545,603.00	\$0.00	\$545,603.00	\$445,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$2,590,603.00
363	ARPA		\$4,530,106.00	\$1,529,509.15	\$3,000,596.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,530,106.00
379	MTA MONTEREY PASS BIKE GRANT		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
387	PER CAPITA 68 GRANT		\$215,992.00	\$26,043.69	\$189,948.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$215,992.00
401	WATER		\$20,476,702.00	\$1,930,457.91	\$16,196,611.54	\$0.00	\$10,230,929.55	\$12,800,000.00	\$8,200,000.00	\$5,770,000.00	\$56,307,631.55
402	WATER TREATMENT		\$105,541.02	\$0.00	\$105,541.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,541.02
403	WATER TREATMENT		\$6,837,000.00	\$5,537,807.07	\$1,299,192.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,837,000.00
409	WATER - DIF		\$499,832.00	\$13,032.00	\$486,800.00	\$212,659.00	\$0.00	\$0.00	\$0.00	\$0.00	\$712,491.00
411	SEWER		\$6,052,390.00	\$2,072,614.59	\$2,575,920.56	\$2,815,000.00	\$4,697,860.85	\$1,800,000.00	\$1,800,000.00	\$0.00	\$15,961,396.00
419	SEWER - DIF		\$71,177.00	\$0.00	\$49,190.00	\$0.00	\$21,987.00	\$0.00	\$0.00	\$0.00	\$71,177.00
421	REFUSE		\$42,761.00	\$42,761.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,761.00
501	SHOP		\$274,141.00	\$62,940.31	\$211,200.69	\$360,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$634,141.00
502	TECHNOLOGY		\$1,388,020.66	\$1,204,390.82	\$183,629.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,388,020.66
601	STREET BONDS		\$12,713,925.00	\$2,801,072.55	\$9,912,852.45	\$8,062,918.00	\$90,000.00	\$0.00	\$0.00	\$0.00	\$20,866,843.00
621	SALES TAX BONDS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	GRANT GRANTS		\$0.00	\$443,150.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ALL FUNDS			\$68,992,206.55	\$17,152,599.35	\$48,307,282.92	\$25,972,035.65	\$28,220,530.40	\$18,181,610.00	\$12,650,000.00	\$7,070,000.00	\$158,337,307.75



City Council Staff Report

DATE: January 17, 2024

AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council
FROM: Maychelle Yee, City Clerk
SUBJECT: Minutes

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the minutes from the special and regular meetings of November 15, 2023; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Maychelle Yee".

Maychelle Yee
City Clerk

Prepared by:

A handwritten signature in blue ink, appearing to read "Ruben Antonio Barbosa".

Ruben Antonio Barbosa
Senior Clerk Typist

Approved By:

A handwritten signature in blue ink, appearing to read "Inez Alvarez".

Inez Alvarez
City Manager

ATTACHMENT(S):

1. Draft Minutes

ATTACHMENT 1

Draft Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
NOVEMBER 15, 2023**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, November 15, 2023, at 6:00 p.m.

CALL TO ORDER:

Mayor Sanchez called the meeting to order at 6:01 p.m.

ROLL CALL:

Interim City Manager Inez Alvarez called the roll:

Council Members Present: Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong,
Yvonne Yiu

Council Members Absent: None

ALSO PRESENT: Interim City Manager Inez Alvarez, City Attorney Karl Berger, Interim Assistant City Manager Diana Garcia, Director of Public Works Shawn Igoe (present for Agenda Item No. 2B – 2), Director of Human Resources and Risk Management Christine Tomikawa (present for Agenda Item No. 2B – 1)

VIRTUALLY PRESENT: None

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

PUBLIC COMMUNICATIONS: None.

[1.] OPEN SESSION

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

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

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

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

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

[2.] CLOSED SESSION

The City Council adjourned to Closed Session at 6:02 p.m.

2-A. PUBLIC EMPLOYEE APPOINTMENT (Pursuant to Government Code Section 54957)

Position: City Manager

This Item was heard after Agenda Item No. 2B.

2-B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Conference with legal counsel pursuant to Government Code Section 54956.9(d)(1): 2 cases

This Item was heard before Agenda Item No. 2A

1. City of Monterey Park and Monterey Park Civilians Association and Service Employees International Union Local 721 Case No. LA-SV-191-M
2. City of Monterey Park v. 3M Company (f/k/a Minnesota Mining and Manufacturing, Co.) et al. (filed July 2, 2021), United States District Court (District of So. Carolina), Case No. 2:21-cv-1990-RMG.

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:30 p.m.

Action Taken: Mayor Sanchez announced the appointment of Inez Alvarez as the new City Manager.

Maychelle Yee
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
REGULAR MEETING
NOVEMBER 15, 2023**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, November 15, 2023, at 6:30 p.m.

CALL TO ORDER:

Mayor Sanchez called the meeting to order at 6:38 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute. Pledge of Allegiance presented by Civic Superstar Aaron Zheng

ROLL CALL:

City Clerk Maychelle Yee called the roll:

Council Members Present: Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong,
Yvonne Yiu

Council Members Absent: None

ALSO PRESENT: City Treasurer Amy Lee, City Manager Inez Alvarez, City Attorney Karl Berger, Interim Assistant City Manager Diana Garcia, Director of Public Works Shawn Igoe, Director of Recreation and Community Services Robert Aguirre, Director of Finance Martha Garcia, Community Development Director Jessica Serrano, Director of Human Resources and Risk Management Christine Tomikawa, Police Chief Scott Wiese, Fire Chief Matt Hallock, Interim City Librarian Kristin Olivarez, Economic Development Manager Joseph Torres, Recreation Manager Christina Alatorre, Finance Manager Laura Borjon, Deputy City Clerk Cindy Trang

VIRTUALLY PRESENT: None.

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

Mayor Sanchez announced the appointment of Inez Alvarez as the new City Manager.

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.

PUBLIC COMMUNICATIONS

- Nidal Oudeh expressed his frustration regarding his public record requests and his interactions with various City departments.
- Randye Kay talked about the conditions at the intersection of Chandler and Hellman Avenues, including details of past accidents and personal anecdotes regarding those conditions. She provided the City with a petition of 984 signatures for local government intervention for specific safety measures at the intersection, including 3-way stop signs and extension of red zones along Hellman Avenue.
- Patricia Mesquite said she is a resident living near the intersection of Chandler Avenue and Hellman Avenue and spoke about the traffic conditions at the intersection. She voiced her experiences witnessing various automobile accidents.

1. PRESENTATION

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

1-A. MONTEREY PARK COMMUNITY HEALING FUND UPDATES

This Item was heard after Agenda Item No. 5B

City Treasurer Lee presented an update on the Monterey Park Community Healing Fund which included the distribution of 37 checks for \$3,000 each to members of the community affected by the mass casualty incident. Treasurer Lee talked about a new training offered to the community on January 18, 2024 at 6:00 p.m. in the City Hall Council Chamber called the Gun Violence Restraining Order Training, which will include a Judge, City Attorney, and Los Angeles County Counsel to help educate the community about restraining orders and red flag laws. Treasurer Lee also took questions and comments from City Council.

STAFF COMMUNICATIONS

This item was heard after Agenda Item No. 6B

- Fire Department: Fire Engineer David Goetz talked about the Community Preparedness Clinic at Sequoia Park on December 16, which will include information on emergency supplies, utility shut offs, exit drills, the Community Emergency Response Team ("CERT") program and Cooking Safety during the holiday season which includes a turkey deep frying, additional informational can be found on the Quick Response ("QR") code located on the City website.
- Police Department: Police Chief Wiese talked about the recently restarted Neighborhood Watch program and encouraged the community to participate. Chief Wiese talked about the Neighborhood Engagement Team ("NET") and their efforts to engage and assist homeless individuals in the City. Chief Wiese introduced new

Police Officer Cata Chiv and Dispatcher Jessica Rodriguez and took questions and comments from the City Council regarding homeless outreach and neighborhood watch.

2. OLD BUSINESS

2-A. AUTHORIZATION TO ISSUE LEGISLATIVE SUBPOENAS REGARDING THE POTENTIAL REVOCATION OF CONDITIONAL USE PERMIT NO. CU-89-004 (AS AMENDED AND MODIFIED) HELD BY ATLANTIC SQUARE, LLC (CONTINUED FROM NOVEMBER 1, 2023)

On November 1, 2023, the City Council considered whether to issue legislative subpoenas to gather information to determine whether the City should consider taking action to revoke CUP No. CU-89-004 which, as amended and modified, regulates land uses at 2000-2290 South Atlantic Boulevard. A copy of the staff report for that item is attached as Exhibit "1" (in its entirety).

After discussion, the City Council postponed the matter to this meeting. In doing so, the Council invited the property owner to contact the City Attorney with a plan to file an application to revitalize the South Atlantic Boulevard. At the time this Agenda was posted, the City Attorney's office was not provided with any plan from the property owner.

This item was heard after Agenda Item No. 4A

Public Speakers:

- Maychelle Yee, a resident, expressed her desire for both sides to take a step back from legal action.
- Tom Kuehl, Senior Vice-President for Terramar Retail Center ("TRC"), provided the City with an informational packet and talked about how their company handle vacancies and their long-term reevaluation plan and the obstacles they have encountered from the City.
- Tim Pettit, Senior Vice-President, and Chief Financial Officer for TRC, talked about the efforts TRC has made toward resolution of the ongoing situation and expressed his frustration at the City's position on the issue.
- City Clerk Yee received, filed, and read a written communication submitted by Byron de Arakal, Consulting Director Entitlement Planning and Special Projects for TRC, which included his concerns that information in the staff report was incomplete, documentation which shows TRC did submit plans to the City, and stated he hopes for a productive relationship with the City.

Discussion: A supplemental staff report was submitted prior to the City Council meeting which detailed a letter and proposed site plan TRC attempted to deliver to the City in response to this issue. Community Development Director Serrano clarified the question regarding those plans being received and whether they were previously submitted, and City Attorney Berger added that those plans did not satisfy the City's request for substantive plans or municipal code requirements. Representatives of TRC were asked to clarify the submission of these site plans and where they are positioned now.

Recommendation: It is recommended that the City Council consider (1) Adopting a Resolution authorizing the Mayor and City Clerk to issue legislative subpoenas for testimony and records related to the potential revocation of CUP No. CU-89-004 (as amended) that was originally approved via Resolution No. 9356, adopted August 29, 1989 (and subsequently modified/amended); and (2) Taking such additional, related action that may be desirable.

Action Taken: Council Member Ngo declared a potential conflict of interest related to his employer, Bank of America, who has business relations with the developer, left the dais and did not participate in discussion. By consensus, the City Council continued this item to the January 17, 2024 City Council meeting.

EXTENSION OF COUNCIL MEETING

Action Taken: The City Council extended the council meeting to 11:30 p.m.

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

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

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

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

This item was heard after Agenda Item No. 1A

Action Taken: The City Council approved and adopted Agenda Item Nos. 3A – 3L on Consent Calendar, excluding Item Nos. 3E, 3F, and 3J which were pulled for discussion, separate motion, reading resolutions and ordinances by the title

only and waiving further reading thereof. Agenda Item No. 3I was previously heard. Council Member Ngo declared a Conflict of Interest for Item No. 3I as he is on the Chinatown Service Center Board of Directors and left the dais and did not participate in discussion.

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

Ayes:	Council Members:	Lo, Yiu, Ngo, Wong, Sanchez
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	Ngo (Agenda Item No. 3-I)

3-A. MINUTES

Approving the minutes from the regular meeting of September 6, 2023 and the special meetings of September 6, 2023 and September 26, 2023.

Action Taken: The City Council approved the minutes from the regular meeting of September 6, 2023 and the special meetings of September 6, 2023 and September 26, 2023, on Consent Calendar

3-B. AMENDING RECORDS RETENTION SCHEDULE

At its November 2, 2011 meeting, the City Council adopted Resolution No. 11443, approving a Records Retention Schedule for City documents. Thereafter, every odd numbered year staff reviews the retention schedule for purposes of practicability and applicable law.

Action Taken: The City Council adopted Resolution No. 2023-R90 amending the City's records retention schedule for City documents, on Consent Calendar

Resolution No. 2023-R90

A RESOLUTION AMENDING THE CITY'S RECORDS RETENTION SCHEDULE FOR CITY DOCUMENTS

3-C. MONTHLY INVESTMENT REPORT – OCTOBER 2023

As of October 31, 2023, invested funds for the City of Monterey Park total \$64,079,482.93.

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

3-D. RESOLUTION ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JULY 1, 2024 – JUNE 30, 2025

Existing law requires the Monterey Park Successor Agency (SA) to formulate recognized Obligation Payment Schedules (ROPS) under which the SA makes payments for eligible obligations of the former Redevelopment Agency. The ROPS are considered by the Successor Agency Board, proposed to the Oversight Board (OB) and, if approved by the OB, provided to the California Department of Finance for review.

The ROPS is required to be prepared for an entire 12 months. Staff requests that the City Council, acting on behalf of the SA for the former Monterey Park Redevelopment Agency, consider and adopt the ROPS 24-25 A&B and the related administrative budget for the period covering July 1, 2024 – June 30, 2025.

Action Taken: The City Council (1) adopted Resolution SA-188 approving the Recognized Obligation Payment Schedule (ROPS 24-25 A&B) for the period between July 1, 2024 – June 30, 2025; (2) approved the Successor Agency Administrative Budget for July 1, 2024 – June 30, 2025; and (3) directed staff to post and transmit the ROPS and Administrative Budget to the appropriate public agencies, on Consent Calendar.

Resolution No. SA-188

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY ADOPTING RECOGNIZED OBLIGATION PAYMENT SCHEDULES PURSUANT TO HEALTH AND SAFETY CODE § 34177

3-E. CONSIDERATION OF ADOPTION OF A RESOLUTION TO AUTHORIZE OPEN MARKET BOND REPURCHASE OF A PORTION OF THE CITY OF MONTEREY PARK OUTSTANDING TAXABLE PENSION OBLIGATION BONDS, SERIES 2021

On February 16, 2021, the City of Monterey Park issued Taxable Pension Obligation Bonds, Series 2021 (2021 POBS) in the amount of \$106,335,000. The proceeds were used to pay the City's unfunded accrued liability (UAL), with respect to certain pension benefits of designated City employees, to the California Public Employees' Retirement System (CalPers). The City is required to make principal and interest payments each year on the outstanding 2021 POBS. The significant increase in interest rates since the issuance of the 2021 POBs has decreased the price of bonds in the secondary market. If current bondholders are willing to sell bonds back to the City at a discount, the City could generate debt service savings with the repurchase of 2021 POBS.

As of June 30, 2023, Pension Fund 202 has a fund balance of \$4.4 million. The Finance Director recommends allocation a maximum of \$4 million of Pension Fund

202 funds to repurchase a portion of the 2021 POBS on the open market. However, there is no assurance that investors will agree to sell their bonds back to the City. If no current bondholders are willing to sell the 2021 POBS at the prices the City is prepared to offer for repurchase, the City would still have to pay any non-contingent consultant fees. Additionally, there are alternative uses for the \$4 million that the City may wish to consider.

Public Speaker;

- Michael Mejia, Managing Director for Ramirez and Company presented background and details regarding the sale and repurchase of the Pension Obligation Bonds and took questions from the City Council.
- Wing-See Fox, Managing Director, Urban Futures, virtually present, spoke about long range investment forecasts versus the repurchase of bonds.
- Vanessa Legbandt, Bond Counselor at Stradling Law's Public Law section was virtually present to take questions.
- Michael Busch, Chief Strategy Officer, Urban Futures was virtually present to take questions.

Discussion: Finance Director Garcia presented a PowerPoint presentation which provided background information on the proposed resolution and spoke with the City Council about the financial ramifications of both options to repurchase the bonds or any of the alternative uses for the fund balance.

Action Taken: The City Council adopted Resolution No. 2023-R92, adopted the Resolution of the City Council of The City of Monterey Park (a) authorized the Open Market Bond Repurchase of a portion of its Outstanding Taxable Pension Obligation Bonds, Series 2021; (b) approved a Repurchase Agent and authorized the City Manager to execute an agreement, in a form approved by the City Attorney, with Samuel A. Ramirez & Co., Inc.; and (c) and authorized certain additional actions in connection therewith, as amended to delegate the authority decision to the City Treasury Committee/Investment Policy Team and to report back to the City Council on the potential savings.

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

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

Resolution No. 2023-R92

A RESOLUTION AUTHORIZING THE OPEN MARKET BOND REPURCHASE OF A PORTION OF ITS OUTSTANDING TAXABLE PENSION OBLIGATION BONDS, SERIES 2021, APPROVING SAMUEL A. RAMIREZ & CO., INC. AS ITS REPURCHASE AGENT AND AUTHORIZING CERTAIN ADDITIONAL ACTIONS

3-F. CONSIDERATION OF ADOPTION OF A RESOLUTION DIRECTING THE INTERIM CITY MANAGER TO TAKE ACTIONS NECESSARY TO FINANCE WATER FACILITIES AND IMPROVEMENTS TO THE WATER SYSTEM

The City has set a Public Hearing to consider rate adjustments to the Water System on December 6, 2023, and the City has already mailed the Proposition 218 notice with proposed water rate increases of 32%, 8%, 8%, 7%, and 8% starting in Fiscal Year 2023-24 through Fiscal Year 2027-28, respectively. However, issuing bonds to finance a portion of the needed improvements to the Water System would lower the cumulative rate increases from Fiscal Year 2023-24 through Fiscal Year 2027-28 and allow the City to accelerate much needed projects, including replacement of water meters.

Public Speaker:

- Rick Simonson, Vice-President at HF & H Consultants, virtually present, spoke with the City Council about the current rate increase proposition and the proposed \$20 million bond needed for water improvements that are high priority and that could be implemented within the next 3 years.
- Michael Mejia, Managing Director for Ramirez and Company spoke about the effects of the interest rate on the proposed bond.
- Wing-See Fox, Managing Director, Urban Futures, was virtually present to take questions.
- Vanessa Legbandt, Bond Counselor at Stradling Law's Public Law section was virtually present to take questions.
- Michael Busch, Chief Strategy Officer, Urban Futures was virtually present to take questions.

Discussion: Finance Director Garcia presented a PowerPoint presentation which provided background information on the proposed resolution and the needed infrastructure projects that would be prioritized through the funding. Finance Director Garcia introduced Public Works Director Igoe who added details regarding the needed infrastructure improvements and the need for the bond.

Action Taken: The City Council adopted Resolution No. 2023-R93 directing the City Manager to take actions necessary to finance water facilities and improvements to the water system.

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

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

Resolution No. 2023-R93

RESOLUTION DIRECTING THE CITY MANAGER AND MUNICIPAL FINANCE PROFESSIONALS TO PREPARE NECESSARY DOCUMENTATION FOR BONDS TO FINANCE WATER FACILITIES AND IMPROVEMENTS TO THE WATER SYSTEM

RECESSED AND RECONVENED

The City Council recessed at 9:34 p.m. and reconvened with all council members present at 9:46 p.m.

3-G. APPROVE REVISED FY2023-2024 CITY OF MONTEREY PARK COMPREHENSIVE SALARY SCHEDULE

California law requires the City to approve a comprehensive salary schedule listing all full-time and part-time employee classifications with associated salary ranges in one document. The City Council's approval of various memoranda of understanding ("MOUs") with bargaining units in the City means new salary ranges were approved for employees and the City Council is being asked to approve a revised comprehensive salary schedule to reflect those changes.

Action Taken: The City Council adopted Resolution 2023-R91 approving a revised City of Monterey Park Comprehensive Salary Schedule, on Consent Calendar.

Resolution 2023-R91

A RESOLUTION APPROVING THE REVISED SALARY RANGES FOR CITY EMPLOYEES AND AUTHORIZING THE INTERIM CITY MANAGER TO IMPLEMENT SUCH CHANGES IN THE CITY'S SALARY SCHEDULE

3-H. SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT OPPORTUNITY FOR WATER LEADERSHIP (OWL) GRANT FISCAL YEAR 2023/24

The Library was notified of a \$3,000 award from the San Gabriel Valley Municipal Water District. Grant funds will be used to purchase books and media for the Library to educate patrons about water conservation. Funding will also be used to host a family-friendly event celebrating Earth Day and provide activities promoting water-wise solutions for residents of all ages.

Action Taken: The City Council accepted \$3,000 in San Gabriel Valley Municipal Water District grant funding to purchase items for the Bruggemeyer library collection and host a family-friendly event and augmented the FY 2023-2024 to allocate the \$3,000 in grant funds, on Consent Calendar.

3-I. AUTHORIZE THE INTERIM CITY MANAGER TO EXTEND THE LICENSE AGREEMENT WITH CHINATOWN SERVICE CENTER FOR USE OF THE SIERRA VISTA COMMUNITY CENTER AS THE TEMPORARY SITE OF THE MPK HOPE RESILIENCY CENTER

At the June 21, 2023 City Council meeting, City Council authorized the City Manager to enter into a license agreement with Chinatown Service Center to utilize Sierra Vista Community Center as a temporary location for the MPK Hope Resiliency Center through December 31, 2023.

Chinatown Service Center is seeking a location for a permanent Community Resiliency Center and needs additional time at the temporary site during their search. While their search for a permanent location continues, the City would like to extend the license agreement with Chinatown Service Center for an additional six months to provide mental health and wellness services to those impacted by the 2023 Monterey Park tragedy.

Staff is recommending City Council authorize the City Manager, or designee, to extend the term of the license agreement through June 30, 2024, in a form approved by the City Attorney, to use the Sierra Vista Community Center as a temporary Community Resiliency Center.

This item was heard after Staff Communications

Public Speaker:

- Peter Ng, Chief Executive Officer (CEO) of Chinatown Service Center started by congratulating newly appointed City Manager Alvarez and spoke about the success of the Monterey Park Hope Resiliency Center since opening. CEO Ng talked about their search for a more permanent location.

Action Taken: Council Member Ngo declared a potential conflict of interest, as he serves on the Chinatown Service Center Board of Directors and left the dais and did not participate in discussion on this item. The City Council authorized the City Manager, or designee, to extend the license agreement, in a form approved by the

City Attorney with Chinatown Service Center for use of the Sierra Vista Community Center as the temporary MPK Hope Resiliency Center.

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

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

3-J. AUTHORIZE THE INTERIM CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH CARNIVAL MIDWAY ATTRACTIONS TO PROVIDE AMUSEMENT RIDES, GAMES, AND CONCESSIONS AT THE ANNUAL HAPPY BIRTHDAY MONTEREY PARK, PLAY DAYS CARNIVAL

This Item was heard after meeting reconvened.

The City of Monterey Park traditionally celebrates its “birthday” each May with a four-day celebration in Barnes Park, “Happy Birthday Monterey Park, Play Days.” As part of the festivities, the City contracts with an amusement contractor to provide rides, game booths, and concessions at Barnes Park. In addition to the carnival, the four-day event includes live entertainment and food trucks.

Agreement No. 1925-A between the City of Monterey Park and Carnival Midway Attractions allowed services at the annual Happy Birthday Monterey Park Play Days carnival from 2018-2023. City staff has met with Carnival Midway Attractions and would like to extend the license agreement for a five-year term.

The annual Happy Birthday Monterey Park Play Days celebration is fully funded by revenue generated at the Play Days carnival.

Action Taken: The City Council authorized the City Manager, or designee, to execute a license agreement, in a form approved by the City Attorney with Carnival Midway Attractions to provide amusement rides, games, and concessions at the annual Happy Birthday Monterey Park Play Days carnival.

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

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

3-K. CONSIDERATION AND APPROVAL OF AN INTERAGENCY MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEREY PARK AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AS THE ADMINISTRATOR OF THE REGIONAL INTEGRATION OF INTELLIGENT TRANSPORTATION SYSTEMS

The proposed MOU is an agreement between the City of Monterey Park and LACMTA and it expresses the City's legal commitment to support LACMTA's vision to improve mobility throughout its public transit network, which includes the City of Monterey Park. Execution of this MOU grants the City membership in the Configuration Management Committee that oversees RIITS. In 2010, the City approved an MOU with LACMTA, granting it the permission to modify the City's traffic control equipment – such as Traffic signals – at identified intersections to give priority to LACMTA buses and improve bus service for residents.

CEQA (California Environmental Quality Act):

The proposed action is exempt from the requirements of the California Environmental Quality Act (Pub. Res. Code §§ 21000, *et seq.*: "CEQA") and CEQA Guidelines (Cal. Code Regs. Title 14, §§ 15000, *et seq.*) in accordance with CEQA Guidelines § 15305 (Class 5 – Minor Alterations in Land Use Limitations). The project involves a negligible expansion of use; there is only a minor change in the operation of an existing use. The project would not result in significant effects related to traffic, noise, air quality, or water quality and it can be adequately served by all required utilities and public services.

Action Taken: The City Council authorized the City Manager to execute a Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA), in a form approved by the City Attorney, for the Regional Integration of Intelligent Transportation System (RIITS), on Consent Calendar.

3-L. 2023 RESIDENTIAL STREET REHABILITATION – AWARD OF PUBLIC WORKS CONTRACT TO ALL AMERICAN ASPHALT

Per Resolution No. 2023-R52, the Public Works Director solicited bids for the 2023 Residential Street Rehabilitation project, Capital Improvement Project No. 96042. The public bid opening for the 2023 Residential Street Rehabilitation Project was held on November 1, 2023. Five bids were received: All American Asphalt, Hardy & Harper Inc., Onyx Paving Company, Vance Corporation, and Palp, Inc., dba Excel Paving Co. Staff recommends that the City Council authorize the City Manager to execute a Public Works contract with All American Asphalt, the lowest responsible bidder for the 2023 Residential Street Rehabilitation Project in the amount of \$1,200,000, plus 15% contingency.

CEQA (California Environmental Quality Act):

It is recommended that the City Council find that the proposed work is exempt from additional environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines (14 Cal. Code of Regs. § 15000, *et seq.*) § 15301(c) (Existing Facilities) which exempts the operation, repair, maintenance, alteration of existing public or private structures which involve negligible or no expansion of existing or former use. Subsection (c) of Section 15301 notes that repair of existing highways and streets, sidewalks, gutters, and bicycle and pedestrian trails—like the proposed work—are exempt from CEQA if additional automobile lanes are not created.

Action Taken: The City Council authorized the City Manager to execute a public works contract, in a form approved by the City Attorney, with All American Asphalt in the contract amount of \$1,200,000 for the 2023 Residential Street Rehabilitation Project and authorized the Director of Public Works to approve change orders and contingency up to \$180,000, or 15% of the contract amount, on Consent Calendar.

4. PUBLIC HEARING:

4-A. PUBLIC HEARING TO APPROVE THE 2023 ANNUAL REPORT AND THE LEVY OF ASSESSMENTS FOR DOWNTOWN BUSINESS IMPROVEMENT DISTRICT NO. 1 FOR PROGRAM YEAR 2024

At its October 18, 2023 meeting, the City Council received an annual report on Business Improvement District No. 1 (BID) and set November 15, 2023 as the date for a public hearing regarding the levying of an assessment on business within the BID. BID assessment revenues will fund beautification, promotional activities, and special events to benefit participating Downtown BID businesses.

This hearing was noticed in the Monterey Park Press newspaper and every business in the BID was sent a hearing notice in Chinese, English, and Spanish. At the conclusion of this public hearing, the Council can choose to adopt the resolution confirming the levy of assessments for the BID or adjust as needed. The proposed assessment is identical to the assessment on BID businesses for program year 2023.

Action Taken: The City Council opened the public hearing at 9:52 p.m. to receive testimonial and documentary evidence, and with no registered speakers, closed the public hearing at 9:59 p.m. adopted Resolution No. 2023-R94 confirming the 2023 Annual Report and the levy of assessments for Downtown Business Improvement District No. 1 for program year 2024.

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

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

Resolution 2023-R94

A RESOLUTION LEVYING ASSESSMENTS FOR BUSINESS IMPROVEMENT DISTRICT NO. 1 FOR PROGRAM YEAR 2024 IN ACCORDANCE WITH GOVERNMENT CODE § 36624.

5. NEW BUSINESS

5-A. PROVIDE AN UPDATE AND RECOMMENDATIONS REGARDING THE MONTEREY PARK REWARDS PROGRAM

Staff anticipates that the existing \$60,000 budget allocation for the MPK Rewards program app will be fully expended before the end of the calendar year, December 2023. Should the City Council wish to continue with a shop local reward app through June 30, 2024, an additional \$60,000 budget appropriation will be required. Due to the MPK rewards app's high operating costs and limitations on translating the smartphone-based application to Chinese and Spanish, the Economic Development staff researched other platforms, allowing the City to provide a customer rewards program for local businesses. The City Council may consider appropriating additional funds to transition to a more cost-effective and translatable alternative with Bludot's Open Rewards app.

Staff asks that the City Council provide direction to staff regarding a shop local program. Option One, this report compares the two shop-local programs: MPK Rewards and Open Rewards, and involves discontinuing MPK Rewards entirely by December 31, 2023, and transitioning to the Open Rewards app. Option two involves discontinuing MPK Rewards entirely by December 31, 2023, and directing staff to work through the Economic Development Strategic Plan process to identify and recommend strategies and potential programs to support local businesses.

This Item was heard after Agenda Item No. 3I

Public Speaker:

- Sophia Zheng, President of Bludot Technologies, who was virtually present, for questions and discussion.

Action Taken: The City Council discussed several options regarding the continued use of a shop local rewards program and provided staff direction to approve option no. 2: Discontinuing the MPK Rewards program entirely by December 31, 2023, or the soonest possible date thereafter; appropriating \$30,000 from the general fund to the FY 2023-2024 budget to fund potential final user redemptions for the MPK Rewards program; and using the results of the Economic Development Strategic Plan to determine what programs and initiatives will best serve our local business community. If MPK Rewards is terminated entirely by December 2023, staff recommends appropriating \$30,000 from the General Fund to the FY 2023-2024 budget to fund potential redemptions of all remaining points in the MPK Rewards user accounts and waiting until the completion of the Economic Development Strategic Plan in the next six to nine months to determine what programs and initiatives will best serve our local business community.

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

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

5-B. AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE (“MPMC”) REGULATING PERMIT PARKING

An ordinance amending the Monterey Park Municipal Code (“MPMC”) by adding a new chapter entitled "Chapter 10.68: PARKING PERMITS" to regulate the establishment of preferential parking districts and procedures for the issuance of permits.

In November of 2004 the City adopted a policy which provides a process for residents to petition the City to establish a permit parking area, and the criteria for considering residential parking districts. Upon recent review of the policy, it is recommended that existing procedures be superseded to review permit parking requests in a more efficient and expedited process and codified in the MPMC.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the Project under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the “CEQA Guidelines”). CEQA Guidelines §§ 15060(c)(2), 15061(b)(3), and 15378 exempt activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, activities where there is possibility that it may have a significant effect on the environment, and activities that do not constitute a “project” as defined, respectively. This Ordinance is for general

policies and procedure-making. Any request for preferential parking districts pursuant to this ordinance will be evaluated separately under the CEQA Guidelines. Accordingly, this Ordinance is exempt from further review.

Action Taken: The City Council introduced and waived first reading of the Ordinance adding Chapter 10.68 to the Monterey Park Municipal Code ("MPMC") regulating preferential parking permit districts and scheduled a second reading and adoption for December 6, 2023, as amended to implement a City policy regarding permit parking to allow the City's Traffic Commission to consider permit parking when timing is feasible but allowing the bypass of the Traffic Commission and for City Council to take action to expedite the approval process.

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

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

Ordinance 1st Reading:

AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE ("MPMC") BY ADDING CHAPTER 10.68 ENTITLED "PREFERENTIAL PARKING PERMITS"

6. CITY COMMUNICATIONS (CITY COUNCIL)

6-A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING THE MONTH OF NOVEMBER 2023 FAMILY COURT AWARENESS MONTH (Requested by Mayor Sanchez)

This Item was heard after Public Communication

Public Speakers:

- Sandy Ross, a member of California Protective Parents Association and a survivor of domestic violence, spoke virtually on behalf of victims of domestic violence and her efforts to raise awareness about the Family Court system.

Action Taken: The City Council adopted Resolution No. 2023-R88 declaring the month of November 2023 Family Court Awareness month

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

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

Resolution No. 2023-R88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING THE MONTH OF NOVEMBER 2023 FAMILY COURT AWARENESS MONTH

6-B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING THE MONTH OF NOVEMBER 2023 NATIONAL HOMELESS YOUTH AWARENESS MONTH (Requested by Mayor Sanchez)

Action Taken: The City Council adopted Resolution No. 2023-R89 declaring the month of November 2023 National Homeless Youth Awareness month

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

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

Resolution No. 2023-R89:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING THE MONTH OF NOVEMBER 2023 NATIONAL HOMELESS YOUTH AWARENESS MONTH

CITY COUNCIL COMMUNICATIONS

Council Member Lo spoke about joining other Council Members and first responders being honored by the Young Women's Christian Association ("YWCA") on November 10 and congratulated the Garvey Education Foundation on their Fundraising Gala on November 8. Council Member Lo thanked Mayor Pro Tem Wong and City Treasurer Lee for attending the San Gabriel Valley Economic Partnership Awards Gala on November 4.

Council Member Yiu congratulated the newly appointed City Manager Alvarez and pledged the support of the entire City Council.

Council Member Ngo talked about attending the U.S. General Chamber of Commerce for Hong Kong, Macau, and Guangdong 1st Anniversary Celebration Dinner on November 5, the Garvey Educational Foundation Gala on November 8, and the Chinese American Museum Gala on November 9. Council Member Ngo spoke about attending the Veterans Day Commemoration at the American Legion Hall and the pickleball tournament at Barnes Park on November 11. Council Member Ngo said he participated in the groundbreaking for the Chinatown Service Center Regional Health Center in Alhambra on November 13 and the Ynez Elementary School Literacy Program earlier in the evening. Finally, Council Member Ngo congratulated newly appointed City Manager Alvarez.

Mayor Pro Tem Wong talked about attending many of the same events with the other Council Members. He highlighted his attendance along with City Treasurer Lee at the San Gabriel Valley Economic Partnership Gala on November 4. Mayor Pro Tem Wong spoke about attending the Small Business Administration (SBA) Roundtable with Mayor Sanchez and the Deputy Administrator for Disaster Response regarding the efforts to assist small businesses in the wake of the mass casualty event. Mayor Pro Tem Wong said he attended the Federal Government's public hearing on the San Gabriel Mountains National Monument's potential expansion on November 7 and the Veterans Day Commemoration at the American Legion Hall on November 11.

Mayor Sanchez mentioned he attended many of the same events as the other Council Members and wished to highlight his meeting with city staff and East Los Angeles College (ELAC) on November 2 to start creating a relationship with ELAC for professional development of city staff, an extension campus in the City, and affordable housing around the campus. Mayor Sanchez said he attended the Junior Friendsgiving at the Bruggemeyer Library, the SBA roundtable with Mayor Pro Tem Wong in an effort to reach out to businesses that need assistance. Mayor Sanchez spoke about meeting with Los Angeles Unified School District (LAUSD) school board members regarding Robert Hill Lane Elementary School and how to improve communication with school staff. He also said he attended the Veterans Day event at the American Legion Hall and a breakfast meeting with various area Mayors and the Assistant Secretary of the Army on how to encourage local participation on November 11. Mayor Sanchez read a letter he received from Anthony Rodriguez, whose father, Seferino Rodriguez, was recognized at the Veterans Day Commemoration thanking Mayor Sanchez for his presentation. Mayor Sanchez congratulated City Manager Alvarez on her appointment, to which she thanked the Mayor, City Council, city staff and the community.

7. FUTURE AGENDA ITEMS

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

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 11:27 p.m.

Maychelle Yee
City Clerk



City Council Staff Report

DATE: January 17, 2024

AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council
FROM: Amy Lee, City Treasurer
SUBJECT: Monthly Investment Report – December 2023

RECOMMENDATION:

It is recommended that the City Council consider:

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

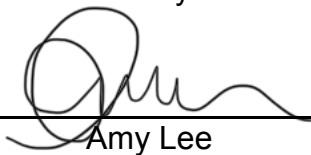
EXECUTIVE SUMMARY:

As of December 31, 2023, invested funds for the City of Monterey Park total \$57,582,853.44.

BACKGROUND:

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

Respectfully submitted by:



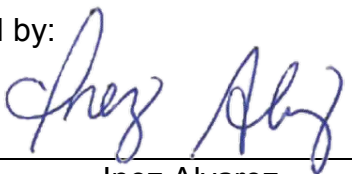
Amy Lee
City Treasurer

Prepared by:



Martha Garcia
Finance Director

Approved by:



Inez Alvarez
Interim City Manager

ATTACHMENT:

1. Monthly Investment Report

ATTACHMENT 1

Monthly Investment Report

**CITY OF MONTEREY PARK
INVESTMENT REPORT
DECEMBER 31, 2023**

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 11/30/2023

\$ 57,582,853.44

INVESTMENT COMPOSITION

(1) <u>LA COUNTY POOLED INVESTMENT FUND</u> (See Schedule A for LA County Pool Composition)	ON DEMAND	4.020%	<u>\$ 44,589,749.85</u>

(2) <u>LOCAL AGENCY INVESTMENT FUND</u>	ON DEMAND	3.670%	<u>\$ 5,148,103.59</u>

(3) <u>CERTIFICATES OF DEPOSIT</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	
1 SALLIE MAE BANK	08/11/21	08/12/24	0.70%	245,000
2 TOYOTA FINANCIAL SAVINGS BANK	09/16/21	09/16/24	0.65%	245,000
3 SYNCHRONY BANK	09/17/21	09/17/24	0.65%	245,000
4 UBS BANK USA	09/22/21	09/23/24	0.65%	245,000
5 STATE BANK OF INDIA	10/18/21	10/18/24	0.70%	245,000
6 MEDALLION BANK UTAH	01/28/22	01/28/25	1.25%	245,000
7 PENTAGON FEDERAL UNION	01/31/22	01/31/25	1.25%	245,000
8 BEAL BANK	02/02/22	01/29/25	1.15%	245,000
9 VALLIANCE BANK	03/18/22	03/18/25	1.40%	245,000
10 STATE BANK OF TEXAS	03/25/22	03/25/25	1.45%	245,000
11 FIRST FED SAVINGS & LOAN	03/30/22	03/31/25	2.00%	245,000
12 LAFAYETTE FEDERAL CREDIT UNION	03/30/22	03/31/25	2.20%	245,000
13 ALLY BANK	03/31/22	03/28/24	1.95%	245,000
14 COMENITY CAPITAL BANK	04/14/22	04/14/25	2.55%	245,000
15 AMERICU CREDIT UNION	04/21/22	04/21/25	2.30%	245,000
16 BALBOA THRIFT & LOAN	04/29/22	04/29/25	2.00%	245,000
17 CONNEXUS CREDIT UNION	05/26/22	05/28/24	2.65%	245,000
18 METRO CREDIT UNION	07/13/22	07/12/24	3.20%	245,000
19 FIRST TECHNOLOGY CREDIT UNION	08/05/22	08/05/24	3.25%	245,000
20 AUSTIN TELCO FEDERAL CREDIT UNION	12/16/22	12/16/24	5.00%	245,000
21 GREENWOOD MUNICIPAL FED CREDIT UNIK	01/27/23	01/27/25	4.80%	245,000
22 RAIZ CREDIT UNION	01/27/23	01/27/25	4.75%	245,000
23 WORKERS	01/27/23	01/27/25	4.70%	245,000
24 MANUF & TRADERS TRUST CO	01/31/23	01/31/26	4.25%	245,000
25 ALPINE BANK	01/31/23	01/31/25	4.55%	245,000
26 TECHNOLOGY FCU	02/10/23	02/24/25	5.00%	245,000
27 RED CROWN FCU	02/14/23	02/21/25	4.85%	245,000
28 UFIRST FEDERAL CREDIT UNION	02/15/23	02/25/25	4.85%	245,000
29 SEA COMM FEDERAL CREDIT UNION	02/23/23	03/03/25	4.90%	245,000
30 GLOBAL CREDIT UNION	05/02/23	05/12/25	4.85%	245,000
31 WESTERN ALLIANCE BANK	05/02/23	05/05/25	4.85%	245,000
32 PREFERRED BANK	09/03/23	09/03/24	4.16%	100,000
33 PREFERRED BANK	09/08/23	09/08/24	4.16%	150,000
<i>Total CDs (33)</i>			3.254%	<u>\$ 7,845,000.00</u>

OTHER INFORMATION:

BANK BALANCE: ⁽¹⁾

\$7,858,472.76

AVERAGE MATURITY DAYS

58

AVERAGE INTEREST RATE FOR THE MONTH

3.769%

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

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

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



City Council Staff Report

DATE: January 17, 2024

AGENDA ITEM NO: Consent Calendar - 3C

TO: The Honorable Mayor and City Council
FROM: Martha Garcia, Director of Finance
SUBJECT: Receive and file effective date for the increase in water rates and charges

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing effective date for the increase in water rates and charges;
2. Direct the City Manager to postpone implementing the approved rates until after the City Council considers issuing bonds for infrastructure financing (in February 2024); and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

At the December 6, 2023, City Council meeting the Council introduced an Ordinance that set a "cap rate" on water increases at 32%, 8%, 8%, 7%, 8% for the five-year period from FY 2023-24 through FY 2027-28. The second reading and adoption of ordinance occurred on December 20, 2023; the ordinance becomes effective January 19, 2024 and the rates are scheduled for implementation on February 1, 2024.

On November 15, 2023, Council directed staff to explore bond financing for water infrastructure needs. It is anticipated that this matter will be placed onto the City Council agenda for consideration on February 7th or 21st. Should the City Council decide to issue bonds, then the rates that become effective on January 20th may be lowered. Should that occur, then such new rates would be March 1, 2024.

BACKGROUND:

At the December 6 meeting the Council introduced an Ordinance that set a "cap rate" on water increases at 32%, 8%, 8%, 7%, 8% for the five-year period from FY 2023-24 through FY 2027-28. The second reading and adoption of ordinance occurred on December 20, 2023; the ordinance takes effect on January 19, 2024. Rates may be implemented February 1, 2024.

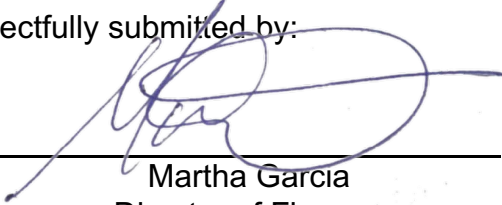
On November 15, 2023, Council directed the City Manager to explore bond financing for water infrastructure needs. The matter is scheduled for City Council consideration in February. Should Council approve the financing of water facilities and improvements, the City Council may reduce the already approved (maximum) rates to 26%, 8%, 8%, 7% 7%

from FY 2023-24 to FY 2027-28. If that occurs, then the rates would be implemented on March 1, 2024.

FISCAL IMPACT:

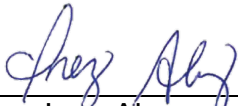
No fiscal impact is associated with the proposed action other than a one-month delay of implementing rate increases approved in December 2023.

Respectfully submitted by:



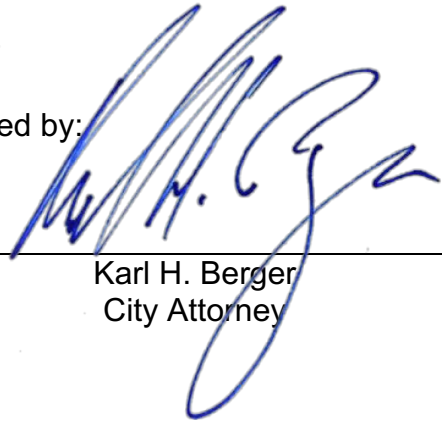
Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Karl H. Berger
City Attorney



City Council Staff Report

DATE: January 17, 2024

AGENDA ITEM NO: Consent Calendar - 3D

TO: Honorable Mayor and City Council
FROM: Justin A. Tamayo, Deputy City Attorney
SUBJECT: Consideration and possible action to adopt a Resolution to record a Notice of Nuisance Abatement Lien against certain real property in the City (APN 5254-002-031)

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt a resolution to record a Notice of Nuisance Abatement Lien; and/or
2. Take such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

Adoption of the 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 action proposed by the proposed resolution would have a significant effect on the environment.

EXECUTIVE SUMMARY:

Adopting the attached resolution will allow the City to recover costs, including attorney's fees, incurred the City's abatement of the public nuisance present on certain real property located in the City (Lot 1 of Tract No. 34875—APN 5254-002-031) (the "Property") owned by Center Int'l Investments, Inc. ("CII"). The Resolution authorizes recording the associated Notice of Nuisance Abatement Lien in the amount of \$3,683,075.89. This will be the sixth lien placed on the Property and covers expenses that the City incurred between July 1, 2023, and September 30, 2023. After recording this lien, the liens against the Property will total \$15,776,980.16.

BACKGROUND AND DISCUSSION:

As the Council is aware, the City is abating the public nuisance on the Property in accordance with the Settlement Agreement voluntarily entered into by CII in the civil case captioned *The People of the State of California, ex rel., Mark D. Hensley, City Attorney for the City of Monterey Park v. Center Int'l Investments, Inc., et al.* which was filed on December 31, 2015 (LASC Case No. BC605788).

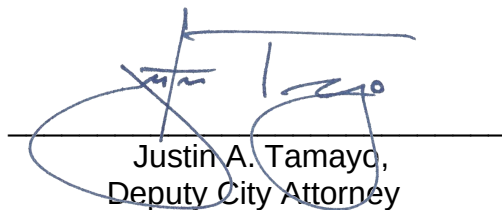
On May 4, 2022, and August 1, 2022, March 15, 2023, and September 3, 2023, the City authorized liens against the Property for nuisance abatement cost recovery. On November 21, 2023, Management Services Director Martha Garcia sent correspondence (Resolution Exhibit A) demanding CII's payment of \$3,683,075.89 to the City in abatement costs for Quarter 3 of 2023. This is in addition to liens already placed on the Property totaling \$12,093,904.27. The City has not received any payments from CII. After recording this lien, the liens against the Property will total \$15,776,980.16.

Pursuant to MPMC § 4.30.150 and Government Code § 38773.1, the City may recover its nuisance abatement costs by recording a lien against a Subject Property. The attached Resolution authorizes the City to record a Notice of Nuisance Abatement Lien against the Property. Under California law and upon recordation, the notice would constitute a lien against the Property with the force, effect, and priority of a judgment lien. The City can foreclose against the lien through an action for a money judgment. CII previously agreed to waive its notice and hearing rights in § 7 of the First Amendment to the Settlement Agreement.

FISCAL IMPACT:

The attached Resolution will allow the City to impose a lien on the Property in the amount of \$3,683,075.89. This is one of several notices that will be continuing being brought to the City Council for consideration.

Respectfully submitted by:



Justin A. Tamayo,
Deputy City Attorney

Attachment:

1. Resolution with exhibits

ATTACHMENT 1

Draft Resolution

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE RECORDATION OF A NUISANCE ABATEMENT LIEN AGAINST CERTAIN REAL PROPERTY LOCATED IN THE CITY (APN 5254-002-031).

The City Council does resolve as follows:

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

- A. Center Int'l Investments, Inc. ("CII") is the record owner of the real property described as Lot 1 of Tract No. 34875, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in Book 932, Pages 16-18 of maps, in the office of the county Recorder of said county, and more commonly known as Los Angeles County assessor's parcel number 5254-002-031 (the "Property"), which is located in the City of Monterey Park (the "City").
- B. Despite years of City efforts to cause CII to remediate the dangerous hillside slope conditions on the Property, CII failed to make the Property safe despite its promise to do so via settlement agreement with the City and the People of the State of California (the "Settlement Agreement") in the civil case captioned *The People of the State of California, ex rel., Mark D. Hensley, City Attorney for the City of Monterey Park v. Center Int'l Investments, Inc., et al.* that was filed December 31, 2015 (LASC Case No. BC605788).
- C. The Settlement Agreement authorizes the City, on behalf of the People, to enter the Property, without additional CII consent, to remediate the Property's nuisance conditions upon CII's failure to timely develop the Property and abate the nuisance, at CII's sole cost (Settlement Agreement § 2.A.vii, first amendment; § 2.b.5, second amendment).
- D. Pursuant to Resolution Nos. (collectively, the "Emergency Resolutions") 12255 (adopted June 16, 2021), Resolution No. 2022-R22 (adopted April 20, 2022), 2022-R34 (adopted May 18, 2022), and Resolution No. 2022-R63 (Adopted August 1, 2022), the City is exercising emergency powers to abate a public nuisance on the Property in accordance with the Settlement Agreement in the civil case referenced in paragraph B, above. This abatement is identified as the Goodviews Abatement Project ("GAP").
- E. Due to CII's ongoing failure to reimburse the City for costs incurred as a result of the GAP, as required under the Settlement Agreement, Management Services Director Martha Garcia sent correspondence dated November 21, 2023, demanding CII's payment of \$3,683,075.89 for the time period between July 1, 2023, and September 30, 2023, establishing a

Resolution No.

total of \$15,776,980.16 in GAP costs owed to the City by CII. A true and correct copy of that correspondence is attached as Exhibit "A," and incorporated by reference.

- F. Pursuant to Monterey Park Municipal Code ("MPMC") § 4.30.150 and Government Code § 38773.1, the City may recover its nuisance abatement costs by recording a lien against a subject property.
- G. The City Council approves the recordation of a lien against the Property through the Notice of Nuisance Abatement ("Notice") attached as Exhibit "B," and incorporated by reference. After recording this lien, the liens against the Property will total \$15,776,980.16.
- H. CII agreed to waive its notice and hearing rights in § 7 of the first amendment to the Settlement Agreement

SECTION 2: Approval; Direction.

- A. The City Council approves the Notice and finds that it is true and correct.
- B. The City Council directs the City Clerk to submit the Notice with the Los Angeles County Recorder for recordation, pursuant to Government Code § 38773.1(c) and MPPC § 4.30.150(c).

SECTION 4: Severability. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications, and to this end, the provisions of this Resolution are severable.

SECTION 5: Electronic Signatures. This Resolution may be executed with electronic signatures in accordance with Government Code § 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 6: Recordation. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 7: Effective Date. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this ____th day of January, 2024.

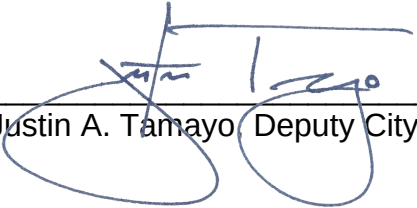
Jose Sanchez, Mayor

Resolution No.

ATTEST:

Maychelle Yee, City Clerk

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



Justin A. Tamayo Deputy City Attorney

Attachments:

Exhibit A: November 21, 2023, Demand letter for City GAP costs
Exhibit B: Notice of Nuisance Abatement Lien

Resolution No.

EXHIBIT “A”
NOVEMBER 21, 2023 DEMAND LETTER FOR
CITY GAP COSTS

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov



City Council

Henry Lo
Hans Liang
Peter Chan
Yvonne Yiu

City Clerk

Vincent D. Chang

City Treasurer

Joseph Leon

November 21, 2023

Center Int'l Investments
501 W. Garvey Ave. #207
Monterey Park, CA 91754
Attn: Karrie On

Re: NOTICE OF ABATEMENT COSTS
Property: Lot 1 of Tract No. 34875 (APN 5254-002-031)

To Whom It May Concern:

This letter is a follow-up to the City of Monterey Park's letters dated February 16, 2022, April 1, 2022, July 1, 2022, September 30, 2022, January 31, 2023, and July 6, 2023, regarding the nuisance abatement action affecting 1688 West Garvey Avenue, Monterey Park, CA (Lot 1 of Tract No. 34875—APN 5254-002-031) (the "Property"). The underlying public nuisance is identified in the civil case captioned *The People of the State of California, ex rel., Mark D. Hensley, City Attorney for the City of Monterey Park v. Center Int'l Investments, Inc., et al.* that was filed December 31, 2015 (LASC Case No. BC605788).

The nuisance abatement activity, identified as the "Goodviews Abatement Project" or "GAP," is being undertaken in accordance with the Settlement Agreement, as amended, executed by Center Int'l Investments, Inc. ("CII").

Per the February 16, 2022 letter, abatement costs associated with the GAP will be recovered on a quarterly basis from CII. This is the seventh Notice for the time period between July 1, 2023, and September 30, 2023.

Attached to this Notice are the City's abatement costs that were incurred by the City relating to the enforcement action against the Property. These abatement costs are imposed pursuant to Monterey Park Municipal Code ("MPMC") Chapter 4.30. Please remit payment to the City within **30 days** from the date of this letter.

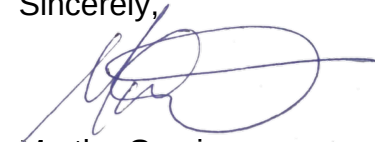
This is a demand for payment in the amount of \$3,683,075.89. This is in addition to the previously demanded \$12,093,904.27 which remains unpaid and is accruing interest at 10-percent per annum. Payment must be made not later than 30 days from the date of this letter. Failure to pay by that date will cause the City to charge interest at the statutory rate on this

outstanding amount (along with the unpaid amount). Additionally, the City will take action to collect its abatement costs in any manner allowed by law, including collection by special assessment or nuisance abatement lien (see MPMC § 4.30.150)

Be advised that CII waived all due process rights in this matter including, without limitation, appeals rights set forth in MPMC § 4.30.140. CII, therefore, waived any right to contest the notice of abatement costs. Consequently, this interim notice of abatement costs is final and binding for the time period stated above. This is not the total cost of the GAP; the City continues to incur costs on a daily basis.

Thank you for your prompt attention to this matter.

Sincerely,



Martha Garcia
Finance Director

C: Inez Alvarez, Interim City Manager
Karl H. Berger, City Attorney
Alfred Fraijo Jr., Esq. @
Sheppard Mullin Richter & Hampton, LLP
333 South Hope Street
Los Angeles, CA 90071

Agent for Service of Process:
Willis Do
1648 Puente Avenue
Baldwin Park, CA 91706

Process/ Invoice Date	Reference	Project#	Invoice#	CR & CK#	Amount	Payments/ Reversal	Balance
07/06/23	KCM Group	64004	12232	CK113165	(43,106.92)	(43,106.92)	(43,106.92)
07/06/23	KCM Group	64004	12263	CK113165	(23,855.61)	(23,855.61)	(66,962.53)
09/27/23	KCM Group	64004	12283	CK114333	(16,493.58)	(16,493.58)	(83,456.11)
08/23/23	Geosyntec Consultants, Inc.	64004	21518084	CK113836	(1,744.48)	(1,744.48)	(85,200.59)
08/23/23	Geosyntec Consultants, Inc.	64004	SC0982B	CK113836	(109,135.76)	(109,135.76)	(194,336.35)
09/20/23	Geosyntec Consultants, Inc.	64004	21520619	CK114212	(17,782.76)	(17,782.76)	(212,119.11)
07/26/23	C.A.Rasmussen	64004	3769	ACH400022	(274,473.80)	(274,473.80)	(486,592.91)
07/26/23	C.A.Rasmussen	64004	3783	ACH400022	(905,984.15)	(905,984.15)	(1,392,577.06)
08/23/23	C.A.Rasmussen	64004	3813	ACH400036	(745,180.00)	(745,180.00)	(2,137,757.06)
09/27/23	C.A.Rasmussen	64004	3856	ACH400057	(216,460.00)	(216,460.00)	(2,354,217.06)
09/27/23	C.A.Rasmussen	64004	3871	ACH400057	(563,003.15)	(563,003.15)	(2,917,220.21)
10/04/23	C.A.Rasmussen	64004	3906	ACH400062	(619,340.56)	(619,340.56)	(3,536,560.77)
10/04/23	C.A.Rasmussen	64004	3907	ACH400062	(32,996.87)	(32,996.87)	(3,569,557.64)
10/13/23	Dev Review / Phoenix Civil Engineer	64004	22663	CK114706	(2,047.50)	(2,047.50)	(3,571,605.14)
09/13/23	Dev Review / Phoenix Civil Engineer	64004	22620	CK114520	(1,470.00)	(1,470.00)	(3,573,075.14)
07/12/23	Dev Review / Phoenix Civil Engineer	64004	22574	CK113522	(4,015.00)	(4,015.00)	(3,577,090.14)
07/10/23	City Expenses - Legal Fees	64004	304162	ACH400026	(29,267.50)	(29,267.50)	(3,606,357.64)
08/15/23	City Expenses - Legal Fees	64004	306060	ACH400044	(23,069.47)	(23,069.47)	(3,629,427.11)
09/13/23	City Expenses - Legal Fees	64004	307157	ACH400049	(40,144.44)	(40,144.44)	(3,669,571.55)
10/11/23	City Expenses - Legal Fees	64004	308728	ACH400075	(13,040.60)	(13,040.60)	(3,682,612.15)
09/30/23	Cifty Expenses - Finance				(463.74)	(463.74)	(3,683,075.89)
Balance Due					(3,683,075.89)	(3,683,075.89)	

Resolution No.

EXHIBIT “B”
NOTICE OF NUISANCE ABATEMENT LIEN

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Monterey Park
Attn: City Clerk
320 W. Newmark Ave.
Monterey Park, CA 91754

No fee per Government Code § 27383

NOTICE OF NUISANCE ABATEMENT LIEN

NOTICE IS HEREBY GIVEN that, pursuant to Government Code § 38773.1 and Monterey Park Municipal Code § 4.30.150, the City of Monterey Park ("City") seeks to impose a nuisance abatement lien against the real property ("Property") described below for the City's unreimbursed costs incurred in abating a public nuisance under a duly issued judicial abatement warrant. The Monterey Park City Council ordered the imposition of a nuisance abatement lien through its adoption of Resolution No. **XXX on January 17, 2024** (attached as Exhibit "A"). Pursuant to a settlement agreement by and among the City the People of California, and the owner of the Property in the civil litigation captioned, *The People of the State of California, ex rel., Mark D. Hensley, City Attorney for the City of Monterey Park v. Center Int'l Investments, Inc., et al.* (LASC Case No. BC605788), the Property owner agreed to waive its notice and hearing rights in § 7 of the first amendment to such settlement agreement, which is on file with the City Clerk.

Recordation of this notice of nuisance abatement lien against the Property is made pursuant to Government Code § 38773.1(c) and Monterey Park Municipal Code § 4.30.150(c). Once recorded, this notice will constitute a lien against the Property with the force, effect, and priority of a judgment lien (Gov. Code, § 38773.1, subd. (c)). The City may foreclose on this nuisance abatement lien by a City action for a money judgment. (*Ibid.*)

In accordance with § 38773.1(c)(1), the following apply to the Property and this notice of nuisance abatement lien:

Lien amount	\$3,683,075.89
Agency on whose behalf the lien is imposed	City of Monterey Park
Property assessor's parcel number	5254-002-031
Property legal description	LOT 1 OF TRACT NO. 34875, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 932, PAGES 16-18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

Address associated with Property	No known address associated with the Property pursuant to Los Angeles County property and title records
Property record owner	Center Int'l Investments Inc., a California Corporation
Property owner address	846 East Garvey Avenue, #D, Monterey Park, CA 91755

Signed the __ day of January 2024.

CITY OF MONTEREY PARK

Inez Alvarez, City Manager

(NOTARIZED SIGNATURE REQUIRED)



City Council Staff Report

DATE: January 17, 2024

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council
FROM: Jessica Serrano, Director of Community Development
SUBJECT: Waive further reading and adopt an Ordinance amending the zoning map for certain properties for consistency with the General Plan, Land Use and Urban Design Element.

RECOMMENDATION:

It is recommended that the City Council consider:

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

EXECUTIVE SUMMARY:

The Ordinance was introduced and received first reading at the December 20, 2023 City Council meeting. The original staff report (from December 20, 2023) is attached for reference. Second reading and adoption of this Ordinance is recommended. If adopted, the ordinance will take effect in 30 days.

Respectfully submitted by:

Prepared by:

A handwritten signature in blue ink, reading "J. Serrano".

Jessica Serrano
Director of Community
Development

A handwritten signature in black ink, reading "Beth Chow".

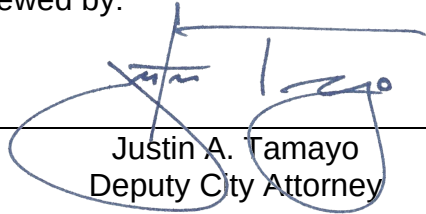
Beth Chow, AICP
Interim Planning Manager

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Justin A. Tamayo
Deputy City Attorney

ATTACHMENTS:

1. Ordinance - Zone Change (ZA-23-02) - Amending the zoning map for certain properties for consistency with the General Plan, Land Use and Urban Design Element.
2. City Council Staff Report, dated December 20, 2023 (without attachments)

ATTACHMENT 1

Ordinance – Zone Change (ZA-23-02) –
Amending the zoning map for certain properties
for consistency with the General Plan, Land Use
and Urban Design Element

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP (ZC-23-02) TO CHANGE THE ZONING FOR CERTAIN PROPERTIES FOR CONSISTENCY WITH THE GENERAL PLAN, LAND USE AND URBAN DESIGN ELEMENT

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

SECTION 1: The City Council finds and declares that:

- A. On November 3, 2020, the voters initiated changes to the zoning designations for properties generally located on Monterey Pass Road, Corporate Center Drive, and East Mabel Avenue for consistency between the General Plan and Zoning Map when it adopted the Land Use and Urban Design Element of the General Plan;
- B. This Ordinance changes the zoning designation for several properties, identified in Section 2, to conform to the adopted Land Use and Urban Design Element of the General Plan.
- C. This Ordinance was reviewed by the City Planner for, in part, consistency with the General Plan, and conformity with the Monterey Park Municipal Code ("MPMC");
- D. In addition, the City reviewed the environmental impacts of this Ordinance under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, ("CEQA") and the regulations promulgated thereunder (14 California Code Regulations §§ 15000, *et seq.*, the "CEQA Guidelines");
- E. On November 14, 2023, the Planning Commission conducted a duly noticed public hearing to assess this Ordinance, considered all oral and written evidence, and adopted Resolution 07-23 recommending that the City Council adopt this Ordinance.
- F. The City Planner completed its review and scheduled a public hearing regarding this Ordinance before the City Council for December 20, 2023;
- G. Notice of the Public Hearing before the City Council was duly given and published in the time, form, and manner as required by law;
- H. On December 20, 2023, the City Council held a public hearing to receive public testimony and other evidence regarding the proposed re-zoning including, without limitation, information provided to the City Council by the City Planner and public testimony;
- I. The findings in this Ordinance are made based on the entire administrative record including testimony and evidence presented to the Planning Commission on November 14, 2023; the City Council at its December 20, 2023, public hearing

including, without limitation, the staff reports submitted by the City Planner.

SECTION 2: *Factual Findings and Conclusions.* The City Council finds as follows:

A. The proposed zone change will:

1. Change the zoning designation for the following properties to Office Professional (O-P) zone:

The properties on the south side of Monterey Pass Road, east of its intersection with South Fremont Avenue, currently zoned Commercial Services (C-S):

Assessor's Parcel Number(s)	Address
5261-003-054	1166 W. Garvey Avenue
5261-003-016; 5261-003-017; 5261-003-018; 5261-003-019; 5261-003-020	212 - 270 Monterey Pass Road

The properties on the north and south sides of Corporate Place, bounded by Davidson Drive to the north, Kern Avenue and Monterey Pass Road to the east, Floral Drive to the south, and Corporate Center Drive to the west, currently zoned Shopping Center (S-C):

Assessor's Parcel Number(s)	Address
5237-024-025; 5237-024-026; 5237-024-029; 5237-024-056	2525 - 2630 Corporate Place
5237-024-065; 5237-024-066; 5237-024-067; 5237-024-068; 5237-024-055; 5237-024-071; 5237-024-072	1200 – 1600 Corporate Center Drive

2. Change the zoning designation for the following properties to High Density Residential (R-3) zone:

The properties on the south side of East Mabel Avenue, east of Orange Avenue to the terminus of East Mabel Avenue, currently zoned C-S with a Planned Development (PD) Overlay:

Assessor's Parcel Number(s)	Address
5259-013-043; 5259-013-044; 5259-013-045; 5259-013-046;	200-204 South Orange Avenue
5259-013-047; 5259-013-048; 5259-013-049; 5259-013-050; 5259-013-051; 5259-013-054; 5259-013-055; 5259-013-056; 5259-013-089; 5259-013-090; 5259-013-091; 5259-013-092; 5259-013-093; 5259-013-094; 5259-014-025; 5259-014-026; 5259-014-027; 5259-014-028; 5259-014-029; 5259-014-050; 5259-014-051;	710-928 East Mabel Avenue

- B. Resolution No.12213 certified the results of the voter approved proposition to revise the Monterey Park 2040 Land Use Element Proposition (Measure JJ).
- C. Ordinance No. 2198 approved Measure JJ, which was approved by a vote of the people on November 3, 2020 to revise the Monterey Park 2040 Land Use and Urban Design Element.
- D. Figure LU-3: Land Use Policy Map was adopted as part of the Monterey Park 2040 Land Use Element by the City Council and a vote of the people.

SECTION 3: *Environmental Assessment.* The City Council reviewed the environmental impacts of this proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA

Guidelines § 15168 provides that a Program EIR may be prepared to consider the environmental impacts of a series of actions that can be characterized as one large project that are related as logical parts in a chain of contemplated actions. The City Council finds as follows:

- A. On December 5, 2019, the City Council adopted Resolution No. 12126 approving a Focused General Plan update to the City's Land Use and Urban Design Element ("GPLU") and Final Environmental Impact Report ("FEIR") (SCH No. 2001-01-1074).
- B. The FEIR is a Program EIR that evaluated the environmental impacts resulting from the GPLU implementation which is attached as Exhibit B and incorporated by reference.
- C. Changing the zoning designation for those properties within the Innovation/Technology GPLU designation is an activity contemplated by the GPLU and analyzed under the FEIR.
- D. Changing the zoning designation for those properties within the High Density GPLU designation is an activity contemplated by the GPLU and analyzed under the FEIR.
- E. This zone change does not contemplate any changes which will require major revisions to the FEIR nor are there any substantial changes with respect to the circumstances under which the FEIR was undertaken.
- F. There is no 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 FEIR was certified showing: (1) the zone change will have one or more significant effects not discussed in the FEIR; (2) significant effects previously examined will be substantially more severe than shown in the FEIR; (3) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project; or (4) mitigation measures or alternatives which are considerably different from those analyzed in the FEIR would substantially reduce one or more significant effects on the environment.

SECTION 4: *Zone Change Findings.* Pursuant to MPMC §§ 21.38.050 and 21.42.010, the City Council finds as follows:

- A. The zone change is consistent with the goals, policies and objectives of the General Plan and will create consistency between the General Plan Land Use designations and zone designations on the Zoning Map. The zone change affects areas that have a voter approved Land Use designation that implements the Monterey Park Land Use and Urban Design Element (Measure JJ). The correlations between the proposed zone changes and General Plan Land Use designations exist as follows:

- (1) The Monterey Park Land Use and Urban Design Element identifies Innovation/Technology designation as an area for primary uses related to research and development, light manufacturing, service commercials, professional offices, entertainment, and breweries/wineries/distilleries. The Monterey Park Land Use and Urban Design Element also identifies retail and service commercial uses as support services within the Innovation/Technology designation.
 - (2) Monterey Park Land Use and Urban Design Element Policy 24.1 seeks to ensure that zoning regulations applicable to the Monterey Pass Road corridor permit the range of uses necessary to achieve land use goals and prohibit uses that conflict with those goals.
 - (3) The S-C – Shopping Center zone provides for the development of shopping and business centers that serve as major retail attraction for the broader community.
 - (4) The O-P – Office Professional zone provides for the development of integrated professional, office and limited retail areas that exhibit a diversity of business activity.
 - (5) The Monterey Park Land Use and Urban Design Element identifies High Density designation as an area for primary uses that include attached or detached residential units, with private common open space, at densities ranging from 16.1 to 30 units per acre.
 - (6) The C-S – Commercial Services zone provides for the development of commercial areas that promote retail and provide transition areas between the City and neighboring communities.
 - (7) The R-3 – High Density Residential zone provides high density residential housing either attached or detached multiple-family units at a density of 25 units per acre.
- B. The zone change will not adversely affect surrounding properties, as the types of uses currently developed at the properties will conform with the proposed zoning designations of their respective areas.
- C. The proposed zone change promotes public health, safety, and general welfare and serves the goals and purposes of the MPMC's zoning regulations since it will harmonize the zoning designations with the General Plan for certain properties on Monterey Pass Road, Corporate Center Drive and East Mabel Avenue. Additionally, no development or construction is proposed as part of this zone change.

SECTION 5: *Notice of Determination.* The Director of Community Development, or designee, is directed to file a Notice of Determination in accordance with CEQA §§ 15094, and any other applicable law.

SECTION 6: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 7: *Amendment.* The City Council, based upon the evidence and staff report received at the public hearing adopts this Ordinance to amend the Zoning Map set forth in attached Exhibit "A," which are incorporated by reference.

SECTION 8: *Construction.* This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

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

SECTION 10: *Reliance on Record.* Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the matter. The determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 11: *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts were made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 12: *Severability.* If any part of this Ordinance or its Application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

ORDINANCE NO.

PAGE 7 OF 7

SECTION 13: *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 14: *Publications.* The City Clerk, or designee, is directed to certify the passage and adoption of this Ordinance, cause it to be entered into the City of Monterey Park's book of original ordinances, make a note of the passage and adoption in the records of this meeting, and, within 15 days after the passage and adoption of this Ordinance, and cause it to be published or posted in accordance with California law.

SECTION 15: *Effective Date.* This Ordinance becomes effective on the 30th day after second reading and adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

Jose Sanchez, Mayor

ATTEST:

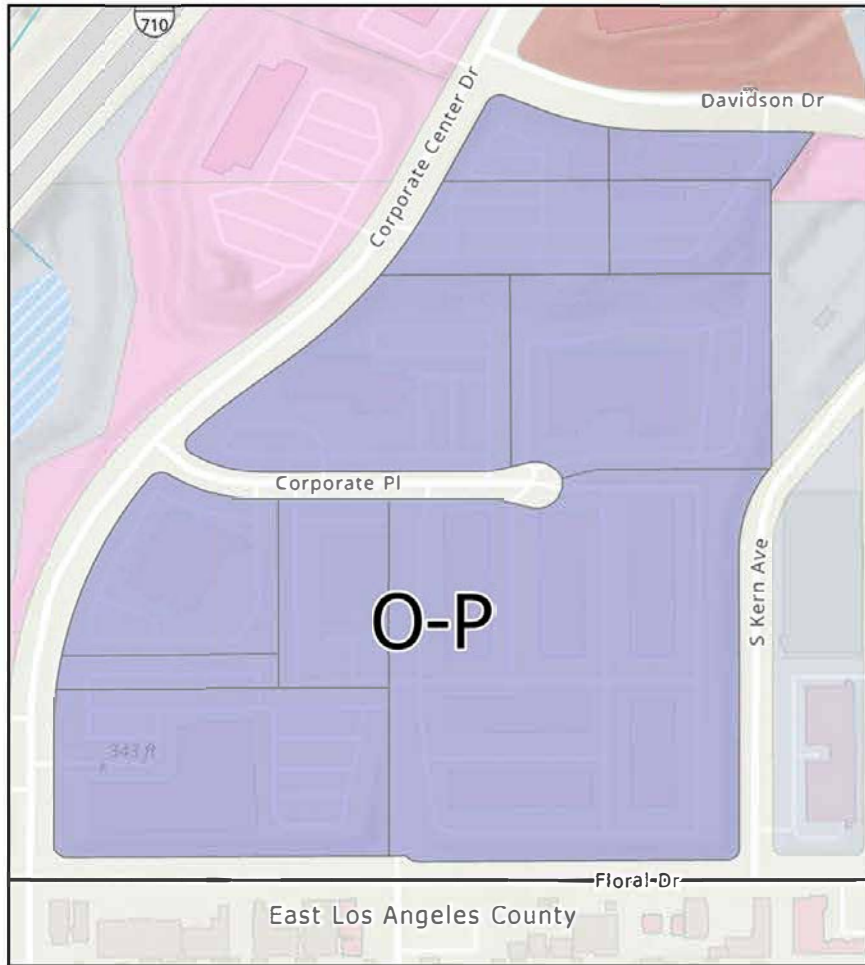
Maychelle Yee, City Clerk

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

Justin A. Tamayo,
Deputy City Attorney

Exhibit "A:" Proposed Zoning Maps
Exhibit "B:" [FEIR \(SCH No. 2001-01-1074\)](#)

Exhibit "A"



Zone Change 23-02 Proposed Zoning Map

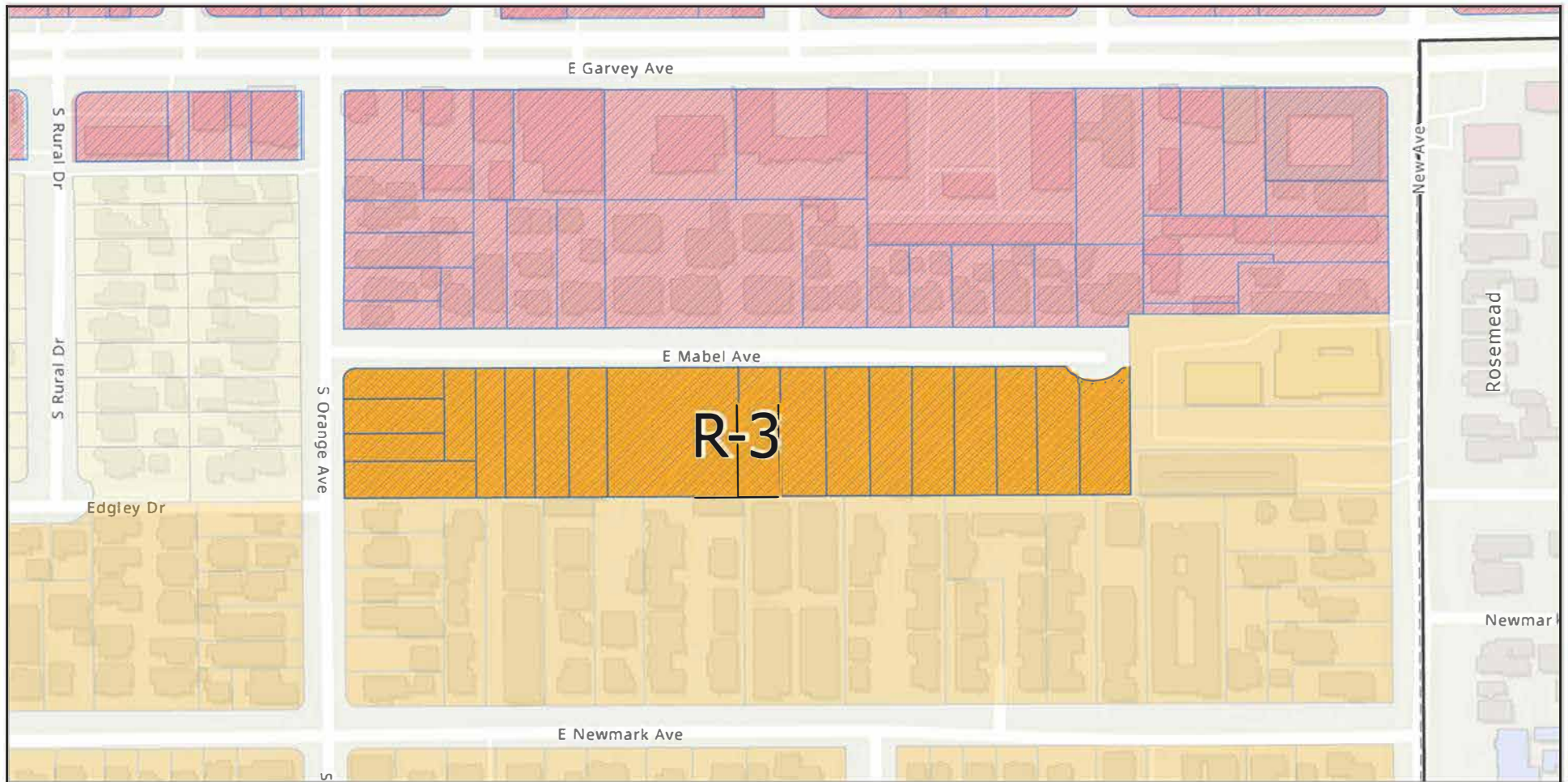


0 0.01 0.03 0.06 Miles

Zoning Legend

Office Professional (O-P)	Neighborhood Shopping (N-S)	Commercial/Professional (C-P)	Garfield Village - Neighborhood Shopping (GVC-N)
Zoning	Shopping Center (S-C)	Open Space (O-S)	City Boundaries
Single-Family Residential (R-1)	Central Business Commercial (C-B)	Office Professional (O-P)	Monterey Park
Medium-Multiple Residential (R-2)	Regional Specialty Center (R-S)	Garfield Village - Commercial Services (GVC-S)	Sphere of Influence
High-Density Residential (R-3)	Commercial Services (C-S)		

Exhibit "A"



Zone Change 23-02 Proposed Zoning Map



0 0.02 0.03 0.06 Miles

Zoning Legend			
High Density Residential (R-3)	High-Density Residential (R-3)	Commercial Services (C-S)	Garfield Village - Neighborhood Shopping (GVC-N)
Zoning	Neighborhood Shopping (N-S)	Commercial/Professional (C-P)	Open Space (O-S)
Single-Family Residential (R-1)	Shopping Center (S-C)	Office Professional (O-P)	Overlay
Medium-Multiple Residential (R-2)	Central Business Commercial (C-B)	Garfield Village - Commercial Services (GVC-S)	McCaslin Business Park (O-P Voter Enacted)
	Regional Specialty Center (R-S)		Planned Development (P-D)
			Senior Citizen Housing (S-C-H)
			City Boundaries
			Monterey Park
			Sphere of Influence

Exhibit "B"

[FEIR \(SCH No. 2001-01-1074\)](#) is available at the City Clerk's Office and online at the following website:

<https://www.montereypark.ca.gov/DocumentCenter/View/9942/Monterey-Park-Focused-GPU-FEIR>

ATTACHMENT 2

City Council Staff Report, dated December 20,
2023 (without attachments)



City Council Staff Report

DATE: December 20, 2023

AGENDA ITEM NO: Public Hearing - 4A

TO: The Honorable Mayor and City Council
FROM: Jessica Serrano, Director of Community Development
SUBJECT: A public hearing to consider introduction and first reading of Zone Change No. ZC-23-02 ("ZC-23-02"), an Ordinance amending the zoning map for certain properties for consistency with the General Plan, Land Use and Urban Design Element.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening a public hearing and taking testimonial and documentary evidence;
2. After closing the public hearing and considering the evidence submitted during that public hearing, introducing and waiving first reading of Ordinance No. _____ amending the zoning map for certain properties for consistency with the General Plan, Land Use and Urban Design Element; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City recently began efforts in the *Our City, Our Plan* campaign to implement the General Plan Land Use and Urban Design Element ("GPLU") and the Housing Element ("HE"), which sets the vision for development within the City. The General Plan is implemented through the zoning regulations located in Title 21 of the Monterey Park Municipal Code ("MPMC"). Those regulations assign a zoning district to each property in the City, as governed by the Zoning Map. This proposed zone change will harmonize the zoning designations with the GPLU for certain properties on Monterey Pass Road, Corporate Center Drive and East Mabel Avenue.

The Zone Changes will only impact the future development of these properties; existing structures and businesses are allowed to remain.

BOARD/COMMISSION REVIEW:

On November 14, 2023, by a 3-0 vote (two commissioners were not present), the Planning Commission adopted a resolution recommending City Council adopt the attached Ordinance.

The Planning Commission public hearing notice, report and resolution recommending approval erroneously identified five parcels that should not have been included and are not a part of this zone change (Assessor's Parcel Numbers ("APNs"): 5259-014-053;

5259-014-054; 5259-014-055; 5259-014-056; and 5259-014-057). The erroneously identified parcels are condominiums located at 221 South New Avenue and are consistent with the GPLU. Accordingly, these parcels have been removed from the proposed Ordinance.

TYPE OF ACTION (LEGISLATIVE; QUASI-JUDICIAL; OR ADVISORY):

Legislative: The proposed Ordinance is legislative policy action intending to harmonize zoning designations with the GPLU. In considering such actions, the City Council acts in its legislative capacity. For the proposed zone change, the City Council must find, pursuant to MPMC § 21.38.050, that the proposed zone change:

- Is consistent with the goals, policies, and objectives of the General Plan;
- Will not adversely affect surrounding properties; and
- Promotes public health, safety, and general welfare and serves the goals and purposes of the MPMC's zoning regulations.

These findings, including supporting facts, are further described in the attached Ordinance.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guideline § 15168 provides that a Program EIR may be prepared to consider the environmental impacts of a series of actions that can be characterized as one large project that are related as logical parts in a chain of contemplated actions. The proposed Ordinance is within the scope of the City's Focused General Plan Update to the Land Use and Urban Design Element which was evaluated under a Final Environmental Impact Report ("FEIR") (SCH No. 2001-01-1074). The FEIR adequately describes and considers the proposed Ordinance for CEQA purposes. Accordingly, the Ordinance is not subject to further environmental review.

BACKGROUND:

The GPLU was voter approved by Measure JJ in November of 2020. The HE was approved by the City Council in November 2022, and certified by the California State Department of Housing and Community Development ("HCD") in March 2023. As part of the work to implement the GPLU and HE, staff is proposing a series of measures that will bring consistency between the GPLU, HE, Zoning Map, and the MPMC, collectively known as *Our City, Our Plan*.

ANAYLSIS:

If adopted, the Ordinance will make the Zoning Map consistent with the General Plan land use designation as established in Figure LU-3, Land Use Policy Map in compliance with

State law (Government Code § 65860). ZC-23-02 will affect certain properties on Monterey Pass Road, Corporate Center Drive and East Mabel Avenue.

The two areas on Monterey Pass Road and Corporate Center Drive that are included in ZC-23-02 have GPLU designations of Innovation/Technology and are currently zoned Shopping Center (S-C) and Commercial Services (C-S) as shown in Figure 1. The Innovation/Technology land use designation corresponds with the Office Professional (O-P) Zone; the proposed zone of the properties is shown in Figure 1.

The general areas where the zone change will occur identified in Table 1 include: 1) the properties on the south side of Monterey Pass Road, east of its intersection with South Fremont Avenue; and 2) properties generally bounded on the west of Corporate Center Drive, Davidson Drive to the north, Kern Avenue and Monterey Pass Road to the east, and Floral Drive to the south, including the north and south sides of Corporate Place, as detailed in Table 1. As developed, the properties feature a mix of commercial uses, with larger professional office type buildings along Corporate Center Drive and Corporate Place, and smaller commercial uses along Monterey Pass Road, which are consistent with the proposed O-P zone.

Figure 1: Existing Zoning Map – Corporate Center Drive, Monterey Pass Road

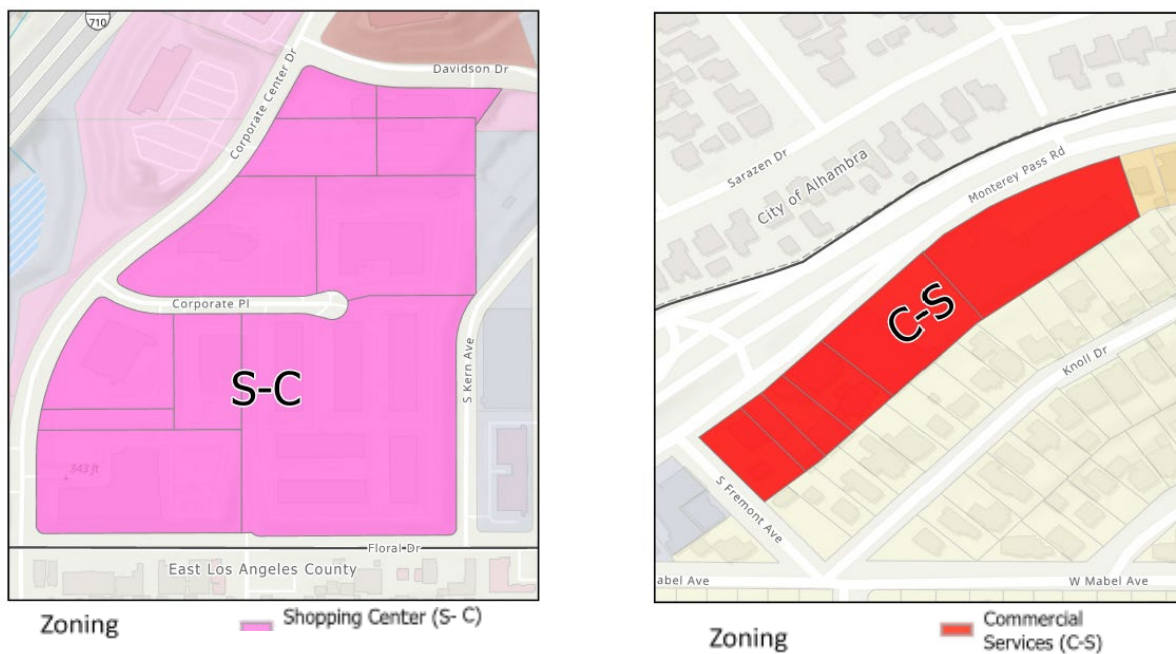


Figure 2: Proposed Zoning Map – Corporate Center Drive, Monterey Pass Road

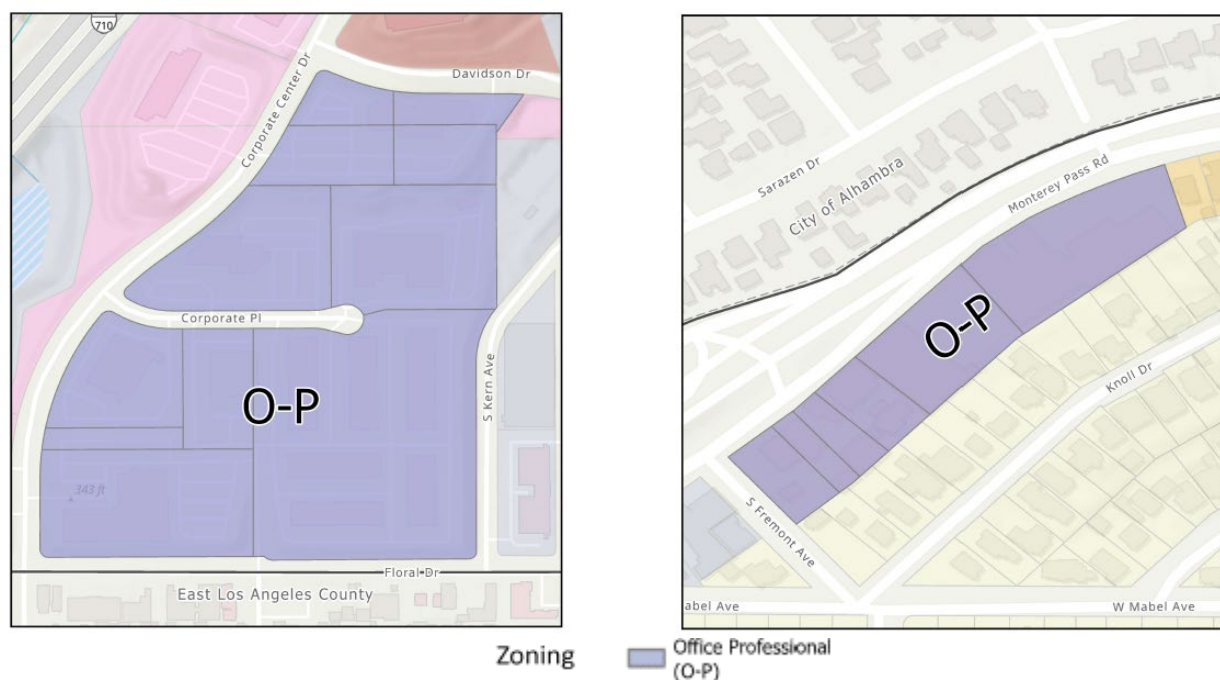


Table 1: Proposed Office-Professional Zone by APN/Address

Assessor's Parcel Number(s)	Address(es)	Existing Zoning Designation	Proposed Zoning Designation	Existing General Plan Land Use Designation
5261-003-054	1166 West Garvey Avenue	Commercial Services (C-S)	Office Professional (O-P)	Innovation/Technology
5261-003-016; 5261-003-017; 5261-003-018; 5261-003-019; 5261-003-020	212 - 270 Monterey Pass Road	Commercial Services (C-S)	Office Professional (O-P)	Innovation/Technology
5237-024-025; 5237-024-026; 5237-024-029; 5237-024-056	2525 - 2630 Corporate Place	Shopping Center (S-C)	Office Professional (O-P)	Innovation/Technology
5237-024-065; 5237-024-066; 5237-024-067; 5237-024-068; 5237-024-055; 5237-024-071; 5237-024-072	1200 – 1600 Corporate Center Drive	Shopping Center (S-C)	Office Professional (O-P)	Innovation/Technology

ZC-23-02 will also affect properties on East Mabel Avenue, which have a GPLU designation of High Density Residential and are currently zoned Commercial Services (C-S) with a Planned Development Overlay, as shown in Figure 3. The High-Density Residential land use designation corresponds with the High Density (R-3) Zone, which is shown as the proposed zone of the properties in Figure 4.

The general area of the zone change includes properties on the south side of East Mabel Avenue, east of Orange Avenue to the terminus of East Mabel Avenue as detailed in Table 2. As developed, the properties all feature residential uses, including single and multi-family developments which will be consistent uses within the proposed R-3 zone.

Figure 3 – Existing Zoning Map – East Mabel Drive

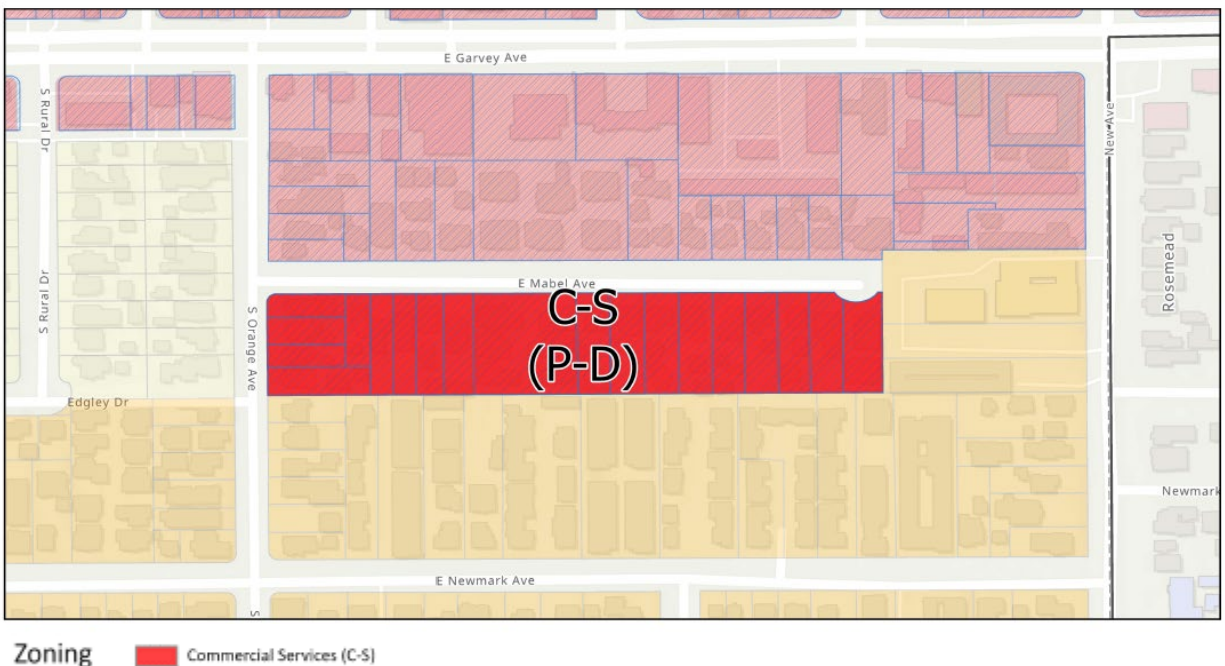


Figure 4 – Proposed Zoning Map – East Mabel Drive

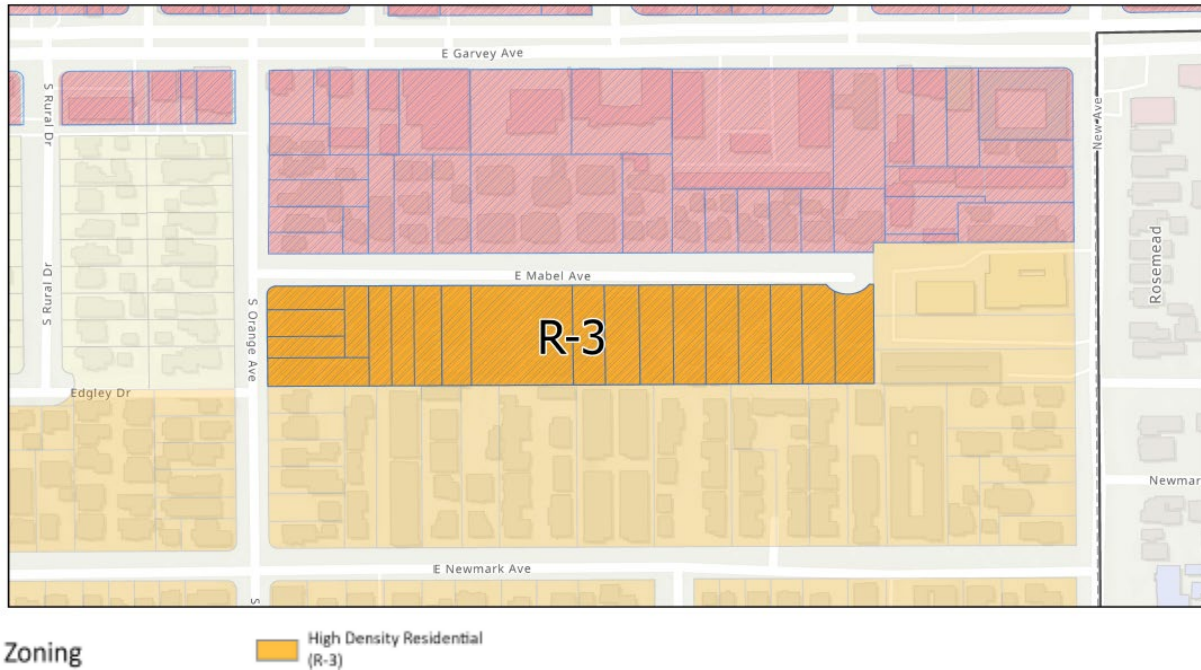


Table 2: Proposed High Density Residential (R-3) by APN/Address

Assessor's Parcel Number(s)	Address(es)	Existing Zoning Designation	Proposed Zoning Designation	Existing General Plan Land Use Designation
5259-013-043; 5259-013-044; 5259-013-045; 5259-013-046;	200-204 South Orange Avenue	Commercial Services (C-S) with Planned Development (PD) Overlay	High Density Residential (R-3)	High Density Residential
5259-013-047; 5259-013-048; 5259-013-049; 5259-013-050; 5259-013-051; 5259-013-054; 5259-013-055; 5259-013-056; 5259-013-089; 5259-013-090; 5259-013-091; 5259-013-092; 5259-013-093; 5259-013-094; 5259-014-025; 5259-014-026; 5259-014-027;	710-928 East Mabel Avenue	Commercial Services (C-S) with Planned Development (PD) Overlay	High Density Residential (R-3)	High Density Residential

Assessor's Parcel Number(s)	Address(es)	Existing Zoning Designation	Proposed Zoning Designation	Existing General Plan Land Use Designation
5259-014-028; 5259-014-029; 5259-014-050; 5259-014-051;				

The changes proposed as part of the ZC-23-02 are the first set of zone changes that will be part of the *Our City, Our Plan* campaign in order to bring consistency between the General Plan and the zoning regulations. The Zone Changes will impact only the future development of these properties; existing structures and businesses are allowed to remain.

2023-2024 STRATEGIC PLAN GOAL:

The proposed Ordinance will advance the City Council's **Economic Development** and **Housing** goals identified in the 2023-2024 strategic plan by creating consistency between the General Plan and the zoning regulations which will provide clearly defined development standards that encourage redevelopment and attract new businesses in the affected areas.

LEGAL NOTIFICATION:

The legal notice of this hearing was published in the Monterey Park Progress and posted at City Hall, Monterey Park Bruggemeyer Library, and Langley Center on December 7, 2023, with affidavits of posting on file. The legal notice of this hearing was mailed to 382 property owners within a 300-foot radius of the affected properties on December 7, 2023.

FISCAL IMPACT:

There are no identifiable fiscal impacts associated with adopting the Ordinance itself (other than costs associated with codifying the Ordinance).

Respectfully submitted and prepared by:



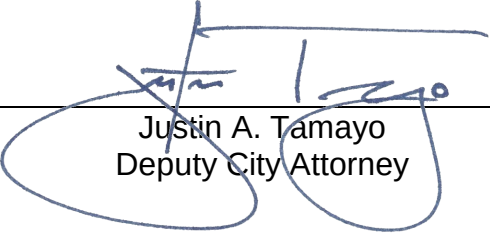
Jessica Serrano
Director of Community
Development

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Justin A. Tamayo
Deputy City Attorney

ATTACHMENTS:

1. Ordinance No. ____ amending the zoning map for certain properties for consistency with the General Plan, Land Use and Urban Design Element, with attached Exhibit "A" Proposed Zoning Maps (enlarged) and Exhibit "B" FEIR (SCH No. 2001-01-1074
2. Existing Zoning Maps (enlarged)
3. Notice of Determination



City Council Staff Report

DATE: January 17, 2024

AGENDA ITEM NO: Consent Calendar - 3F

TO: The Honorable Mayor and City Council
FROM: Jessica Serrano, Director of Community Development
SUBJECT: Waive further reading and adopt an Ordinance amending the Zoning Code to comply with California law regarding medical cannabis delivery retailers.

RECOMMENDATION:

It is recommended that the City Council consider:

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

EXECUTIVE SUMMARY:

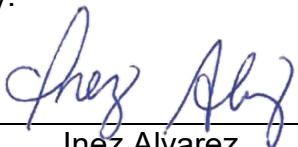
The Ordinance was introduced and received first reading at the December 20, 2023 City Council meeting. The original staff report (from December 20, 2023) is attached for reference. Second reading and adoption of this Ordinance is recommended. If adopted, the ordinance will take effect in 30 days.

Respectfully submitted and prepared by:

A handwritten signature in blue ink, reading "J. Serrano", is positioned above a horizontal line.

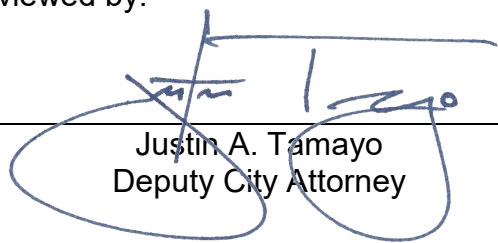
Jessica Serrano
Director of Community
Development

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Justin A. Tamayo
Deputy City Attorney

ATTACHMENTS:

1. Ordinance – Zoning Code Amendment (ZCA-23-05) - Amending the Zoning Code to comply with California law regarding medical cannabis delivery retailers.
2. City Council Staff Report, dated December 20, 2023 (without attachments)

ATTACHMENT 1

Ordinance

ORDINANCE NO. XXXX

AN ORDINANCE ADOPTED PURSUANT TO GOVERNMENT CODE § 36937 AND BUSINESS AND PROFESSIONS CODE § 26320 AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTERS 6.35 AND 9.102, AND ADDING NEW CHAPTERS 6.36 AND 21.27 TO IMPLEMENT CALIFORNIA LAW GOVERNING MEDICAL CANNABIS

The City Council ordains as follows:

SECTION 1. The City Council finds and determines as follows:

- A. Article XI, § 7 of the California Constitution empowers the City to enact and enforce ordinances regulating conditions that may be public nuisances or health hazards, or that promote social, economic, or aesthetic considerations.
- B. The Federal Controlled Substances Act, 21 U.S.C. § 801, *et seq.*, classifies cannabis as a Schedule 1 Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, cannabis.
- C. The penalties for violating federal law include fines between \$10,000 and \$50,000 (21 U.S.C. § 841) for first time offenders. California law has similar provisions (see, e.g., Health and Safety Code §§ 11352 and 11379.6).
- D. As of the effective date of this Ordinance, the City Council has not authorized any cannabis activity within its jurisdiction. To the contrary, Monterey Park Municipal Code (“MPMC”) § 6.35.030 explicitly prohibits all commercial cannabis activity in the City including, without limitation, medical cannabis dispensaries and medical cannabis delivery services.
- E. A statewide initiative entitled the “Control, Regulate and Tax Adult Use of Marijuana Act” (“AUMA”) was approved by voters on the November 2016 ballot. AUMA does not, and cannot, affect federal regulations as to cannabis or its derivatives.
- F. AUMA expressly preserves local control over the regulation of cannabis-related businesses and cannabis-related land uses (Business & Professions Code § 26200, *et seq.*).
- G. In *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, the California Supreme Court held that nothing

in state cannabis law “expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land[.]” Additionally, in *Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975, the Court of Appeal held that “there is no right – and certainly no constitutional right – to cultivate medical marijuana[.]” The Court in *Maral* affirmed the ability of a local governmental entity to prohibit the cultivation of cannabis under its land use authority.

- H. It is in the public interest for the City to take appropriate actions to protect citizens and their property from conditions that threaten public health, safety, and welfare including, without limitation, matters that devalue real property.
- I. On September 18, 2022, Governor Newsom signed Senate Bill (“SB”) 1186, known as the “Medicinal Cannabis Patients’ Right of Access Act” into law.
- J. SB 1186 imposes restrictions on how cities may regulate the retail sale by delivery of medical cannabis within their jurisdiction.
- K. The City Council is required by California law to enact this Ordinance to regulate how qualified delivery-only medical cannabis retailers may operate within the City in accordance with SB 1186.
- L. On November 30, 2023, the Planning Commission recommended that the City Council adopt this Ordinance.

SECTION 2. MPMC Chapter 9.102 is repealed.

SECTION 3. MPMC § 6.35.030 is amended to read as follows with additions denoted by underline and deletions with ~~striketrough~~:

“6.35.030 *Prohibition.*

Unless otherwise provided by California law, commercial cannabis activity is prohibited within the City of Monterey Park. No use permit, variance, building permit, or any other entitlement, license, or permit, whether ministerial or discretionary, may be issued or approved for any commercial cannabis activity in the City except as set forth in this code, and it is unlawful for any person to establish or conduct such activities in the City without the permits required by this code.”

SECTION 4. A new Chapter 6.36, entitled “Medical Cannabis Delivery,” is added to the MPMC read as follows:

“Chapter 6.36

Medical Cannabis Delivery

6.36.010 Intent and Purpose.

This chapter is adopted pursuant to the legal mandate imposed by the state of California via Business and Professions Code § 26320. Nothing in this chapter is intended to authorize any activity that is contrary to California law.

6.36.020 Sunset Clause; Automatic Repeal.

The regulations in this chapter will be automatically repealed without additional action by the City Council should Business and Professions Code § 26322 be repealed by the California Legislature or be invalidated by a court of competent jurisdiction.

6.36.030 Responsibility for Compliance.

The owners and operators of a delivery-only medical cannabis retailer, together with any person listed as the permittee or applicant on the delivery-only medical cannabis retailer application, are responsible for ensuring that the delivery-only medical cannabis retailer is, at all times, operating in a manner compliant with all applicable law.

6.36.040 Definitions.

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this chapter. Words and phrases undefined in this chapter have the same meaning as set forth in the Compassionate Use Act; the Medical Cannabis Program Act; the Control, Regulate and Tax Adult Use of Cannabis Act; or the Medicinal and Adult-use Cannabis Regulation and Safety Act.

“Cannabis” is defined in Health and Safety Code § 11018.

“Delivery” means the commercial transfer of nonmedical cannabis or nonmedical cannabis products from a dispensary or delivery-only medical cannabis retailer to a customer over 21 years of age, or the commercial transfer of medical cannabis or medical cannabis products to a primary caregiver or qualified patient as defined in Health and Safety Code § 11362.7.

“Delivery” also includes the use by a dispensary or delivery-only medical cannabis retailer of any technology platform owned and controlled by the dispensary, delivery-only medical cannabis retailer, or independently licensed under California law, which enables customers or qualified patients

or primary caregivers to arrange for or facilitate the commercial transfer by a licensed dispensary or delivery-only medical cannabis retailer of cannabis or cannabis products.

“Delivery-only medical cannabis retailer” means a non-storefront delivery retailer authorized to engage in the retail sale by delivery of medical cannabis to qualified patients pursuant to an M-license.

“Delivery-only medical cannabis retailer permit” means a regulatory permit issued pursuant to this chapter.

“Identification card” means a document issued by the state of California that identifies a person authorized to engage in the medical use of cannabis and the person’s designated primary caregiver, if any.

“Medical cannabis” or “medical cannabis product” means a product containing cannabis, including, without limitation, concentrates and extractions, intended to be sold for use by medical cannabis patients in California pursuant to Health and Safety Code § 11362.5. “Medical cannabis” does not include “industrial hemp” as defined by Food and Agricultural Code § 81000 or Health and Safety Code § 11018.5.

“Medical cannabis dispensary” or “medical marijuana dispensary” is a dispensary that offers or delivers medical cannabis and medical cannabis products for retail sale to qualified patients and primary caregivers.

“Operations Plan” means an operating plan that implements the standard requirements of this chapter along with such additional, reasonable, criteria needed to protect public health and safety as determined by the Police Chief based upon the size and location of the proposed cannabis-related business.

“Person with an identification card” means an individual who is a qualified patient who has applied for and received a valid identification card pursuant to Health & Safety Code § 11362.7, *et seq.*

“Police Chief” means the Police Chief or any other individual appointed by the City Manager or approved pursuant to written agreement for law enforcement services executed pursuant to Government Code § 54981.

“Primary caregiver” means the individual, designated by a qualified patient or by a person with an identification card, who has consistently assumed responsibility for the housing, health, or safety of that patient or person, and may include any of the following:

- A. In any case in which a qualified patient or person with an identification card receives medical care or supportive services, or both, from a clinic licensed pursuant to Health and Safety Code § 1200, *et seq.*, a health care facility licensed pursuant to Health and Safety Code § 1250, *et seq.*, a residential care facility for persons with chronic life-threatening illness licensed pursuant to Health and Safety Code § 1568.01, *et seq.*, a residential care facility for the elderly licensed pursuant to Health and Safety Code § 1569, *et seq.*, a hospice, or a home health agency licensed pursuant to Health and Safety Code § 1725, *et seq.*, the owner or operator, or no more than three employees who are designated by the owner or operator, of the clinic, facility, hospice, or home health agency, if designated as a primary caregiver by that qualified patient or person with an identification card.
- B. An individual who has been designated as a primary caregiver by more than one qualified patient or person with an identification card, if every qualified patient or person with an identification card who has designated that individual as a primary caregiver resides in the same city or county as the primary caregiver.
- C. An individual who has been designated as a primary caregiver by a qualified patient or person with an identification card who resides in a city or county other than that of the primary caregiver, if the individual has not been designated as a primary caregiver by any other qualified patient or person with an identification card.
- D. A primary caregiver must be at least 18 years old, unless the primary caregiver is the parent of a minor child who is a qualified patient or a person with an identification card or the primary caregiver is a person otherwise entitled to make medical decisions under state law pursuant to Family Code §§ 6922, 7002, 7050, or 7120.

“Qualified patient” means a person who is entitled to the protections of Health and Safety Code § 11362.5.

6.36.050 Delivery-Only Medical Cannabis Retailer Permit Required to Engage in or Operate a Delivery-Only Medical Cannabis Retailer.

It is unlawful for any person to engage in or operate a delivery-only medical cannabis retailer in the City unless the person possesses a valid delivery-only medical cannabis retailer permit from the City; and complies with all applicable law governing the delivery-only medical cannabis retailer, including the duty to obtain and maintain any required state license(s).

6.36.060 Applications.

- A. Delivery-only medical cannabis retailer permit applications must be made on a form approved by the City Manager, or designee, and accompanied by all information requested on the application.
- B. Each application must be accompanied by an application fee, the amount of which will be set by City Council resolution. Any application fee is in addition to any permit fee separately established by City Council resolution.
- C. The application must identify the address of the location where the delivery-only medical cannabis retailer is proposed to operate.
- D. No person may apply for a delivery-only medical cannabis retailer permit until and unless a conditional use permit issued pursuant to Title 21 authorizes a delivery-only medical cannabis retailer use at the subject location. A conditional use permit is required in addition to, and separately from, a delivery-only medical cannabis retailer permit required by this chapter. Before an application for a delivery-only medical cannabis retailer permit will be accepted by the City for processing, the applicant must provide, on a form approved by the City Manager, or designee, proof that the owner of the underlying property, or his/her/its authorized agent, authorized filing the application for a delivery-only medical cannabis retailer permit at the subject location. A copy of the conditional use permit authorizing a cannabis-related use on the subject property must accompany the application for a delivery-only medical cannabis retailer permit. Only one application per parcel will be accepted and processed by the City at a given time. If an application for a delivery-only medical cannabis retailer permit is denied, a subsequent application for a delivery-only medical cannabis retailer permit on the same parcel may be accepted by the City only after one year following the denial is final and all available administrative and judicial remedies are exhausted.
- E. Completed applications must be submitted to the City Manager, or designee. Only complete applications will be considered. An application is complete if it is submitted with all of the information requested therein, together with full payment of the application fee. Applications will be considered in the order they are received. The City Manager, or designee, may require supplemental information from any applicant before deeming an application complete. Such information must be provided to the City Manager, or designee, within seven business days. Failure to provide the information results in the application losing its priority in the queue and will not be considered "received" until the date that all requested supplemental information is provided to the City Manager, or designee.

- F. The City Council may, by resolution, establish minimum threshold qualifications for all delivery-only medical cannabis retailer permit applicants including, without limitation, qualifications relating to previous relevant business experience, criminal history, minimum liquid assets, and/or net worth. Every application for a delivery-only medical cannabis retailer permit must be accompanied by credible evidence demonstrating that the applicant meets or exceeds each of the threshold requirements established by the City Council.

6.36.070 Expiration.

Each delivery-only medical cannabis retailer permit issued pursuant to this chapter must be activated within 30 days after the City approves the delivery-only medical cannabis retailer permit. Activation occurs when the permittee pays all fees required by this chapter; accepts all conditions; provides evidence that it was issued a valid Conditional Use Permit; and provides evidence that it applied with the state of California for all required permits.

Each delivery-only medical cannabis retailer permit issued pursuant to this chapter expires twelve months after the date it is issued. Delivery-only medical cannabis retailer permits may be renewed as provided in this chapter.

6.36.080 Renewals.

- A. An application for renewal of a delivery-only medical cannabis retailer permit must be filed at least 60 calendar days before the expiration of the current permit.
- B. The renewal application must contain all the information required for a new application.
- C. The renewal application must be accompanied by a renewal fee established by City Council resolution.
- D. The renewal application must be denied if any of the following circumstances exists:
1. The renewal application is filed less than 60 calendar days before expiration of the permit.
 2. The delivery-only medical cannabis retailer permit is suspended at the time of the renewal application.

3. The delivery-only medical cannabis retailer has not been in regular and continuous operation in the four months before the renewal application.
 4. The delivery-only medical cannabis retailer failed to conform to the requirements of this chapter, any regulations adopted pursuant to this chapter, or applicable state law.
 5. The permittee does not possess a valid license from the State of California, if required by law.
- E. The City Manager, or designee, is authorized to make all decisions concerning applications for renewal. The City Manager, or designee, may impose additional conditions on a renewal permit if he or she determines it is necessary to ensure compliance with state or local laws and regulations or to preserve and protect the public health, safety, or welfare.
- F. If a renewal application is denied for any reason, the permittee will be barred from renewing the delivery-only medical cannabis retailer permit. If the permittee wishes to obtain another delivery-only medical cannabis retailer permit, they must file a new application as set forth in this chapter.
- G. The City Manager's decision with respect to a renewal application is the City's final decision.

6.36.090 Prohibition on Transfer of Delivery-Only Medical Cannabis Retailer Permits.

- A. It is unlawful for any person to operate a delivery-only medical cannabis retailer at any location other than the location specifically authorized and identified on a City-issued delivery-only medical cannabis retailer permit.
- B. No person may transfer an ownership interest, ownership, or control of a delivery-only medical cannabis retailer or transfer any delivery-only medical cannabis retailer permit issued under this chapter. It is unlawful for a delivery-only medical cannabis retailer permittee to sell or transfer a delivery-only medical cannabis retailer permit to another party. Any attempt to transfer an ownership interest or ownership of a delivery-only medical cannabis retailer, or of a delivery-only medical cannabis retailer permit, will automatically render the delivery-only medical cannabis retailer permit void.

6.36.100 Cannabis Permit Fee.

In consideration of the privilege for obtaining a delivery-only medical cannabis retailer permit pursuant to this chapter, and in addition to any other requirements of this chapter, a permittee must pay to the City the following:

A. Permit Fee.

1. During the term of any permit, the permittee will pay the City an annual fee (the "permit fee") as established by City Council resolution.
2. The permit fee is due and payable annually on the anniversary date of the permit without demand and upon filing of the report required by this section. Any fees or expenses charged to permittees by City pursuant to this section, or any other provision of the permit, unless disputed in good faith, must be paid when due or are deemed delinquent. Any undisputed delinquent amounts will accrue an interest rate of ten percent per annum. Any neglect, omission or refusal by permittee to pay any undisputed delinquent fee with any late charges, within 30 days of written demand for payment is grounds for the City to declare the permit forfeited pursuant to the procedures established by this chapter.
3. Payments must be made as determined by the City Manager, or designee. The permit fee must be paid annually during the term of the permit, including the year of granting the permit.

B. Annual Increase.

1. The amount of each annual payment of the permit fee is subject to an increase after the first year of the permit and each subsequent year.
2. The increase is based on the annual change in the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles- Riverside- Orange County area (1982-84 = 100), as published by the United States Bureau of Labor Statistics, Department of Labor, for the month of September immediately preceding the month in which payment is due and payable CPI for the year. If the Index is discontinued or revised during the term of this permit, such other governmental price index or computation with which it is replaced chosen by the City will be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

- C. Reports Required. A permittee must file with the City Clerk and Finance Director, on or before January 31st after the expiration of the calendar year, or fractional calendar year, following the date of the granting of this permit and on or before January 31st after the expiration of each calendar year thereafter, two copies of a report duly verified by the oath of the permittee or by the oath of a duly authorized representative of the permittee, showing for the immediately preceding permit period:
 - 1. The total gross receipts received by the permittee from the sale of cannabis and the use, operation or possession of this permit during the preceding calendar year, or fractional calendar year.
- D. Any neglect, omission or refusal by permittee to file the verified statement required by the permit, or to pay any required payments at the time and in the manner specified is grounds for the declaration of a forfeiture of this permit and of all rights and privileges of permittee hereunder, provided that permittee has not cured said neglect, omission, or refusal to file or pay within fifteen days following written notice from the City of failure to file or pay the required amount, or, if such neglect, omission or refusal is not reasonably subject to cure within such fifteen day period, permittee has not commenced to cure such neglect, omission or refusal within such fifteen day period and has not continued to prosecute such cure to completion.
- E. The fee required by this section is in addition to any taxes imposed upon a cannabis business.

6.36.110 Operations Plan Required.

A conditional use permit issued pursuant to this code for a delivery-only medical cannabis retailer permit must include, as a condition of approval, the operational standards set forth in this chapter. In addition, the conditional use permit must incorporate by reference an Operations Plan approved by the Police Chief, or designee.

6.36.120 Operational Standards.

- A. To operate, a delivery-only medical cannabis retailer must obtain and maintain both the proper license from the state of California and a delivery-only medical cannabis retailer permit as set forth in this chapter.
- B. Subject to the conditions imposed by this chapter, mobile delivery privileges may be suspended or terminated by the City Manager, or designee, as set forth in this chapter.

- C. It is unlawful for alcohol or tobacco to be sold by a delivery-only medical cannabis retailer. Further, it is unlawful for smoking, vaporization, ingestion or consumption of alcohol, tobacco or cannabis in any form, to occur on the premises of a delivery-only medical cannabis retailer.
- D. It is unlawful for cannabis or cannabis products to be publicly visible from the exterior of the property of a delivery-only medical cannabis retailer.
- E. All cannabis and cannabis products sold or otherwise made available at a delivery-only medical cannabis retailer must be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with applicable law.
- F. Each delivery-only medical cannabis retailer must provide the City Manager, or designee, with the name and telephone number of an on-site employee or owner to whom emergency notice can be provided. The telephone number provided must be capable of accepting recorded voice messages in the event the contact person does not answer.
- G. It is unlawful for any person under 21 years of age to be allowed on the premises of a delivery-only medical cannabis retailer unless such person possesses a valid identification card issued by the state of California.
- H. It is unlawful for any person to employ another person under the age of 21 at a delivery-only medical cannabis retailer.
- I. Uniformed security personnel must be employed to monitor all entrances and exits of the delivery-only medical cannabis retailer and to serve as a visual deterrent to unlawful activities during all hours of operation. Every security guard employed by or provided by the delivery-only medical cannabis retailer must be currently licensed by the state of California and in possession of a valid "guard card." The number of such security personnel must be set forth in the Operations Plan.
- J. Odor control devices and techniques must be incorporated in a delivery-only medical cannabis retailer to ensure that odors from cannabis are not detectable outside of the delivery-only medical cannabis retailer or in any tenant space or area adjacent to the delivery-only medical cannabis retailer.
- K. All law enforcement personnel seeking admission to the delivery-only medical cannabis retailer for the purpose of ascertaining compliance with the standards and regulations of this Code must always be given unrestricted access to all areas of the premises during hours of operation. Consent to such unrestricted access must be acknowledged by the permittee and included within the Operations Plan.

- L. All interior spaces of the retailer (except restrooms), and all entrances and exits to and from the premises, must be monitored by 24-hour video security surveillance of at least HD quality with night vision capability. The video security system must be compatible with software and hardware utilized by the City as determined by the Police Chief and set forth in the Operations Plan. Surveillance video must be recorded to a device that is securely located on the premises and all footage must be maintained for a minimum of 45 days. The video surveillance system specifications must be set forth in the Operations Plan before the City issues a certificate of occupancy for the delivery-only medical cannabis retailer.
- M. A delivery-only medical cannabis retailer must have a professionally installed, maintained, and monitored alarm system as approved through the Operations Plan.
- N. A delivery-only medical cannabis retailer must maintain a valid business license as required by this code.
- O. All food products, food storage facilities, food-related utensils, equipment and materials must be approved, used, managed and handled in accordance with Health & Safety Code § 113700, *et seq.* All food products must be protected from contamination at all times, and all food handlers must be clean, in good health, and free from communicable diseases. The Los Angeles County Department of Public Health may inspect the delivery-only medical cannabis retailer at any time during business hours to ensure compliance with applicable law.
- P. It is unlawful for a physician to be permitted in a delivery-only medical cannabis retailer at any time for the purpose of evaluating patients to issue a medical cannabis prescription or identification card.
- Q. As part of the Operations Plan, permittees must execute an agreement in a form approved by the City Attorney that defends and indemnifies the City of Monterey Park, along with its officials, officers, and employees, from any claim or liability arising from the City approving a delivery-only medical cannabis retailer permit. Such agreement must be secured with sufficient insurance, as determined by the City Attorney, and a surety, as approved by the City Attorney, to adequately protect the City from any and all liability.
- R. A delivery-only medical cannabis retailer permit is subject to all of the regulations and operational standards set forth in this section in addition to the conditions stated in the permit itself.

- S. Before dispensing medical cannabis or medical cannabis products to any person under the age of 21, the delivery-only medical cannabis retailer must verify that the person possesses a valid identification card.
- T. It is unlawful for any member of the public to be allowed on the premises of delivery-only medical cannabis retailer.
- U. A delivery-only medical cannabis retailer may sell by delivery medical cannabis, medical cannabis products, and medical cannabis accessories to a person 18 years of age or older who possesses a valid identification card under Health and Safety Code § 11362.71 and a valid government-issued identification card.

6.36.130 Minimum Age for Delivery Drivers.

It is unlawful for any person under the age of 21 to be allowed to serve as a delivery driver and no person or permittee can employ a person under the age of 21 for the purpose of making mobile deliveries of any cannabis product.

6.36.140 Driver May Not Carry More Than \$200.

No delivery driver may carry more than \$200 in cash while engaged in the service of delivering medical cannabis or medical cannabis products.

6.36.150 Enforcement, Generally.

A violation of this chapter constitutes a misdemeanor. The City Attorney may, at his or her discretion, reduce a violation to an infraction. Any violation of this chapter may also be abated as a public nuisance. The remedies provided by this chapter are cumulative and in addition to any other criminal or civil remedies.

6.36.160 Revocation and Suspension.

- A. In addition to any other penalty authorized by law, the City Manager, or designee, may suspend or revoke a delivery-only medical cannabis retailer permit for the following reasons:
 - 1. Upon learning or discovering facts that require permit denial under this chapter that were not previously disclosed or reasonably discoverable;
 - 2. If the permittee violates any condition imposed by this chapter or by the terms of the permit; or

3. Violation of any law of moral turpitude including, without limitation, a criminal conviction or civil liability arising from a complaint filed in a court of competent jurisdiction.
- B. Notice of Suspension or Revocation. If after having determined that adequate grounds exist the City Manager, or designee, elects to suspend or revoke a delivery-only medical cannabis retailer permit, the City Manager, or designee, must serve a notice of suspension or revocation on the permittee. The notice must state the reason(s) for the action and provide information regarding the right to a hearing before the City Manager. Except as otherwise provided, the suspension or revocation of the permit does not become effective until the time for filing a request for hearing has passed or, if a request for hearing is timely filed, until the decision of the City Manager, or designee, is final.
 - C. The notice of suspension or revocation will be sent to the business address indicated on the permit. Service is deemed complete one business day after deposit in the United States Mail.
 - D. A permittee that has been served with a notice of suspension or revocation may, within five business days, request a hearing before the City Manager, or designee. The request must be made on a form approved by the City Manager or designee.
 - E. If a timely request for a hearing is made by the permittee, the City Manager, or designee, will schedule a hearing within 30 days. The hearing may be held in the office of the City Manager, or designee, or at an alternative location designated by the City Manager, or designee. The permittee will be notified of the time and place of the hearing at least ten days before the scheduled date.
 - F. If the City Manager, or designee, determines, in his or her sole discretion, that the continued operation of the delivery-only medical cannabis retailer presents an imminent threat to the public health, safety or welfare, the suspension or revocation becomes effective immediately upon notice thereof. In such a case, if the permittee requests a hearing before the City Manager, or designee, the hearing will be scheduled within seven business days. The permittee will be notified of the time and place of the hearing at least 48 hours before the scheduled date. Notice may be given by any means reasonably calculated to provide actual notice to the permittee including, without limitation, mailed notice or telephonic notice.
 - G. The permittee may present written and/or oral testimony and evidence at the hearing and will be provided 30 minutes for a presentation. Formal rules of evidence and procedure applicable in a court of law do not apply. The City Manager, or designee, may, in his or her sole discretion, provide

the permittee additional time to present evidence, testimony and argument.

- H. The City Manager, or designee, will issue a written decision within 10 business days of the hearing. If the suspension or revocation was made immediately effective, the City Manager's written decision will be issued within five business days of the hearing. The City Manager's, or designee's, decision is the City's final decision.
- I. Effect of Revocation. If a delivery-only medical cannabis retailer permit is revoked, the former permittee is presumptively disqualified to apply for a new permit for a period of two years from the effective date of the revocation. This presumption may be overcome upon a showing of good cause as to why a permit should be issued following a revocation. Any such showing must be made to the City Manager's, or designee's, satisfaction.

SECTION 5. MPMC § 21.02.015 is added to the Monterey Park Municipal Code to read as follows:

"21.02.015 Consistency with State and Federal Law.

Unless otherwise specifically permitted by Title 21 of this Code, and notwithstanding any other provision to the contrary, no new use is permitted unless it is permitted by both State and Federal law."

SECTION 6. MPMC § 21.04.557 is repealed.

SECTION 7. MPMC § 21.04.571 repealed.

SECTION 8. Chapter 21.27 is added to the Monterey Park Municipal Code to read as follows:

"Chapter 21.27

CANNABIS-RELATED USES

21.27.010 Purpose.

The purpose of this chapter is to establish land use restrictions for delivery-only medical cannabis retailers. Nothing in this chapter is intended to authorize any activity that is contrary to California law.

21.27.020 Definitions.

Unless otherwise provided herein, the terms used in this chapter have the same meaning as set forth in Chapter 6.36.

21.27.030 Conditional Use Permit Required.

Except as otherwise provided by applicable law, it is unlawful for any person to maintain a cannabis-related use on any property in the City unless a valid conditional use permit authorizes the cannabis-related use on the subject property.

21.27.040 Location Restrictions.

- A. Delivery-only medical cannabis retailers are conditionally permitted in the C-S (Commercial Services) zone and are prohibited in all other zones.
- B. No conditional use permit may be issued for a cannabis-related business located on a parcel that is within 1,000 feet of any other parcel containing a “sensitive use,” including, without limitation, residences, schools, religious facilities, parks, licensed child daycare facilities, youth centers or licensed drug or alcohol rehabilitation facilities. For purposes of this section, “school” includes a pre-school, transitional kindergarten, K-12 school, whether public or private.
- C. Within 1,000 feet of any other parcel upon which a delivery-only medical cannabis retailer is operating.
- D. A delivery-only medical cannabis retailer permit may be renewed for a cannabis-related business located on a parcel that is within the distance limitations in this section if:
 - 1. The sensitive use located to the area after the subject delivery-only medical cannabis retailer permit was first issued;
 - 2. The subject delivery-only medical cannabis retailer permit has not lapsed for any period of time; and
 - 3. The cannabis-related business was in continuous operation.
- E. For purposes of this section, a temporary interruption of business activity due to fire, natural disaster or other force majeure is excused provided reasonable steps are taken by the permittee to resume business operations expeditiously. The prior, temporary suspension of the delivery-only medical cannabis retailer permit does not render a permit ineligible for renewal under this section provided the applicant otherwise qualifies for renewal pursuant to Chapter 6.36.
- F. The delivery-only medical cannabis retailer will utilize fewer than the minimum off-street parking spaces established by this Code.

21.27.050 Distance Measurements.

The distance between parcels will be the horizontal distance measured in a straight line from any property line of the sensitive use to the closest property line of the parcel on which the cannabis-related business is to be located, without regard to any intervening structures.

21.27.060 Operations Plan Required.

In addition to any other conditions of approval deemed necessary and appropriate by the approving authority, an operations plan, including a detailed cash management plan is required as a condition of approval for any delivery-only medical cannabis retailer. If the operations and/or cash management plan include confidential and/or proprietary information the City will respect the confidentiality of the information submitted by the applicant. The required content of the operations plan is set forth in Chapter 6.36.”

SECTION 9. Table 21.10(A) of MPMC § 21.10.030 is amended to add delivery-only medical cannabis retailers as a conditionally permitted use in the C-S zone as follows (no other changes to Table 21.10(A) are intended):

“Table 21.10(A)

* * *

Delivery-only medicinal cannabis retailer	X	X	X	X	C	X

* * **

SECTION 10. Environmental Review. The City reviewed the environmental impacts of this proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.* “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, *et seq.*, the “CEQA Guidelines”). No additional environmental review is required for this Ordinance pursuant to CEQA Guidelines § 15060(c)(2), § 15378(b)(5) § 15301 § 15303 and § 15061(b)(3). The proposed Ordinance is exempt from CEQA because it is a zoning text amendment which permits delivery of medicinal cannabis in the City’s commercial zone, which will not have a direct or reasonably foreseeable indirect physical change in the environment and does not qualify as a “project” under CEQA because it will not make physical changes to the environment. The proposed Ordinance is also exempt pursuant to CEQA Guidelines § 15301 and 15303 for activities that involve negligible or no expansion of use for existing facilities and for the conversion of existing small structure

for another use. Finally, the proposed Ordinance is exempt from CEQA under the common sense exemption that it will not affect the environment.

SECTION 11. *Zoning Amendment.* Pursuant to MPMC § 21.38.050, the City Council finds as follows:

- A. The MPMC amendments in this Ordinance are consistent with the goals, policies and objectives of the General Plan.
 - 1. The Ordinance is consistent with Policy 14.1 (Second-Hand Smoke Exposure — Outdoor Public Areas) of the Healthy Community Element of the General Plan as it does not affect MPMC Chapter 6.20 (Smoking Prohibited) which prohibits publicly smoking cannabis in many areas of the City.
 - 2. The Ordinance is consistent with Goal 1 (Commercial districts that allow a variety of retail, service, and entertainment uses and that accommodate flexibility over time) of the Land Use and Urban Design Element of the General Plan as it permits delivery-only medicinal cannabis retailers to operate in the C-S Zone with a conditional use permit, fulfilling Policy 1.1's (Flexibility) goal of providing flexibility regarding allowed uses in the City and Policy 1.3 (Economic Development) by encouraging businesses to locate in the City.
 - 3. The Ordinance is consistent with Goal 2 (Dynamic mix of businesses, uses, and employment that sustain a strong local economy and contributes to a fiscally sustainable tax base) of the Land Use and Urban Design Element of the General Plan and Policy 2.1 (Flexibility) and Policy 2.2 (Business Growth) by providing clear development and operational standards for delivery-only medicinal cannabis retailers to operate in and thrive economically.
 - 4. The Ordinance is consistent with Goal 1 (Fiscal Balance) of the Economic Development Element of the General Plan, which has its goals of preserving, retaining, and building the City's tax base. This Ordinance is consistent with Goal 1 and will meet Policy 1.2 as it will encourage the growth and relocation of industries that generate local tax and employment benefits to the City.
 - 5. The Ordinance is consistent with Goal 2 (Business Attraction and Retention) of the Economic Development Element of the General Plan as this Ordinance will help attract new businesses to the City without the need for incentives.

- B. This Ordinance will not adversely affect surrounding properties. This Ordinance adopts reasonable regulations that will ensure that non-storefront medicinal cannabis facilities in the C-S (Commercial Services) zone do not adversely affect surrounding properties.
- C. This Ordinance promotes public health, safety, and general welfare and serves the goals and purposes of the MPMC's zoning regulations. This Ordinance implements State law governing medicinal cannabis delivery facilities in the City to bring the MPMC into compliance with State law. Reasonable regulations are proposed to promote public health, safety, and general welfare in the City.

SECTION 12. *Validity of Previous Code Sections.* If the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the MPMC or other regulation by this Ordinance will be rendered void and cause such MPMC provision or other regulation to remain in full force and effect for all purposes.

SECTION 13. *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 project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 14. *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 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 15. *Preservation.* Repeal or amendment of any previous Code Sections 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 16. *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 provision or application and, to this end, the provisions of this Ordinance are severable.

SECTION 17. *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 18. *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 19. 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 20. *Effective Date.* This Ordinance becomes effective on the 30th day following its passage and adoption.

ORDINANCE NO. ____ HAD ITS FIRST READING ON XX, ITS SECOND READING ON ____, AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTEREY PARK AT ITS REGULAR MEETING OF ____.

Jose Sanchez, Mayor

ATTEST:

Maychelle Yee, City Clerk

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

By: _____
Ephraim Margolin, Deputy City Attorney

ATTACHMENT 2
City Council Staff Report, dated
December 20, 2023 (without attachments)



City Council Staff Report

DATE: December 20, 2023

AGENDA ITEM NO: Public Hearing - 4B

TO: The Honorable Mayor and City Council
FROM: Jessica Serrano, Director of Community Development
SUBJECT: A public hearing to consider possible action regarding Zoning Code Amendment No. 23-05 (ZCA-23-05) to comply with California law regarding medical cannabis delivery retailers

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening a public hearing and taking testimonial and documentary evidence;
2. After receiving verbal and written testimony, close the public hearing;
3. After discussing the evidence, adopt Urgency Ordinance No. _____ amending Monterey Park Municipal Code ("MPMC") Chapter 6.35 (Commercial Cannabis Activities) and adding Chapters 6.36 (Medical Cannabis Delivery) and 21.27 (Cannabis-Related Uses); and
4. Introduce and waive first reading of an Ordinance amending MPMC Chapter 6.35 (Commercial Cannabis Activities) and adding Chapters 6.36 (Medical Cannabis Delivery) and 21.27 (Cannabis-Related Uses). Second reading and adoption would occur on January 17, 2024; and
5. Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of this proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.* "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, *et seq.*, the "CEQA Guidelines"). No additional environmental review is required for this Ordinance pursuant to CEQA Guidelines § 15060(c)(2), § 15378(b)(5) § 15301 § 15303 and § 15061(b)(3). The proposed Ordinance is exempt from CEQA because it is a zoning text amendment which permits delivery of medical cannabis in the City's commercial zone, which will not have a direct or reasonably foreseeable indirect physical change in the environment and does not qualify as a "project" under CEQA because it will not make physical changes to the environment. The proposed Ordinance is also exempt pursuant

to CEQA Guidelines § 15301 and 15303 for activities that involve negligible or no expansion of use for existing facilities and for the conversion of existing small structure for another use. Finally, the proposed Ordinance is exempt from CEQA under the common sense exemption that it will not affect the environment.

The notice of exemption prepared for this project is contained in Attachment 4.

BOARD/COMMISSION REVIEW:

The Planning Commission, at its November 30, 2023 meeting reviewed the proposed ordinances. With a 3-0 vote, the Commission recommended to Council to adopt the draft Ordinance amending the City's regulations governing regarding medical cannabis delivery retailers.

EXECUTIVE SUMMARY:

The California Legislature adopted Senate Bill 1886 ("SB 1186") in 2022 which precludes cities from imposing regulations that have the effect of prohibiting medical cannabis delivery within the City and becomes effective on January 1, 2024. SB 1186 declares that any City regulation that does not allow a physical premises from which retail sale by delivery of medical cannabis may be conducted within the City has the effect of prohibiting medical cannabis delivery. Accordingly, the proposed ordinance will conditionally allow non-store front locations for the sale by delivery of medical cannabis in the Commercial Services Zone and impose reasonable regulations.

BACKGROUND:

SB 1186 (2022) is intended to increase access to medical cannabis. The California Legislature stated that access to medical cannabis has been adversely impacted by the Medicinal and Adult Use Cannabis Regulation and Safety Act, which gave cities the ability to ban all cannabis activity, including medical cannabis.

The MPMC currently prohibits all commercial cannabis facilities, including medical cannabis. MPMC § 6.35.030 prohibits all "commercial cannabis activity" within the City. "Commercial cannabis activity" is defined as the "cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, or sale of cannabis or a cannabis product." MPMP § 6.35.040 defines a cannabis "facility" to include "medical marijuana collective[s]." Medical marijuana dispensaries are also prohibited in residential zones by MPMPC § 21.08.030.

ANALYSIS

Pursuant to SB 1186, a City may not impose regulation of any of the following type that has the effect of prohibiting the retail sale by delivery of medical cannabis:

1. The number of medical cannabis businesses authorized to deliver medical cannabis in the local jurisdiction.
2. The operating hours of medical cannabis businesses.
3. The number or frequency of sales by delivery of medical cannabis.
4. The types or quantities of medical cannabis authorized to be sold by delivery.
5. The establishment of physical premises from which retail sale by delivery of medical cannabis within the jurisdiction is conducted by a licensed non-storefront retailer.

However, SB 1186 allows the City to impose reasonable regulations on the retail sale by delivery of medical cannabis through the City's police powers. Therefore, the City can adopt or enforce reasonable regulations on the non-storefront retail delivery of medical cannabis related to:

1. Zoning requirements.
2. Security or public health and safety requirements.
3. Licensing requirements.
4. Imposing or collecting applicable state or local taxes on retail sales of medical cannabis occurring within the City.
5. Regulations consistent with requirements or restrictions imposed on cannabis businesses by California law or regulations promulgated by the Department of Cannabis Control.

The proposed Ordinances will ensure that the MPMC is compliant with California law concerning medical cannabis effective on January 1, 2024, by:

1. Repealing MPMC § 9.102 (Medical Marijuana) which referenced a non-existent section of the MPMC;
2. Amending MPMC § 6.35.030 (Prohibition) to add a clause stating that all commercial cannabis activity is prohibited "without the permits required by this code";
3. Adding a new Chapter 6.36 to the MPMC (Medical Cannabis Delivery) which imposes operational standards on physical premises from which retail sale by delivery of medical cannabis is conducted;

4. Adding MPMC § 21.02.015 (Consistency with State and Federal Law) to clarify that “no new use is permitted unless permitted by both State and Federal law”;

5. Repealing MPMC § 21.04.557 (Marijuana) which defined marijuana;

6. Repealing MPMC § 21.04.571 (Medical Marijuana Dispensary) which defined “medical marijuana dispensaries”; and

7. Adding Chapter 21.27 (Cannabis-Related Uses) to the MPMC to establish land use restrictions for where delivery-only medical cannabis retailers are permitted in the Commercial Services Zone with a conditional use permit.

Overall, the proposed Ordinances, if adopted, help to achieve goals and objectives set by City Council and the Housing Element, and is consistent with California law.

In order for the City to ensure compliance with SB 1186 – which takes effect January 1, 2024 – one of the recommendations is for the City Council to adopt an urgency ordinance (upon 4/5 vote) that would take effect immediately. Additionally, the City Council would introduce a regular ordinance; adoption would be scheduled for the regular January 17, 2024 City Council meeting.

FISCAL IMPACT:

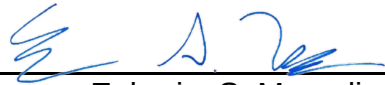
There are no identifiable fiscal impacts associated with adopting the Ordinances (other than administrative costs associated with codifying the Ordinance).

Respectfully submitted by:

Prepared by:



Jessica Serrano
Director of Community
Development



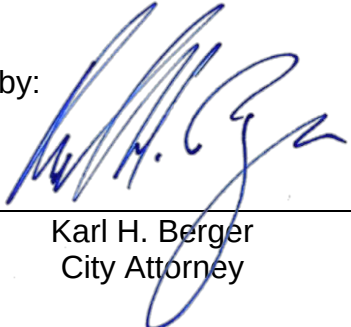
Ephraim S. Margolin
Deputy City Attorney

Approved by:

Reviewed by:



Inez Alvarez
City Manager



Karl H. Berger
City Attorney

ATTACHMENTS:

1. SB 1186 Legislative Text
2. Planning Commission Resolution No. 08-23

3. Urgency Ordinance No. _____ amending Section 6.35 (Commercial Cannabis Activities) of the Monterey Park Municipal Code and adding Chapters 6.36 (Medical Cannabis Delivery) and 21.27 (Cannabis-Related Uses)
4. Ordinance No. _____ amending Section 6.35 (Commercial Cannabis Activities) of the Monterey Park Municipal Code and adding Chapters 6.36 (Medical Cannabis Delivery) and 21.27 (Cannabis-Related Uses)
5. Notice of Exemption



City Council Staff Report

DATE: January 17, 2024

AGENDA ITEM NO: Consent Calendar - 3G

TO: The Honorable Mayor and City Council
FROM: Scott Wiese, Chief of Police
SUBJECT: Authorize the City Manager to Execute a Renewal Agreement Between the City of Monterey Park and Ezequiel Lopez Valasco, doing business as Efficient Janitorial Service

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an amendment to Agreement 1974-A, in a form approved by the City Attorney, with Ezequiel Lopez Valasco, doing business as Efficient Janitorial Services, in an amount of \$68,303.78; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On November 2, 2016, the City Council approved a contract with Ezequiel Lopez Valasco, doing business as Efficient Janitorial Service to provide custodial services to the Monterey Park City Jail. Efficient Janitorial has provided exceptional service to the City of Monterey Park during the term of the agreement and staff is seeking to amend the agreement to extend the term for an additional two years.

Efficient Janitorial Services' initial renewal proposal included a 7.5% per year rate increase, for a cumulative 15% rate increase over a two-year renewal period. Staff negotiated the following terms with Efficient Janitorial Services: a two-year extension of current contract. The rate negotiated is below the Consumer Price Index ("CPI") for the immediately preceding 12-month reporting period, which was 3.2% for 2022 and 8.5 % for 2021 for a total of 11.7% for the previous 24 months. Funds are appropriated in the approved 2023-2024 Fiscal Year budget within budget line items 1013113-5314 and 1013113-5254.

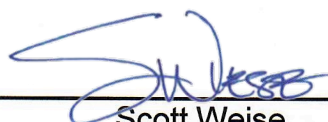
BACKGROUND:

Efficient Janitorial participated in the Request for Proposal ("RFP") process along with two other janitorial companies in October 2016. Efficient Janitorial Services submitted the lowest bid and was awarded a 3-year contract at a cost of \$83,766.00 with an optional 2-year extension. The City exercised the 2-year extension option for the 2019-2020 and 2020-2021 fiscal years at a total cost of \$58,809.00. In November 2021 another 2-year extension was approved at a total cost of \$62,540.36. The new renewal agreement will include the same scope of work, with a new 2-year term.

FISCAL IMPACT:

The 2023-2024 fiscal year cost will be \$33,318.92 and the cost for 2024-2025 fiscal year will be \$34,984.86 (a total of \$68,303.78 for the 2 years). Funds have been appropriated in the approved 2023-2024 fiscal year budget in accounts 1013113-5314 and 1013113-5254.

Respectfully submitted by:



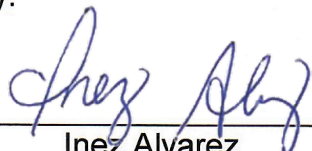
Scott Weise
Chief of Police

Prepared by:



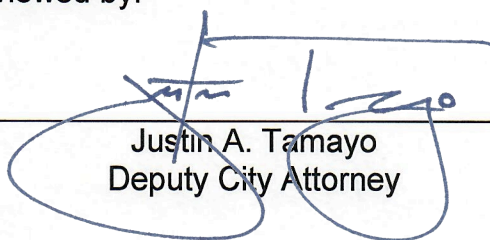
Bob Hung
Lieutenant

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Justin A. Tamayo
Deputy City Attorney

ATTACHMENTS:

1. RFP #818 for Jail Facility Custodial Services
2. Proposal from Efficient Janitorial Services

ATTACHMENT 1
RFP #818 for Jail Facility Custodial Services

City of Monterey Park



REQUEST FOR PROPOSALS RFP NO. 818

FOR

**CUSTODIAL SERVICES
FOR THE MONTEREY PARK POLICE JAIL FACILITY**

KEY RFP DATES

Issue Due: September 15, 2016

Mandatory Walk-Through Meeting: September 29, 2016 at 10:00 a.m.

Proposal Due Date: October 13, 2016 by 2:00 p.m.

SEND TO:

**City of Monterey Park Police Department
Attention: Sergeant Paul Villalobos
Re: RFP No. 818
320 W Newmark Avenue
Monterey Park, CA 91754**

RFP #818
CUSTODIAL SERVICES

TABLE OF CONTENTS

- I. INTRODUCTION**
- II. ABOUT THE CITY**
- III. BACKGROUND**
- IV. REQUIREMENTS AND SCOPE OF WORK**
- V. PROPOSAL REQUIREMENTS AND CONTENTS**
- VI. PROPOSAL SUBMITTAL**
- VII. PROPOSAL TERMS AND CONDITIONS**
- VIII. TIMELINE**
- IX. SAMPLE CONTRACT**

RFP #818
CUSTODIAL SERVICES

I. INTRODUCTION

The City of Monterey Park is seeking proposals from qualified proposers, also hereinafter referred to as the Contractor or Vendor, to provide CUSTODIAL SERVICES for the Police Department Jail, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The City of Monterey Park reserves the right to reject any or all proposals submitted, waive any informality in proposals, and to accept or reject any items thereon.

II. ABOUT THE CITY

Monterey Park is located in Los Angeles County, California at 320 West Newmark Avenue; Monterey Park. It is a municipality with a service area of approximately 7.73 square miles. Monterey Park is a full service City, operating under the Council/Manager form of government, offering its residents a wide range of municipal services in public safety, highways and streets, sanitation, water and sewer services, development and public infrastructure improvements, culture and leisure programming, general government functions, and others.

III. BACKGROUND

It is the intent of these specifications to provide Custodial Services to the Monterey Park Police Department Jail.

IV. REQUIREMENTS AND SCOPE OF WORK

Vendor must submit a response to each item in the below Scope of Services. Responses must be formatted and submitted with the proposal.

1. **It is the intent of these specifications to provide CUSTODIAL SERVICES for the City's Police Jail Facility.**
2. **All services shall be performed by trained and supervised staff in a professional manner in conformance with standard and acceptable business practices. Materials, supplies, and equipment furnished by the contractor shall be of equal quality to the most suitable grade of each article as it is used in standard acceptable building maintenance operations and are subject to the approval of the City.**
3. **The City will furnish:**
 - A. **Electrical power and hot and cold water.**
 - B. **All necessary cleaning supplies (mops, mop heads, brooms, cleaners, disinfectants, trash can liners, hand soaps, toilet tissue, paper towels, etc).**

RFP #818
CUSTODIAL SERVICES

4. A limited amount of storage space for Contractor's tools, equipment, and supplies shall be provided by the City. This space shall be kept orderly and clean by the Contractor and shall conform to requirements for safety and fire prevention. Combustible materials shall not be stored in buildings. Dust mops and treated cloths shall be stored in Underwriters Lab Approved containers. Contractor shall provide additional shelves, hooks, racks etc. necessary for proper storage of tools, equipment and supplies. All permanently installed fixtures become property of the City at the termination of the service agreement.
5. Emergency conditions brought about by plumbing failure, etc., shall be reported promptly in accordance with instructions furnished the Contractor. Contractor's employees shall be diverted from their regular duties to clean-up in the event of emergencies. No additional charges shall be made for such diversions unless extra labor is required to meet normal assignments.
6. Contractor shall provide coverage for emergencies. Proposals must include an hourly cost breakdown for extra labor in case of emergency coverage or additional services that may be required.
7. Contractor will furnish all qualified labor to satisfactorily perform the custodial services specified herein at the frequencies and during the time shown. It is intended that the services include all functions normally considered consistent with satisfactory custodial work, whether or not specifically listed herein.
8. Contractor must be willing to work with the Jailer regarding work schedule.
9. **CONTRACTOR'S EMPLOYEES**
 - A. **General:** Employees are not to disturb papers on desk; open drawers, cabinets, files or book cases; refrigerators, or use telephones, computers, office machines, kitchen appliances, televisions, games, etc.
 - B. **Compliance with Building Regulations:** Employees shall comply with all regulations issued by the City governing admittance into facilities.
 - C. **Employee Qualifications:** All employees assigned by the Contractor shall be fully capable, experienced, and trained in the work they are employed to perform. They shall be physically able to do their work and be free from any communicable disease. The Contractor shall submit names and addresses of all employees engaged in work specified herein or having access to the buildings in an inspecting or supervisory capacity and will require the completion of applications or fingerprint cards as required.
 - D. **Clearance of Personnel:** The City shall have and exercise full and complete control over granting, denying, withholding, or terminating clearances for Contractor's employees. Employees whom the City deems careless, discourteous, or otherwise objectionable or who do not meet standards required for security or other reasons, will be prohibited from entering the building to perform work.
 - E. **Prior to the execution of the maintenance agreement, contractor must provide proof of employee bonding to the City Clerk in the amount of not less than \$5,000 per employee who will be working in City's Police Jail.**

RFP #818
CUSTODIAL SERVICES

- F. Contractor shall comply with the requirements of the Displaced Janitor Opportunity Act, set forth in California Labor Code section 1060 et seq., which in part states that Contractor "shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract." (California Labor Code section 1061(b)(1).)
10. All materials and services included in the contract shall be in compliance with all Federal and State OSHA laws.
 11. Insurance: The contractor shall provide a copy of their existing liability insurance in the amounts of \$2,000,000 per occurrence naming the City of Monterey Park and its employees and officers, as additionally named insured. Before a contract is entered into with the successful vendor, the bidder shall present evidence in writing to the City that he has current Liability, Vehicle, and Workers Compensation Insurance (if applicable).
 12. The City reserves the right to negotiate for higher level, lower level, or additional services.
 13. The term of this contract shall be thirty-six (36) months from the date of signing, provided the service remains satisfactory and the Contractor adheres to the conditions of the maintenance contract. The contract may be renewed for an additional twenty-four (24) months upon mutual consent. At any time, however, this agreement may be terminated by either party by giving written notice of such termination at least thirty (30) days prior to the date of termination.
 14. Inspections of the City facilities involved in this contract will be performed at least once a week by the Maintenance Manager or his Designated Monitors for the area to be cleaned. When contract violations or discrepancies occur, the first warning will be verbal, and the second violation for the same type of offense will be a written warning. Unless satisfactory corrective action occurs within eight (8) hours for major health problem violations or within twenty-four (24) hours of notification for successive violations, a Written Notice of Violation will be created. The Written Notice of Violation will be a permanent part of the contractual record, and can be referenced for a possible termination of the contract. If more than three (3) Written Notices of Violation occur within a month for the same type offense, particularly related to health violations (such as not cleaning restrooms, kitchen areas, etc.), this will be considered Noncompliance Default of Contract and the contract can be terminated.
 15. The City may by written notice terminate the contract for Contractor's default if the contractor refuses or fails to comply with the provisions of the maintenance contract. Also, if the contractor fails to cure or correct services not handled properly within the time specified, or within any written extension time given by the City, the City may secure the service elsewhere, and the Contractor shall be liable to the City for any excess costs incurred. The City reserves the right to prorate monthly payment for areas not cleaned according to bid specifications.
 16. At the discretion of the City, the Contractor may be required to fill out and initial forms provided by the City to indicate the completion of duties required on a daily, weekly, monthly and quarterly basis. Failure to utilize or provide accurate information on the forms supplied by the City may result in termination of the contract.

RFP #818
CUSTODIAL SERVICES

17. Contractor shall indemnify, defend, keep, and hold the City harmless from any and all costs, liability, damage, or expenses by anyone by reason of injury to or death of persons, damage to or destruction of property, including property of Contractor, arising out of Contractor's transportation, sale and delivery to the Point(s) of Delivery as a proximate result of the acts or omissions of Contractor and Contractor's subcontractors of any tier and its or their directors, officers, servants, agents, employees, or their successors.

CUSTODIAL SERVICES

JAIL FACILITIES CUSTODIAL SPECIFICATIONS

A. DAILY SERVICES – Provide a person seven days a week from 5:00 a.m. to 10:00 a.m.:

1. Scrub and mop all concrete floors with an approved disinfectant cleaner.
2. Empty all trash containers and remove trash to pickup areas. Maintain and replace plastic liners.
3. Thoroughly clean with a germicidal solution all counters, water fountains, shower stall, cell bars located in booking area, and all cells.
4. Wipe down all mattresses with a germicidal solution.
5. Keep all tiled surfaces including tile joints, corners and edges free of dirt, stains, and soap or mineral deposits.
6. Clean, polish and sanitize all stainless steel surfaces in the jail.

B. THREE TIMES WEEKLY – (days to be designated by Jail Supervisor):

1. Scrub down all Jail surfaces with a germicidal solution including all walls, light fixtures, and diffusers and ceilings.
2. Sweep Sally Port area and remove all trash to pickup areas.

RFP #818
CUSTODIAL SERVICES

V. PROPOSAL REQUIREMENTS AND CONTENTS

Each vendor shall meet all of the specifications. Non-substantial deviations may be considered provided the vendor submits a full description and explanation of, and justifications, for the proposed deviations. Final determination of any proposed deviation will be made by the City of Monterey Park.

The City of Monterey Park, California, reserves the right to purchase the proposal, which in our opinion represents the best value to the City for the duty to be performed.

The proposals submitted for this project are to follow the outline described below and must address all requested information. Any additional information that the vendor wishes to include should be included in an appendix to the proposal.

SECTION 1 – Introduction

Provide a brief description of the vendor and a statement of qualifications for performing the requested services.

SECTION 2 – Experience

Provide a summary of the vendor's prior experience with similar projects. This section should include specific and detailed descriptions of similar projects performed previously, project results, client name, contact information, and year completed.

SECTION 3 – Project Overview

Provide a narrative description of the project, based on the scope of work presented in the RFP. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview.

SECTION 4 – Detailed Work Plan

Respond to all requirements defined in the scope of work. If any of the requirements cannot be supported, provide a recommendation for an alternative approach. Provide a description of the required tasks for the implementation and post-implementation support. Include the tasks needed to complete the project and any recommended additions to the requirements. Also document assumptions used in development of the work tasks, including assistance needed from City staff, and required hardware and software.

SECTION 5 – Project Schedule

Include a project schedule for each key focus area of the project, as identified in the scope of work and a date for completion and to "go live."

SECTION 6 – Project Cost

Provide a cost proposal identifying costs related to the location specified in this RFP, implementation, and ongoing costs. This cost proposal must specify the Monthly and Annual cost for the location listed in the proposal.

SECTION 7 – Project Alternatives

Describe how the cost of the proposal could be reduced if necessary. Identify the tasks that would be eliminated or scaled back.

SECTION 8 – Project Team

Identify the project team (including proposed sub-consultants), with key tasks and associated responsible personnel. Provide an organization chart depicting the project team members proposed by the vendor. Also identify the geographic locations of the vendor and key personnel.

RFP #818
CUSTODIAL SERVICES

SECTION 9 – Conflicts of Interest

Vendors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the vendor, management, or employees of the vendor or other persons relative to the services to be provided. If a vendor has no conflicts of interest, include a statement to that effect in the proposal.

SECTION 10 – Insurance

Provide summary of the vendors (and sub-consultant's) insurance coverage. Requirements for minimum limits and types of insurance are identified in the sample contract attached as **EXHIBIT A**.

SECTION 11 – Signatures

The proposal must be signed by an official authorized to bind the vendor and must expressly state that the proposal is valid for 90 days.

SECTION 12 – Sample Billing

Please provide a sample billing to indicate how your bills would be presented to the City clearly showing the work provided and the specific locations for the service being provided.

VI. PROPOSAL SUBMITTAL

Submit **three (3)** copies of the proposal to:

City of Monterey Park Police Department
Attention: Sergeant Paul Villalobos
Re: RFP No. 818
320 W Newmark Avenue
Monterey Park, CA 91754

The proposal shall be enclosed in an envelope, which shall be sealed and addressed as stated above. Only one proposal per envelope. Additionally, the completed proposal should be clearly labeled with the proposal title and name of proposing vendor.

The deadline for submittal is **by and no later than 2:00 p.m. on October 13, 2016**. Proposals delivered after the deadline or to the wrong location may be rejected and returned un-opened.

VII. PROPOSAL TERMS AND CONDITIONS

There is no expressed or implied obligation of the City of Monterey Park to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et. seq.), unless exempt.

The City of Monterey Park reserves the right to reject any or all proposals submitted and/or waive any irregularity.

During the evaluation process, the City of Monterey Park City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

This RFP does not constitute any form or offer to contract.

RFP #818
CUSTODIAL SERVICES

Part of the contract process will include a standard livescan background fingerprinting for a criminal history check is made on all potential custodians through the completion of a Department of Justice (DOJ) Live Scan. Only those custodians that have gone through the Live Scan process and have been approved by the Monterey Park Police Department will receive approval to work at City Locations according to the specifications of this contract.

VIII TIMELINE (Dates are approximates and are subject to change)

Request for Proposal Release	September 15, 2016
*Mandatory Conference/Walk-Through	September 29, 2016, at 10:00 a.m.
Proposals Due	October 13, 2016, by 2:00 p.m.

*Mandatory Conference/Walk-Through
Location: City Hall Community Room
320 W. Newmark Ave.
Monterey Park. CA. 91754

IX. SAMPLE CONTRACT See Exhibit A

RFP #818
CUSTODIAL SERVICES

Proposal Due Date: October 13, 2016, by 2:00 p.m.

SEND TO:

**City of Monterey Park Police Department
Attention: Sergeant Paul Villalobos
Re: Bid No. 818
320 W Newmark Avenue
Monterey Park, CA 91754**

ATTACHMENT 2

Proposal from Efficient Janitorial Services



REQUEST FOR PROPOSAL RFP NO. 818

For Custodial Services for the Monterey Park Police Jail Facility

Efficient Janitorial Services
Ezequiel Lopez Velasco
ezequiellopez763@gmail.com
Tel. (626) 232-2594

Table of Contents

I.	Introduction	Page 3
II.	Experience	Page 3
III.	Project Overview	Page 4
IV.	Detailed Work Plan	Page 5
V.	Project Schedule	Page 9
VI.	Project Cost	Page 9
VII.	Project Alternatives	Page 10
VIII.	Project Team	Page 10
IX.	Conflicts of Interest	Page 10
X.	Insurance	Page 10
XI.	Signatures	Page 11
XII.	Sample Billing	Page 11

I. Introduction

My name is Ezequiel Lopez Velasco and I have performed custodial services for the Police Department of Monterey Park for the past 20 years through different custodial companies. I know that I am well qualified for the opening contracting position because of my vast years of experience.

When it comes to performing janitorial services, I know not to disturb papers on desk and/or invade the police officers personal/private property. I am competent with the Building Regulations governing admittance into facilities.

II. Experience

Throughout the past 20 years I have complied with the jail facilities custodial specifications. The specifications that I have performed are as follows:

City of Monterey Park- September 5, 2016- Current 2016

Contact Information: 320 W. Newmark Ave Monterey Park, CA 91754 Tel. 626.307.1435

Daily Services:

Sweep and mop the hallways of the prison cell/facilities this includes rooms starting from the entrance to the end of the prison cell room/facilities. Clean the showers and restroom with germicidal solutions. Also clean dispatch room; this includes cleaning sink, mirror and toilet with germicidal solutions. Sweep and mop floors and vacuum carpet area. Empty trash containers and replaced with new trash bag. When the dispatch room is being clean it is done with minimal noise and distraction to the workers due to the severity of their job. Additional cleaning that I do for the premises Police Department of Monterey Park **includes:**

1. Scrub and mop all concrete floors with approved disinfecting cleaners.
2. Emptying all trash containers and removing trash to pick up areas. Maintaining and replacing plastic liners.
3. Using germicidal solutions to clean all counters, water fountains, shower stalls, cell bars located in booking areas, and all cells.
4. Wipe down all mattresses with germicidal solutions.
5. Keep all tile surfaces including tile joints, corners and edges free of dirt, stains, and soap or mineral deposits.
6. Cleaning, polishing, sanitizing all stainless steel surfaces in the jail.

Every other day Services:

1. Scrubbing down all jail surfaces with germicidal solutions including all walls, light fixtures, and diffusers in ceilings.
2. Sweeping sally port area and removing all trash to pick up areas.

Come Land Maintenance Company- 2003-2016

Contact Information: 1419 N. San Fernando Blvd. #250 Burbank, CA 91504 Tel. 818.567.2455

Sweep and mop the hallways of the prison cell/facilities this includes rooms starting from the entrance to the end of the prison cell room/facilities. Clean the showers and restroom with germicidal solutions. Also clean dispatch room; this includes cleaning sink, mirror and toilet with germicidal solutions. Sweep and mop floors and vacuum carpet area. Empty trash containers and replaced with new trash bag. When the dispatch room is being clean it is done with minimal noise and distraction to the workers due to the severity of their job. Additional cleaning that I do for the premises Police Department of Monterey Park **includes:**

Daily Services:

1. Scrub and mop all concrete floors with approved disinfecting cleaners.
2. Emptying all trash containers and removing trash to pick up areas. Maintaining and replacing plastic liners.
3. Using germicidal solutions to clean all counters, water fountains, shower stalls, cell bars located in booking areas, and all cells.
4. Wipe down all mattresses with germicidal solutions.
5. Keep all tile surfaces including tile joints, corners and edges free of dirt, stains, and soap or mineral deposits.
6. Cleaning, polishing, sanitizing all stainless steel surfaces in the jail.

Every other day Services:

1. Scrubbing down all jail surfaces with germicidal solutions including all walls, light fixtures, and diffusers in ceilings.

III. Project Overview

It is my intent to provide Custodial Services for the City's Police Jail Facility. All the services I provide shall be in a professional manner in conformance with standard and acceptable business practices. I understand that the City's Jail Facility will provide materials, supplies, and equipment. I will keep the space orderly and clean to conform with requirements for safety and fire prevention. I will not keep combustible materials stored in buildings. The dust mops and treated clothes shall be stored in Underwriters Lab Approved containers once finished with their use. I understand that all permanently installed fixtures become property of the City at the termination of the service agreement. I will report emergency conditions immediately and will divert from my regular duties, if necessary, to clean-up. No additional charges will be made unless I use extra labor to meet normal assignments. I will provide coverage for emergencies

(refer to section IV number 6 under detailed work plan). I will provide the best custodial services even if they are not listed under the requirements. My work schedule will adhere to the Jailer's schedule. Please refer to Section IV number 9 regarding my understanding of Contractor's Employees. I am competent with all Federal and State OSHA laws. My insurance adheres to the required liability insurance necessary to obtain contract. I am aware that the City reserves the right to negotiate for higher level, lower level, or additional services. I understand all terms of contract and the process of renewal or termination. I have a full understanding of the contract violations and discrepancies and how there will be verbal and or written warnings. I understand that the City holds a right to terminate my contract if I refuse or fail to comply with the provisions of the maintenance contract and prorate monthly payment for areas not cleaned, according to my bid specifications. If the City chooses to provide forms that indicate the completion of duties, I will fill out and initial. I shall indemnify, defend, keep, and hold the City harmless from any and all costs, liability, damage, or expenses by anyone by reason of injury to or death of persons, damage to or destruction of property, including my property, arising out of my transportation, sale and delivery to the Point(s) of Delivery as a proximate result of the acts or omissions of Contractor and Contractor's subcontractors of any tier and its or their directors, officers, servants, agents, employees, or their successors.

I will provide daily services of scrubbing and moping all concrete floors with approved disinfecting cleaners. I will empty all trash containers and remove trash to pick up areas. I will maintain and replace plastic liners. I will use germicidal solutions to clean all counters, water fountains, shower stalls, cell bars located in booking areas, and all cells. I will wipe down all mattresses with germicidal solutions. I will keep all tile surfaces including tile joints, corners and edges free of dirt, stains, and soap or mineral deposits. I will clean, polish, sanitize all stainless steel surfaces in the jail. Every other day I will scrub down all jail surfaces with germicidal solutions including all walls, light fixtures, and diffusers in ceilings. I will also sweep sally port area and removing all trash to pick up areas.

Relating to this project, after 20 years of experience, I know I am competent enough to perform the custodial services that the City requests. I have acquired the skills to work fast and efficiently.

IV. Detailed Work Plan

Response to Requirements and Scope of Work:

1. It is the intent of this specifications to provide custodial services for the City's Police Jail facility.
 - a. Understood.
2. All services shall be performed by trained and supervised staff in a professional manner in conformance with standard and acceptable business practices.

Materials, supplies, and equipment furnished by the contractor shall be of equal quality to the most suitable grade of each article as it used in standard acceptable building maintenance operations and are subject to the approval of the city.

- a. Understood.
3. The city will furnish:
 - a. electrical power and hot and cold water
 - b. all necessary cleaning supplies (mops, mop heads, brooms, cleaners, disinfectants, trashcan liners, hand soaps, toilet tissue, paper towels, etc.)
 - c. Understood both a and b.
4. Unlimited amount of storage space for contractor's tools, equipment, and supplies shall be provided by the city. This space shall be kept orderly and clean by the contractor and shall conform to requirements for safety and fire prevention. Combustible materials shall not be stored in buildings, dust mops and treated cloths shall be stored in underwriter's lab. Contractor shall provide additional shelves, hooks, racks etc. necessary for proper storage of tools, equipment and supplies. All permanently installed fixtures become property of the city at the termination of the service agreement.
 - a. Understood.
5. Emergency conditions brought about by plumbing failure, etc., shall be reported promptly in accordance with instructions furnished the contractor. Contractor's employees shall be diverted from their regular duties to clean up in the event of emergencies. No additional charge should be made for such diversions unless extra labor is required to meet normal assignments.
 - a. Understood.
6. Contractors shall provide coverage for emergencies. Proposals must include an hourly cost breakdown for extra labor in case of an emergency coverage or additional service that may be required.
 - a. Understood.

Emergencies	Hourly
Within business hours 5:00 am-10:00 am	\$0.00
After business hours 5:00 am-10:00 am	\$25.00 every hour

7. Contractor will furnish all qualified labor to satisfactorily perform the custodial services specify herein at the frequencies and during the time shown. It is intended that the services include all functions normally considered consistent with satisfactory custodial work, whether or not specifically listed herein.
 - a. Understood.
8. Contractor must be willing to work with the Jailer regarding work schedule.
 - a. Understood.
9. Contractors employees

- a. General: employees are not to disturb papers on desk; open drawers, cabinets, files or book cases; refrigerators or use telephones, computers, offices machines, kitchen appliances, televisions, games, etc.
 - b. Compliance with Building Regulation: Employees shall comply with all regulations issued by the city governing admittance.
 - c. Employee Qualifications: All employees assigned by the contractor shall be fully capable, experienced, and trained in the work they are employed to perform. They shall be physically able to do their work and be free from any communicable disease. The contractor shall submit names and addresses of all employees engaged in work specified herein or having access to the building inspecting or supervisory capacity and will require the completion of application of fingerprint cards as required.
 - d. Clearance of Personnel: The city shall and exercise full and complete control over granting, denying, withholding, or terminating clearances for contractor's employees. Employees whom the city deems careless, discourteous, or otherwise objectionable or who do not meet standards required for security or other reasons, will be prohibited from entering the building to perform work.
 - e. Prior to the execution of the maintenance agreement, contractor must provide proof of employee bonding to the city clerk in the amount of not less than \$5000 per employee who will be working in cities police jail.
 - f. Contractor shall comply with the requirements of the Displaced Janitor Opportunity Act, set forth in California Labor Code section 1060 et seq., which in part states that Contractor "shall retain, for a 60 day transition employment period, employees who have been employed by that terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successors service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employees performance or conduct while working under the terminated contract." (California labor code section 1061(b)(1).)
 - g. a-f, Understood.
10. All materials and services included in the contract shall be in compliance with all federal and state OSHA laws.
- a. Understood.
11. Insurance: The Contractor shall provide a copy of their existing liability insurance in the amount of \$2 million per occurrence naming the City of Monterey Park and its employees and officers, as additionally named insured. Before a contract is entered into the successful vendor, the bidder shall present evidence in writing to the City that he has current Liability, Vehicle, and Workers Compensation Insurance (if applicable).
- a. Understood, but no vehicle insurance will be covered.

12. The city reserves the right to negotiate for a higher level, lower level, or additional services.
 - a. Understood.
13. The term of this contract shall be 36 months from the date of signing, provided the service remains satisfactory and the Contractor adheres to the conditions of the maintenance contract. The contract may be renewed or an additional 24 months upon mutual consent. At any time, however, this agreement may be terminated by either party by giving written notice of such termination at least 30 days prior to the date of termination.
 - a. Understood.
14. Inspections of the city facilities involved in this contract will be performed at least once a week by the maintenance manager or his designated monitors or the area to be clean. When contract violations or discrepancies occur, the first warning will be verbal, and the second violation for the same type of offense will be written warning. Unless satisfactory corrective action occurs within eight hours for major health problem violations or within 24 hours of notification for successive violations, a written Notice of Violation will be created. The Written Notice of Violation will be a permanent part of the contractual record, and can be referenced for a possible termination of the contract. If more than three Written Notice of Violation occur within a month for the same type offense, particularly related to health violations (such as not cleaning restrooms, kitchen areas, etc.), this will be considered Noncompliance Default of Contract and the contract can be terminated.
 - a. Understood.
15. The City may by written notice terminate the contract for Contractor's default if the contractor refuses or fails to comply with the provisions of the maintenance contract. Also, if the contractor fails to cure or correct services not handled properly within the time specified, or within any written extension time given by the City, the City may secure the service elsewhere, and the Contractor shall be liable to the City for any excess costs incurred. The City reserves the right to prorate monthly payment for areas not cleaned according to bid specifications.
 - a. Understood.
16. At the discretion of the city, the contractor may be required to fill out and initial forms provided by the city to indicate the completion of duties required on a daily, weekly, monthly and quarterly basis. Failure to utilize or provide accurate information on the form supplied by the city may result in termination of the contract.
 - a. Understood.
17. Contractor shall indemnify, defend, keep, and hold the City harmless from any and all costs, liability, damage, or expenses by anyone by reason of injury to or death of persons, damage to or destruction of property, including property of Contractor, arising out of Contractor's transportation, sale and delivery to the Point(s) of Delivery as a proximate result of the acts or omissions of Contractor

and Contractor's subcontractors of any tier and it's or their directors, officers, servants, agents, employees, or their successors.

a. Understood.

V. Project Schedule

To go live once hired by City of Monterey Park Police Department

Work Hours consist of seven days a week from 5:00 am to 10:00 am	
Daily Services	Time management
Scrub and mop all concrete floors with an approved disinfectant cleaner	30 minutes
Emptying all trash containers and removing trash to pick up areas. Maintaining and replacing plastic liners	20 minutes
Using germicidal solutions to clean all counters, water fountains, shower stalls, cell bars located in booking areas, and all cells	45 minutes
Wipe down all mattresses with germicidal solutions.	45 minutes
Keep all tile surfaces including tile joints, corners and edges free of dirt, stains, and soap or mineral deposits.	20 minutes
Cleaning, polishing, sanitizing all stainless steel surfaces in the jail.	30 minutes
Dispatch Room	30 minutes
Three times weekly	
*Scrubbing down all jail surfaces with germicidal solutions including all walls, light fixtures, and diffusers in ceilings.	1 hour
*Sweeping sally port area and removing all trash to pick up areas.	20 minutes
*Time management subject to change to accommodate weekly duties.	Total 5 hours

VI. Project Cost

Custodial Services for the Monterey Park Police Jail Facility

(Including services found in "Section V. Project Schedule" of this proposal)

Project Cost Proposal	
Monthly cost	\$2,585.42
Annually cost	\$31,025.00

Emergency Cost	Hourly
Within business hours 5:00 am- 10:00 am	\$0.00
After business hours 5:00 am- 10:00 am	\$25.00 every hour

II. Project Alternatives

Proposal NO. 818 Custodial Services for the Monterey Park Police Jail Facility did not include dispatch room. As a Janitor for the Monterey Park Police Jail Facility my duties included cleaning the dispatch room. Before working with the Monterey Park Jail Facility I was working for Come Land Maintenance Company that also included cleaning the dispatch room. My project cost includes the dispatch room. The cost of proposal can be reduced if necessary by eliminating cleaning of the dispatch room*.

*Project Alternative Cost	
Monthly cost	\$2,326.66
Annually cost	\$27,922.50

VIII. Project Team

There will be no sub-consultants or project team. I am self-employed and if hired I will be completing Custodial Services for the Monterey Park Police Jail Facility. I will have a designated person to work in my place in case of an emergency, if I become ill, or if vacation time arises. The person that would fill in for my shifts would meet the requirement that the City of Monterey Park requires upon entrance into the premises of the Police Jail Facility.

IX. Conflicts of Interest

There is no conflict of interest.

X. Insurance

	Take into effect once contracted by City of Monterey Park Police Department
Tapco Insurance Services (CA License # 0G63253)	
Location: Ameego Insurance (Lic #0F97597) 10954 Valley Mall El Monte, CA 91732 Tel. 626.452.9252	
General Liability:	Coverage
General Aggregate	\$2,000,000.00
Personal Injury/Advertising Injury	\$2,000,000.00
Each Occurrence Limit	\$2,000,000.00
Damage to Premises Rented to You	\$100,000.00
Medical Payments	\$5,000.00
BI/PD/P&AI Deductible Per Claimant	\$500.00

XI. Signatures

The proposal must be signed by an official authorized to bind the vendor and must expressly state that the proposal is valid for 90 days

- a. Agree and understood.

XII. Sample of Billing**Efficient Janitorial Services**

Ezequiel Lopez Velasco

Tel. (626) 232.2594

ezequiellopez763@gmail.com

Invoice		#01
Services Render: For Custodial Services for the Monterey Park Police Jail Facility 320 W. Newmark Avenue Monterey Park, CA 91754		Date: Every 1 st of the Month
Daily Services: Description		
1.	Scrub and mop all concrete floors with approved disinfecting cleaners.	
2.	Emptying all trash containers and removing trash to pick up areas. Maintaining and replacing plastic liners.	
3.	Using germicidal solutions to clean all counters, water fountains, shower stalls, cell bars located in booking areas, and all cells.	
4.	Wipe down all mattresses with germicidal solutions.	
5	Keep all tile surfaces including tile joints, corners and edges free of dirt, stains, and soap or mineral deposits.	
6.	Cleaning, polishing, sanitizing all stainless steel surfaces in the jail.	
7.	* Dispatch Room *	
Three times weekly Services: Description		
1.	Scrubbing down all jail surfaces with germicidal solutions including all walls, light fixtures, and diffusers in ceilings.	
2.	Sweeping sally port area and removing all trash to pick up areas.	
Monday-Sunday 5:00 am -10:00 am		
Job total:		* Monthly \$2,585.42

*Based on Project Cost Proposal subject to change if Project Alternative is chosen



City Council Staff Report

DATE: January 17, 2024

AGENDA ITEM NO: Consent Calendar - 3H

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Preferential Parking District: E. Hellman Avenue from N. Alhambra Avenue to N. Nicholson Avenue.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution designating E. Hellman Avenue from N. Alhambra Avenue to N. Nicholson Avenue among the preferential parking districts; and
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY

The City received a petition to designate a preferential parking district along E. Hellman Avenue from N. Alhambra Avenue to N. Nicholson Avenue. Staff investigated the proposed parking district and the surrounding street parking conditions. It is recommended that City Council adopt a resolution designating E. Hellman Avenue from N. Alhambra Avenue to N. Nicholson Avenue as a preferential parking district.

BOARD/COMMISSION REVIEW:

On August 17, 2023, staff presented the request for a permit parking district on E. Hellman Avenue from N. Alhambra Avenue to N. Nicholson Avenue to the Traffic Commission. Staff provided an overview of the request and survey findings which did not support the establishment of a parking district. It was recommended that additional monitoring be conducted as the parking surveys were completed during the time that the neighboring school, Mark Keppel High School, was not in session. On October 19, staff presented the results of the secondary monitoring and recommended that the City Council designate a preferential parking district along E. Hellman Avenue from N. Alhambra Avenue to N. Nicholson Avenue.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guideline § 15303 exempts activity that results in new construction or conversion of small structures. The Resolution creates a preferential parking district governing parking within a designated area and which requires installation

of pedestrian level street signage. Accordingly, the Resolution is exempt from further review.

BACKGROUND

On December 6, 2023 the City adopted Ordinance 2238, amending the Monterey Park Municipal Code ("MPMC") by adding Chapter 10.68 entitled "Preferential Parking Permits" which provides a process for residents to petition the City to establish a permit parking area, and the criteria for considering residential parking districts.

The residents of E. Hellman Avenue from N. Alhambra Avenue to N. Nicholson Avenue petitioned the City for the establishment of a preferential parking area due to the excess number of vehicles from outside of the neighborhood taking up limited street parking. The petition included signatures from ten residents occupying the twelve dwelling units within the proposed parking area. This meets the minimum 66% requirement that the petition be signed by not less than residents living in at least 66% of the dwelling units in the proposed specified area.

E. Hellman Avenue is considered a local roadway and it is approximately 32 feet wide with one travel lane in each direction and parking on both sides of the road. Hellman Avenue North of the centerline is in the City of Alhambra right of way. Parking is allowed on the proposed street segment at all times except on Thursdays from 8:00 a.m. to noon due to street sweeping and two existing 20-feet of red curb at both ends of the proposed segments. Land use along the studied segment is multi-family residential. Designation as a permit parking area may provide practical and convenient parking benefits to the residents and add to their quality of life. All of the properties fronting the proposed segment of Hellman have on-site parking, with long driveways. The City of Alhambra does not allow overnight parking on city streets, so it is common for Alhambra residents to park on Monterey Park streets.

Staff performed monitoring upon receipt of the petition for permit parking. However, the results of the initial monitoring did not support the petition. It was recommended that additional monitoring be conducted as the parking surveys were completed during the time that the neighboring school, Mark Keppel High School, was not in session. Additional monitoring of cars parked along the proposed segment was conducted at various times of the day and night when school was back in session and it was determined that during 70% of the days evaluated, 50% or more of the cars parked along the studied segment were out of the area. In addition, the field monitoring determined that throughout the overall study, 62% of the cars during the monitoring were out of the area.

If approved by the City Council, the proposed parking district on E. Hellman Avenue would restrict parking 24 hours a day, seven days a week adjacent to the residential area. The limits of the permit parking will start from N. Alhambra Avenue to N. Nicholson Avenue.

**E. Hellman Avenue from N. Alhambra Avenue to N. Nicholson Avenue –
Location map**



PROPOSED HELLMAN ST. PERMIT PARKING

Address No.	Street
631	N. Alhambra
314	Hellman
316	Hellman
322	Hellman
326	Hellman
330	Hellman
630	N. Nicholson

No other changes are recommended.

FISCAL IMPACT

Residents living in the parking districts receive up to four free parking permits per property. The cost to replace a lost parking permit is \$30. While there is an initial fiscal impact due to costs incurred by the permit issuance, this will be offset by the revenue from violations. The cost for a restricted parking citation is currently \$60. The table below shows the number of citations issued and associated revenue for the last three fiscal years.

	Citations	Revenue (includes late fees)
FY 2020-21	694	\$42,044
FY 2021-22	1,303	\$84,344
FY 2022-23	1,060	\$73,392

Respectfully submitted by:



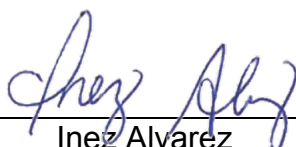
Shawn Igoe
Public Works Director

Prepared By:



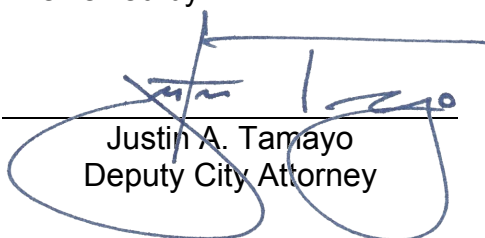
Ziad Mazboudi, PE
Engineering Manager

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Justin A. Tamayo
Deputy City Attorney

ATTACHMENTS

1. Parking District Petition
2. August 17, 2023 Traffic Commission Staff Report (without exhibits)
3. Resolution

ATTACHMENT 1

PARKING DISTRICT PETITION

PARKING DISTRICT PETITION



PETITION FOR RESIDENTIAL PERMIT PARKING

We, the undersigned, are residents in the proposed residential permit parking area described in this petition. We understand that, if this area is designated as a residential permit parking area, certain restrictions will be placed upon on-street parking within the designated area. We further state the following;

1. We have read and agree to the attached rules and regulations pertaining to permit parking.

We, the undersigned, hereby request that the City of Monterey Park consider this petition for establishment of the residential permit parking program in the area listed below.

HELLMAN AVE Nicholson Ave Alhambra Ave
Name of Roadway Between And

PARKING TO BE RESTRICTED: 24 hours a day, seven days a week ☒ OR 7:00 a.m. to 7:00 p.m. Monday -Friday ☐ (Check one)

NO
Engls

	Full Legal Name (PRINT)	Signature	Street Number & Street Name (PRINT)	Telephone Number (PRINT)
1	Xue Zhang		326 E. Hellman Ave Apt B	(626) 236-7757
2	Soebekti Salim		328 E. Hellman Ave. #A	818-512-3584
3	Xingchao Lu		340 E HELLMAN AVE	626-232-3566
4	Jianbin Lu		340 E HELLMAN AVE	626-265-4578
5	Min Huang		330 E Hellman #c	626-572-3970

No English →

	Full Legal Name (PRINT)	Signature	Street Number & Street Name (PRINT)	Telephone Number (PRINT)
6	Gusan Yin		746 E HOLLMAN AVE	
7	Kevan Chu			626-571-4912
8	Terry Valenzuela	Terry Valenzuela	322 E. Hellman Ave	626 203-2521
9	Jianguo Zhao		312 E. Hellman Ave MPK	4terry@msn.com
10			328 E. Hellman Ave #B	626-272-5587
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

S:\Engineering\Traffic\Permit Parking\Permit Parking Petition.doc



PETITION FOR RESIDENTIAL PERMIT PARKING

We, the undersigned, are residents in the proposed residential permit parking area described in this petition. We understand that, if this area is designated as a residential permit parking area, certain restrictions will be placed upon on-street parking within the designated area. We further state the following:

1. We have read and agree to the attached rules and regulations pertaining to permit parking.

We, the undersigned, hereby request that the City of Monterey Park consider this petition for establishment of the residential permit parking program in the area listed below.

Name of Roadway _____

Between _____

And _____

PARKING TO BE RESTRICTED: 24 hours a day, seven days a week ☒ OR 7:00 a.m. to 7:00 p.m. Monday - Friday ☐ (Check one)

	Full Legal Name (PRINT)	Signature	Street Number & Street Name (PRINT)	Telephone Number (PRINT)
1	PRANEET UTANVORAPOT	P. Utanvorapot	330 E. Hellman Ave., # A MONTEREY PARK, CA 91755	(626) 941-4739
2	Lisa Olguin	[Signature]	330 E. Hellman Ave # 13 Monterey Park, CA 91755	626-382-8551
3				
4				
5				

ATTACHMENT 2
AUGUST 17, 2023 TRAFFIC COMMISSION
STAFF REPORT (WITHOUT EXHIBITS)



Traffic Commission Staff Report

DATE: August 17, 2023

AGENDA ITEM NO: 4-C

TO: Traffic Commission
FROM: Ziad Y. Mazboudi, PE, Engineering Manager
SUBJECT: **REQUEST FOR PERMIT PARKING DISTRICT ON E. HELLMAN
AVENUE FROM N. ALHAMBRA AVENUE TO N. NICHOLSON
AVENUE**

PROPOSAL

The Commission is asked to consider a request for residential permit parking district on E. Hellman from N. Alhambra to N. Nicholson Avenue.

FACTS

1. The Engineering Department received a petition from the residents on E. Hellman from N. Alhambra to N. Nicholson Avenue, requesting the creation of residential permit parking and restricting parking along the street segment, 24 hours a day, seven days a week.
2. The residents state that vehicles from outside of the neighborhood and will park on the street for the entire day, taking up limited street parking and occasionally leaving trash upon the street.
3. The signatures collected on the petition represent 9 out of 12 properties residents within the segment in the affected area, and meets the required 67% of resident approval in the described limits.

FINDINGS

Staff investigated the proposed permit limits and the surrounding street parking conditions. Non-district resident vehicles have been observed parking along the requested segment due to limited street parking. These vehicles along with the existing residences compete for limited available parking. However there appear to be plenty of available parking spaces for residents, during the day even with out of district cars parked.

A petition from the adjacent property residents was submitted to the City which has signatures from 9 residents representing the 6 properties within the area proposed for designation as a permit parking area. This exceeds the minimum 67% required in order to establish a preferential permit parking district.

ANALYSIS

Hellman Avenue is considered a local roadway and it is approximately 32' (feet) wide with one travel lane in each direction and parking on both sides of the road. Helman Avenue North of the centerline is in the City of Alhambra right of way. Parking is allowed on the proposed street segment at all times except on Thursdays from 8:00 a.m. to noon due to street sweeping. and two existing 20-feet of red curb at both ends of the proposed segments. Land use along the studied segment is Multi-family Residential. Designation as a permit parking area may provide practical and convenient parking benefits to the residents and add to their quality of life if deemed necessary. All of the properties fronting the proposed segment of Hellman have on site parking, with long driveways.

Staff performed 14 days of monitoring of cars parked along proposed segment at various times of the day and determined that 50% of the days evaluated, at least 50% or more of the cars parked along the studied segment were out of the area. In addition, the field monitoring determined that 43% of the cars during the 14 days of monitoring were out of the district. However, there are 20 available parking spaces along the frontage of E. Hellman Avenue from N. Alhambra to N. Nicholson Avenue.

Day	Cars out of MP	Cars from MP	Total cars parked	Total Available parking spaces	empty parking spaces
1	4	4	8	20	12
2	4	5	9	20	11
3	6	6	12	20	8
4	4	7	11	20	9
5	2	9	11	20	9
6	5	7	12	20	8
7	2	4	6	20	14
8	3	9	12	20	8
9	4	4	8	20	12
10	7	7	14	20	6
11	5	10	15	20	5
12	8	8	16	20	4
13	7	5	12	20	8
14	8	6	14	20	6

Staff was informed following the completion of the investigation that it is possible that the data gathered does not show the problem because the investigation took place when the school is out, and was not done at night. Staff informed the residents that a follow-up investigation can be completed once the school is open, and include night survey. If it is determined that the problem is different than what was discovered during the initial investigation, then staff will bring the item back to the Traffic Commission with a different recommendation.

RECOMMENDATION

It is recommended the Commission move to deny the proposed residential permit parking on E. Hellman from N. Alhambra to N. Nicholson Avenue, and to recommend that staff continue working with the residents affected and perform additional investigation to determine if night time parking and parking during regular school days justify the request for permit parking.

ATTACHMENT 3 RESOLUTION

RESOLUTION NO.

A RESOLUTION DESIGNATING A PREFERENTIAL PARKING DISTRICT ALONG E. HELLMAN AVENUE

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

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

- A. In July 2023 the residents of E. Hellman Avenue from N. Alhambra Avenue to N. Nicholson Avenue petitioned the City for the establishment of a preferential parking area (the "Petition").
- B. This Resolution is adopted in accordance with Vehicle Code § 22507 and Monterey Park Municipal Code ("MPMC") Chapter 10.68, which regulates permit parking in specified areas within the City's jurisdiction, and creates a preferential parking district along the south side of E. Hellman Avenue, between N. Alhambra Avenue and N. Nicholson Avenue (the "Hellman District").
- C. This Resolution was reviewed by the Director of Public Works for consistency with the Monterey Park Municipal Code ("MPMC").
- D. The City reviewed this Resolution's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the "CEQA" Guidelines), and the City's Environmental Guidelines.
- E. This Resolution is adopted based upon the entirety of the administrative record including, without limitation, the staff reports submitted to the Traffic Commission and City Council.

SECTION 2: *Findings.* Pursuant to MPMC 10.68.160, the City Council makes the following findings:

- A. The petition included signatures from ten residents occupying the twelve dwelling units within the proposed parking area.
- B. The north side of E. Hellman Avenue, between N. Alhambra Avenue and N. Nichols Avenue, is within the City of Alhambra's jurisdiction. The City of Alhambra does not allow overnight parking on city streets, so it is common for Alhambra residents to park on Monterey Park streets.
- C. The Hellman District is one continuous parking block.

- D. Vehicles owned or operated by persons who are not residents substantially and regularly interfere with the use of the majority of available public street parking spaces in the proposed specified area by adjacent residents. Residents on the north side of Hellman Avenue regularly park their vehicles along the south side of the street to avoid the City of Alhambra's parking regulations. Such residents leave their vehicles parked in the Hellman District for extended periods of time which reduces parking for City residents and precludes them from enjoying convenient parking.
- E. Interference by such vehicles occurs in the Hellman District at regular and significant daily and weekly intervals. Monitoring of cars parked along the Hellman District was conducted at various times of the day and night when Mark Keppel High School was in session and, during 70% of the days, 50% or more of the cars parked in the Hellman District were from out of the area.
- C. Residents within the Hellman District are unable to reasonably and conveniently utilize parking spaces that are adjacent to their dwelling units because there are a limited number of off-street parking spaces that are constantly being utilized by residents living along the north side of the street in the City of Alhambra.

SECTION 3: *Creation of Preferential Parking Area.* The City Council establishes the Hellman District as follows:

- A. 24-hours per day, 7 days a week.
- B. The south side of E. Hellman Avenue, between N. Alhambra Avenue and N. Nicholson Avenue.

SECTION 4: *Environmental Assessment.* The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guideline § 15303 exempts activity that results in new construction or conversion of small structures. The Resolution creates a preferential parking district governing parking within a designated area and which requires installation of pedestrian level street signage. Accordingly, the Resolution is exempt from further review.

SECTION 5: *Notification.* The Public Works Director, or designee, is authorized to erect such street signs as are needed to properly notify the general public of the restrictions on parking in the preferential parking zone created through this Resolution.

SECTION 6: *Supersession.* Supersession of previous preferential parking zones does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Resolution's effective date. Any such superseded part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution;

SECTION 7: Notice of Exemption. The Director of Public Works, or designee, is directed to file a Notice of Exemption in accordance with CEQA §§ 15062, and any other applicable law.

SECTION 8: Limitations. The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts were made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 9: Summaries of Information. All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 10: Construction. This Resolution must be broadly construed to achieve the purposes stated in this Resolution. It is the City Council's intent that the provisions of this Resolution be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 11: Severability. If any part of this Resolution or its Application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 12: 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 13: Effective Date. This Resolution will become effective immediately upon adoption and will remain in effect unless repealed or superseded.

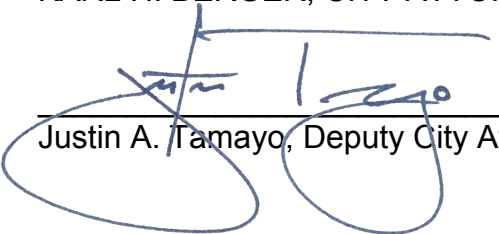
PASSED AND ADOPTED this ____ day of _____, 2024.

Jose Sanchez, Mayor

Attest:

Maychelle Yee, City Clerk

Approved as to Form:
KARL H. BERGER, CITY ATTORNEY



Justin A. Tamayo, Deputy City Attorney



City Council Staff Report

DATE: January 17, 2024

AGENDA ITEM NO: Consent Calendar - 3I

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Approval of Haulers Qualified for a Waste Collection and Recycling Franchise and Authorization to Release Request for Applications

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the list of haulers qualified to submit proposals for a waste collection and recycling franchise for residential and/or commercial services;
2. Authorizing the release of the Request for Applications (RFA) to the list of qualified haulers; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On October 18, 2023 the City Council approved the release of a Request for Qualifications (RFQ) as the first step to solicit proposals for new solid waste franchise agreements. Ten companies responded to the RFQ and submitted Statements of Qualifications (SOQ). With the assistance of HF&H consultants, the City evaluated the SOQs and determined that eight companies are qualified to apply for both a residential franchise and a commercial franchise.

It is recommended that City Council approve the list of qualified haulers and authorize the release of the Request for Applications (RFA) for a waste collection and recycling franchise.

BACKGROUND:

Monterey Park Municipal Code ("MPMC") Chapter 6.09 requires the City to award solid waste franchises on a competitive basis. The City contracted with HF&H consultants for assistance with the solid waste Request for Applications ("RFA") and new solid waste contracts. The RFQ was the first step in a four-step process leading to the selection of one or more franchisees to provide waste management services in the City.

- Step 1: Interested companies submit statements of qualification to the City.
Step 2: The City evaluates the submittals and develops a list of qualified companies.

- Step 3: The qualified companies are invited to submit applications and service rates for a residential franchise, a commercial franchise, or both.
- Step 4: The City evaluates the applications in relation to the stated criteria and selects the companies to be awarded franchises to the lowest bidders that are willing to execute the City's contracts.

On October 18, 2023 the City Council approved the release of a Request for Qualifications (RFQ) for new residential and commercial waste collection and recycling franchises that included the following qualification criteria:

The company must be currently providing waste collection, recycling, and disposal services in at least three franchise areas in California. If the company desires to be considered for a residential franchise in Monterey Park, it must be currently providing services relatively similar to those described in the residential service plan in at least three residential franchise areas in California. If the company desires to be considered for a commercial franchise in Monterey Park, it must be currently providing services relatively similar to those described in the commercial service plan in at least three commercial franchise areas in California. These franchises must have been awarded by a California city, county, regional agency that provides waste services, or municipal service agency or district.

The residential service plan includes, without limitation, the weekly collection, recycling, and disposal of waste from approximately 14,000 single-family and multifamily residences either through a 2-cart system (Mixed Waste and Mixed Organics) or 3-cart system (Refuse, Recyclable materials, and Mixed Organics); diversion of at least 50% of refuse materials collected through approved CalRecycle diversion methods; provision of labeled containers to customers; provision of collection services for four cleanup events per year, billing customers for services on a bi-monthly basis; bulky item collection; and customer outreach and education.

The commercial service plan includes, without limitation, the collection, recycling, and disposal of waste from approximately 1,000 commercial and industrial businesses in the City; diversion of at least 50% of refuse materials collected through approved CalRecycle diversion methods and at least 65% of construction and demolition debris; disposal of non-recyclable waste at fully-permitted disposal facilities; provision of labeled containers to customers; provision of collection services for City facilities and public containers; billing customers for services; and customer outreach and education.

Both the residential and commercial service plans also include services in compliance with California law and CalRecycle regulations such as contamination monitoring; route reviews and inspections; food recovery assistance; waiver assistance; organic waste recovery education and outreach; recordkeeping and reporting requirements; and Recovered Organic Waste Product (ROWP) Procurement.

The City received SOQs from eight companies for the residential franchise and ten companies for a commercial franchise.

	Responses to the RFQ:	Qualified for Residential Franchise	Qualified for Commercial Franchise
1	American Reclamation, Inc	N/A	X
2	Athens Services	✓	✓
3	Burrtec Waste Industries, Inc	✓	✓
4	CR&R Incorporated	✓	✓
5	Key Disposal and Recycling, Inc.	N/A	X
6	Republic Services	✓	✓
7	Valley Vista Services, Inc	✓	✓
8	Ware Disposal Inc	✓	✓
9	Waste Management Collection and Recycling, Inc.	✓	✓
10	Waste Resources Incorporated	✓	✓

All eight companies that requested to be considered for a residential franchise were evaluated and determined to meet the approved qualification criteria.

Of the ten companies that requested to be considered for a commercial franchise, two did not meet the approved qualification criteria. The companies that did not meet the qualification criteria were American Reclamation, Inc. and Key Disposal and Recycling, Inc. American Reclamation, Inc. listed having at least three commercial franchises; however, their largest commercial franchise is not of similar size to the City's commercial customer base. Their largest account is Altadena which compares to approximately 53% of Monterey Park's commercial customers. Key Disposal also had at least three commercial franchises, but its largest franchise is composed of 54 customers which equates to 5% of Monterey Park's commercial customers. Since these two companies are not currently providing services relatively similar to those described in the commercial service plan in at least three commercial franchises comparable to Monterey Park, it was determined that they did not meet the qualification criteria and they were disqualified for consideration.

Companies that identified any litigation history or instances of non-compliance with the terms and conditions of a contract or other franchise within the past five years were requested to provide additional information including the notices for each instance of non-compliance. Details of reported information are provided in Attachment 2.

Based on the City's evaluation of submitted SOQs, staff recommends Council approve the list of haulers (Attachment 1) qualified to apply for a franchise in the City and proceed

with Step 3 of the RFP process. Step 3 for this RFP is to release an RFA to those companies that have been deemed qualified to apply.

MPMC § 6.09.070 states that "the city council must award any franchise based upon the applicant proposing the lowest proposed monthly rates to the customer." The proposed RFA includes forms to be completed by the applicants that will automatically calculate each applicant's monthly rate for each service level, thereby providing the City Council with a basis for awarding the franchises.

The program parameters specified in the RFA are as follows:

- An exclusive franchise will be awarded for residential waste collection and recycling services.
- Either a single exclusive or up to three non-exclusive franchises will be awarded for commercial waste collection and recycling services.
- The term of all franchises will be seven years with no renewals.
- Customer rates can be adjusted annually by the change in the Consumer Price Index for all urban consumers in Los Angeles-Long Beach-Anaheim area.
- Haulers can submit proposals for a 2-cart or 3-cart system for residential and commercial customers.
- Franchisees must achieve and maintain a waste diversion rate of at least 50%, using CalRecycle's per capita generation and Disposal data.

A copy of the proposed franchise agreement for the residential program and the commercial program will be distributed with the RFA. Final agreements will be in a form approved by the City Attorney.

2023-2024 STRATEGIC PLAN GOAL:

The RFA meets the City's goal of **Sustainability**. Awarding franchise agreements to qualified waste management companies provides the City with oversight and regulation of the collection, storage, transportation, processing, and disposal of refuse, recyclables, and construction and demolition debris. This not only ensures the City meets state requirements but also supports the City's continued success of recycling and organic waste diversion programs.

FISCAL IMPACT:

There is no fiscal impact in approving the list of qualified haulers nor the release of the RFA.

Respectfully submitted by:

Prepared by:



Shawn Igoo
Director of Public Works



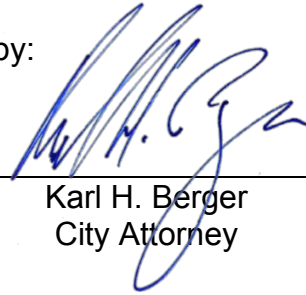
Xochitl Tipan
Administrative Manager

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. List of Qualified Haulers
2. Instances of Non-compliance and Litigation History

ATTACHMENT 1

List of Qualified Haulers

Request for Qualifications for a Residential and Commercial
Waste Collection and Recycling Franchise
City of Monterey Park, CA



Residential Franchise:

Row	Proposer	Residential Agency and Weekly Customers	Does proposer have at least three residential franchises?	Is the largest residential franchise of similar size or larger than the City based on number of customers? (City of Monterey Park has approx. 13,975 residential customers)	Qualified for Residential Franchise
1.	Athens Services	Norwalk - 18,000 - 22,000 Customers Azusa - 8,800 Customers Covina - 8,000 - 12,000 Customers Monrovia - 7,000 – 7,500 Customers South El Monte - 2,800 - 3,200 Customers Irwindale - 300 - 500 Customers	Yes	Yes	Yes
2.	Burrtec Waste Industries, Inc.	Santa Clarita - 52,140 Customers Santa Clarita/LA County - 12,734 Customers East Pasadena/LA County - 11,632 Customers La Crescenta/LA County - 5,033 Customers Duarte - 4,662 Customers Bradbury - 327 Customers	Yes	Yes	Yes
3.	CR&R Incorporated	Orange – 27,033 Customers Bellflower - 11,300 Customers Artesia - 3,325 Customers Santa Fe Springs - 952 Customers	Yes	Yes	Yes
4.	Republic Services	Alhambra - 12,786 Customers Rosemead - 10,905 Customers Bell - 5,186 Customers	Yes	Yes	Yes
5.	Valley Vista Services, Inc	El Monte - 15,500 Customers LA County (Hacienda Heights) - 14,000 Customers LA County (Valinda/Basset/San Jose Hills) - 13,250 Customers Cypress - 12,883 Customers Walnut - 8,677 Customers La Puente - 6,500 Customers Industry - 250 Customers	Yes	Yes	Yes

Request for Qualifications for a Residential and Commercial
Waste Collection and Recycling Franchise
City of Monterey Park, CA



Row	Proposer	Residential Agency and Weekly Customers	Does proposer have at least three residential franchises?	Is the largest residential franchise of similar size or larger than the City based on number of customers? (City of Monterey Park has approx. 13,975 residential customers)	Qualified for Residential Franchise
6.	Ware Disposal Inc.	LA County (South Whittier) - 13,650 Customers LA County (East Charter Oak) - 3,610 Customers LA County (Lennox Garbage Disposal District) - 2,213 Customers	Yes	Yes	Yes
7.	Waste Management Collection and Recycling, Inc.	Chino Hills - 21,586 Customers Diamond Bar - 17,651 Customers San Dimas - 12,030 Customers Arcadia - 11,200 Customers Malibu - 2,643 Customers	Yes	Yes	Yes
8.	Waste Resources Incorporated	Carson - 21,996 Customers Gardena - 12,998 Customers Lynwood - 9,546 Customers Hawaiian Gardens - 1,892 Customers	Yes	Yes	Yes

Request for Qualifications for a Residential and Commercial
Waste Collection and Recycling Franchise
City of Monterey Park, CA



Commercial Franchise:

Row	Proposer	Commercial Agency and Weekly Customers	Does proposer have at least three commercial franchises?	Is the largest commercial franchise of similar size or larger than the City based on number of customers? (City of Monterey Park has approx. 1,100 permanent commercial customers)	Qualified for Commercial Franchise
1.	American Reclamation, Inc	Altadena/LA County – 600+ Customers Pasadena (Dept. of Public Works) - 239 Customers LAUSD - 176 Customers Montrose - 156 Customers La Crescenta/LA County - 108 Customers Montebello - 64 Customers LA County (Unicorp.) - 49 Customers Vernon (Dept. of Public Works) - 30 Customers Burbank-Glendale-Pasadena Airport Authority - 13 Customers Santa Clarita - 10 Customers	Yes	Altadena (County of LA) is the largest commercial account with 600+ customers which is approx. 53% of the City of Monterey Park Commercial Customers.	No
2.	Athens Services	South El Monte - 2,500 - 3,500 Customers Azusa - 2,000 - 2,500 Customers Covina - 1,000 - 1,500 Customers Monrovia - 800 - 1,200 Customers Norwalk - 800 - 1,000 Customers Irwindale - 350 - 450 Customers	Yes	Yes	Yes
3.	Burrtec Waste Industries, Inc.	Santa Clarita - 1,625 Customers Duarte - 359 Customers Santa Clarita - 47 Roll-off Customers	Yes	Yes	Yes
4.	CR&R Incorporated	Bellflower - 1,700 Customers Artesia - 364 Customers Santa Fe Springs - 566 Customers	Yes	Yes	Yes
5.	Key Disposal and Recycling, Inc.	Vernon - 54 Customers Newport Beach - 1 Customer Irvine - 1 Customer	Yes	Vernon is the largest commercial account with 5 customers.	No

Request for Qualifications for a Residential and Commercial
Waste Collection and Recycling Franchise
City of Monterey Park, CA



Row	Proposer	Commercial Agency and Weekly Customers	Does proposer have at least three commercial franchises?	Is the largest commercial franchise of similar size or larger than the City based on number of customers? (City of Monterey Park has approx. 1,100 permanent commercial customers)	Qualified for Commercial Franchise
6.	Republic Services	Alhambra - 2,152 Customers Rosemead - 735 Customers Bell - 656 Customers	Yes	Yes	Yes
7.	Valley Vista Services, Inc	Industry - 8,750 Customers La Puente - 3,700 Customers El Monte - 2,500 Customers Cypress - 969 Customers Diamond Bar - 259 Customers Walnut - 236 Customers	Yes	Yes	Yes
8.	Ware Disposal Inc.	Los Angeles (SE Zone) - 1,950 Customers LA County (San Gabriel Valley West) - 788 Customers LA County (Lennox Garbage Disposal District) - 317 Customers Irvine - 300 Customers Monterey Park - 75 Customers Pasadena - 35 Customers	Yes	Yes	Yes
9.	Waste Management Collection and Recycling, Inc.	Corona – 1918 Customers Oceanside – 1750 Customers Palmdale – 1607 Customers Chino – 1472 Customers Malibu - 800 Customers Torrance - 741 Customers San Dimas - 474 Customers Arcadia - 397 Customers Chino Hills - 298 Customers El Segundo - 141 Customers	Yes	Yes	Yes

Request for Qualifications for a Residential and Commercial
Waste Collection and Recycling Franchise
City of Monterey Park, CA



Row	Proposer	Commercial Agency and Weekly Customers	Does proposer have at least three commercial franchises?	Is the largest commercial franchise of similar size or larger than the City based on number of customers? (City of Monterey Park has approx. 1,100 permanent commercial customers)	Qualified for Commercial Franchise
10.	Waste Resources Incorporated	Carson - 2,078 Customers Gardena - 1,646 Customers Glendale - 1,384 Customers Lynwood - 1,034 Customers Hawaiian Gardens - 278 Customers	Yes	Yes	Yes

ATTACHMENT 2

Instances of Non-compliance and Litigation History

Request for Qualifications for a Residential and Commercial
Waste Collection and Recycling Franchise
City of Monterey Park, CA



Instances of Non-Compliance and Litigation

Row	Proposer	Instances of Non-Compliance with terms and conditions of a contract or franchise with any city or county in Southern California within the past five years	Litigation History within the past ten years
1.	American Reclamation, Inc	None reported.	None reported.
2.	Athens Services	City of Los Angeles - Athens paid a total of approximately \$80,300 in liquidated damages for minor items related to the commercial RecycLA contract for the period March 2018 to January 2023. City issued four notice of violations (NOVs) related to missed collection, lack of notice of a route change, and security breach in connection with gate access at a property. City of Glendale -Athens paid approximately \$1,600 in liquidated damages related to customer call resolution in Oct and Nov 2022. Note: Athens had received other notices related to its various solid waste agreements, permits, and franchises in the cities of El Segundo, Monterey Park, and Temple City. None were notices of violations or defaults and were remedied with the respective party.	City of Montebello - Arakelian Enterprises, Inc. (dba Athens) had past litigation with the City for the status of the residential franchise agreement and filed a counterclaim for damages. Both parties reached a settlement and actions were dismissed in 2018.

Request for Qualifications for a Residential and Commercial
Waste Collection and Recycling Franchise
City of Monterey Park, CA



Instances of Non-Compliance and Litigation (cont.)

Row	Proposer	Instances of Non-Compliance with terms and conditions of a contract or franchise with any city or county in Southern California within the past five years	Litigation History within the past ten years
3.	Burrtec Waste Industries, Inc.	County of Riverside - Burrtec paid \$15,000 to the County for two incidents (hydraulic fluid spill and oil spill) that occurred in 2020. City of Santa Clarita - Burrtec paid the City approximately \$10,000 per quarter for commercial franchise (from Nov 2018 to June 2023) and \$17,553 for roll-off franchise (from 2019 to 2022) for not reaching 50% diversion. Burrtec indicated that the original scope of the contract included developing and building a MRF to process and divert recyclable materials. Due to ongoing challenges with siting a location, the MRF was never constructed, impacting Burrtec's ability to reach 50% diversion.	None Reported.
4.	CR&R Incorporated	DTSC/CUPA - CR&R paid \$8,772 for NOV related to missing site plan paperwork in Oct 2018 and missing paperwork provided to agency. Riverside Dept. of Env. Health/CUPA - CR&R paid \$3,000 for NOV related to missing site plan paperwork in Aug 2019 and missing paperwork provided to agency. Santa Ana RWQCB - CR&R was issued a NOV for storm water run-off concerns. Site was cleaned and NOV rescinded. Riverside Dept. of Env. Health/CUPA - CR&R paid \$20,000 for NOV related to missing site plan paperwork in Jan 2022 and missing paperwork provided to agency. Laguna Woods - CR&R paid approximately \$1,350 in liquidated damages for incomplete bin exchange and missed collections that occurred from Nov 2022 through May 2023.	Riverside County - CR&R has one auto related civil action matter consisting of consolidated cases that resulted in a load fire in Calimesa, initially filed in Oct 2019. Ongoing.

Request for Qualifications for a Residential and Commercial
Waste Collection and Recycling Franchise
City of Monterey Park, CA



Instances of Non-Compliance and Litigation (cont.)

Row	Proposer	Instances of Non-Compliance with terms and conditions of a contract or franchise with any city or county in Southern California within the past five years	Litigation History within the past ten years
5.	Key Disposal and Recycling, Inc.	None reported.	None reported.
6.	Republic Services	County of Los Angeles, Dept. of Public Works, Environmental Programs Division - Republic ordered to comply for alleged violation relating to rain diversion system in Jan 2019. Pending. CARB - Republic received a NOV (no payment) for allegation of 47 violations of the TB regulation for failure to meet Engine Model Year Compliance Schedule requirements for diesel vehicles; 199 violations of the PSIP regulation; 168 violations of the Off-Road regulation in Mar 2020. Resolved. County of Los Angeles, Dept. of Public Works, Environmental Programs Division - Republic received NOV and ordered to comply (no payment) for alleged failure to sign designated operator reports for Jul to Dec 2019 and Mar to Aug 2020 and misreporting of multiple sensor alarms in May 2021. Resolved. South Coast Air Quality, Management District (SCAQMD) - Republic received NOV (no payment) for alleged mud track violation in Dec 2022. Pending. City of Paramount Public Works - Republic received NOV (no payment) for alleged non-stormwater discharge into draining system and accumulation of debris (dirt, gravel, sediment) on streets in May 2023. Pending.	None reported.
7.	Valley Vista Services, Inc	None reported.	None reported.

Request for Qualifications for a Residential and Commercial
Waste Collection and Recycling Franchise
City of Monterey Park, CA



Instances of Non-Compliance and Litigation (cont.)

Row	Proposer	Instances of Non-Compliance with terms and conditions of a contract or franchise with any city or county in Southern California within the past five years	Litigation History within the past ten years
8.	Ware Disposal Inc.	City of Los Angeles - Ware Disposal was assessed a disposal target LD in the amount of \$465,000 for not diverting textile tonnage in Jun 2023. However, per Ware Disposal, there currently is not a textile market. Appealed.	None reported.
9.	Waste Management Collection and Recycling, Inc.	None reported.	CAL OSHA (Moreno Valley) - WM investigated for employee injury in Dec 2020. Settled. CAL OSHA (San Gabriel) - WM investigated for employee injury in Oct 2022. Settled.
10.	Waste Resources Incorporated	None reported.	None reported.



City Council Staff Report

DATE: January 17, 2024

AGENDA ITEM NO: Consent Calendar - 3J

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Receive and File summary of the status of emergency repairs to the Monterey Pass Road water line

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and Filing the staff report summarizing the status of emergency repairs to the Monterey Pass Road water line; and
2. Taking such additional, related, action that may be desirable.

BACKGROUND:

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

The design phase was completed in December 2022 followed by research of available material and cost in December 2022 and January 2023 to ensure the project could be expedited due to the significant material delivery delays. Construction started in March 2023 and was completed by December 2023.

As part of the City's outreach efforts, the construction manager visited businesses along the project area prior to the start of the project to notify them of the upcoming construction. The Economic Development Division also mailed out letters to businesses that may be impacted by this project. Message boards were placed within the project area prior to construction commencing to alert drivers of the impact to their commutes.

The construction portion of the project is 100% complete. The contractor has:

- Installed the 12-inch pipeline for the entire project from Floral Drive to Vagabond Road for a total length of 10,800 linear feet of pipeline;
- Installed all interconnecting pipes including the connection at Vagabond Road;
- Installed all the lateral pipelines for the water services, fire services, and fire hydrants for the project;
- Completed hydrostatic pressure testing of the pipeline.

Staff is finalizing the as-built plans and processing the final invoice prior to filing a Notice of Completion for this project. The Notice of Completion will be presented to City Council to receive and file, along with a presentation of the project, in February 2024.

FISCAL IMPACT:

The Monterey Pass Road Emergency Water Main Improvements project is included in the 2023-2024 fiscal year Capital Improvement Plan as Project No. 99025. The following is an estimated cost for the project:

<u>CIP 99025 – Monterey Pass Road Emergency Water Main</u>	
Engineering Design	\$ 131,000
Geotechnical	\$ 100,000
Construction Cost	\$ 4,800,000
Material Cost	\$ 1,600,000
Street Rehabilitation	\$ 950,000
Construction Management and Inspection	\$ 460,367
Total	\$8,041,367

The City applied for funding from CalTrans Federal Transportation Improvement Program ("FTIP") to pay for the street rehabilitation improvements along the Monterey Pass Road project area. The City anticipates receiving \$1,064,323 in FTIP funding for this project in early 2024.

Respectfully submitted by:



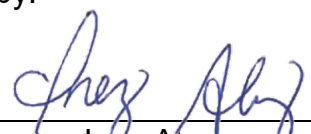
Shawn Igoe,
Director of Public Works

Reviewed by:



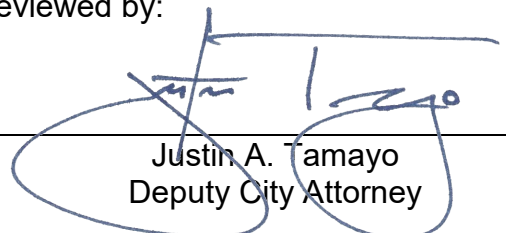
Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Justin A. Tamayo
Deputy City Attorney



City Council Staff Report

DATE: January 17, 2024

AGENDA ITEM NO: Public Hearing - 4A

TO: The Honorable Mayor and City Council

FROM: Karl H. Berger, City Attorney

SUBJECT: Continued Public Hearing to consider adopting an Ordinance Incorporating by Reference Chapter 7.46 of Los Angeles County Code Title 7 – Business Licenses into a new Chapter 5.90 of the Monterey Park Municipal Code (“MPMC”)

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening the continued public hearing to receive both written and oral testimony, closing the continued public hearing;
2. Waiving second reading and adopting an Ordinance that would incorporate by reference Los Angeles County Code Title 7, Chapter 7.46 regarding the regulation of gun dealers within the City of Monterey Park (“City”); and
3. Taking such additional, related action that may be desirable.

CEQA DETERMINATION

This Ordinance is exempt from 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.*) in that it is not a “project” for purposes of CEQA, as that term is defined by CEQA Guidelines § 15378. Specifically, this Ordinance constitutes creation of government regulations which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In addition, this Ordinance is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment.

EXECUTIVE SUMMARY

On December 20, 2023, the City Council introduced and waived first reading of an ordinance, if adopted, would add a new Chapter to the Monterey Park Municipal Code (“MPMC”) requiring gun dealers to acquire a police permit to operate within the City of Monterey Park. The City Council continued the scheduled public hearing to the January 17, 2024 council meeting.

BACKGROUND

At the December 20, 2023 meeting the City Council was provided with information regarding the significant strides taken to enhance gun and ammunition regulations within the City, including the adoption of several resolutions, ordinances, and city policies.

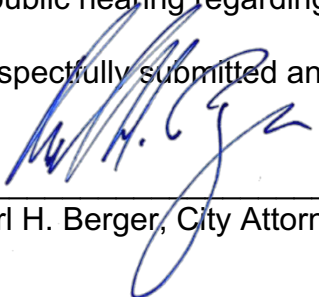
The City Council may wish to adopt an ordinance adding a new Chapter 5.90 to the MPMC amending the Los Angeles County Code ("LACC") governing licenses required by gun dealers within the County's jurisdiction. The Monterey Park Police Department ("MPPD") would then administer the permitting process for gun dealers located within the City's jurisdiction.

Revisions to the draft ordinance were made at the December 20, 2023 Council meeting and those changes have been incorporated into the draft ordinance and is attached to this staff report.

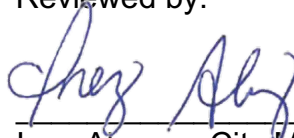
FISCAL IMPACT

A public hearing regarding permit fees will be scheduled for a future date.

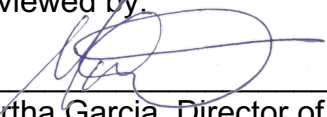
Respectfully submitted and prepared by:


Karl H. Berger, City Attorney

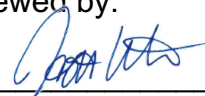
Reviewed by:


Inez Alvarez, City Manager

Reviewed by:


Martha Garcia, Director of Finance

Reviewed by:


Scott Wiese, Police Chief

ATTACHMENTS

1. Draft Ordinance
2. December 20, 2023 staff report (without attachments)

ATTACHMENT 1

Draft Ordinance

CITY OF MONTEREY PARK

ORDINANCE NO. ____

**AN ORDINANCE INCORPORATING LOS ANGELES COUNTY CODE
CHAPTER 7.46 INTO THE MONTEREY PARK MUNICIPAL CODE BY
ADDING CHAPTER 5.90 GOVERNING TO GUN DEALER LICENSES.**

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. *Incorporation of Los Angeles County Code.* A new Chapter 5.90 is added to the Monterey Park Municipal Code ("MPMC") to read as follows:

"Chapter 5.90

GUN DEALER LICENSES

5.90.010 **PURPOSE.** The purpose of this chapter is to regulate Gun and Ammunition Dealers located within the City to protect public health, safety, and welfare, and ensure consistency with California law.

5.90.020 **INCORPORATING LOS ANGELES COUNTY CODE CHAPTER 7.46:**
Pursuant to Government Code § 50022.9, the City Council incorporates Los Angeles County Code ("LACC") Chapter 7.46, entitled *Gun Dealers*, as amended by this chapter. This chapter prevails over any conflicting provisions the LACC.

5.90.030 **AMENDMENTS TO LOS ANGELES COUNTY CODE.** The following provisions of LACC Chapter 7.46 are amended:

- A. LACC § 7.46.040. "Licensee" means any person or entity issued a police permit by the Police Chief, or designee.
- B. LACC § 7.46. 040. "Sheriff" means the Police Chief, or designee.
- C. LACC § 7.46.040. "Unincorporated Area" includes in its true geographical location the jurisdictional boundaries for the City of Monterey Park.
- D. Whenever in LACC Chapter 7.46 the words "Board" or "Commission" are used, they refer to the City Council.
- E. Whenever in LACC Chapter 7.46 the words "Commissioner" or "Director of Public Works" are used they refer to the City Manager, or designee.
- F. Whenever in LACC Chapter 7.46 the word "County" is used, it refers to the City of Monterey Park.

5.90.040 **GENERAL PENALTY.** Any person violating any provision of this title is guilty of a misdemeanor unless otherwise provided in this title."

seq.) in that it is not a “project” for purposes of CEQA, as that term is defined by CEQA Guidelines § 15378. Specifically, this Ordinance constitutes creation of government regulations which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In addition, this Ordinance is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment.

SECTION 3. *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. The City Council intends to incorporate LACC Chapter 7.46 as amended by the Board of Supervisors by ordinance adopted on November 7, 2023. A copy of the November 7, 2023 Los Angeles County ordinance is attached as Exhibit A” for reference.

SECTION 4. *Enforceability.* Repeal or supersession of any provision of the MPMC 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 or superseded part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 5. *Validity of Previous Code Sections.* If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the BMC or other ordinance by this Ordinance will be rendered void and cause such previous BMC provision or other the city ordinance to remain in full force and effect for all purposes.

SECTION 6: *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 7: *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 8: The City Clerk, or her duly appointed deputy, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Bellflower’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, cause it to be published or posted in accordance with California law.

SECTION 9: This Ordinance will become effective thirty days following its passage and adoption.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTEREY PARK AT
ITS REGULAR MEETING OF _____, 2023.**

Jose Sanchez, Mayor

ATTEST

Maychelle Yee, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

EXHIBIT A

ORDINANCE NO. _____

An ordinance amending Title 7 – Business Licenses of the Los Angeles County Code by adding Ammunition Dealers to Chapter 7.46 – Gun Dealers to regulate both Gun and Ammunition Dealers in the Unincorporated Areas of Los Angeles County. The ordinance establishes the regulations, fees, and penalties for implementing, administering, and enforcing Chapter 7.46.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 7.46 is hereby amended to read as follows:

Chapter 7.46 ~~GUN DEALERS~~ **GUN AND AMMUNITION DEALERS.**

SECTION 2. Section 7.46.010 is hereby amended to read as follows:

7.46.010 ~~Gun dealer defined.~~ **Purpose and Intent.**

~~"Gun dealer" means any person, firm or corporation who sells or otherwise transfers to the public any pistol, revolver, rifle, shotgun, or other firearm, including those persons required by Section 12070(a) of the California Penal Code to obtain a license under California Penal Code Section 12071. "Gun dealer" also includes any person, firm or corporation who purchases, takes in trade or accepts on consignment from the public any firearm of any type, including, but not limited to pistols, revolvers, rifles and shotguns.~~

The purpose of this Gun and Ammunition Dealers Ordinance is to enhance the regulation of Gun and Ammunition Dealers in the interest of public health, safety, and welfare, and ensure consistency with State law.

SECTION 3. Section 7.46.020 is hereby amended to read as follows:

7.46.020 License—Required.Short Title.

~~Every gun dealer shall first procure a license and pay an annual license fee in the amount set forth in Section 7.14.010 of this title, under the appropriate heading.~~

This Chapter shall be known as the "Gun and Ammunition Dealers Ordinance."

SECTION 4. Section 7.46.030 is hereby amended to read as follows:

**7.46.030 License—~~Granted subject to specific~~
~~conditions.~~Applicability.**

~~If a license is granted under this chapter, it shall be subject to the conditions set forth in Penal Code Section 12071, for breach of any of which the license shall be subject to forfeiture.~~

The provisions of this Chapter apply to the licensing of Gun and Ammunition Dealers in the business of selling, transferring, leasing, trading, accepting on consignment, or advertising for sale, transfer, lease, trade, or consignment to the public Guns and Ammunition in the Unincorporated Areas of the County.

Gun and Ammunition buyback programs hosted by the Sheriff or other law enforcement agencies, in which individuals or entities sell or transfer Guns and Ammunition to law enforcement agencies, are not governed by this Chapter.

SECTION 5. Section 7.46.040 is hereby amended to read as follows:

7.46.040 ~~Records and reporting requirement.~~Definitions.

~~In addition to properly maintaining all records and documents required by state and federal laws, a gun dealer, upon purchasing, taking in trade or accepting on~~

~~consignment from the public any firearm of any type, shall comply with buy form requirements as enumerated in Part 7 of Chapter 7.76 of this title, beginning with Section 7.76.310. A gun dealer shall also be required to report every sale, lease, or other transfer of a firearm to the sheriff on a form prescribed by the sheriff.~~

For purposes of this Chapter, "may" is permissive and "must" is mandatory. The terms used in this ordinance have the following meanings:

A. "Ammunition" means one or more loaded cartridges consisting of a primed case, propellant, and with one or more projectiles. "Ammunition" includes but is not limited to, any bullet, cartridge, magazine clip, speed loader, autoloader, ammunition feeding device, or projectile capable of being fired from a firearm with a deadly consequence. "Ammunition" does not include blanks.

B. "Ammunition Dealer" means any person, firm, corporation, or other business enterprise that holds a current ammunition vendor license issued pursuant to California Penal Code section 30385. A Gun Dealer licensed pursuant to this Chapter and California Penal Code sections 26700 to 26915 is deemed a licensed Ammunition Dealer.

C. "Gun" means any portable firearm including a rifle, shotgun, or revolver, accessory, component, or any device designed, modified, or capable of being used as a weapon, from which is expelled through a barrel a projectile by the force of an explosion or other form of combustion.

D. "Gun Dealer" means any person, firm, corporation, or other business enterprise required by California Penal Code section 26500 to obtain a license to

engage in the business of selling, transferring, leasing, trading, accepting on consignment, or advertising for sale, transfer, lease, trade, or consignment to the public, any Gun. A Gun Dealer licensed pursuant to this Chapter and California Penal Code sections 26700 to 26915 is deemed a licensed Ammunition Dealer.

E. "Licensee" means any person or entity issued a Business License by the Tax Collector or County license issuer and holding a current Business License while engaged in the business of selling, leasing, trading, accepting on consignment, or otherwise transferring any Gun or Ammunition, at a place of Business Licensed under this Chapter.

F. "Renewal" means a Licensee completes and submits an Application with the required fee payment for approval of a subsequent Gun and Ammunition Dealers Business License.

G. "Sheriff" means the Los Angeles County Sheriff or the Sheriff's designated representative.

H. "Unincorporated Area" means any area in Los Angeles County outside the jurisdictional boundaries of incorporated cities.

SECTION 6. Section 7.46.050 is hereby amended to read as follows:

7.46.050 ~~Inspection.~~Business License Required.

~~Upon the request of any designated sheriff representative or any peace officer, a gun dealer shall (1) furnish all records pertaining to the gun dealer's transactions, including, but not limited to, all records required to be maintained by law, and (2) shall~~

~~permit an inspection of those portions of the licensed premises where the firearms and firearm accessories are located.~~

A. Every business engaged in selling, transferring, leasing, trading, accepting on consignment, or advertising for sale, transfer, lease, trade, or consignment to the public any Gun or Ammunition within the Unincorporated Area of the County must, before engaging in such business, procure a Business License and pay an annual Business License fee pursuant to the amounts set forth in Section 7.14.010, payable to the Tax Collector.

B. Gun and Ammunition Dealers Business Licenses are valid for one (1) year from the date of issuance. Licensees must apply for Renewal of their Business License on an annual basis prior to expiration of the Business License.

C. An Applicant must apply for a Gun and Ammunition Dealers Business License, including Renewal, in the format prescribed by the Tax Collector, with payment of the annual fee amount, signed under penalty of perjury. The Applicant must provide all required application documentation to the Tax Collector and Sheriff to demonstrate compliance with this Chapter, including, but not limited to the following:

1. The Applicant's name, including any aliases or prior names used, birth date, and address;

2. The Applicant's federal firearms license and California firearms dealer or ammunition vendor numbers;

3. The address of the business for which the Business License is sought, the business name, and the name of any corporation, partnership or other entity that has any ownership in, or control over, the business;

4. The names, birth dates, and addresses of all persons who will have access to, or control of, the Applicant's stock of Guns or Ammunition, including, but not limited to, the Applicant's employees and agents;

5. A certificate of eligibility from the California Department of Justice under California Penal Code section 26710 for the Applicant and for each individual identified in Subsection C.4 of Section 7.46.050, demonstrating that the person is not prohibited by State or federal law from possessing Guns or Ammunition;

6. Proof of the right to occupy or possess the property where the business is proposed to be conducted, as owner, lessee, or other legal occupant;

7. A floor plan of the proposed business that illustrates the Applicant's compliance with the security provisions outlined in Section 7.46.110;

8. Certification of compliance with this Code and all applicable State and federal business licensing laws;

9. Information relating to every license to sell, lease, transfer, purchase, or possess Guns or Ammunition that has been sought by the Applicant within the last five (5) years, or by any individual identified in Subsection C.4 of Section 7.46.050, from any jurisdiction in the United States, including, but not limited to, the date of each application for the license and whether it resulted in any denial, revocation, or suspension, and the date and circumstances;

10. The Applicant's agreement to indemnify, defend, and hold harmless the County, its officers, elected officials, agents, and employees from and against all claims, losses, costs, damages, and liabilities of any kind arising from the operation of the business, in any manner, from the negligence or intentional or willful misconduct of: (a) the Applicant; (b) the Applicant's officers, employees, and agents; and (c) if the business is a corporation, partnership, or other entity, the officers, directors, or partners of such business entity;

11. Policy of insurance issued by an insurance company admitted to do business in the State demonstrating compliance with the insurance requirements of this Chapter for Applicants applying for a Business License; and

12. The date, location, and nature of any criminal convictions of the Applicant and of any individuals identified in Subsection C.4 of Section 7.46.050, and any other information requested by the Tax Collector needed to confirm the eligibility of the Applicant for a Business License under this Chapter.

D. When requested by the Tax Collector or any other County department during the Business License application process, an Applicant must show their driver's license, passport, or other government-issued identification card bearing a photograph of the Applicant.

E. The Sheriff, with the assistance of any other County department requested to assist, must conduct an investigation of the Applicant's criminal history and background. The Sheriff must receive from an Applicant a complete set of the Applicant's fingerprints and a signed authorization for release of records pertinent to the

investigation, in addition to the fingerprints and signed authorizations of each of the Applicant's employees and agents identified under Subsection 5 of this Section, to determine for the protection of the public health and safety whether the Applicant may be issued a Business License or Renewal.

F. Prior to issuance of a Business License or Renewal, the Tax Collector, Sheriff, or other County department may inspect the place of business to ensure compliance with this Chapter.

G. The Tax Collector may issue a Business License or Renewal if the Applicant or Licensee is in compliance with this Code and all applicable State, federal and local laws, and none of the grounds for Business License denial or revocation set forth in Section 7.46.065 exist.

SECTION 7. Section 7.46.060 is hereby amended to read as follows:

7.46.060 ~~Conditions for granting license.~~ **Place of Business and Operating Hours.**

~~No license or renewal license shall be issued under this chapter unless, in addition to the requirements set forth in Section 7.46.030 and Section 7.46.040 above, the gun dealer satisfies each of the following conditions:~~

~~A. The gun dealer, and all officers, employees, and agents of said gun dealer, are at least 21 years of age;~~

~~B. Neither the gun dealer, nor any officer, employee, or agent of said gun dealer, has had a similar type license previously revoked or denied within the immediately preceding two years;~~

~~C. Neither the gun dealer, nor any officer, employee, or agent of said gun dealer, has been convicted of:~~

~~1. Any offense disqualifying said individual from owning or possessing a firearm under applicable federal, state, or local laws,~~

~~2. Any offense relating to the manufacture, sale, possession, use, or registration of any firearm or dangerous or deadly weapon,~~

~~3. Any offense involving the use of force or violence upon the person of another,~~

~~4. Any offense involving theft, fraud, dishonesty, or deceit,~~

~~5. Any offense involving the manufacture, sale, possession, or use of any controlled substance as defined by the California Health and Safety Code, as said definition now reads or may hereafter be amended to read;~~

~~D. The gun dealer has a fixed place of business where all licensed activities will be conducted as required by Section 7.04.060 of this code. The storing of all firearms and munitions shall occur at said fixed place of business. Under no circumstance may the address of the fixed place of business be either a United States Post Office box or a private commercial mailbox. The gun dealer shall provide evidence as owner, lessee or other legal occupant of said fixed place of business. The license shall specify the Post Office address of said fixed place of business;~~

~~E. The gun dealer's fixed place of business shall not be located in any area or district that is zoned for residential use;~~

~~F. The gun dealer has agreed to indemnify, defend and hold harmless the county of Los Angeles, its officers, agents and employees, from claims arising from the negligent or intentional acts of said gun dealer;~~

~~G. In connection with every firearm sold, leased, or otherwise transferred by a gun dealer, said gun dealer must also sell or otherwise provide a trigger lock or similar device reviewed and approved by the sheriff that is designed to prevent the unintentional discharge of the firearm;~~

~~H. The gun dealer has obtained a policy of insurance as provided in Section 7.46.070 below; and~~

~~I. The gun dealer has complied with the security requirements as provided~~

A. A Licensee must maintain a fixed place of business where all Guns and Ammunition must be stored. Under no circumstance may the address on the Business License or application of the fixed place of business be either a United States Postal Service post office box or a private commercial mailbox. The Licensee must provide evidence as owner, lessee, or other legal occupant of the fixed place of business. The License must specify the United States Postal Service street address of the fixed place of business.

B. A Licensee's fixed place of business must not be located in any area or district that is zoned for residential use in accordance with Title 22 of this Code.

C. In accordance with Title 22 of this Code, the property boundary of a Licensee must not be within one thousand (1,000) feet of the property boundary of a park, school, library, or child care center, or another Gun and Ammunition Dealer. Gun

and Ammunition Dealers that are licensed and in compliance with this Chapter and the County Code may remain in their present location, subject to the provisions of Chapter 22.172, except that the termination period enumerated in Subsection B.1.e of Section 22.172.050 does not apply.

D. The business operating hours of any Licensee must be limited to hours between 8:00 a.m. and 8:00 p.m. each day the business is open to the public.

SECTION 8. Section 7.46.065 is hereby added to read as follows:

7.46.065 Grounds for License Denial or Revocation.

The Tax Collector may deny the issuance of a Business License or Renewal, or may revoke or suspend an existing Business License, if the operation of the business would not or does not comply with this Code or any applicable State or federal law, or if any of the following conditions exist:

- A. The Applicant, or any individual identified in Subsection C of Section 7.46.050, is under twenty-one (21) years of age;
- B. The Applicant is not licensed under all applicable State and federal laws;
- C. The Applicant has failed to fully comply with the application requirements set forth in this Chapter;
- D. The Applicant has made a false or misleading statement of a material fact, or omitted a material fact, in the application or in any other document submitted to the Tax Collector or the Sheriff under this Chapter. If a Business License is denied on this ground, the Applicant is prohibited from reapplying for a Business License for a period of five (5) years from the date of denial;

E. The Applicant, or any individual identified in Subsection C of Section 7.46.050, has had a license to sell, lease, transfer, purchase, or possess any Gun or Ammunition from any jurisdiction in the United States revoked, suspended, or denied for good cause within the immediately preceding five (5) years;

F. The Applicant, or any individual identified in Subsection C of Section 7.46.050, has been convicted of:

1. An offense that disqualifies the person from owning or possessing a Gun under State or federal law, including, but not limited to, the offenses listed in California Penal Code sections 29800 through 29875 and 29900 through 29905;

2. An offense relating to the manufacture, sale, possession, or use of a Gun or other dangerous or deadly weapon or Ammunition;

3. An offense involving the use of force or violence upon another person;

4. An offense involving theft, fraud, dishonesty, or deceit; or

5. A felony offense within the last ten (10) years involving the illegal manufacture or sale of a controlled substance as defined by the California Health and Safety Code.

G. The Applicant is within a class of persons defined in California Welfare and Institutions Code section 8100 or 8103.

SECTION 9. Section 7.46.070 is hereby amended to read as follows:

7.46.070 Liability Insurance.**Compliance with State Law.**

~~A. No license or renewal license shall be issued under this chapter unless the gun dealer carries and maintains in full force and effect a policy of insurance, as described in this subsection, in a form approved by the county of Los Angeles and executed by an insurance company admitted to do business in the state of California. This policy of insurance shall insure the gun dealer against liability for damage to property and for injury to or death of any person as a result of the sale, lease, or transfer, or the offering for sale, lease, or transfer, of a firearm. The minimum liability limits shall not be less than \$1,000,000.00 for each incident of damage to property or incident of injury or death to a person. The policy shall name the county of Los Angeles as an additional insured.~~

~~B. The policy of insurance shall contain an endorsement providing that said policy shall not be canceled until notice in writing has been given to the office of the treasurer and tax collector at least 30 days prior to the time the cancellation becomes effective.~~

~~C. If at any time the gun dealer's policy of insurance expires, said gun dealer's license under this chapter will automatically be suspended pursuant to Section 7.08.240 and Section 7.08.250 of this code.~~

Issuance of a Business License under this Chapter is subject to an Applicant's or Licensee's compliance with the requirements of California Penal Code sections 26700

through 27140, the breach of any one of which is a ground for License denial, revocation, or suspension.

SECTION 10. Section 7.46.080 is hereby amended to read as follows:

7.46.080 ~~Security Requirements~~ Records and Reporting

Requirements.

~~A.——No license or renewal license shall be issued under this chapter unless the gun dealer adheres to security measures as required by the sheriff. These security measures shall include, but not be limited to, the following:~~

~~1.——The provision of adequate lighting, secure locks, windows, and doors, and fire and theft alarms, as each such item is specified and approved by both the sheriff and the fire department; and~~

~~2.——The storing of all firearms and munitions on the premises out of reach of customers in secure, locked facilities, so that access to firearms and munitions shall be controlled by the gun dealer or employees of the gun dealer to the exclusion of all others.~~

~~B.——Upon written request by the gun dealer, the sheriff may approve alternative security measures which he/she determines will provide equivalent or superior security to the premises as the measures required under subsection A above.~~

A. A Licensee must maintain at the Licensee's place of business an inventory list of Guns by make, model, and serial number, capable of being updated in real-time with each transaction. This inventory list must be made available for inspection upon request by the County or State, federal, or local law enforcement agency.

B. In addition to properly maintaining all records required by this Chapter and any applicable State and federal laws, a Licensee, upon purchasing, taking in trade, or accepting on consignment from the public a Gun of any type, must comply with the buy-form requirements of the State for the purpose of recording and furnishing to the Sheriff the required information relative to purchases, pledges, or consignments.

C. A Licensee must prepare and maintain a report of Gun and Ammunition sales or transfers on an annual basis as follows:

1. Within the first five (5) business days of February of each year, a Licensee must prepare a report of all Gun sales or transfers by make, model, and serial number for the period of the immediately preceding calendar year;

2. A Licensee must comply with California Penal Code section 30352 by recording the annual sales or transfers of Ammunition.

3. The Licensee must maintain a copy of the annual report of sales at the business premises;

4. The report of sales must include a declaration stating that the report is true and correct with acknowledgement by Licensee's signature under penalty of perjury; and

5. The Licensee must maintain a copy of the report at the Licensee's place of business for a period of not less than five (5) years from the date of the report, and must make the copy available for inspection upon request by the County or State, federal, or local law enforcement agency.

D. A Licensee must comply with California Penal Code sections 26885 and 30363 regarding reporting the loss or theft of a Gun or Ammunition.

SECTION 11. Section 7.46.090 is hereby amended to read as follows:

7.46.090 ~~Compliance by existing dealers.~~ **Inspection of Records and Premises.**

~~Any gun dealer licensed to engage in the sale of firearms prior to the effective date* of the amendments to this chapter shall within 90 days after said effective date comply with the provisions of these amendments.~~

Upon the request of the County, State, federal, or local agency, a Licensee must permit inspection of all records pertaining to the Licensee's transactions, including, but not limited to, all records required to be maintained by law, and those portions of the licensed premises where Guns, Gun parts, components, and accessories, and Ammunition are located.

SECTION 12. Section 7.46.095 is hereby deleted in its entirety.

~~**7.46.095** **Officers, employees and agents of gun dealers defined.**~~

~~Any reference in this chapter to an officer, employee or agent of a gun dealer shall apply only to those persons who directly participate in firearm sale transactions.~~

SECTION 13. Section 7.46.100 is hereby amended to read as follows:

7.46.100 ~~Penalty.~~ **Liability Insurance.**

~~Any gun dealer violating the provisions of this chapter is guilty of a misdemeanor, punishable by a fine not to exceed \$1,000.00, or imprisonment for a term not to exceed six months, or both. This penalty is in addition to all other penalties~~

~~provided by law, and to the immediate revocation of the gun dealer's license granted under this chapter.~~

A. A Licensee must carry and maintain in full force and effect throughout the term of a Business License a policy of insurance, as described in this Section, for the minimum insurance coverage type and limit requirements approved by the Risk Management Division of the County's Chief Executive Office and executed by an insurance company admitted to do business in the State. The policy of insurance must insure the Licensee against liability for damage to property and for injury to, or death of, any person as a result of the sale, lease, or transfer, or the offering for sale, lease, or transfer, of any Gun. The liability limit must be at least one million dollars (\$1,000,000) for each incident of damage to property or incident of injury or death to a person. The policy must name the County as an additional insured.

B. The policy of insurance must waive the rights of recovery of the Licensee and its insurance company against the County for any loss arising from or relating to the Licensee's activities. The Licensee must execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

C. The policy of insurance must contain an endorsement providing that the policy cannot be canceled until notice in writing has been given to the Tax Collector at least thirty (30) days prior to the time the cancellation becomes effective.

D. If at any time the Licensee's policy of insurance expires, the Business License issued under this Chapter will be suspended pursuant to Division 1 of this Title.

SECTION 14. Section 7.46.110 is hereby amended to read as follows:

7.46.110 ~~Severability.~~Security Requirements.

~~If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of the chapter, and the application of such provision to other persons or circumstances, shall not be affected thereby.~~

A. No Business License or Renewal may be issued under this Chapter unless the Gun and Ammunition Dealer complies with the security measures required by this Chapter and applicable State and federal law. These security measures include, but are not limited to, the following:

1. Every place of Business licensed under this Chapter must be a secure facility within the meaning of California Penal Code section 17110;

2. The provision of adequate lighting; secure locks, windows, and doors; and fire and theft alarms, as specified and approved by the Tax Collector, County Fire, or Sheriff; and

3. The storing of all Guns and Ammunition on the premises out of reach of customers in secure, locked facilities, so that access to Guns and Ammunition is controlled by the Licensee or their employees to the exclusion of all others.

B. Upon written request by the Licensee, the Sheriff may approve alternative security measures determined by the Sheriff to provide at least equivalent security to the premises as the measures required under Subsection A above and the California Penal Code.

C. A Licensee must comply with California Penal Code sections 17110 and 26890 regarding securing inventory Guns and Ammunition when the Licensee is not open for business.

D. The Licensee must ensure that the business location or premises is monitored by video surveillance and audio recording systems that meet the following requirements:

1. The systems must include cameras, monitors, digital video and audio recorders, and necessary cabling to meet the requirements of this Section.

2. The number and location of the cameras are subject to the approval of the Sheriff. At a minimum, the cameras must be sufficient in number to monitor all areas in or on the business premises where Guns or Ammunition are stored, handled, sold, transferred, or carried, including, but not limited to, counters, safes, vaults, cabinets, shelves, cases, entryways, and parking lots. The video surveillance system must operate continuously, without interruption, whenever the Licensee is open for business. Whenever the Licensee is not open for business, the system must be triggered by a motion detector and begin recording immediately upon detection of any motion within the monitored area.

3. The sale or transfer of Guns or Ammunition to persons who are not sworn peace officers must be recorded by the video surveillance system in such a way that the facial features of the purchaser or transferee are clearly visible when the recording is replayed. The sale or transfer of Guns or Ammunition to persons who are not sworn peace officers must be recorded by the audio recording system in such a way

that the voices of the purchaser or transferee and the Licensee or Licensee's employee or agent are clearly audible when the recording is replayed.

4. When recording, the video surveillance system must record continuously and store color images of the monitored area at a frequency of not less than fifteen (15) frames per second. The system must produce retrievable and identifiable images and video recordings on media approved by the Sheriff that can be enlarged through projection or other means and that can be made a permanent record for use in a criminal investigation. The system must be capable of delineating on playback the activity in, and physical features of, the premises.

5. The stored images and audio recordings must be maintained on the business premises of the Licensee for a period of not less than one (1) year from the date of recording and must be made available and accessible to the Sheriff or other law enforcement agency designated by the Tax Collector immediately upon request for review and copying, without the need for a search warrant, subpoena, or court order.

6. The video surveillance system and audio recording system must be maintained in proper working order at all times. If the system becomes inoperable, it must be repaired or replaced within seventy-two (72) hours. The Licensee must inspect the system at least weekly to ensure that it is operational and that images and voices are being recorded and retained as required by this Section. The Licensee must notify the Tax Collector and Sheriff if the system becomes inoperable as soon as practicable after discovering the inoperability. The Licensee must allow the Tax Collector or Sheriff to inspect the video surveillance system and audio recorder to ensure operability.

7. The Licensee must post a sign in a conspicuous place at each entrance to the premises that states in block letters not less than one (1) inch in height as follows:

THESE PREMISES ARE UNDER VIDEO AND AUDIO SURVEILLANCE.

YOUR IMAGE AND VOICE MAY BE RECORDED.

E. Where Gun or Ammunition sales activity is the primary business performed at the business premises, a Licensee or Licensee's agent or employee must not allow a minor under eighteen (18) years of age to enter into, or remain on, the premises unless accompanied by the minor's parent or legal guardian. Where Gun or Ammunition sales activity is not the primary business performed at the business premises, a minor under eighteen (18) years of age may enter into, or remain on, the premises unaccompanied by the minor's parent or legal guardian so long as all Guns and Ammunition are wholly kept, displayed, or offered within a separate room or enclosure from which minors are excluded. A sign at each entrance to such a room or enclosure must be posted containing the language in Subsection E.2, below.

1. The Licensee is responsible for requiring valid proof of age and identity of persons to prevent the entry of minors. Valid proof of age and identity includes, but is not limited to, a passport, a motor vehicle operator's license, a State issued identification card, an armed forces identification card, or an employment identification card containing the bearer's signature, photograph, and birth date, or any similar documentation providing reasonable assurance of the identity and age of the individual.

2. The Licensee must post a sign in a conspicuous place at each entrance to the premises stating in block letters not less than one (1) inch in height as follows:

MINORS UNDER THE AGE OF 18 ARE NOT PERMITTED TO ENTER OR REMAIN ON THESE PREMISES UNLESS ACCOMPANIED BY A PARENT OR LEGAL GUARDIAN.

F. Where Gun and Ammunition sales activity is the primary business performed at the business premises, a Licensee or Licensee's agent or employee must not allow any person to enter, or remain on, the premises who the Licensee or the Licensee's agent or employee knows or has reason to know is prohibited from possessing or purchasing Guns under State or federal law. Where Gun or Ammunition sales activity is not the primary business performed at the business premises, a Licensee or Licensee's agent or employee must not allow any person who the Licensee or Licensee's agent or employee knows or has reason to know is prohibited from possessing or purchasing Guns under State or federal law, or to enter the separate room or enclosure in which Guns and Ammunition are kept, displayed, or offered in accordance with this Section.

SECTION 15. Section 7.46.120 is hereby added to read as follows:

7.46.120 Fingerprinting, Warning Notices and Signs, and Firearm Safety Devices.

A. The sale or transfer of any Gun requires the purchaser or transferee to provide their right thumbprint on the California Department of Justice Dealer Record of

Sale of Firearm worksheet signed by the purchaser or transferee. The thumbprint must be recorded at the time that the worksheet is signed by the purchaser or transferee. For sales or transfers of Ammunition, the thumbprint must be recorded in the manner prescribed by the Sheriff.

B. The thumbprint record for the sale or transfer of a Gun or Ammunition must be maintained on the premises of the Licensee for the same period that the Licensee is required to maintain the Dealer Record of Sale. Such record must be made available for inspection at any time during normal business hours in accordance with Section 7.46.090.

C. No person may knowingly fail to obtain a required thumbprint, or knowingly fail to maintain the record of a thumbprint required by this Section. No person may refuse to permit the County, State, federal, or local agency to examine any record prepared in accordance with this Section during any inspection conducted pursuant to Section 7.46.090, or refuse to permit access to, or the use of, any such record or information in such record by a law enforcement agency.

D. The requirements of this Section do not apply when the purchaser or transferee is any of the following:

1. Any person described in California Penal Code section 18800 or 30330;
2. Any off-duty peace officer who displays proper agency identification that identifies him or her as an active-service peace officer;

3. Any security guard licensed under California Penal Code section 26030(d); or

4. Any Gun and Ammunition Dealer who has been issued a federal firearms license, a certificate of eligibility by the State, and a Business License by the County.

E. A Licensee must comply with California Penal Code section 23640 regarding warning notices on firearm packaging and descriptive material accompanying firearms sold or transferred by a Licensee.

F. A Licensee must comply with California Penal Code section 26835 regarding the posting of warning signs with respect to gun safety, safe storage, access to firearms by minors, reporting loss or theft of a firearm, taking physical possession of a purchased firearm, and limitations on the purchase and delivery of firearms.

G. A Licensee must post warning signs conspicuously so that they can be easily viewed by persons to whom firearms are sold or transferred. Signs must be posted by the entrance and in one additional location where sales occur. Each sign must be at least eight and a half (8.5) inches high by eleven (11) inches wide, written in black text not less than least one (1) inch high, against a white background, as follows:

WARNING: ACCESS TO A FIREARM IN THE HOME SIGNIFICANTLY INCREASES
THE RISK OF SUICIDE, HOMICIDE, DEATH DURING DOMESTIC DISPUTES AND
UNINTENTIONAL DEATHS TO CHILDREN, HOUSEHOLD MEMBERS AND OTHERS.
IF YOU OR A LOVED ONE IS EXPERIENCING DISTRESS AND/OR DEPRESSION,

CALL THE SUICIDE PREVENTION LIFELINE AT (800) 273-8255

OR THE NATIONAL SUICIDE HOTLINE AT 988.

H. For every Gun sold, leased, or transferred by a Licensee, the Licensee must comply with California Penal Code section 23635 by providing an approved firearm safety device upon delivery of the Gun to the purchaser, lessee, or transferee.

SECTION 16. Section 7.46.125 is hereby added to read as follows:

7.46.125. Penalties and Enforcement.

A. A violation of any provision of this Chapter is a ground for denial, revocation, or suspension of a Business License.

B. If a Business License is suspended or revoked the name on the Business License will be publicly posted on the Tax Collector's webpage.

C. A violation of any provision of this Chapter is a misdemeanor, punishable by a fine of not more than one thousand dollars (\$1,000) or by imprisonment in the County jail for not more than six (6) months, or by both fine and imprisonment. Each separate day, or portion of a day, during which any violation of this Chapter occurs or continues constitutes a separate offense punishable, upon conviction, as provided in this Subsection.

D. Any person who violates any provision of this Chapter may be subject to a civil action by the County, including, but not limited to, an injunction and other equitable remedies, and will be liable for a civil penalty of up to two thousand five hundred dollars (\$2,500) per violation, per day, as well as attorneys' fees. The entire amount of any civil penalty collected must be paid to the Tax Collector for deposit in the General Fund.

E. Any Person who violates any provision of this Chapter may be subject to administrative fines and other remedies pursuant to Chapter 1.25 of the County Code, up to the Gun and Ammunition Dealers Business License fee amount.

F. The penalties and remedies provided for in this Chapter are nonexclusive and are cumulative with any other remedy available to the County as provided for by law.

SECTION 17. Section 7.46.130 is hereby added to read as follows:

7.46.130 Compliance by Existing Dealers – 180 Days.

Any Gun and/or Ammunition Dealer licensed on the effective date of this ordinance will have one hundred and eighty (180) days to come into full compliance with this Chapter and reapply for a Gun and Ammunition Dealers Business License.

SECTION 18. Section 7.46.140 is hereby added to read as follows:

7.46.140 Severability and General Provisions.

A. If any Section, Subsection, sentence, clause, or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision will not affect the validity of the remaining provisions.

B. The Board of Supervisors hereby declares that it would have adopted this Chapter, Section, and each Subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion would subsequently be declared invalid or unconstitutional.

SECTION 19. Section 7.46.150 is hereby added to read as follows:

7.46.150 Implementation.

The Tax Collector is responsible for administration of this Chapter and promulgating regulations consistent with the provisions of this Chapter and the County Code.

SECTION 20. Section 7.46.160 is hereby added to read as follows:

7.46.160 Effective Date.

This ordinance will take effect thirty (30) days from the date of final passage by the Board of Supervisors.

SECTION 21. Section 7.14.010 is hereby amended to read as follows:

7.14.010 – Fee Schedule.

The license fees required to be paid to perform, carry on, conduct, or engage in any businesses, occupations or activities set forth in this Title 7, are as stated in this Chapter.

	ANNUAL/ONE YEAR FEES AND RENEWALS	
	First Year	Annual Renewal
...		
~~GUN DEALER~~ <u>GUN AND AMMUNITION DEALERS</u>	~~\$739~~ <u>\$954</u>	~~\$279~~ <u>\$577</u>
...		

[CH746EMCC]

ATTACHMENT 2
December 20, 2023 Staff Report



City Council Staff Report

DATE: December 20, 2023

AGENDA ITEM NO: Public Hearing - 4C

TO: The Honorable Mayor and City Council
FROM: Karl H. Berger, City Attorney
SUBJECT: An Ordinance Incorporating by Reference Chapter 7.46 of Los Angeles County Code Title 7 – Business Licenses into a new Chapter 5.90 of the Monterey Park Municipal Code (“MPMC”)

RECOMMENDATION:

It is recommended that the City Council consider:

1. Introducing and waiving first reading, and continuing the scheduled public hearing from December 20, 2023 to January 17, 2024 (pursuant to Government Code § 50022.3) to adopt an Ordinance that would incorporate by reference Los Angeles County Code Title 7, Chapter 7.46 regarding the regulation of gun dealers within the City of Monterey Park (“City”); and
2. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY

Since January, the City Council undertook a series of action in response to the mass shooting that killed 11 individuals and wounded nine others. It was the worst shooting in Los Angeles County history. In August, the City Council adopted Resolution No. 2023-R67 which, among other things, gave direction to the City Manager and City Attorney to take actions needed to support reasonable gun regulation. The draft ordinance, if adopted, would add a new Chapter to the Monterey Park Municipal Code (“MPMC”) requiring gun dealers to acquire a police permit to operate.

CEQA DETERMINATION

This Ordinance is exempt from 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.*) in that it is not a “project” for purposes of CEQA, as that term is defined by CEQA Guidelines § 15378. Specifically, this Ordinance constitutes creation of government regulations which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In addition, this Ordinance is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment.

BACKGROUND

The City Council took significant strides to enhance gun and ammunition regulations within the City. This includes adopting two ordinances be drafted: one requiring that trigger locks or storage devices be used for firearms; the other prohibiting firearms on City-owned property. On August 16, 2023, City Council, in accordance with Section 3(B)(8) of Resolution No. 2023-R15, adopted Ordinance § 9.58.050 entitled “Safe Storage” to the MPMC. City Council also adopted Resolution No. 2023-R67, declaring the City Council’s intent to support federal, state, and local gun regulation, including adopting various city-wide policies and authorizing the City Manager to implement the City Council’s policies. Resolution No. 2023-R67 declared City Council’s commitment to lend the City’s support to all reasonable legislation that is intended to protect public health and safety while maintaining an individual’s constitutional rights as to owning firearms. In addition, through Resolution No. 2023-R67, City Council approved a pledge for all elected officials, approved standard conditions of approval for certain conditional use permits (“CUP”), and authorized the city manager to implement this resolution. On November 7, 2023, the Los Angeles Board of Supervisors adopted an ordinance amending the Los Angeles County Code (“LACC”) governing licenses required by gun dealers within the County’s jurisdiction. LACC Title 7 is comprised of two Divisions: Division 1 contains the general administrative framework, including application requirements, processing information, enforcement provisions, and a schedule of fees; and Division 2 sets forth the specific business licensing requirements and prerequisites for the business activities the licensed by the County.

A review of the LACC, as amended on November 7th, suggests that the City Council may wish to incorporate the County regulations into the MPMC by reference. The Monterey Park Police Department (“MPPD”) would then administer the permitting process for gun dealers located within the City’s jurisdiction.

The draft Ordinance would add a new Chapter 5.90 to the MPMC that would accomplish the following:

- Requires Gun and Ammunition Dealers apply for a police permit and to annually those permits;
- Requires security camera systems consistent with the Penal Code;
- Restricts minors' presence where guns and ammunition are sold;
- Requires signs warning of risks associated with Guns be displayed;
- Requires an approved firearm safety device upon delivery of any gun sold, leased, or transferred;
- Requires Gun and Ammunition Dealers secure and maintain on the business premises a record of every gun and ammunition purchaser's thumbprint;

- Requires the maintenance of annual sales reports of Guns and Ammunition sold on the business premises for five years and the maintenance of inventory in real-time; and
- Requires the names of suspended and revoked permittees to be publicly posted.

Some of these requirements are duplicative of regulations already adopted by the City Council.

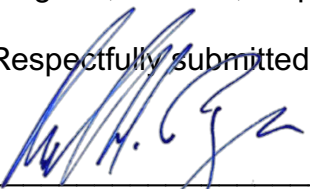
IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports the City's strong desire to heighten safety standards and regulations affecting the use and purchase of firearms in the City.

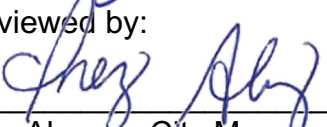
FISCAL IMPACT

A public hearing to set a permit fee will be noticed for January 17, 2023. Any such fees will offset the costs associated with issuing and enforcing the proposed permits. The fees are based on full cost recovery and include administration and enforcement of the program, salaries, employee benefits, indirect costs, and services and supplies.

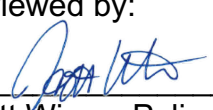
Respectfully submitted and prepared by:


 Karl H. Berger, City Attorney

Reviewed by:


 Inez Alvarez, City Manager

Reviewed by:


 Scott Wiese, Police Chief

ATTACHMENTS

1. Draft Ordinance



City Council Staff Report

DATE: January 17, 2024

AGENDA ITEM NO: New Business - 5A

TO: The Honorable Mayor and City Council
FROM: Diana Garcia, Assistant City Manager
SUBJECT: A Resolution of the City Council of the City of Monterey Park, California
Appointing Council Representatives to Specific Organizations

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution appointing representatives to specific organizations; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City Council generally appoints representatives to various regional and community organizations annually. Appointments are recommended by the Mayor and confirmed by the City Council.

BACKGROUND:

There are currently 11 associations/organizations requiring a City Council representative or designee. One organization, the Los Angeles County Sanitation District, requires that the Mayor be the Council representative. The alternate representative has traditionally been the Mayor Pro Tem.

At the November 1, 2023 City Council meeting, the City Council appointed Joseph Leon as the City's Representative to the San Gabriel Valley Mosquito and Vector Control District for a term of two years pursuant to Health and Safety Code § 2024(a).

Attached for reference is Resolution No. 2023-R6, which lists the current appointments.

FISCAL IMPACT:

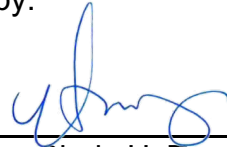
None.

Respectfully submitted by:



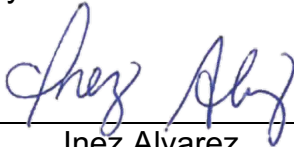
Diana Garcia
Assistant City Manager

Prepared by:



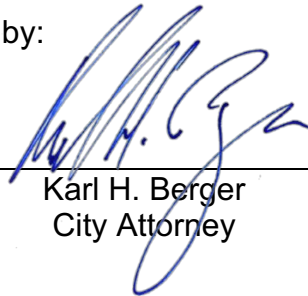
Cindy H. Trang
Deputy City Clerk

Reviewed by:



Inez Alvarez
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS

1. Resolution No. 2023-R6
2. Organizations Description and Meeting Dates/Times
3. Draft Resolution

ATTACHMENT 1

Resolution No. 2023-R6

RESOLUTION NO. 2023-R6

A RESOLUTION APPOINTING CITY COUNCILMEMBERS TO SPECIFIC ORGANIZATIONS.

The City Council does resolve as follows:

SECTION 1. The City Council finds and declares that:

- A. The City Council of the City of Monterey Park supports elected official representation in certain local associations and organizations.
- B. These specific local associations and organizations require elected official and/or staff representation.
- C. The City Council reviews all committee/organization assignments annually, and appointments are made at the recommendation of the Mayor with City Council approval.

SECTION 2. Council Members and staff are appointed to the following local associations and organizations:

Board of Education/City Council Joint Use Committee (Alhambra School District)	Representative	Jose Sanchez
	Alternate:	Henry Lo
	Staff Representative:	City Manager or Designee
California Contract Cities Association	Representative:	Yvonne Yiu
	Alternate:	Vinh Ngo
Independent Cities Association	Representative:	Henry Lo
	Alternate:	Jose Sanchez
League of California Cities	Representative:	Jose Sanchez
	Alternate:	Henry Lo
Los Angeles County Sanitation District	Representative:	Mayor
	Alternate:	Mayor Pro Tem

San Gabriel Valley Council of Governments

Representative: Yvonne Yiu

Alternate: Henry Lo

San Gabriel Valley Economic Partnership

Representative: Thomas Wong

Alternate: Vinh Ngo

San Gabriel Valley Mosquito Abatement District:

Representative: Joseph Leon

Sister City Commission

Representative: Yvonne Yiu

Alternate: Vinh Ngo

Southern California Association of Governments (SCAG)

Representative: Thomas Wong

Alternate: Jose Sanchez

LAX Roundtable

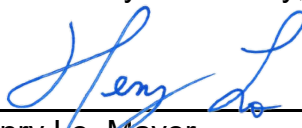
Representative: Henry Lo

Alternate: Jose Sanchez

SECTION 3. This Resolution takes effect immediately upon its adoption. The City Clerk is directed to certify to the adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 4. *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

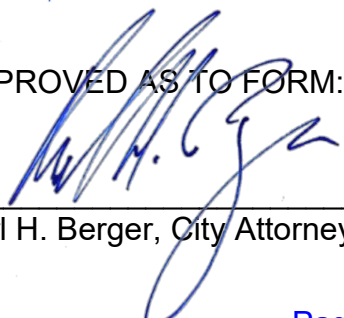
PASSED, APPROVED, AND ADOPTED this 18th day of January, 2023.


Henry Lo, Mayor

ATTEST:


Maychelle Yee, City Clerk

APPROVED AS TO FORM:


Karl H. Berger, City Attorney

State of California)
County of Los Angeles) §
City of Monterey Park)

I, Maychelle Yee, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 2023-R6 was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 18th day of January, 2023 by the following vote:

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

Dated this 18th day of January, 2023.



Maychelle Yee, City Clerk
City of Monterey Park, California

ATTACHMENT 2

Organizations Description and Meeting Dates/Times

Summary of Organizations

- **Board of Education/City Council Joint Use Committee (Alhambra Unified School District)** is a joint committee to share ideas and discuss joint use efforts between the City and the Alhambra Unified District to promote safety and well-being of the children attending the schools in the City. **Meetings: Varies.**
- **California Contract Cities Association (CCCA)** is a collection of member cities united for a common cause. The general purpose is to serve as a rallying point for cities contracting for municipal services to ensure constituents the best service at the minimum cost. Through municipal seminars, education, exchange of ideas and information, the association combines resources to influence policy decisions affecting its member cities. These cities band together to form a collective voice. **Meetings: CCCA Board of Directors meetings are typically held on the third Wednesday of each month at 6:00 p.m.** The location of meetings varies and rotates to member cities. More information, please visit: www.contractcities.org/.
- **Independent Cities Association (ICA)** is made up of nearly 40 member cities in the Southern California area and focuses on public safety, education, infrastructure, legislative advocacy, intergovernmental relationships, and other major issues that transcend the boundaries of its member cities. ICA holds two Annual Seminars bringing together city council members, city officials and business partners for the purpose of collaboration, networking, and knowledge exchange. The Winter Seminar (held in January) addresses public safety and the Summer Seminar (held in July) focuses on contemporary issues. **Meetings: 2nd Thursday and due to the COVID-19 pandemic, all board meetings will be virtual until further notice.** For more information about this organization, please visit: www.icacities.org/.
- **League of California Cities** is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities. The Los Angeles County Division is made up of 86 cities within Los Angeles County and provides members with the opportunity to exchange ideas and information and share the advantages of cooperative advocacy. The LA County Division holds general membership meetings at various times throughout the year. **Meetings vary** and details can be found at <https://www.calcities.org/los-angeles-county-division>. For more information about this organization, please visit <https://www.cacities.org/>.
- **Los Angeles County Sanitation District #2** is a public agency focused on converting waste into resources like recycled water, energy and recycled materials. The agency consists of 24 independent special districts serving about 5.6 million people in Los Angeles County. The service areas in the map below cover approximately 850 square miles and encompasses 78 cities and unincorporated areas in the county. The LA County Sanitation District #2 requires that the Mayor be the Council representative. The alternate representative has traditionally been the Mayor Pro Tem. **Meetings are hybrid and are held on the 2nd Wednesdays at 1:30 p.m. and held at 1955 Workman Mill Rd., Whittier and via Zoom.** For more information about this organization, please visit, www.lacsd.org.

- **San Gabriel Valley Council of Governments (SGVCOG)** is a joint powers authority made up of representatives from 30 cities, 3 Los Angeles County Supervisorial Districts, and the 3 Municipal Water Districts located in the San Gabriel Valley. The SGVCOG serves as a regional voice for its member agencies and works to improve the quality of life for the more than 2 million residents living in the San Gabriel Valley. The SGVCOG works on issues of importance to its member agencies, including transportation, homelessness, the environment, and water, and seeks to address these regionally. **Meetings are held on the 3rd Thursday of each month at 4 p.m. at the SGVCOG Monrovia Office, 3rd Floor, 1333 S. Mayflower Ave, Suite #360, Monrovia.** For more information about this organization, please visit www.sgvcog.org.
- **San Gabriel Valley Economic Partnership** reflect the growing and broad membership including business, local government, colleges, and universities and non-profit organizations committed to the mission of advancing the economic vitality and quality of life of the San Gabriel Valley. **Meeting dates and time vary.** For more information about this organization, please visit www.sgvppartnership.org/.
- **San Gabriel Valley Mosquito & Vector Control District** is a public health agency that provides ongoing mosquito and vector control from the San Gabriel Mountain foothills to the 26 cities in the San Gabriel Valley. **Meetings are held on the 2nd Friday of each month at 7:00 a.m. at the District's offices located at 1145 N. Azusa Canyon Road, West Covina.** For more information about this organization, please visit www.sgvmosquito.specialdistrict.org.
- **Sister Cities Commission** is a City's commission to promote friendship, goodwill and a communication amongst the Sister Cities of Monterey Park by participate in the exchange of cultures bringing about productive and lasting friendships, cultural events, and programs promoting the exposure of each five Sister Cities cultures. **Meetings are held quarterly on the 1st Tuesday of January, April, July and October at 7 p.m. at the Monterey Park Bruggemeyer Library.** For more information, please visit www.montereypark.ca.gov/651/Sister-Cities-Commission
- **Southern California Association of Governments (SCAG)** is a Joint Powers Authority under California state law, established as an association of local governments and agencies that voluntarily convene as a forum to address regional issues. Under federal law, SCAG is designated as a Metropolitan Planning Organization (MPO) and under state law as a Regional Transportation Planning Agency and a Council of Governments. **Regional Council meetings are hybrid and are held on the 1st Thursday of each month at 12:00-2:00 p.m. at the SCAG Offices located at 900 Wilshire Blvd. Ste. 1700, Los Angeles or via Zoom.** For more information about this organization, please visit www.scag.ca.gov.
- **LAX/Community Noise Roundtable** was created in September 2000 to provide an interactive forum to address current aircraft noise issues associated with aircraft operations to, from and at Los Angeles International Airport. Membership of the Roundtable consists of local elected officials and staff, representatives of congressional offices, members of recognized community groups, the FAA, the airlines and LAWA. This forum provides a mechanism to identify and address noise concerns by recommending courses of action to LAWA, the FAA, or other responsible

entity that could reduce noise over affected communities. **The Roundtable currently meets on the 3rd Wednesday of every odd numbered month and may schedule additional meetings as needed and held via video conference until further notice.** For more information about this organization, please visit www.lawa.org/lawa-environment/noise-management/lawa-noise-management-lax/community-noise-roundtable.

ATTACHMENT 3

Draft Resolution

RESOLUTION NO.

A RESOLUTION APPOINTING CITY COUNCILMEMBERS TO SPECIFIC ORGANIZATIONS.

The City Council does resolve as follows:

SECTION 1. The City Council finds and declares that:

- A. The City Council of the City of Monterey Park supports elected official representation in certain local associations and organizations.
- B. These specific local associations and organizations require elected official and/or staff representation.
- C. The City Council reviews all committee/organization assignments annually, and appointments are made at the recommendation of the Mayor with City Council approval.

SECTION 2. Council Members and staff are appointed to the following local associations and organizations:

**Board of Education/City Council Joint Use
Committee (Alhambra School District)**

Representative:

Alternate:

Staff City Manager or
Representative: Designee

California Contract Cities Association

Representative:

Alternate:

Independent Cities Association

Representative:

Alternate:

League of California Cities

Representative:

Alternate:

Los Angeles County Sanitation District

Representative: Mayor

Alternate: Mayor Pro Tem

San Gabriel Valley Council of Governments

Representative:

Alternate:

San Gabriel Valley Economic Partnership

Representative:

Alternate:

**San Gabriel Valley Mosquito Abatement
District:**

Representative: Joseph Leon

Sister City Commission

Representative:

Alternate:

**Southern California Association of
Governments (SCAG)**

Representative:

Alternate:

LAX Roundtable

Representative:

Alternate:

SECTION 3. This Resolution takes effect immediately upon its adoption. The City Clerk is directed to certify to the adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 4. *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

PASSED, APPROVED, AND ADOPTED this 17th day of January, 2024.

Jose Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Maychelle Yee, City Clerk



Karl H. Berger, City Attorney



City Council Staff Report

DATE: January 17, 2024

AGENDA ITEM NO: New Business - 5B

TO: The Honorable Mayor and City Council
FROM: Robert Aguirre, Director of Recreation & Community Services
SUBJECT: Requesting direction from the City Council regarding the structure of the Sister Cities Commission

RECOMMENDATION:

It is recommended that the City Council consider:

1. Providing direction to the City Manager regarding the structure of the Sister Cities Commission; and
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

Resolution No. 10281 established a Sister Cities Commission in 1998 (Attachment 1). A subsequent Resolution (No. 10549) added a new sister city (Yeongdeungpo-Gu Seoul, South Korea) and expanded the Sister Cities Commission membership (Attachment 2).

The Sister Cities Commission is comprised of three members from each Sister Cities Associations, one of which is the Association President. This Commission operates differently than the City's other Commissions, with a set of by-laws developed specifically for this Commission. In 2013, the City Council exempted the Commission from the regulations generally governing the City's boards and commissions in Monterey Park Municipal Code Chapter 2.82 (Attachment 3).

Representatives from the Sister Cities Commission expressed the desire to continue with utilizing a separate set of by-laws and board members. The Commission members are not appointed by City Councilmembers and the Commission is not subject to MPMC Chapter 2.82, making oversight of the Commission by the City Council challenging. The City Manager and Recreation and Community Services Director have asked representatives from the Commission to establish a nonprofit corporation separate from the City.

Since 2021, the Sister Cities Commission has met five times out of the fifteen scheduled meetings due to lack of quorum. A quorum for the Sister Cities Commission is defined as one member from three of the five cities and at least seven members total. The Commission has not been involved in any of the City's events or programs and the City

has looked to the Community Participation Commission for support at City activities. The Director requested updated information from each of the Sisters City Associations and found that one of the Associations (Nachikatsurra, Japan) has Active nonprofit status, but none of them possess General Liability Insurance.

BACKGROUND:

Founded in 1956 by President Eisenhower, Sister Cities International is a non-profit organization that unites cities worldwide through cultural programs, business opportunities, and educational exchanges. Monterey Park currently associates itself with five Sister Cities:

- Quanzhou, China, Sister City Association
- Nachikatsurra, Japan, Sister City Association
- New Taipei City (formerly Yung-Ho) Taiwan, Sister City Association
- Morelia, Mexico, Sister City Association
- Yeongdeungpo-Gu, Seoul, South Korea Sister City Association

These associations are independent organizations. In the past, these associations have planned and implemented student exchange programs and fundraising events. The stated mission of the Sister Cities Commission includes fostering friendship, goodwill and communication among the Sister Cities; participating in the exchange of cultures through events; participating in City of Monterey Park cultural events and programs; and serving as cultural ambassadors to sister city visitors. Before 2020, the Sister Cities Commission planned a cultural event/fundraiser, a Mardi Gras event, a Look-A-Like talent show, and a fundraising dinner.

Since 2021, the City Commission has met five times out of the fifteen scheduled meetings due to lack of quorum. A quorum for the Sister Cities Commission is defined as one member from three of the five cities and at least seven members total. The Sister Cities Commission has not been involved with any City events or programs for several years.

FISCAL IMPACT:

No fiscal impact

Respectfully submitted by:



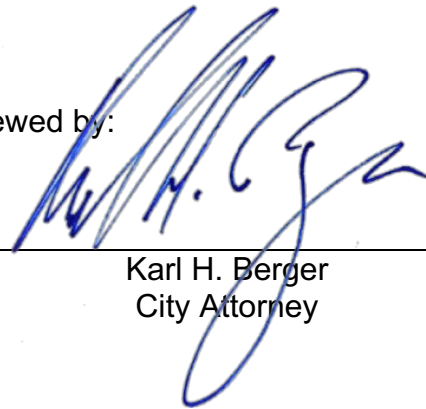
Robert Aguirre
Director of Recreation &
Community Services

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. Resolution 10281
2. Resolution 10549
3. Monterey Park Municipal Code Chapter 2.82

ATTACHMENT 1

Resolution 10281

RESOLUTION NO. 10281

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEREY PARK, CALIFORNIA, ESTABLISHING A
SISTER CITY COMMISSION

WHEREAS, the Sister City Commission is created to promote friendship, goodwill and a communication between the Sister Cities of Monterey Park by learning and accepting the beauty and uniqueness of each other's cultures; and

WHEREAS, at the City Meeting of June 17, 1998, the Council of the City of Monterey Park adopted the establishment of the Sister City Commission.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES HEREBY RESOLVE, DECLARE, AND DETERMINE AS FOLLOWS:

SECTION 1. Establish the Sister City Commission to fall under the jurisdiction of the City Manager's Office.

SECTION 2. The Sister City Commission is authorized to establish its own bylaws, elect its own officers and submit an annual report to the City Council.

SECTION 3. The Sister City Commission shall not be subject to the regulation set forth under the Monterey Park Municipal Code Chapter 2.82.

SECTION 4. The Mission Statement of the Sister City Commission is:

- (a) to foster friendship, goodwill and a communication among the Sister Cities of Monterey Park through direct personal contact.
- (b) to participate in the exchange of cultures bringing about productive and lasting friendships.
- (c) to participate in the City of Monterey Park's cultural events and programs promoting the exposure of their culture.
- (d) to serve as cultural ambassadors to sister city visitors, thus bringing recognition to the City of Monterey Park.

SECTION 5. Members of the Sister City Commission, presently, shall be the President and one (1) member of each of the four (4) Sister City Associations, constituting an eight (8) member commission plus a corresponding/minutes secretary. However, should the City establish any new Sister City relationships, then those Associations shall automatically become members with their respective President and one (1) member being seated on the Commission.

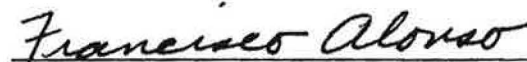
Resolution No. 10281
Page No. Two

SECTION 6. The Sister City Commission shall presently be composed of the following Monterey Park Sister City Associations:

- (a) Quanzhou, China Sister City Association
- (b) Nachikasuura, Japan Sister City Association
- (c) Yung-Ho, Taiwan Sister City Association
- (d) Morelia, Mexico Sister City Association

SECTION 6. The Sister City Commission will select a Council Member to attend the meetings in an advisory capacity for the City of Monterey Park.

PASSED, APPROVED, AND ADOPTED this 17th day of June, 1998 .


Francisco Alonso, Mayor
City of Monterey Park,
California

Attest:


David M. Barron, City Clerk
City of Monterey Park
California

Resolution No. 10281
Page No. Three

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, David M. Barron, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No.10281 was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 17th day of June, 1998 , by the following vote:

Ayes:	COUNCILMEMBERS:	PURVIS, BALDERRAMA, VALENZUELA, CHU, ALONSO
Naes:	COUNCILMEMBERS:	NONE
Absent:	COUNCILMEMBERS:	NONE
Abstain:	COUNCILMEMBERS:	NONE

Dated this 17th day of June, 1998.


David M. Barron, City Clerk
City of Monterey Park,
California

ATTACHMENT 2

Resolution 10549

RESOLUTION NO. 10549

AN AMENDMENT TO RESOLUTION NO. 10281 OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA RELATING TO THE NUMBER OF COMMISSIONERS TO SERVE ON THE SISTER CITIES COMMISSION.

WHEREAS, on June 17, 1998, in an effort to further promote friendship, goodwill and communication among the Sister City Associations of Monterey Park, the Sister Cities Commission was established by Resolution No. 10281; and

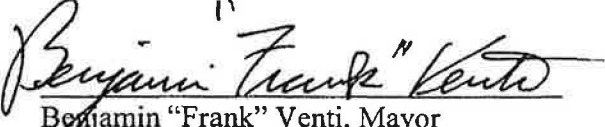
WHEREAS, currently there are eight commissioners, the President and one representative from each of the four Sister City Associations of Monterey Park (Morelia, Mexico; Yung-Ho, Taiwan, Quanzhou, China; Nachikatsuura, Japan) serving on the commission; and

WHEREAS, at their meeting of July 11, 2000, the Sister Cities Commission requested an amendment to Section 5 of Resolution No. 10281 to increase the number of representatives whereby the President and two representatives from each sister city association will serve on the Commission.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES HEREBY AMEND SECTION 5 OF RESOLUTION NO. 10281 TO READ AS FOLLOWS :

"Members of the Sister Cities Commission shall be the President and *two* members of each of the four Sister City Associations, constituting a twelve (12) member commission plus a corresponding/minutes secretary. However, should the City establish any new Sister City relationships, then those Associations shall automatically become members with their respective President and two (2) members being seated on the commission."

PASSED, APPROVED, AND ADOPTED this 4th day of October, 2000.


Benjamin "Frank" Venti, Mayor
City of Monterey Park,
California

Attest:


David M. Barron, City Clerk
City of Monterey Park
California

Resolution No. 10549

Page No. Two

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, David M. Barron, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 10549 was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 4th day of October, 2000, by the following vote:

Ayes: COUNCILMEMBERS: VALENZUELA, CHU, BALDERRAMA, ALONSO, VENTI
Naes: COUNCILMEMBERS: NONE
Absent: COUNCILMEMBERS: NONE
Abstain: COUNCILMEMBERS: NONE

Dated this 4th day of October, 2000.



David M. Barron, City Clerk
City of Monterey Park,
California

ATTACHMENT 3
Monterey Park Municipal Code Chapter 2.82

RESOLUTION NO. 11589

A RESOLUTION ESTABLISHING VARIOUS BOARDS AND COMMISSION IN ACCORDANCE WITH CHAPTER 2.82 OF THE MONTEREY PARK MUNICIPAL CODE.

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

SECTION 1: Unless otherwise provide by this Resolution, all Boards and Commissions established by this Resolution will conform with Monterey Park Municipal Code ("MPMC") Chapter 2.82 as to membership, terms, and procedures.

SECTION 2: **Commission on Aging.** The City Council establishes a Commission on Aging as follows:

A. *Membership.* The Commission on Aging will consist of ten individuals. Each councilmember may appoint two individuals to the Commission on Aging in accordance with MPMC Chapter 2.82.

B. *Responsibilities.* The Commission on Aging may undertake the following activities:

1. Provide liaison and coordination among the senior citizen community, the city council, the recreation and parks commission, the community relations commission, community service organizations, and other governmental and private agencies in relation to aging;
2. Promote and encourage community interest and responsibility to correct and prevent problems of aging;
3. Obtain resources for available grants and funds for senior citizen projects;
4. Improve the physical and social environment with respect to senior citizens;
5. Obtain and distribute resource information for various services intended to benefit senior citizens such as legal aid, medical programs, housing and transportation;
6. Encourage established agencies to take responsibility for meeting needs as they are discovered and to take all appropriate action;

7. Develop and assist in planning appropriate services or projects if existing agencies are unable to meet the need;
8. Participate in the establishment of the policy and/or program development of such service or project during and after its formulation; and
9. Act in an advisory capacity to the city council in all matters pertaining to senior citizen problems.

SECTION 3: Business Improvement District Advisory Committee. The City Council establishes a Business Improvement District Advisory Committee as follows:

- A. *Membership.* Members serving on the Business Improvement District Advisory Committee must own or operate a business within the business improvement district.
- B. *Responsibilities.* The Business Improvement District Advisory Committee may undertake the following activities:
 1. Make recommendations to the City Council regarding operations and marketing for the downtown business area;
 2. Make recommendations to the City Council regarding the methods and ways in which the revenue is derived from the charges, assessments and contributions imposed or authorized by Chapter 5.82 of this Code and California Streets and Highways Code §§ 36500, *et seq.*

SECTION 4: Youth Advisory Board. The Youth Advisory Board established by Resolution No. 9939 and Resolution No. 9984 is dissolved and Resolution Nos. 9939 and 9984 are repealed.

SECTION 5: Community Participation Commission. The City Council establishes a Community Participation Commission as follows:

- A. *Membership.* The Community Participation Commission will consist of ten members plus seven non-voting youth members. Each councilmember may appoint two individuals to the Community Participation Commission in accordance with MPMC Chapter 2.82.
- B. Youth members will be selected by the Community Participation Commission as follows:
 1. Three members from the Alhambra Unified School District;

2. Two members from the Montebello Unified School District;
3. Two members at large from the community to accommodate students attending private schools
4. Members must be currently attending high school or attended within the last six months.

C. *Responsibilities.* The Community Participation Commission may undertake the following activities:

1. Coordinate activities and programs with the Youth Advisory Board;
2. Seek out and publicize artistic, cultural and historic exhibits, performances and opportunities that enhances the community;
3. Increase public awareness and appreciation of Monterey Park's history and heritage;
4. Preserve memorabilia and records of the history of Monterey Park and maintain a written history of the city;
5. Conduct and recommend programs which will increase good will among residents of the community and open new opportunities into all phases of community life for all residents;
6. To make residents aware of the services, programs and organizations available in the community;
7. Provide information and opportunities for newcomers to become involved in the community;
8. Foster mutual regard and understanding among all racial, religious and ethnic groups in the community;
9. Participate in community affairs;
10. Promote and encourage community interest and responsibility to correct and prevent conditions of neighborhood blight and deterioration by developing programs and resources in order to provide for a more suitable living environment for all residents;
11. Involve youths in community activities; and

12. Act in an advisory capacity to the city council on all matters pertaining to the city's community participation activities.
13. Review existing youth programs and make recommendations to improve these programs;
14. Inform the Community Participation Commission and City Council of the needs, concerns, achievements, goals and problems of the youth in the community;
15. Promote increased interest and participation among the youth in community affairs;
16. Foster increased understanding between youth groups within the community by providing conflict resolution; and
17. Provide an annual report to the City Council via the Community Participation Commission regarding the status of the community's youth.

SECTION 6: Economic Development Advisory Commission. The City Council establishes an Economic Development Advisory Commission as follows:

- A. *Membership.* Each member must be either a resident of the city or have business experience with a background in finance, economics or development.
- B. *Responsibilities.* The Economic Development Advisory Commission may undertake the following activities:
 1. Monitor implementation of the most current economic development strategic plan adopted by the city council;
 2. Recommend updates or amendments to the economic development strategic plan as deemed necessary;
 3. Provide the city council with annual reports on progress towards meeting economic and community development goals as identified in the economic development strategic plan; and
 4. Act in an advisory capacity to the city council on the needs of local businesses, and the availability of economic development opportunities and resources.

SECTION 7: Environmental Commission. The City Council establishes an Environmental Commission as follows:

A. *Membership.* The Environmental Commission will consist of five members plus two ex officio youth members appointed by the Environmental Commission. Each member may be a resident of the city of Monterey Park, an individual operating or working in the city of Monterey Park, or a professional or scholar in the environmental field.

B. *Responsibilities.* The Environmental Commission may undertake the following activities:

1. Develops and implement policies and procedures relevant to the environment and sustainability of the community;
2. Promote programs to increase the education and awareness of the environment, in addition to providing direct benefits to individual residents and businesses through dollar savings;
3. Investigate potential funding in order to implement programs directly in the community and to operate the activities of the commission;
4. Monitoring legislative activities that would affect the city and provide recommendations to the city council;
5. Undertake such activities as directed by the city council for other issues deemed necessary as the environmental integrity of the city that affects numerous areas of municipal government, planning, transportation, air quality, congestion management, and community improvement; and
6. Serve in advisory capacity to the city council on issues deemed relevant to the environment and sustainability of the city.

SECTION 8: Recreation and Parks Commission. The City Council establishes a Recreation and Parks Commission as follows:

A. *Membership.* The Recreation and Parks Commission will consist of five members plus ex officio member(s) as approved by the city manager or it's designees. Regular members cannot hold any paid office or employment in the city government.

B. *Responsibilities.* The Recreation and Parks Commission may undertake the following activities:

1. Act in advisory capacity to the city council and administrative personnel in all matters pertaining to parks, parkways and public recreation and to cooperate with other governmental agencies and civic groups in the acquisition, planning and programming thereof;
2. Formulate and propose policies on recreation services for approval by the city council;
3. Make periodic inventories of recreation services that may be needed and interpret the needs of the public to the city council and administration;
4. Aid in coordinating the recreation services with the programs of other governmental agencies and voluntary organizations;
5. Inform the public of the policies and functions of the recreation and parks program; and
6. Inform, advise and cooperate with boards of education and boards of school trustees of school districts comprising a part of the city or being immediately adjacent to the city to the extent that such information, advice and cooperation shall be proper and desirable in preparing, revising or carrying out the park or recreation program of the city.

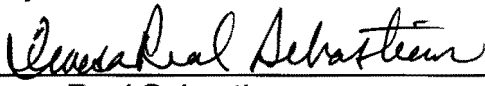
SECTION 9: All boards and commissions nametags, business cards and letterheads must be approved by the city manager or his designee.

SECTION 10. Resolution is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*) because it consists only of revisions and clarifications to existing codes and procedures regarding appointing persons to City commissions, boards, and committees. Adopting this Resolution will not have the effect of deleting or substantially changing any regulatory standards or required findings.

SECTION 11: This Resolution will become effective on the same date as Ordinance No. 2098 and will remain effective unless repealed or superseded.

SECTION 12: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED this 19th day of June, 2013.

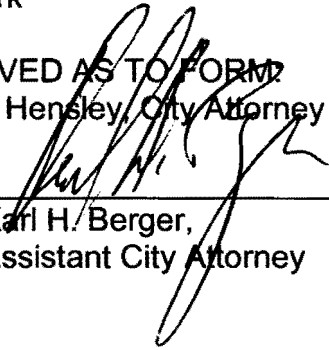


Teresa Real Sebastian,
Mayor

ATTEST: 

Vincent Chang,
City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: 

Karl H. Berger,
Assistant City Attorney

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 11589 was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 19th day of June, 2013, by the following vote:

Ayes: Council Members: Chan, Liang, Wong
Nayes: Council Members: Ing, Real Sebastian
Absent: Council Members: None
Abstain: Council Members: None

Dated this 19th day of June, 2013.



Vincent Chang, City Clerk
City of Monterey Park, California



City Council Staff Report

DATE: January 17, 2024

AGENDA ITEM NO: New Business - 5C

TO: The Honorable Mayor and City Council

FROM: Karl H. Berger, City Attorney

SUBJECT: Consideration and possible action to authorize the Mayor to execute a three-year Employment Agreement (with one-year extension) with Ms. Inez Alvarez, in a form approved by the City Attorney, for City Manager services. Fiscal impacts include, without limitation, a (1) base compensation for a total of \$265,000 beginning November 15, 2023; (2) vehicle allowance of \$600 per month; and (3) medical, disability, and other fringe benefits including, without limitation, CalPERS retirement benefits substantially the same as other department directors. The total compensation package is approximately \$325,278 for the first year. An increase in base salary to median salary (of similarly sized cities) may occur on January 1, 2025 with a corresponding increase in total compensation.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorize the Mayor to execute an Agreement with Ms. Inez Alvarez, in a form approved by the City Attorney; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Upon direction from the City Council, the City Attorney negotiated a three-year employment agreement with Ms. Inez Alvarez to serve as City Manager. This Agreement includes a one-year extension. Ms. Alvarez was appointed City Manager on November 15, 2023.

A summary of the Agreement (see Attachment A) includes:

- A base salary of \$265,000 beginning November 15, 2023
- \$600 a month car allowance; and
- Substantially similar benefits (health, leave times, etc.) as other executive management employees.

BACKGROUND:

City Manager Alvarez first joined the City of Monterey Park in 2018 as the Director of Recreation and Community Services. In 2020 – during the COVID-19 Pandemic – Ms. Alvarez was appointed as the Assistant City Manager. She served in that capacity until the retirement of former City Manager Ron Bow in July 2023. Until she was appointed City Manager on November 15, 2023, Ms. Alvarez served as Interim City Manager after Mr. Bow's departure.

A comprehensive overview of Ms. Alvarez's accomplishments during (and before) her employment with the City is included in her attached resume. Among other things, Ms. Alvarez is a doctoral candidate for a doctorate in Public Administration (expected in 2024). Ms. Alvarez is the 20th City Manager for the City of Monterey Park since 1948.

FISCAL IMPACT:

The total compensation package for Ms. Alvarez in the first year of the Agreement is \$325,278. It is anticipated that the base salary will increase on January 1, 2025 to a competitive median salary with a corresponding increase in the total compensation package.

Respectfully submitted by:



Karl H. Berger
City Attorney

ATTACHMENTS

1. City Manager Employment Agreement
2. Resume
3. Historical City Manager List

ATTACHMENT 1

City Manager Employment Agreement

**CITY OF MONTEREY PARK
CITY MANAGER EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into on the ____ day of January 2024, by and between the CITY OF MONTEREY PARK, a municipal corporation and general law city ("CITY") and INEZ ALVAREZ, an individual ("EMPLOYEE"). CITY and EMPLOYEE agree as follows:

1. **RECITALS.** This Agreement is entered into with the following understandings and objectives:

- A. CITY desires to employ EMPLOYEE as City Manager as provided by California law and CITY's past practice.
- B. It is CITY's desire to provide certain benefits, establish certain conditions of employment and set working conditions of EMPLOYEE.
- C. It is CITY's desire to secure and retain EMPLOYEE and to provide inducement to remain in such employment; deter against malfeasance or dishonesty for personal gain on EMPLOYEE's part; and permit a reasonable means of terminating EMPLOYEE's services.
- D. EMPLOYEE desires to accept employment as City Manager, pursuant to the terms and conditions herein set forth.

2. **DUTIES:** EMPLOYEE is appointed as CITY's City Manager. CITY agrees to employ EMPLOYEE to perform the functions and duties specified by statute and relevant CITY ordinances and resolutions for a City Manager, and to perform such other legally permissible and proper duties and functions as CITY may from time to time assign.

3. **TERM:**

- A. This Agreement will become retroactively effective on November 15, 2023 and, except as otherwise provided, terminate on December 31, 2027. Unless terminated or amended at least 60 days before December 31, 2027, this Agreement will renew on January 1, 2028 for one additional year.
- B. Except as otherwise provided in this Agreement, nothing prevents, limits, or otherwise interferes with the right of the City Council to terminate the services of EMPLOYEE at any time.
- C. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of EMPLOYEE to resign at any time from his position with CITY in accordance with this Agreement.

- D. Except as otherwise provided EMPLOYEE agrees to remain in the exclusive employ of CITY and not become employed by any other employer until this Agreement lapses or is terminated. Notwithstanding the foregoing, EMPLOYEE may, with the City Council's prior approval, undertake limited outside activities for teaching, writing, or other City Council approved activity, not to exceed four hours per week, if performed outside of normal working hours and provided that such activities do not in any way interfere with or adversely affect his employment as City Manager or the performance of his duties as provided herein.

4. **TERMINATION AND SEVERANCE PAY:**

- A. EMPLOYEE serves at the City Council's pleasure and may be terminated at any time, with or without cause.
- B. Except as otherwise provided in this Agreement, in the event EMPLOYEE and/or this Agreement is terminated by the City Council during such time that EMPLOYEE is willing and able to perform duties of City Manager such that the termination date would occur before December 31, 2027 (or, if renewed, December 31, 2028), and EMPLOYEE delivers a fully executed copy of the Separation and Release Agreement attached as Exhibit "A," and incorporated by reference, within 30 days of termination then, in that event, CITY agrees to pay EMPLOYEE a lump sum amount equal to the lesser of (i) the amount of base pay that EMPLOYEE would have earned through December 31, 2027 (or, if renewed, December 31, 2028); or (ii) six months of EMPLOYEE's base salary.
- C. Should EMPLOYEE be terminated for cause including, without limitation, the willful breach or habitual neglect of the duties that EMPLOYEE is required to perform under the terms of this Agreement; conviction of any felony; conviction of any crime involving moral turpitude; or removal from office by the Grand Jury; then, in that event, CITY has no obligation to pay any severance designated in this Section except benefits which otherwise vested in EMPLOYEE.
- D. Upon any termination of this EMPLOYEE's employment, CITY will pay EMPLOYEE upon the effective date of such termination, an amount equal to the value of the employee's accumulated, but unpaid and unused vacation and sick time in accordance with the vacation and sick time cash out policies applicable to the executive management employees.
- E. In the event CITY, at any time during the employment term, reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction of all CITY employees, or in the event CITY refuses, following written notice, to comply with any other provision benefiting EMPLOYEE herein, or EMPLOYEE resigns following a

formal written request by a majority of the City Council that she resign; then, in that event, EMPLOYEE may, at her option, be deemed “terminated” at the time of such reduction, or after the next City Council meeting after such suggestion is made, in which case, EMPLOYEE is entitled to be paid severance pay and receive the other severance benefits described in this Section.

- F. CITY may not terminate EMPLOYEE during the 120-day period following a general or special election for City Council or following the appointment of a new Council, except for willful misconduct.
- G. In the event EMPLOYEE voluntarily resigns her position with CITY before expiration of the aforesaid term of employment, EMPLOYEE must give CITY a minimum of 30 calendar days prior written notice to the Mayor or the City Attorney. In that event, EMPLOYEE is not entitled to severance.

5. **HOURS OF WORK:** EMPLOYEE is expected to work at least 40 hours per week, including devoting necessary time outside normal office hours to the business of CITY. To that end EMPLOYEE can adjust his hours of work as may be appropriate under the circumstances.

6. **FRINGE BENEFITS:**

- A. *Separation of Benefits.* The Parties intend that EMPLOYEE’s fringe benefits be separate from that of the Executive Management Team as identified in Resolution No. 12236, adopted April 21, 2021. Accordingly, while this Agreement incorporates certain sections of Resolution No. 12236 by reference, it is not linked to any amendments to Resolution No. 12236 or subsequently adopted resolutions. All substantive sections of Resolution No. 12236 are incorporated by reference except Sections 1, 2, 3, 4, 15, 22, and 24. **Section 9 of Resolution No. 12236 will survive termination of this Agreement unless EMPLOYEE is terminated for cause or is paid a severance as anticipated above.**
- B. *Automobile Expense Allowance.* CITY will provide EMPLOYEE with an automobile expense allowance of \$600 per month. EMPLOYEE must provide her own automobile for her use in the performance of her duties and be responsible for all maintenance, repair, fuel and insurance expenses for said vehicle. CITY must be named as an additional insured on EMPLOYEE’s personal automobile insurance for liability purposes.
- C. *Dues and Subscriptions:* To the extent feasible, CITY agrees to budget and to pay the professional dues and subscriptions of EMPLOYEE necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her

continued professional participation, growth, and advancement, and for the good of CITY.

D. *Professional Development:*

- i. To the extent feasible, CITY agrees to budget and pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continued professional development of EMPLOYEE and to adequately pursue necessary official and other functions for CITY including, without limitation, the International City Managers Association Conference, the League of California Cities, and regional, state, and local governmental groups and committees thereof on which EMPLOYEE serves as a member. Such reimbursement must be according to such travel reimbursement policies as are then in effect for other CITY employees. The parties intend that this will cover one national conference and two state conferences annually.
- ii. CITY also agrees that, to the extent feasible, and with City Council approval, it will budget and pay for the travel and subsistence expenses for EMPLOYEE for short courses in institutes and seminars that are necessary for his professional development and for the good of CITY.

DI. *Vacation.* As of November 15, 2023, EMPLOYEE is credited with **xxx** hours of vacation leave. Thereafter, she will accrue vacation leave at 200 hours per year up to a cap of 600 hours, i.e., EMPLOYEE cannot accrue vacation leave over 600 hours.

7. **SALARY:**

- A. Beginning November 15, 2023, CITY agrees to pay EMPLOYEE for her services rendered pursuant to this Agreement an annual salary of \$265,000 which is payable to EMPLOYEE in equal installments at the same time as other employees of CITY are paid.
- B. Subject to a one-year performance evaluation, or if no evaluation is conducted within 30 days of EMPLOYEE's request, January 1, 2025 CITY will pay EMPLOYEE for her services rendered pursuant to this Agreement an annual salary comparable to the median salary of city managers in similarly sized cities which is payable to EMPLOYEE in equal installments at the same time as other CITY employees are paid.
- C. Nothing in this Section prevents CITY's City Council from increasing or decreasing EMPLOYEE's salary to a different amount following an evaluation and written amendment to this Agreement.

8. **CHANGES**: This Agreement may be changed or amended by the mutual written consent of CITY and EMPLOYEE. Any benefits to EMPLOYEE under this Agreement may be increased or added to by motion of the City Council without formal amendment to the Agreement.

9. **BONDING**: CITY will pay for the cost of fiduciary bonds required of EMPLOYEE as a consequence of the exercise of his duties under this Agreement.

10. **INDEMNIFICATION**:

- A. CITY must indemnify and defend EMPLOYEE from any and all claims, demands, actions, losses, or charges arising out of, related to, or as a consequence of EMPLOYEE performing his duties as City Manager. Further, CITY must pay all expenses, costs and attorney's fees arising out of or related to the same.
- B. The Parties agree that this Section will survive the termination of this Agreement and EMPLOYEE's employment. CITY's obligations under this Section apply whether EMPLOYEE is or is not employed by the CITY at the time any such claim, demand, action, loss or charge is made or occurs, as the case may be so long as the action giving rise to the claim occurred during the time EMPLOYEE was employed by CITY.

11. **CITY MANAGER DUTIES AND ETHICS CODE**: The City Council will not intervene with the execution of the City Manager's powers and duties as provided by the Monterey Park Municipal Code or other applicable law. EMPLOYEE is expected to conform to the ICMA Code of Ethics.

12. **PERFORMANCE EVALUATION**: The City Council may evaluate EMPLOYEE at any time and must provide a written evaluation of EMPLOYEE's performance on an annual basis (on or before the anniversary date of this Agreement). Such evaluations will become a part of EMPLOYEE's personnel file. For any such evaluation, EMPLOYEE or the City Council may require that CITY contract with a third-party consultant to interview individual City Councilmembers regarding EMPLOYEE's performance and prepare a report for the entire City Council to use in evaluating EMPLOYEE's performance.

13. **ASSEMBLY BILL 1344 (GOVERNMENT CODE § 53243, ET SEQ.) COMPLIANCE**: To the extent CITY provides: (i) paid leave to EMPLOYEE pending an investigation; (ii) funds for the legal criminal defense of the EMPLOYEE; and/or (iii) a cash settlement to EMPLOYEE related to the termination of the EMPLOYEE, pursuant to this AGREEMENT and Government Code § 53243, *et seq.*, EMPLOYEE must fully reimburse the City for any and all amounts paid by the City which fall within subsections (i) through (iii) in the event that the EMPLOYEE is convicted of a crime involving the abuse of his office or position.

14. **WAIVER OF BREACH**: No waiver of the breach of any of the covenants, agreements, provisions, or conditions of this Agreement by either party will be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, provisions or conditions of this Agreement. No delay or omission of CITY or EMPLOYEE in exercising any right, power, or remedy herein provided in the event of default will be construed as a waiver thereof, or acquiescence therein.

15. **ENTIRE CONTRACT**: This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force or effect excepting a subsequent modification in writing signed by CITY and EMPLOYEE.

16. **PARTIAL INVALIDITY**: Partial invalidity of this Agreement will not affect the remainder.

17. **VENUE**: This Agreement will be interpreted in accordance with California law and venue is in Los Angeles County.

18. **BINDING EFFECT**: This Agreement is binding upon and inures to the benefit of the parties and their successors, heirs, agents and personal representatives.

19. **SEVERABILITY**: Each portion of this Agreement is separate and if any portion is found to be invalid by a court of competent jurisdiction, the remaining portions must each remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed this ____ day of January 2024.

City of Monterey Park,
a municipal corporation.

Jose Sanchez, Mayor

Inez Alvarez

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM



Karl H. Berger, City Attorney

EXHIBIT A

SEPARATION AND RELEASE AGREEMENT

This Separation, Severance and General Release Agreement ("AGREEMENT") is made and executed as of _____, by and between INEZ ALVAREZ ("EMPLOYEE") and the CITY OF MONTEREY PARK ("CITY"). The Parties agree as follows:

1. RECITALS

- A. EMPLOYEE commenced employment with the CITY as city manager on or about November 15, 2023. Pursuant to an employment agreement executed on or about January __, 2024 (the "Employment Agreement"), the Parties agreed that EMPLOYEE would be paid a lump sum amount for severance if terminated for convenience and after executing this AGREEMENT.
- B. This AGREEMENT is made to amicably resolve all matters between EMPLOYEE and the CITY regarding EMPLOYEE's employment and the cessation of employment.
- C. The parties understand and agree that a material purpose of this AGREEMENT is to resolve any disputes and CLAIMS arising from or relating to EMPLOYEE's employment with CITY, if any, and provide for a separation payment for EMPLOYEE.

2. CONSIDERATION

- A. In exchange for EMPLOYEE's execution, faithful performance and compliance with this AGREEMENT including, without limitation, the granting of the releases set forth herein, and in full satisfaction and settlement of EMPLOYEE's CLAIMS, if any, the CITY will pay EMPLOYEE a lump sum equivalent to six months of his then base salary or the remaining term of his Employment Agreement, whichever is less ("SEVERANCE PAYMENT") in the form of a check made payable to Inez Alvarez, to be delivered within 10 days of the EFFECTIVE DATE of this AGREEMENT. Required tax withholdings and deductions will be made from the SEVERANCE PAYMENT. EMPLOYEE understands and agrees that the employee's portion of any federal, state or local taxes, if any, that may be owed or payable on the SEVERANCE PAYMENT are the sole and exclusive responsibility of EMPLOYEE.
- B. EMPLOYEE and the CITY will bear their own attorney fees and costs incurred in connection with any disputes and this AGREEMENT.

- C. Except as otherwise provided, the parties agree that no other monies or benefits are due, owing or unpaid by reason of EMPLOYEE's employment or association with CITY and that no other monies or benefits will be paid or maintained by CITY to/for EMPLOYEE, in EMPLOYEE's name, or on EMPLOYEE's behalf. EMPLOYEE expressly agrees that the SEVRANCE PAYMENT supersedes and is substitution for any payments or benefits under any employment agreement(s), business agreement(s) or arrangement(s), oral or written promises, or severance policy or plan respecting or regarding his employment or association with CITY.

3. Release of Claims: As consideration for the agreements described above, EMPLOYEE releases and discharges CITY and/or any of its current or former officials, officers, executives, agents, assigns, executors, directors, representatives, affiliates, employees, attorneys, insurers and successor-in-interest, and all persons acting by, through, under or in concert with CITY, past or present, and each and all of them (collectively "Released Parties"), from any and all charges, complaints, lawsuits, claims, liabilities, claims for relief, obligations, promises, agreements, contracts, interests, controversies, injuries, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, liens, judgments, indebtedness, and expenses (including attorney's fees and costs actually incurred), of any nature whatsoever, whether in law or in equity, KNOWN OR UNKNOWN, suspected or unsuspected, actual or potential, which EMPLOYEE now has, owns or holds, or claims to have, owns, or holds against each or any of the Released Parties, at common law or under any statute, rule, regulation, order or law, whether federal, state, or local, or on any grounds whatsoever, with respect to any act, omission, event, matter, claim, damage, loss, or injury arising out of the employment of and/or the termination of such employment between CITY and EMPLOYEE and/or with respect to any other claim, matter, or event arising before execution of this Agreement by the Parties, including, without limitation, claims under the California Fair Employment and Housing Act (California Government Code §12940 et seq.), the California Family Rights Act (California Government Code §12945.2, 19702.3 et seq.), California Government Code §11135, the Unruh and George Civil Rights Acts (California Civil Code §51 et seq.), the California Labor Code, including, but not limited to, all provisions of the California Labor Code section 1194 and any related Wage Orders or similar directives/authorities issued by any Federal or State authority having enforcement powers, Fair Labor Standards Act any related Wage Orders or similar directives/authorities issued by any Federal or State authority having enforcement powers, the Constitution of the United States, the Constitution of the State of California, Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e et seq.), the Equal Pay Act (29 U.S.C. §206(d)), the Rehabilitation Act of 1973 (29 U.S.C. §793 et seq.), the Family and Medical Leave Act (29 U.S.C. §2901 et seq.), the Employee Retirement Income Security Act of 1974, also known as "ERISA" (29 U.S.C. §1001 et seq.), and/or Sections 1981, 1983, 1985, 1986 or 1988 of Title 42 of the United States Code (42 U.S.C. 1981 et seq.), the Americans with Disabilities Act (42 U.S.C. §12101 et seq.), Claims of Retaliation (California Labor Code §1102.5 et seq.), Claims of "Whistle-blowing," California Workers' Compensation Act (Labor Code §3201 et seq.), claims for breach of any type of contract, including written, oral or implied contracts, breach of any

covenant, promise, or representation pertaining to your employment, whether express or implied, claims for negligent hiring, retention, supervision, investigation, wrongful termination, discrimination of any type, interference with economic relations, failure to pay wages and/or benefits of any kind, fraud and/or misrepresentation of any kind, negligent or intentional infliction of emotional distress, slander, assault, battery, and/or any other claims arising under any other state or federal provision, act, ordinance, Constitution, law, common law, or arising under any contract or agreement against CITY, or any other Released Party. EMPLOYEE also expressly releases any and all rights to grieve or otherwise appeal any matters relating to or arising from his employment with CITY.

EMPLOYEE also agrees that if any claim is prosecuted in his name before any court or administrative agency that he waives and agrees not to take any award of money or other damages from such suit.

Nothing prohibits or prevents EMPLOYEE from filing a charge with, or participating, testifying or assisting in, any EEOC or comparable administrative investigation, hearing or other proceeding before any federal, state or local agency. However, EMPLOYEE acknowledges and understands that he is not entitled to recover any additional compensation, settlement funds, damages or money as a result of such participation.

EMPLOYEE further waives and relinquishes all rights and benefits he may have under any other statutes or common law principles of similar effect.

4. **Section 1542 Waiver:** EMPLOYEE waives any and all rights or benefits which he may have under the provisions of Civil Code § 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

5. Specific Acknowledgement of Waiver of Claims Under ADEA and OWBPA:

The Age Discrimination in Employment Act of 1967 ("ADEA"; 29 U.S.C. §§ 621-634) makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act ("OWBPA"; 29 U.S.C. §§ 626, et seq.) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, EMPLOYEE acknowledges that, in exchange for the consideration stated herein, he knowingly and voluntarily waives and releases any rights that he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA that:

- A. This waiver/release is written in a manner in which EMPLOYEE understands.
- B. EMPLOYEE is aware of, and has been advised to seek a representative or legal counsel of his own choosing regarding his rights under the ADEA and OWBPA and the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA, or similar age discrimination laws.
- C. EMPLOYEE is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights he may have under the ADEA, the OWBPA, or similar age discrimination laws. But he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 day period. If EMPLOYEE signs this Agreement before the expiration of the 21 day review period, he waives the balance of that period.
- D. The waivers and releases set forth in this Agreement do not apply to any rights or claims that may arise after the effective date of this Agreement.
- E. EMPLOYEE is advised that he should consult with any attorney before executing this Agreement. EMPLOYEE had an opportunity to discuss this waiver and release with, and to be advised, by an attorney of his choice, and that he does not need any additional time within which to review and consider this Agreement.
- F. EMPLOYEE has until 5:00 p.m. PST, seven days following his execution of this Agreement to revoke it by submitting a written revocation addressed to and received by Karl H. Berger via email at kberger@bwslaw.com.

- G. This Agreement will not take effect until the Effective Date, which is the day after the expiration of the seven day revocation period set forth in the preceding paragraph.

EMPLOYEE ACKNOWLEDGES THAT HE FULLY UNDERSTANDS HIS RIGHT TO DISCUSS THIS WAIVER WITH LEGAL COUNSEL, THAT HE HAS CAREFULLY READ AND FULLY UNDERSTANDS THE WAIVER, AND THAT HE IS VOLUNTARILY AGREEING TO WAIVE ANY CLAIMS THAT HE HAS OR MAY HAVE UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE OLDER WORKERS BENEFIT PROTECTION ACT, AND ANY OTHER LAWS PROHIBITING AGE DISCRIMINATION IN EMPLOYMENT ARISING FROM OR RELATED OR ATTRIBUTABLE TO THE PARTIES' ALLEGATIONS OR CLAIMS.

EMPLOYEE's initials

6. **WAIVER OF ADDITIONAL CLAIMS.** EMPLOYEE and the CITY hereby waive any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant hereto.

7. **REPRESENTATIONS AND WARRANTIES.** Each of the parties to this AGREEMENT represent and warrant and agree with each other party as follows:

- A. **No Other Claims:** EMPLOYEE and CITY represent and warrant that neither EMPLOYEE nor CITY filed, nor will they file in the future, any complaint, charge, claim, legal action, or proceeding arising out of EMPLOYEE's employment with CITY, the DISPUTES or the CLAIMS released hereby or in any way related to his employment with CITY or separation therefrom with any court, agency, board, hearing officer or tribunal against CITY or any of its agents, officers, current and former elected or appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them. EMPLOYEE retains his right to request indemnification from CITY pursuant to Government Code § 825 *et seq.* with respect to any action brought against EMPLOYEE in his capacity as an employee.
- B. **No Fraud in Inducement:** No party (nor any officer, agent, employee, representative, or attorney of or for any party) made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party (or of any officer, agent, employee, representative, or attorney of or for any party) in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

- C. Independent Investigation: Each party to this AGREEMENT made such investigation of the facts pertaining to this severance and settlement and this AGREEMENT and all the matters pertaining hereto as it deems necessary.
- D. Comprehension and Authority: Each party or responsible officer thereof has read this AGREEMENT and understands its contents. Any of the officers executing this AGREEMENT on behalf of the CITY are empowered to do so and thereby bind the entity.
- E. Mistake Waived: In entering into this AGREEMENT and the severance and settlement provided for herein, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party is not entitled to rescind or set aside the AGREEMENT. This AGREEMENT is intended to be and is final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.
- F. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that he has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further represents and warrants that none of the CLAIMS released by his hereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.
- G. Future Cooperation: The parties will execute all such further and additional documents as shall be reasonable or necessary to carry out the provisions of this AGREEMENT.

8. MISCELLANEOUS

- A. No Admission: Nothing in this AGREEMENT may be construed as an admission by the parties of any liability of any kind. The parties each deny any liability in connection with any claim or wrongdoing. Each party also intends hereby solely to amicably resolve all matters between the parties.
- B. Governing Law: This AGREEMENT and the rights and obligations of the parties will be construed and enforced in accordance with, and governed

by, the laws of the State of California. The venue for any dispute arising out of or relating to this AGREEMENT is the Los Angeles Superior Court.

- C. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.
- D. Continuing Benefit: This AGREEMENT is binding upon and inures to the benefit of the parties hereto, their respective agents, employees, representatives, officers, and officials.
- E. Joint Drafting: Each party has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the same may not be construed against any party.
- F. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT will still be in full force and effect.
- G. Titles: The titles included in this AGREEMENT are for reference only and are not part of the terms of this AGREEMENT, nor do they in any way modify the terms of this AGREEMENT.
- H. Counterparts: This AGREEMENT may be executed in counterparts, and by facsimile and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, constitutes one AGREEMENT, which shall be binding upon and effective as to all parties.
- I. Executed Copy: All parties will receive a fully executed copy of this AGREEMENT.
- J. Notice: Any and all notices given to any party under this AGREEMENT will be given as provided in this paragraph. All notices given to either party will be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices will be deemed, for all purposes, to have been given on the date of personal service or three consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

Inez Alvarez
[ADDRESS ON FILE WITH CITY]

As to CITY:

Attn: City Clerk
City of Monterey Park

WHEREFORE, the parties hereto have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

DATED: _____

CITY OF MONTEREY PARK

By: _____
Mayor

DATED: _____

By: _____
Inez Alvarez

APPROVED AS TO FORM:

By: _____
Karl H. Berger, City Attorney

ATTACHMENT 2

Resume

INEZ E. ALVAREZ

EDUCATION

<i>Doctor of Public Administration</i> Anticipated completion, 2024	University of La Verne	La Verne, California
<i>Master of Arts in American Studies</i> Spring 2017	California State University	Fullerton, California
<i>Bachelor of Arts in Sociology</i> Spring 2005	California State University	Fullerton, California

PROFESSIONAL EXPERIENCE

November 2023 - Present City Manager <i>Interim City Manager</i> , July - November 2023	City of Monterey Park	Monterey Park, California

Reporting Directly to the City Council

- Providing regular updates to City Council Members on developments affecting local government.
- Proactive communication with each member of City Council; discussing community needs, legislative updates and provide progress reports on projects.

Managing the Day-to-day Operations of the City Organization

- Directly supervising the work of each department head and several administrative staff.
- Interpreting administrative policy to guide City operations and evaluating the work and service delivery of departments.
- Evaluating the City's administration and making recommendations to improve workflow and structure to increase efficiency to focus on City Council priorities.
- Continuously working with departments to implement City Council goals to establish and update various policy and plan documents which guide the City's vision in planning for future development.

Planning and Goal Setting

- Forecasting potential impacts, proactively problem solving, and identifying solutions to take decisive action to benefit the community, employees, and the organization.
- Coordinating strategic planning session with City Council to set annual goals; implementing the City's strategic plan; and implementing goal tracking to measure and report to City Council and the community.

Communication and Relationship Building

- Interacting directly and frequently with each member of the City Council, as well as being accessible and responsive to residents, community leaders and other members of the City's management team.
- Actively serving as City liaison to numerous government agencies, community groups, and professional and municipal associations; and keeping current on all social, legislative, and economic factors that may impact the City's goals and operations.
- Continuing to build and strengthen rapport with employee associations.
- Effectively communicating with all sectors of the City, including citizens, business community, and other organizations; communicating within the organization to keep employees up-to-date and aware of matters of community concern.
- Assuring responsiveness to urgent matters and being available to meet and discuss concerns with residents, business owners, and organizations.

- Maintaining a strong and effective working relationship with the City's contract service providers to ensure excellent service delivery.

Accomplishments and Initiatives

- Implemented community needs assessment survey to acquire direct feedback from residents about city services, public safety, recreation, and economic development to understand specific needs and opportunities for improvement.
- Updated the City's investment policy to diversify and broaden opportunities to continue to be fiscally responsible.
- Coordinating efforts to create a Sustainability Plan to prioritize efforts to combat climate change.
- Updating the City's Economic Development Strategic Plan and creating a Parks Master Plan to identify amenity needs and expansion of recreational opportunities.

September 2020 - July 2023

City of Monterey Park

Monterey Park, California

Assistant City Manager

Reported directly to the City Manager, assisted the City Manager in administering, coordinating, and directing citywide program and departmental operations. Oversaw the day-to-day duties associated with municipal operations and supervised several departments including public works, finance, library, human resources, media/communications, and city clerk's office. Facilitated interdepartmental cooperation and sharing of resources. Assisted the City Manager with City Council coordination; directs special projects and prepares revised and new policies and procedures having citywide impact; responsible and complex administrative work; serves as liaison to departments and to the community; prepared and conducted special surveys; assisted the City Manager in the coordination and preparation of the annual and capital improvement project budget, funding mechanisms, and budget control activities; made recommendations on and administered grants and other funding programs. Analyzed, interpreted and applied policies and procedures; responded to resident complaints and requests for information that cannot be handled at lower staff levels; made recommendation on service improvements and problem resolutions; coordinated the assigned activities of the City Manager's Office with city departments and with outside agencies; assisted in the implementation of new programs and procedures; participated in labor negotiations with various employee associations; assisted with executive level recruitments and selection of department heads; spearheaded efforts for community meetings discussing the City's budget and educated residents about the City's financial outlook; directed efforts to overhaul outdated paper processes to streamline and digitize procedures; worked with City Council to prioritize goals and objectives to create the city's strategic plan; assisted with updating the City's Housing Element; responded to the COVID-19 pandemic by communicating and implementing public health protocols for employee and community protection; worked to update employee workstations and re-envisioned and relocated office spaces to improve effectiveness; and implemented updates to citywide policies and procedures and served as acting City Manager when required.

February 2018 - September 2020

City of Monterey Park

Monterey Park, California

Director of Recreation and Community Services

Reported directly to the City Manager and oversaw the City's Recreation and Community Services Department. Responsible for the administration of full-time and part-time employee supervision and training. Responsible for project management for improvement projects. Oversaw multiple divisions including the operation of 13 parks, a hiking trail, a senior center and Dial-a-Ride program, park facilities, two aquatic centers, two gymnasiums, licensed day care center, facility reservations, contract classes, field reservations, summer day camp, and video production and cable channel. Sought grant opportunities and administered alternatively funded projects. Managed and analyzed the Department's budget; and directed and implemented adjustments for staffing, equipment, materials, and supplies. Prepared various administrative, financial, and staff reports. Prepared and presented recommendations to City Council. Oversaw various citywide special events. Successfully restructured the workflow of the department to increase effective communication and efficiency. Evaluated and updated processes and procedures to assure improved efficiency. Encouraged cross training for professional development opportunities to assist employees seeking opportunities for career advancement. Spearheaded efforts for cross-department collaboration in service and program delivery supporting each department's goals and proactively fostering city-wide effective communication strategies.

Proactively evaluated and updated department contracts, reducing the City's risk. Secured the 2020 Award of Excellence from the California Park and Recreation Society for the City's Cherry Blossom Festival. Worked and interacted closely with City officials, City management, residents, employees, four commissions, community groups, and professional organizations. Assisted with special projects as needed.

October 2016 - February 2018

City of Norwalk

Norwalk, California

Recreation Superintendent

Responsible for the day-to-day operations and activities of the Recreation and Park Services Department. Administration of full-time and part-time employee supervision and training. Responsible for project management for improvement and special projects. Oversaw multiple divisions including the operation of 13 parks, seven park facilities, the Norwalk Arts & Sports Complex, Cultural Arts Center and Gallery, Teen Center, Aquatic Pavilion, two historical museums, Skate Park, facility reservations, contract classes, youth and adult sports programs, boxing program, youth Mariachi program, youth All-City Band, adaptive recreation, and summer day camp. Sought grant opportunities and administered grant-funded projects. Managed the department in the absence of the Director. Managed and analyzed the Department's budget; directed and implemented adjustments for staffing, equipment, materials, and supplies. Prepared various administrative, financial, and staff reports. Presented recommendations at City Council meetings. Oversaw various Department special events. Served as Department liaison for citywide special events. Assisted with labor negotiations. Worked and interacted closely with City officials, City management, residents, employees, community groups, and professional organizations. Assisted with special projects as needed.

December 2013 - October 2016

City of Norwalk

Norwalk, California

Public Services Superintendent

Responsible for the day-to-day operations and activities of the streets, graffiti, trees and landscape sections. Administration of full-time employee supervision and training. Responsible for project management for various infrastructure improvement projects. Oversaw multiple citywide service contracts including street sweeping, bus stop maintenance, landscape services, and sidewalk maintenance. Sought grant opportunities and administered grant-funded projects. Managed the department in the absence of the Director. Managed and analyzed the Department's two-year budget; and directed and implemented adjustments for staffing, equipment, materials, and supplies. Prepared various administrative, financial, and staff reports. Presented recommendations at City Council meetings. Oversaw various Department special events and activities including, the City's Arbor Day event, National Public Works Week Open House, and community planting events. Served as Department liaison for citywide special events. Assisted with labor negotiations. Interacted and worked closely with residents on service requests. Worked and interacted closely with City officials, City management, employees, community groups, and professional organizations. Assisted with special projects as needed.

August 2006 - December 2013

City of Norwalk

Norwalk, California

Recreation Supervisor

Managed, coordinated, supervised, and maintained the Norwalk Arts & Sports Complex, Cultural Arts Center, youth and adult sports programs, field reservations, and Historical Heritage Commission. Oversaw the planning and implementation of contract classes, artist gallery shows, facility reservations, boxing program, youth marching band, youth mariachi program, and public outreach including a quarterly brochure. Responsible for weekly status reports; monitored multiple budgets; employee scheduling, training, and evaluations; and made recommendations for the allocation of staff, programs, and equipment. Oversaw all aspects of various citywide special events. Researched and implemented a web-hosted recreation management registration system. Assisted with special projects as needed.

PROFESSIONAL MEMBERSHIPS

International City/County Management Association
San Gabriel Valley City Managers Association
Municipal Management Association of Southern California
Women Leading Government

ATTACHMENT 3

Historical City Manager List

CITY OF MONTEREY PARK
CITY MANAGERS SINCE 1948

Name	Term
John Moriarity	1948-1950
Robert N. Klein	1950-1952
Howard Schmidt	1952-1953
John Crowley	1953-1955
E. Fred Bien	1955-1957
Clifford Petrie	1958-1965
William Woollett, Jr.	1965-1970
Gerald Weeks	1970-1976
Harry C. Wills (Interim)	1976
Lloyd de Llamas	1976-1987
David Bentz (Interim)	1987-1988
Mark Lewis	1988-1991
Chris Jeffers (Interim)	1991
Chris Jeffers	1991-2007
Adolfo Reta (Interim)	2007-2008
June Yotsuya	2008-2010
Jim Smith (Acting)	2010
Donald F. McIntyre (Interim)	2010
Jim Smith (Acting)	2010
Paul Talbot	2010-2016
Ron Bow (Interim)	2016-2017
Ron Bow	2017-2023
Inez Alvarez	2023-