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

REGULAR CITY COUNCIL MEETING

Wednesday
June 16, 2021
6:30 p.m.

EXECUTIVE ORDER NO. N-29-20

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

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

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

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

MISSION STATEMENT

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

GENERAL INFORMATION

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

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

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

PUBLIC PARTICIPATION

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

Via Email

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

Via Telephone

Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling **(888) 788-0099 or (877) 853-5247** and entering Zoom Meeting ID: **289 222 5995** then press pound (#). When prompted to enter participation ID number press pound (#) again. If participants would like to make a public comment they will enter "***9**" then the Clerk's office will be notified, and you will be in the rotation to make a public comment. Press "***6**" to unmute yourself when called upon to speak. Participants are encouraged to join the meeting 15 minutes before the start of the meeting. You may speak up to 5 minutes on Agenda item. Speakers will not be allowed to combine time. The Mayor and City Council may change the amount of time allowed for speakers. As part of the virtual meeting protocols, anonymous persons will not be allowed to provide public comment.

Important Disclaimer

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

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

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

[1.] PRESENTATION – None.

[2.] OLD BUSINESS – None.

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

3-A. MINUTES

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

(1) Approving the minutes from the regular and special meetings of May 5, 2021; and

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

3-B. RESOLUTION OF CITY COUNCIL AND RESOLUTION OF HOUSING AUTHORITY BOARD OF DIRECTORS EACH AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITY AND HOUSING AUTHORITY

It is recommended that the City Council and the Housing Authority Board of Directors consider:

(1) Adopting the City Council Resolution authorizing the Mayor execute and deliver a Joint Exercise of Powers Agreement, in a form approved by the City Attorney, by and between the City and Housing Authority;

(2) Adopting the Housing Authority Resolution authorizing the Chairperson execute and deliver a Joint Exercise of Powers Agreement, in a form approved by the General Counsel, by and between the City and Housing Authority; and

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

3-C. MONTHLY INVESTMENT REPORT – MAY 2021

It is recommended that the City Council consider:

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

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

3-D. RECOMMENDATIONS FOR ADOPTION OF FISCAL YEAR 2021-2022 ANNUAL BUDGET

It is recommended that the City Council consider:

(1) Adopting by Resolution the City's and Successor Agency's Fiscal Year 2021-2022 Annual Budget as presented on May 26, 2020, City Manager's recommended budget incorporated with the Council's directions; and

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

3-E. A RESOLUTION OF THE MONTEREY PARK CITY COUNCIL AUTHORIZING THE CITY MANAGER TO PROVIDE WRITTEN NOTICE OF INTENT TO WITHDRAW MEMBERSHIP FROM THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA)

It is recommended that the City Council consider:

(1) Adopting the attached Resolution authorizing the City Manager to notify the Independent Cities Risk Management Authority (ICRMA) of the City's intent to withdraw from the JPA on or before July 1, 2022; and

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

3-F. HDL COREN & CONE MASTER SERVICES AGREEMENT AMENDMENT FOR PROPERTY TAX CONSULTING SERVICES

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute an Amendment in a form approved by the City Attorney to a master service agreement with HdL Coren & Cone, for Property Tax Consulting Services for an amount of $125,000 for a term of five years; and

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

3-G. AGREEMENT FOR WATER, WASTEWATER, AND SOLID WASTE RATE STUDIES

It is recommended that the City Council consider:

(1) Allowing the City Manager to enter into an agreement in a form to be approved by the City Attorney with HF&H Consultants, LLC for $145,595 from the Enterprise Fund for Water, Wastewater, and Solid Waste Rate Studies;

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

3-H. TOWING CONTRACT EXTENSION

It is recommended that the City Council consider:

(1) Extending the towing contracts between the City of Monterey Park, Freeway Towing, and Navarro's Towing through July 31, 2024 and authorize the City Manager to execute agreements, in a form approved by the City Attorney, with Navarro's Towing, and Freeway Towing; and

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

3-I. RESOLUTION AUTHORIZING THE CITY MANAGER TO CONTRACT WITHOUT THE NEED FOR BIDDING PURSUANT TO PUBLIC CONTRACTS CODE § 22050 TO CONSTRUCT HILLSIDE STABILIZATION AT 1688 WEST GARVEY AVENUE

It is recommended that the City Council consider:

(1) Adopting Resolution No. ____ declaring an emergency and authorizing contracting without formal bidding pursuant to Public Contracts Code § 22050;

(2) Authorizing the City Manager to execute a standard public works contract, in a form approved with the City Attorney, in accordance with Resolution No. ___ and after utilizing informal bidding procedures in MPMC Chapter 3.100 to select a contractor to perform the hillside stabilization and rehabilitation project – identified as "Plan B" within the Settlement Agreement with Center Int'l Investment, Inc. ("CII") – for property at 1688 West Garvey Avenue;

(3) Authorizing the City Attorney to take all legal actions required to ensure CII's payment of all costs associated with the City's performance of Plan B in accordance with the Settlement Agreement including, without limitation, foreclosing on securities guaranteeing the Plan B project, if required; and

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

California Environmental Quality Act (CEQA):

The environmental assessment set forth in the Resolution certifying the *Final Environmental Impact Report 1688 West Garvey Avenue Project* (State Clearinghouse No. 2020070419), adopted June 16, 2021, is incorporated by reference. Further, the City Council's actions are exempt from additional CEQA review as they are being made to protect public and private property and necessary to maintain services essential to the public, health and welfare (*see Ca/Beach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529: CEQA findings regarding an anticipated imminent emergency are valid).

[4.] PUBLIC HEARING

4-A. CONSIDER ADOPTION OF THE 1688 WEST GARVEY AVENUE PROJECT SPECIFIC ENVIRONMENTAL IMPACT REPORT (EIR) AND EIR FINDINGS; A ZONE CHANGE (ZC-21-01) FROM R-3 (HIGH DENSITY RESIDENTIAL) TO 1688 WEST GARVEY AVENUE SPECIFIC PLAN (SP-21-01) TO CREATE DESIGN GUIDELINES AND A MASTER LANDSCAPE PLAN FOR 16 SINGLE FAMILY RESIDENCES; A VESTING TENTATIVE MAP (VTM-21-01) FOR A 18-LOT SUBDIVISION FOR RESIDENTIAL AND OPEN SPACE PURPOSES; AND A DEVELOPMENT AGREEMENT (DA-21-01)

It is recommended that the City Council consider:

(1) Adopting a Resolution certifying the Final Environmental Impact Report ("FEIR") and associated findings (Exhibit A);
(2) Introducing and waiving first reading of an Ordinance implementing a Zone Change (ZC-21-01) from zone R-3 (High Density Residential) to 1688 West Garvey Avenue Specific Plan (SP-21-01) (Exhibit B);
(3) Adopting a Resolution approving Vesting Tentative Map (VTM) No. 21-01 for the subdivision of the project site into 16 residential lots, a private access road lot, and open space lot (Exhibit C);
(4) Introducing and waiving first reading of an Ordinance approving the Development Agreement (DA-21-01) for the proposed property (Exhibit D);
(5) Taking such additional, related, action that may be desirable.

California Environmental Quality Act (CEQA):

The City reviewed the Project's environmental impacts under the California Environmental Quality Act (Pub. Res. Code §§ 21000, *et seq*., "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Reg. §§ 15000-15387; the "CEQA Guidelines"). A draft environmental impact report (DEIR) was prepared pursuant to CEQA Guidelines §15151. The DEIR demonstrated that the Project would not have a significant effect on the environment with the implementation of mitigation measures. On July 22, 2020, the City circulated a Notice of Preparation (NOP) with an Initial Study for review and comment by the public, responsible agencies, and reviewing agencies.

The 30-day review period for the NOP ended on August 22, 2020. CEQA requires that the City provide the public and agencies the opportunity to review and comment on a Draft EIR. The City released this Draft EIR for a 45-day period for review and comment from March 11, 2021 to April 26, 2021. Noticing and CEQA compliance were provided in accordance with the CEQA Guidelines. The Draft EIR was distributed to public agencies and other parties, including all interested parties that requested notice and copies of the Draft EIR. A number of agency and public comments were received during public review and response to comments are provided in the Final EIR (attached to Exhibit A).

The FEIR includes a discussion and analysis of the following project alternatives:

• Alternative 1: No Project Alternative
• Alternative 2: Multi-Family Development Alternative
• Alternative 3: Alternative Retaining Wall Design
• Alternative 4: Reduced Density Alternative

Pursuant to CEQA Guidelines §15091, "no public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects…" The draft Resolution certifying the FEIR includes the findings required by CEQA Guidelines §15091.

[5.] NEW BUSINESS – None.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

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

ADJOURN

City Council Staff Report

DATE: June 16, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3A

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: Minutes

RECOMMENDATION:

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

1. Approving the minutes from the regular and special meetings of May 5, 2021; and

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

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

Vincent D. Chang
City Clerk

Prepared by:

Henry Lu
Minutes Clerk

Approved By:

Ron Bow
City Manager

ATTACHMENT(S):

1. Draft Minutes

ATTACHMENT 1
Draft Minutes

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MAY 5, 2021

The City Council of the City of Monterey Park held a Special Teleconference Meeting on Wednesday, May 5, 2021 at 5:00 p.m. The special meeting was conducted pursuant to Section 3 of Executive Order No. N-29-20 issued on March 17, 2020. Accordingly, Council Members were provided a meeting login number and conference call number and were not physically present at Council Chambers.

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

PUBLIC PARTICIPATION

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

Via Email
Public comment was accepted up to 2 hours before the meeting via email to mpclerk@montereypark.ca.gov and read into the record during public comment, when feasible. We request that written communications be limited to not more than 50 words.

Via Telephone
Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling **(888) 788-0099** or **(877) 853-5247** and entering Zoom Meeting ID: **915 4714 2009** then press pound (#). When prompted to enter participation ID number press pound (#) again. If participants would like to make a public comment they will enter "***9**" then the Clerk's office will be notified and you will be in the rotation to make a public comment. Press "***6**" to unmute yourself when called upon to speak. Participants are encouraged to join the meeting 15 minutes before the start of the meeting. You may speak up to 5 minutes on Agenda item. Speakers will not be allowed to combine time. The Mayor and City Council may change the amount of time allowed for speakers. As part of the virtual meeting protocols, anonymous persons will not be allowed to provide public comment.

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

CALL TO ORDER:
Mayor Yiu called the meeting to order at 5:00 p.m.

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

ALSO PRESENT: City Manager Ron Bow, City Attorney Karl Berger, Assistant City Manager Inez Alvarez, Interim Director of Human Resources and Risk Management Danielle Tellez

ORAL AND WRITTEN COMMUNICATIONS
None.

CLOSED SESSION
The City Council adjourned to closed session at 5:01 p.m.

1. **CONFERENCE LEGAL COUNSEL, EXISTING LITIGATION – GOVERNMENT CODE § 54956.9(D) – NUMBER OF CASE: One**

   Gabriel Franco vs. City of Monterey Park, (DOI 11/29/2016; 1/1/2011 – 11/29/2016)
   WCAB No.: ADJ10955636; ADJ11226894

RECONVENE & ADJOURNMENT
The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:22 p.m.

Action Taken: No reportable action taken in Closed Session.

_____
Vincent D. Chang
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
MAY 5, 2021

The City Council of the City of Monterey Park held a Regular Teleconference Meeting via Zoom on Wednesday, May 5, 2021 at 6:30 p.m. The regular meeting was conducted pursuant to Section 3 of Executive Order No. N-29-20 issued on March 17, 2020. Accordingly, Council Members were provided a meeting login number and conference call number and were not physically present at Council Chambers.

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

PUBLIC PARTICIPATION

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

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

FLAG SALUTE:
Mayor Yiu led the Flag Salute.

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

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS
None.

PUBLIC COMMUNICATIONS

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

- Jennifer stated that there has been an increase in flights above her neighborhood. She inquired if the City Council will have a discussion with Los Angeles World Airport regarding their flight paths.

- Thomas Wong, Board President of San Gabriel Valley Municipal Water District, spoke about Agenda Item No. 3F and voiced his support.

- Robert Aguirre, Recreation and Community Services Manager, reported that the Cinco de Mayo Loteria Drive-In and the Mother's Day Gift Baskets were completely sold out. He promoted that the City will celebrate its 105th Birthday and encouraged the public to participate in the Digital Photo Album by submitting photos representing 105 years of Monterey Park to events@montereypark.ca.gov. He announced that the Recreation and Community Services Department are accepting registration for the Major League Baseball Junior Home Run Derby. The public can visit JRHRD.com or the city's website for more details.

1. PRESENTATION

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

1A. HISTORICAL SOCIETY OF MONTEREY PARK – OVERVIEW OF PROGRAMS AND ACTIVITIES

Jim Iwaki, Treasurer of the Historical Society, presented an overview of programs and activities for the Historical Society of Monterey Park. He stated that the Historical Society supports and contributes to events in the West San Gabriel Valley. He mentioned that they provide historical display at request of the City or Chambers of Commerce. He announced that they provide school tours for West San Gabriel Valley and others upon request. He mentioned that the Museum is open on weekends free of charge and that the Historical Society cares for and maintains exhibits within the museum. He expressed that the museum needs volunteers to stay open and that the public can contact him at 626-307-1267 for more information.

2. OLD BUSINESS

None

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

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

Discussion: City Council inquired whether there would be a conflict of interest for Agenda Item No. 3G stating that council members reside close to the streets for resurfacing. City Attorney Berger stated that the Fair Political Practices Commission rules for regulations has changed last year and based upon review there is no apparent conflict of interest.

Action Taken: The City Council and the City Council, acting on behalf of the Successor Agency, approved and adopted Agenda Items Nos. 3A, 3B, 3C, 3E, and 3F on Consent Calendar, excluding Agenda Items Nos. 3D and 3G which were pulled for discussion and separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof.

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

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

3A. MINUTES

Approve the minutes from the special and regular meetings of March 17, 2021 and April 7, 2021.

Action Taken: The City Council and the City Council (acting on behalf of the Successor Agency) approved the minutes from the special and regular meetings of March 17, 2021 and April 7, 2021 on Consent Calendar.

3B. WAIVE FURTHER READING AND ADOPT AN ORDINANCE EXTENDING THE EFFECTIVE DATE FOR THE 2020 MONTEREY PARK BUSINESS RECOVERY PROGRAM FROM JULY 1, 2021 TO DECEMBER 30, 2022

The Ordinance was introduced and received first reading at the April 21, 2021 City Council meeting. The original staff report (from April 21, 2021) is attached for reference to the staff report. Second reading and adoption of this Ordinance is recommended. If adopted, the Ordinance will take effect in 30 days.

Since March 11, 2020, the City (and the nation) has been in a declared state of local emergency due to the COVID-19 pandemic (the “Emergency”). This Emergency has had a devastating effect on the City’s battered restaurant industry, risking permanently losing businesses, jobs, and community assets. Following staff’s analysis of the overwhelming effect this Emergency has had on our City’s restaurant community, staff has determined that it is in the City’s best interest to extend the outdoor dining and events permit regulations (the “Program”) to December 30, 2022. This will give the City Manager additional time to recommend appropriate changes to the Monterey Park Municipal Code that will help promote the City Council’s intent to assist local businesses recover from the Emergency.

Action Taken: The City Council waived the second reading and adopted Ordinance No. 2207 on Consent Calendar.

Ordinance No. 2207, entitled:
AN ORDINANCE AMENDING THE 2020 MONTEREY PARK BUSINESS RECOVERY PROGRAM AND EXTENDING ITS EFFECTIVE DATE TO DECEMBER 30, 2022

3C. TREE MEMORIAL PROGRAM RECOMMENDATION FOR 2021

Nominations for the Tree Memorial Award were advertised and accepted during the month of March 2021. The Recreation and Community Services Department received a nomination application for Mitchell and Gloria Ing.

Subsequently, the Tree Memorial Program Committee consisting of three Community Participation Commissioners and two Recreation and Parks Commissioners met to review the nomination of Mitchell and Gloria Ing and discuss their consideration for a Tree Memorial based on the criteria established in Resolution Nos. 10485 and 11484 (Attachment 1) to the staff report.

The Committee reviewed each nominee application. After reviewing the information provided on the nomination application for Mitchell and Gloria Ing (Attachment 2) to the staff report, the committee voted unanimously to recommend City Council approves to honor Mitchell and Gloria Ing with a Tree Memorial for their service and positive impact on the Monterey Park Community.

Action Taken: The City Council approved to honor Mitchell and Gloria Ing with a memorial tree on Consent Calendar.

3D. A RESOLUTION OF THE CITY COUNCIL OF MONTEREY PARK, CALIFORNIA DECLARING THE WEEK OF MAY 9-15, 2021 AS "POLICE WEEK"

The week of May 9-15, 2021 is recognized as National Police Week and May 15, 2021 is "Peace Officers Memorial Day." The City Council is requested to approve a Resolution to observe both National Police Week and Peace Officers Memorial Day.

Action Taken: The City Council adopted Resolution No. 12240 declaring the week of May 9-15, 2021 as "Police Week" and May 15, 2021 as "Peace Officers Memorial Day" in the City of Monterey Park.

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

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

Resolution No. 12240, entitled:
A RESOLUTION DECLARING THE WEEK OF MAY 9-15, 2021 AS "POLICE WEEK" AND MAY 15, 2021 AS "PEACE OFFICERS MEMORIAL DAY" IN THE CITY OF MONTEREY PARK

3E. RESOLUTION IDENTIFYING A PUBLIC WORKS STREET MAINTENANCE PROJECT TO BE INCLUDED IN THE FY 2021-22 BUDGET AND FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 addresses the significant multi-modal transportation funding shortfall statewide. As of November 2017, portions of SB 1 revenues are deposited into a Road Maintenance and Rehabilitation Account (RMRA) and made available to eligible cities and counties, which must comply with RMRA funding requirements as determined by the California Transportation Commission (CTC).

RMRA funds made available for the Local Streets and Roads Funding Program are prioritized for expenditure on basic road maintenance and rehabilitation projects, and on critical safety projects. The CTC provided a number of example projects and uses for RMRA funding that include, but are not limited to, the following: Road Maintenance and Rehabilitation, Safety Projects, Railroad Grade Separations, Complete Streets Components (including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project), and Traffic Control Devices.

Action Taken: The City Council adopted Resolution No. 12241 identifying a street maintenance project to be included in the Fiscal Year (FY) 2021-22 budget and funded with Road Maintenance and Rehabilitation Act (RMRA) funds, in a form approved by the City Attorney on Consent Calendar.

Resolution No. 12241, entitled:
A RESOLUTION IDENTIFYING A STREET MAINTENANCE PROJECT TO BE INCLUDED IN THE FY 2021-22 BUDGET AND FUNDED BY SENATE BILL 1: ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

3F. ACCEPTANCE OF SGVMWD LOW-INCOME WATER BILL ASSISTANCE GRANT

In response to the pandemic, the San Gabriel Valley Municipal Water District (SGVMWD) is offering member cities grant funding to assist with water bills for low-income residents. The allotment to Monterey Park is $150,000.

Action Taken: The City Council accepted grant funding in the amount of $150,000 from the San Gabriel Valley Municipal Water District (SGVMWD) to pay down delinquent customer water bill accounts and authorized the City Manager to execute the Grant Agreement, in a form approved by the City Attorney, with SGVMWD for this grant program on Consent Calendar.

3G. 2019-20 STREET REHABILITATION – AUTHORIZATION TO ADVERTISE

Staff has prepared bid specification for the 2019-20 Street Rehabilitation project and is requesting the City Council's authorization to advertise the project for construction bids.

CEQA (California Environmental Quality Act):
Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

Action Taken: The City Council adopted Resolution No. 12242 approving the design and plans for the 2019-20 Street Rehabilitation Project and authorized staff to advertise the 2019-20 Street Rehabilitation Project.

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

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

Resolution No. 12242, entitled:
A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE 2019-20 STREET RESURFACING PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT

4. PUBLIC HEARING

None.

5. NEW BUSINESS

5A. CONSIDERATION AND POSSIBLE ACTION TO INTRODUCE AND WAIVE FIRST READING OF AN ORDINANCE AMENDING CHAPTER 9.90 OF THE MPMC REGARDING GRAFFITI VIOLATIONS

Within the City, the effect of graffiti in the form of spray paint, tagging with indelible ink, etching surfaces, and stickers on public and private property have proven to be a blight, particularly in certain areas. Published sociological studies and the experience of law enforcement indicate a correlation between the presence of graffiti and increased instances of littering, theft and other crimes in those same neighborhoods.

While acts of vandalism are a crime under state law (*see* Penal Code § 594, *et seq*.), the California Constitution and Penal Code 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. Government Code § 38771 permits general law cities to identify public nuisances by ordinance.

This Ordinance would revise Chapter 9.90 of the MPMC to designate acts related to graffiti as public nuisances and unlawful. It is specifically intended to be responsive to the many different ways in which graffiti is currently being applied, how graffiti implements are made available to violators, to prohibit the possession of implements intended to be used for graffiti, and provide a means of enforcement through the Monterey Park Police Department and City Attorney's office by making these violations misdemeanors.

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

Action Taken: The City Council introduced and waived first reading of an Ordinance amending Chapter 9.90 of the Monterey Park Municipal Code in its entirety to regulate graffiti in conformance with California law.

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

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

Ordinance, 1st Reading, entitled:
AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTER 9.90 IN ITS ENTIRETY TO REGULATE GRAFFITI AND CONFORM WITH CALIFORNIA LAW

5B. CONSIDERATION AND POSSIBLE ACTION TO ADOPT A RESOLUTION APPROVING THE BAIL SCHEDULE FOR VIOLATIONS OF THE MONTEREY PARK MUNICIPAL CODE

In December 2020, Los Angeles County District Attorney George Gascon announced he would no longer prosecute a range of "low level" misdemeanor offenses. This includes quality-of-life crimes, such as trespass, disturbing the peace, criminal threats, resisting arrest, loitering, and public intoxication. District Attorney Gascon's non-prosecution directives also apply to any violation "falling within the spirit" of this policy, which necessarily includes violations of the Monterey Park Municipal Code ("MPMC").

The City does not have a current bail schedule submitted to the Superior Court, and criminal violations of the MPMC are therefore not being accepted for criminal prosecution. Submitting this bail schedule will provide the City the opportunity to more effectively address many quality-of-life crimes that the District Attorney would otherwise decline to accept for prosecution.

If adopted, the draft Resolution would not only establish a bail schedule to allow for the criminal prosecution of violations of the MPMC, but the Superior Court will also use the bail schedule as a guide for imposing fine amounts when a violator is found guilty. For infraction violations, the MPMC establishes a default fine schedule of $100/$200/$500, which is followed in the proposed bail schedule.[1] $500 is the default bail amount for misdemeanor municipal code violations throughout the County, which is also used in this Bail Schedule. The court can still impose fines up $1,000 per misdemeanor violation.

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

Action Taken: The City Council adopted Resolution No. 12243 establishing a bail schedule for misdemeanor and infraction violations of the Monterey Park Municipal Code.

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

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

Resolution No. 12243, entitled:
A RESOLUTION ADOPTING THE BAIL SCHEDULE AND REQUESTING THE PRESIDING JUDGE OF THE LOS ANGELES SUPERIOR COURT APPROVE THE ATTACHED BAIL SCHEDULE FOR MISDEMEANOR AND INFRACTION VIOLATIONS OF THE MONTEREY PARK MUNICIPAL CODE

[1] This is slightly higher for violations of the building code and other safety regulations.

6. CITY COMMUNICATIONS (CITY COUNCIL)

6A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING MAY 6, 2021, DAY OF INCLUSION ON THE 139TH ANNIVERSARY OF THE PASSAGE OF THE CHINESE EXCLUSION ACT AND DECLARING THE MONTH OF MAY 2021 AS ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH (REQUESTED BY MAYOR PRO TEM LO AND COUNCIL MEMBER CHAN)

Action Taken: The City Council adopted Resolution No. 12244 declaring May 6, 2021, Day of Inclusion on the 139th Anniversary of the passage of the Chinese Exclusion Act and declaring the month of May 2021 as Asian American and Pacific Islander Heritage Month.

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

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

Resolution No. 12244, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING MAY 6, 2021, DAY OF INCLUSION ON THE 139TH ANNIVERSARY OF THE PASSAGE OF THE CHINESE EXCLUSION ACT AND DECLARING THE MONTH OF MAY 2021 AS ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH

COUNCIL COMMUNICATIONS

Council Member Chan reported that the Metro Service Council held a budget hearing on April 22, 2021. He wished everyone a Happy Mother's Day. He relayed that the Los Angeles County announced that the county is qualified for the yellow tier in the California State's Blueprint for a Safer Economy framework. He urged the public to continue to stay vigilant while travelling outdoors.

Council Member Liang reported that he attended the City of Montebello Anti Asian and Pacific Islander Hate Crime event. He stated he attended a luncheon celebrating World Press Freedom Day organized by Mayor Yiu. He requested that the City Council adjourn the regular meeting in the memory of Los Angeles County Detention Service Officer Michael Wall.

Council Member Sornoso announced that he appointed Peter Fung to the planning commission. He wished everyone a Happy Cinco de Mayo. He thanked the Recreation and Community Services department for working on the Major League Baseball Junior Home Run Derby. He reported that he toured the Garvey Ranch City Observatory. He wished everyone a Happy Mother's Day.

Mayor Pro Tem Lo informed the public that the City Hall is open on an appointment only basis. He relayed that the Los Angeles County announced that the county is qualified for the yellow tier in the California State's Blueprint for a Safer Economy framework. He reported that he attended the 4th Annual Champion for Youth Breakfast hosted by San Gabriel Valley Boys and Girls Club. He stated he attended the World Press Freedom Day luncheon organized by Mayor Yiu. He wished everyone a Happy Mother's Day.

Mayor Yiu stated that she celebrated World Press Freedom Day and received positive feedback on the event. She communicated she attended the City of Montebello Anti Asian and Pacific Islander Hate Crime event. She reported that the Los Angeles International Airport/Community Noise Roundtable voted on suggesting rerouting the North Down Wind Alternative Route and stated that no decision has been made yet.

7. FUTURE AGENDA ITEMS
None.

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

ADJOURNMENT
There being no further business for consideration, the meeting was adjourned in memory of Los Angeles County Probation Department Detention Services Officer, Michael Wall at 7:55 p.m.

_____
Vincent D. Chang
City Clerk

City Council and Board of Directors Staff Report

DATE: June 16, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3B

TO: The Honorable Mayor and City Council
The Honorable Chairperson and Directors of the Housing Authority

FROM: Ron Bow, City Manager and Executive Director
Karl H. Berger, City Attorney and General Counsel
Martha Garcia, Director of Management Services

SUBJECT: Resolution of City Council and Resolution of Housing Authority Board of Directors each authorizing the execution and delivery of a Joint Exercise of Powers Agreement between the City and Housing Authority

RECOMMENDATION:

It is recommended that the City Council and Housing Authority Board of Directors consider:

1. Adopting the City Council Resolution authorizing the Mayor execute and deliver a Joint Exercise of Powers Agreement, in a form approved by the City Attorney, by and between the City and Housing Authority;
2. Adopting the Housing Authority Resolution authorizing the Chairperson execute and deliver a Joint Exercise of Powers Agreement, in a form approved by the General Counsel, by and between the City and Housing Authority; and
3. Taking such additional, related, action that may be desirable.

BACKGROUND:

This is a joint agenda item for the City Council and Board of Directors for the Monterey Park Housing Authority. Government Code §§ 6500-6515 (the "JPA Act") allows two or more local public entities by agreement to jointly exercise any power common to them. Such a joint powers agreement (or "JPA") creates a public entity that is separate from the others, i.e., a third public entity.

Here, the City Council directed that the City move forward with issuing various general obligation bonds to improve public infrastructure. To facilitate implementation of this direction, it is recommended that the City Council and Board of Directors for the Monterey Park Housing Authority (the "Authority") create the Monterey Park Financing Authority (the "MPFA").

ANALYSIS

Once formed the MPFA may purchase bonds issued by, make loans to, and enter into lease-leaseback arrangements with, the City or the Housing Authority for financing or provide interim financing or financing for the acquisition, construction, installation and improvement of public facilities and other capital improvements, working capital, liability and insurance and other needs or other capital projects whenever there are significant public benefits, as determined by the City or the Housing Authority. Additionally, the MPFA itself may sell bonds so issued or purchased to public or private purchasers at public or negotiated sale.

If adopted, the attached resolutions would authorize formation of a the MPFA. Creation of this entity is desirable to implement the proposed issue of the 2021 sales tax revenue bonds to finance certain public capital improvements in the City including, without limitation, rehabilitating, constructing, enlarging, improving, and/or equipping public streets, sidewalks, gutters, curbs and ramps, streetlights, and street signs (the “Street Rehabilitation Project”). If the City Council and Board of Directors adopt their respective Resolutions, then the new MPFA will be formed and will become the issuer of the 2021 sales tax revenue bonds. Note that a financing authority previously existed. It was formed by the City of Monterey Park and the Monterey Park Redevelopment Agency. Upon dissolution of all redevelopment agencies in 2012, that joint powers authority dissolved by operation of law. At the time of dissolution, it had no outstanding debt obligation; and it will no longer be utilized.

ANALYSIS

The Management Services Director and City’s bond counsel Stradling Yocca Carlson & Rauth prepared the proposed JPA between the City and the Housing Authority for consideration and approval by the City Council and Board of Directors. The JPA meets all of the requirements of the JPA Act with respect to the formation of a JPA by agreement of the City and the Housing Authority.

The City will retain management and control of the MPFA and it would be governed by a Board of Directors (“Board”) consisting of all members of the City Council, with Board terms coinciding with the respective members’ City Council terms. Further, the proposed Financing Authority will be managed by certain City officials named in the JPA.

FISCAL IMPACT:

None at this time. Authorizing the execution and delivery of a JPA Agreement allows for the formation of the Financing Authority by the City and the Housing Authority but does not allow the Financing Authority to undertake financings without further review and action.

Respectfully submitted by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager and Executive Director

Reviewed by:

Karl H. Berger
City Attorney and General Counsel

ATTACHMENTS:
1. City Council Resolution No. ____
2. Housing Authority Resolution No. _____

ATTACHMENT 1

Draft City Council Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING A JOINT POWERS AGREEMENT WITH THE MONTEREY PARK HOUSING AUTHORITY CREATING THE MONTEREY PARK FINANCING AUTHORITY AND AUTHORIZING THE MAYOR TO EXECUTE THAT AGREEMENT.

The City Council resolves as follows:

SECTION 1: The City Council approves the Joint Powers Agreement with the Monterey Park Housing Authority ("JPA") attached as Exhibit "A," and incorporated by reference. The JPA creates a new Joint Powers Authority named the "Monterey Park Financing Authority" pursuant to Government Code §§ 6500-6515 (the "Authority").

SECTION 2: The Mayor is authorized to execute the JPA on the City's behalf. Relatedly, the City Manager is authorized to execute an operations agreement, in a form approved by the City Attorney, with the Authority for providing administrative support.

SECTION 3: *Environmental Review*. This Resolution 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 ("CCR") §§ 15000, *et seq*.) because it establishes rules and procedures to clarify existing policies and practices related to government organization; does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this Resolution does not constitute a "project" that requires environmental review (*see specifically* 14 CCR § 15378(b)(4-5)).

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: *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 6: *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 8: *Effective Date*. This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2021.

_____
Yvonne Yiu, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

EXHIBIT A

JOINT EXERCISE OF POWERS AGREEMENT

by and between

CITY OF MONTEREY PARK

and

MONTEREY PARK HOUSING AUTHORITY

creating the

MONTEREY PARK FINANCING AUTHORITY

dated as of

June __, 2021

JOINT EXERCISE OF POWERS AGREEMENT
(Monterey Park Financing Authority)

This **JOINT EXERCISE OF POWERS AGREEMENT CREATING THE MONTEREY PARK FINANCING AUTHORITY** (the "Agreement") is made by and among the **CITY OF MONTEREY PARK**, a municipal corporation and general law city ("City"), and the **MONTEREY PARK HOUSING AUTHORITY**, a public body corporate and politic organized and existing under California law ("Housing Authority"; collectively, the "Members"), each of which is a public agency as defined in Government Code § 6500. The Members agree as follows:

1. RECITALS. The Members enter into this Agreement with reference to the following facts and objectives:

A. Government Code §§ 6500-6515, permitting two or more local public entities by agreement to jointly exercise any power common to them, authorizes the Members to enter into this Agreement.

B. City and Housing Authority seek to join together with the other for the primary purpose of issuing and purchasing bonds; and providing a mechanism for other financial arrangements to acquire, improve, construct, or repair real and personal property belonging to one or more of the Members and for such additional, related, purposes.

C. This Agreement is intended to, and does, create the separate public entity identified as the "Monterey Park Financing Authority" or the "MPFA."

D. Government Code §§ 6584, *et seq.*, known as the "Marks-Roos Local Bond Pooling Act of 1985," authorizes and empowers the MPFA to issue bonds and to purchase bonds issued by, or to make loans to, City or Housing Authority for financing or providing interim financing for the acquisition, construction, installation and improvement of public facilities and other public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by City or Housing Authority. The Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the MPFA to sell bonds so issued or purchased to public or private purchasers at public or negotiated sale.

E. The governing board of City and Housing Authority determined that it is in their respective public entity's best interest and in the public interest that this Agreement be executed and that it is participating as a member of the public entity created by this Agreement.

2. 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 Agreement:

A. "Administrative Cost" means the amount charged to each Member by the MPFA for the MPFA's general operating costs and expenses.

B. "Board" or "Board of Directors" means and is the governing body of the MPFA constituted as set forth in this Agreement.

C. "Bonds" means bonds and any other evidence of indebtedness of the MPFA authorized and issued pursuant to the JPA Law including, without limitation, Government Code § 6584(c).

D. "Indenture" means each indenture, trust agreement or other such instrument pursuant to which bonds are issued.

E. "JPA Law" means Government Code §§ 6500 *et seq*.

3. PURPOSE. This Agreement is made pursuant to the JPA Law for the purpose of assisting in the financing and refinancing of capital improvement projects of the Members and other activities of the Members as permitted under the JPA Law by exercising the powers referred to in this Agreement.

4. BOUNDARIES. The boundaries of the territory within which MPFA may exercise its powers is coterminous with that of City and Housing Authority.

5. PARTIES TO AGREEMENT. Each Member certifies that it intends to and does contract with every other Member which is a signatory to this Agreement.

6. TERM OF AGREEMENT. This Agreement becomes effective June 16, 2021, and will continue in full force until terminated in accordance with this Agreement. Notwithstanding any other provision to the contrary, this Agreement may not terminate while any bonds or other obligations of the MPFA remain outstanding under the terms of any indenture, trust agreement, contract, agreement, lease, sublease or other instrument pursuant to which such bonds are issued or other obligations are incurred.

7. POWERS OF THE MPFA. The MPFA through its Board of Directors is authorized, in its own name and subject to the limitations set forth below, to do all acts necessary to fulfill the purposes of this Agreement including, without limitation, each of the powers that follow. Such powers must be exercised in the manner provided by applicable law and as expressly set forth in this Agreement.

A. Acquire, hold, and dispose of real property through all legal means including, without limitation, exercising eminent domain powers;

B. Make and enter into contracts;

C. Incur debts, liabilities, and obligations, provided that no debt, liability, or obligation of the MPFA is a debt, liability, or obligation of a Member except as separately agreed to by a Member;

D. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;

E. Sue and be sued in its own name;

F. Contract with independent consultants and/ or contractors;

G. Receive, collect, and disburse monies;

H. Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement;

I. Assign, delegate, or contract with a Member or third party to perform any of the duties of the Board including, without limitation, acting as administrator for the MPFA; and

J. Exercise all other powers necessary and proper to carry out the provisions of this Agreement.

K. Subject to unanimous agreement of the Members, issue bonds and levy assessments under any assessment district act or impact fee provision of California law.

8. MONTEREY PARK MUNICIPAL CODE; REGULATION OF ADMINISTRATIVE FUNCTIONS. The Members intend that the administrative regulations set forth in the Monterey Park Municipal Code ("MPMC") along with any related implementing resolutions and administrative policies be utilized by the MPFA for purposes of administering the functions of the MPFA. For example, and without limitation, MPMC Chapters 3.12, 3.20, 3.90, and 3.95 regulate the function of claims and writs; purchasing; execution of contracts; and digital signatures (respectively). Such administrative functions will apply to administration of the MPFA.

9. MEMBER APPROVALS AND RESPONSIBILITIES. Each Member has the approval authority, obligations and responsibilities set forth in this Agreement. No action of the MPFA is effective or binding unless and until such action has been approved in accordance with this Agreement by the MPFA Board of Directors consistent with a budget approved by independent action of each Public Agency's governing body.

10. MONTEREY PARK FINANCING AUTHORITY.

A. *Creation of the MPFA*. As stated above, this Agreement creates the public entity to be known as the "Monterey Park Financing Authority" or "MPFA." As provided in the JPA Law, the MPFA is a public entity separate from City and Housing Authority. The debts, liabilities and obligations of the MPFA do not constitute debts, liabilities or obligations of City or Housing Authority.

B. *Notice of Agreement or Amendment*. Within 30 days after the effective date of this Agreement and any amendment, the MPFA will cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State in the manner set forth in Government Code § 6503.5. Such notice will also be filed with the State of California Controller's Office.

C. *Governing Board*. The MPFA will be governed by the Board of Directors, which will be comprised of City's City Council. The term of office as a member of the Board of Directors will coincide with that of his or her term on the City Council. The MPFA's Board of Directors is a "legislative body" as that term is defined and governed by applicable law including, without limitation, the Ralph M. Brown Act. All meetings and other actions undertaken by the MPMFA must comply with the Ralph M. Brown Act.

D. *Meetings of Board of Directors*.

i. *Time and Place*. The Board will hold its regular meetings concurrently with and/or immediately following the regular meetings of the City Council and the same will occur consistent with the schedule set by the City Council for its regular meetings as to time, place and location. The Board may suspend the holding of regular meetings so long as there is no need for MPFA business, and provided that any action taken regarding the sale of bonds occurs by resolution.

ii. *Rules of the Board*. The Board may adopt, from time to time, bylaws, rules, and regulations as may be required for the conduct of its meetings and the orderly operation of MPFA. Unless otherwise provided by Board resolution, the rules of conduct adopted by City's City Council will apply to the Board and the MPFA.

11. OFFICERS.

A. Officers. The officers of the MPFA are the Chair, Vice-Chair, and Secretary. Unless the Board otherwise determines, City's Mayor will be the MPFA's Chair; the Vice-Mayor will be the MPFA's Vice-Chair; and the City Clerk, or designee, will be the MPFA's Secretary.

B. Election/Term/Duties. The officers will be elected or appointed by the Board at its first meeting. The term of office for Chair, Vice-Chair, and Secretary is one year. The officers will assume the duties of their offices upon formation of the MPFA or as appropriate. If either the Chair, Vice-Chair, or Secretary ceases to be a member of the Board, the resulting vacancy must be filled at the next regular meeting of the Board held after the vacancy occurs.

C. Compensation. Officers are not entitled to compensation. The Board may authorize reimbursement of expenses incurred by officers.

D. Appointment/Contract. The Board may appoint such officers and may contract with such persons or firms as it considers necessary to carry out the purposes of this Agreement. Unless the Board subsequently makes a different selection, City's city manager will be the MPFA's executive director and City's city attorney will be the MPFA's general counsel.

12. AUDIT. So long as required by Government Code §§ 6505 and 6505, the Treasurer of the MPFA will prepare or cause to be prepared: (a) a special audit as required pursuant to Government Code § 6505 not less frequently than once in every two-year period during the term of this Agreement; and (b) a report in writing on the first day of July, October, January and April of each year to the Board, City and Housing Authority, which report must describe the amount of money held by the Treasurer of the MPFA for the Board, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any bonds to the extent that such trustee or other fiduciary provides regular reports covering such amounts).

13. RECORDS RETENTION. In any event, the MPFA or City will cause all records regarding the MPFA's formation, existence, operations, any bonds issued by the MPFA, obligations incurred

by it and proceedings pertaining to its termination to be retained for at least six (6) years following termination of the MPFA or final payment of any bonds issued by the MPFA, whichever is later.

14. TERMINATION OF POWERS. The MPFA may continue to exercise its powers until termination of this Agreement.

15. FISCAL YEAR. Unless and until changed by resolution of the Board, the Fiscal Year of the MPFA is the period from July 1 of each year to and including the following June 30, except for the first Fiscal Year, which is the period from the date of execution of this Agreement to June 30, 2021.

16. ESTABLISHMENT AND ADMINISTRATION OF FUNDS.

A. Accountability. The MPFA is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It must comply with every provision of law relating to the establishment and administration of funds, particularly Government Code § 6505. The funds will be accounted for on a full accrual basis.

B. Investment/Disbursement. The MPFA may receive and disburse funds only in accordance with procedures established by the Board and in conformity with applicable law.

C. Insurance/Bond. The MPFA may require the Board to procure errors and omissions insurance or a fidelity bond.

D. Fiscal Agent. The MPFA must designate a fiscal agent who is responsible for the administration of all funds and accounts. The fiscal agent may be one of the Public Entities or an officer or employee of one of the Member Entities, subject to the approval of the selected Public Agency.

17. ADMINISTRATIVE COST. In connection with preparation of the Annual Budget, the Board may establish the Administrative Costs of the MPFA, if any, for each fiscal year and propose a formula for allocating these Administrative Costs among Members for each fiscal year, which must be approved by the Members as a part of the budget.

18. OPERATING MEMORANDA. To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there will be operating memoranda executed and amended from time to time which may further define the rights and obligations of the Members. Operating memoranda do not require amendment of this Agreement.

19. DISPOSITION OF ASSETS. Upon termination of this Agreement, any surplus money in possession of the MPFA or on deposit in any fund or account of the MPFA must returned in proportion to any contributions made as required by Government § 6512. The Board is vested with all powers of the MPFA for the purpose of concluding and dissolving the business affairs of the MPFA. After termination of this Agreement, all property of the MPFA, both real and personal, must be distributed to City in accordance with this Agreement.

20. CONTRIBUTIONS AND ADVANCES. Contributions or advances of public funds and of personnel, equipment or property may be made to the MPFA by City and Housing Authority for

any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance made in respect of a revenue-producing facility must be made subject to repayment, and must be repaid, in the manner agreed upon by City or Housing Authority, as the case may be, and the MPFA at the time of making such advance as provided by Government Code § 6512.1. It is mutually understood and agreed that neither City nor Housing Authority has any obligation to make advances or contributions to the MPFA to provide for the costs and expenses of administration of the MPFA, even though either may do so. City or Housing Authority may allow the use of personnel, equipment or property in lieu of other contributions or advances to the MPFA.

21. BONDS.

A. *Authority to Issue Bonds*. When authorized by the JPA Law or other applicable provisions of law and by resolution of the Board, the MPFA may issue bonds for the purpose of raising funds for the exercise of any of its powers or to otherwise carry out its purposes under this Agreement. Said bonds will have such terms and conditions as are authorized by the Board.

B. *Bonds Limited Obligations*. The bonds, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, constitute special obligations of the MPFA payable solely from, and secured solely by, the revenues, funds and other assets pledged therefor under the applicable indenture(s) and do not constitute a charge against the general credit of the MPFA. The bonds may not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the MPFA or any of its income or receipts except the property, income and receipts pledged therefor under the applicable indenture(s). Other than the special obligation of the MPFA described above, the bonds do not constitute a debt, liability or obligation of the State or any subdivision of the State, including Housing Authority; similarly, the bonds do not constitute a debt, liability or obligation of City. Neither the faith and credit nor the taxing power of the State or any subdivision of the State, including Housing Authority nor of City, may be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the bonds, nor may the State or any subdivision of the State, including Housing Authority, or City, in any manner be obligated to make any appropriation for such payment. The MPFA has no taxing power.

C. *No Personal Liability*. No covenant or agreement contained in any bond or indenture is a covenant or agreement of any director, officer, agent or employee of the MPFA in his or her individual capacity, and no director or officer of the MPFA executing a bond is personally liable on such bond or subject to any personal liability or accountability by reason of the issuance of such bond.

22. ACCOUNTS AND REPORTS. All funds of the MPFA must be strictly accounted for in books of account and financial records maintained by the MPFA, including a report of all receipts and disbursements. The MPFA must establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each indenture for outstanding bonds

(to the extent that such duties are not assigned to a trustee for owners of bonds). The books and records of the MPFA are public.

A. *Trustee Responsibilities*. The MPFA will require that each indenture provide that the trustee appointed thereunder establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of such indenture. Said trustee may be given such duties in said indenture as may be desirable to carry out the requirements of this Section.

B. *Audits*. The Treasurer of the MPFA will cause an independent audit to be made of the books of accounts and financial records of the MPFA in compliance with the requirements of the JPA Law. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section will be borne by the MPFA and constitute a charge against any unencumbered funds of the MPFA available for that purpose.

C. *Audit Reports*. The Treasurer of the MPFA, as soon as practicable after the close of each Fiscal Year, but in any event within the time necessary to comply with the requirements of the JPA Law, will file a report of the audit performed pursuant to this Section as required by the JPA Law and send a copy of such report to public entities and persons in accordance with the requirements of the JPA Law.

23. FUNDS. Subject to the provisions of each indenture for outstanding bonds providing for a trustee to receive, have custody of and disburse funds which constitute MPFA funds, the Treasurer of the MPFA will receive, have the custody of and disburse MPFA funds pursuant to accounting procedures approved by the Board and make the disbursements required by this Agreement or otherwise necessary to carry out the provisions and purposes of this Agreement.

24. CONFLICT OF INTEREST CODE. The MPFA will, by resolution, adopt a Conflict of Interest Code to the extent required by law. In the absence of a separate Board resolution, the Conflict of Interest Code adopted by City's City Council will constitute the MPFA's Conflict of Interest Code.

25. BREACH. No default of this Agreement will waive City's or Housing Authority's obligation to continue paying contributions to MPFA or otherwise performing this Agreement. City and Housing Authority declare that this Agreement is entered into for the benefit of the MPFA and City and Housing Authority grant MPFA the ability to enforce by whatever lawful means the MPFA deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the MPFA hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the MPFA to any or all other remedies.

26. NOTICES. Notices to City and Housing Authority hereunder are sufficient if delivered to the City Manager/Executive Director of the City/Housing Authority.

27. WITHDRAWAL. Neither Housing Authority nor City may withdraw from this Agreement before the end of the term of this Agreement.

28. EFFECTIVENESS; COUNTERPARTS. This Agreement becomes effective and will be in full force and effect and a legal, valid and binding obligation of Housing Authority and City when each party executed this Agreement, including the MPFA to execute by counterparts.

29. SEVERABILITY. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any applicable law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof will not be affected thereby.

30. AMENDMENT OF AGREEMENT. This Agreement may be amended by written amendments executed by the Members at any time. Any such amendment is subject to any restrictions contained in any bonds or documents related to any bonds to which the MPFA is a party.

31. FORM OF APPROVALS. Whenever an approval is required in this Agreement, unless the context specifies otherwise, it will be given: (A) in the case of Housing Authority, by resolution or minute order duly adopted by Housing Authority Board; (B) in the case of City, by resolution duly or minute order adopted by the City Council of City; and (C) in the case of the MPFA, by resolution or minute duly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same will not be unreasonably withheld, conditioned or delayed.

32. LIABILITY OF THE MPFA; RELEASE AND INDEMNITY. MPFA funds may be used to defend, indemnity, and hold harmless the MPFA, any Member, any member of the Board, and officer of the MPFA for their actions taken within the scope of their duties while acting on behalf of the MPFA. The parties to this Agreement release each other and agree to hold each other harmless, as well as their officers and employees, for any loss or liability arising from their respective activities pursuant to this Agreement. Except as otherwise provided herein, each party agrees to indemnity, defend and hold harmless the other parties, their officers, agents, and employees from any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage, or any other loss caused by or arising out of that party's performance or failure to perform the obligations assumed under this Agreement. Each Member agrees that the City Attorney is designated by the Board to represent the MPFA by performing legal services, including litigation, and that any potential conflict of interest arising from such representation is deemed waived by the MPFA and any Member, unless an actual adverse relationship exists between the Member and the MPFA with respect to the particular matter.

33. MISCELLANEOUS. This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

A. *Authorized Designees*. Where reference is made to duties to be performed for the MPFA by a public official or employee, such duties may be performed by that person's duly authorized deputy or assistant. Where reference is made to actions to be taken by Housing Authority or City, such action may be exercised through the officers, staff or employees of Housing Authority or City, as the case may be, in the manner provided by law.

B. *Governing Law*. This Agreement will be governed by and construed in accordance with the laws of the state of California. Venue for any action arising from this

Agreement will be in a court of competent jurisdiction located within Los Angeles County

C. *Entire Agreement*. The foregoing constitutes the full and complete Agreement of the Members. There are no oral understandings or agreements not set forth in writing herein

IN WITNESS WHEREOF, City and Housing Authority have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

CITY OF MONTEREY PARK

_____
Yvonne Yiu, Mayor

Attest:

_____
Vincent D. Chang, City Clerk

MONTEREY PARK HOUSING AUTHORITY,
a public body corporate and politic

_____
Yvonne Yiu, Chair

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney/General Counsel

ATTACHMENT 2

Draft Housing Authority Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING A JOINT POWERS AGREEMENT WITH THE CITY OF MONTEREY PARK CREATING THE MONTEREY PARK FINANCING AUTHORITY AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THAT AGREEMENT.

The Board of Directors for the Monterey Park Housing Authority resolves as follows:

SECTION 1: The Board of Directors ("BOD") approves the Joint Powers Agreement with the City of Monterey Park ("JPA") which is attached as Exhibit A to Resolution No. _____, adopted June 16, 2021 by the Monterey Park City Council, and is incorporated into this Resolution as if fully set forth. The JPA creates a new Joint Powers Authority named the "Monterey Park Financing Authority" pursuant to Government Code §§ 6500-6515 (the "Authority").

SECTION 2: The Chairperson for the Monterey Park Housing Authority is authorized to execute the JPA on the Housing Authority's behalf. Relatedly, the Executive Director is authorized to execute an operations agreement, in a form approved by the General Counsel, with the Authority for providing administrative support.

SECTION 3: *Environmental Review*. This Resolution 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 ("CCR") §§ 15000, *et seq*.) because it establishes rules and procedures to clarify existing policies and practices related to government organization; does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this Resolution does not constitute a "project" that requires environmental review (*see specifically* 14 CCR § 15378(b)(4-5)).

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: *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 6: *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 8:*Effective Date*. This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2021.

_____
Yvonne Yiu,
Chairperson

ATTEST:

_____
Vincent D. Chang, Secretary

APPROVED AS TO FORM:

_____
Karl H. Berger, General Counsel

City Council Staff Report

DATE: June 16, 2021
AGENDA ITEM NO: Consent Calendar
Agenda Item 3C

TO: The Honorable Mayor and City Council

FROM: Joseph Leon, City Treasurer

SUBJECT: Monthly Investment Report – May 2021

RECOMMENDATION:

It is recommended that the City Council consider:

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

EXECUTIVE SUMMARY:

As of May 31, 2021 invested funds for the City of Monterey Park is $93,919,847.88.

BACKGROUND:

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

Respectfully submitted by:

Joseph Leon
City Treasurer

Prepared by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Attachment 1
Monthly Investment Report

CITY OF MONTEREY PARK
INVESTMENT REPORT
MAY 31, 2021

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 5/31/2021			**$ 93,919,847.88**

INVESTMENT COMPOSITION

(1)	**LA COUNTY POOLED INVESTMENT FUND** *(See Schedule A for LA County Pool Composition)*	ON DEMAND	0.500%	***$ 8,738,626.14***
(2)	**LOCAL AGENCY INVESTMENT FUND**	ON DEMAND	0.330%	***$ 84,196,221.74***

(3)	**CERTIFICATES OF DEPOSIT**	Purchase Date	Maturity Date	Interest Rate	
1	PREFERRED BANK	09/03/20	09/03/21	0.76%	100,000
2	PREFERRED BANK	09/08/20	09/08/21	0.76%	150,000
3	MORGAN STANLEY BANK	02/27/20	02/28/22	1.70%	245,000
4	MORGAN STANLEY PRIVATE BANK	02/27/20	02/28/22	1.70%	245,000
5	AMERICAN FIRST CREDIT UNION	03/06/20	03/07/22	1.60%	245,000
	Total CDs (5)			1.304%	***$ 985,000.00***

OTHER INFORMATION:

BANK BALANCE: [1]	$ 8,498,811.71
AVERAGE MATURITY DAYS	3
AVERAGE INTEREST RATE FOR THE MONTH	0.357%

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

INTEREST EARNINGS FOR 3RD QUARTER 2020-2021 (ESTIMATED) **$ 130,639.00**

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

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

POOLED SURPLUS AND SPECIFIC PURPOSE INVESTMENTS
AS OF APRIL 30, 2021

SCHEDULE A

PORTFOLIO PROFILE	Pooled Surplus Investments	Specific Purpose Investments
Inventory Balance at 04/30/21		
At Cost	$ 41,478,986,500	$ 116,873,506
At Market	$ 41,127,915,511	$ 116,402,055
Repurchase Agreements	$ -	$ -
Reverse Repurchase Agreements	$ -	$ -
Composition by Security Type:		
Certificates of Deposit	7.71%	0.00%
United States Government and Agency Obligations	60.49%	62.66%
Bankers Acceptances	0.00%	0.00%
Commercial Paper	31.55%	0.00%
Municipal Obligations	0.07%	2.74%
Corporate and Deposit Notes	0.18%	0.00%
Repurchase Agreements	0.00%	0.00%
Asset-Backed	0.00%	0.00%
Other	0.00%	34.60%
1-60 days	38.28%	0.00%
61 days-1 year	27.71%	34.60%
Over 1 year	34.01%	65.40%
Weighted Average Days to Maturity	1005	

City Council Staff Report

DATE: June 16, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3D

TO: The Honorable Mayor and City Council

FROM: Martha Garcia, Director of Management Services

SUBJECT: Recommendations for Adoption of Fiscal Year 2021-2022 Annual Budget

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting by Resolution the City's and Successor Agency's Fiscal Year 2021-2022 Annual Budget as presented on May 26, 2020, City Manager's recommended budget incorporated with the Council's directions; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City Council conducted a public budget hearing on May 26, 2020, regarding the City's current finances, projected revenues, and financial obligations. The budget for 2021-2022 presents a spending plan that anticipates $111.4 million in estimated operating revenues and transfers-in from all funds combined and $115.1 million in operating, and capital improvements expenditures and transfers-out. Financial matters, including the issuance of Pension Obligation Bonds (POBs), staffing realignment and changes, mitigation strategies for pension and retiree medical unfunded liabilities, economic development projects, and goals and objectives associated with the City budget, were presented and discussed at the hearing.

BACKGROUND:

The City implemented its new Enterprise Resource System (ERP), Tyler Munis, in September 2020. With this new financial system came some structural changes including the renumbering of funds and the restructuring of administration costs. Funds have been characterized as follows:

- General Funds – 100s;
- Special Revenue Funds - 200s;
- Special Revenue Funds "Grants" - 300s;
- Enterprise Funds - 400s;
- Internal Service Funds - 500s, and
- Special Deposit Funds - 800s.

Furthermore, the FY2021-2022 Budget, includes a cost allocation plan for the use of distributing administration cost in a more practical manner and in accordance with General Accepted Accounting Principles (GAAP).

The budget also takes into account the continued economic impacts of COVID-19, staffing realignment and changes, and the issuance of POBs and its impact to employee benefit costs.

The City's FY 2021-2022 Operating, Debt and Capital Budget total is $115.1 million of which $47.5 million is in the General Fund, $5.7 million is for capital improvements and $2.7 is for the Successor Agency enforceable obligations and administration costs. A careful and methodical approach was taken in preparing the budget consistent with City Council's practice to exercise fiscal prudence with funding requests and the preservation of the General Fund reserves. Departmental budget requests were scrutinized considering essential operational needs and limiting the ongoing demand on the City's finances. This operating budget takes the stance of status quo with escalations only where the cost-of-service delivery has increased.

FISCAL IMPACT:

The FY 2021-2022 citywide budget is estimated to be $115.1 million, with a General Fund Budget of $47.5 million (net of transfers).

Respectfully submitted by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO.

A RESOLUTION ADOPTING THE FISCAL YEAR 2021-2022 FINAL OPERATING, DEBT AND CAPITAL BUDGET FOR THE CITY OF MONTEREY PARK AND THE SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY

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

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

A. The City Council reviewed the proposed final Operating and Debt Budget ("Budget") for the City and Capital Improvement Plan ("CIP") for fiscal year 2021-2022;

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

C. The City Council conducted public study sessions on May 26 and May 27, 2021;

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

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

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

SECTION 3: APPROPRIATIONS LIMIT.

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

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

C. The City Council may choose the method of calculating adjustments to the City's Appropriations Limit on an annual basis. For inflation, pursuant to Article XIIIB, § 8(e)(2), adjustments to the Appropriations Limit may be calculated using either the percentage change in per capita personal

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

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

E. As a result of the adjustments made to the City's Appropriations Limit, the City Council sets the Appropriations Limit for fiscal year 2021-2022 at $99.2 million.

SECTION 4: BUDGET APPROPRIATIONS. Based upon the Budget, the total General Fund operating budget, including transfers, is $47.5 million. The Overall City Budget is $115.1 million including Capital Improvement Projects. The City Manager, or designee, is authorized to implement the appropriations for City Departments.

SECTION 5: CIP APPROPRIATIONS. Based upon the CIP, a total of $5.7 million is appropriated for capital improvement projects for fiscal year 2021-2022. The City Manager, or designee, is authorized to implement the CIP.

SECTION 6: REAPPROPRIATION. The City Manager, or designee, is authorized to reappropriate any unused appropriations for capital projects, special projects, and grant programs at the close of fiscal year 2021-2022 for the Budget and CIP.

SECTION 7: FUND OPERATING RESERVES. The City Manager, or designee, may appropriate any remaining revenues at the close of fiscal year 2021-2022 into the applicable Fund operating reserve per Governmental Accounting Standards Board (GASB) Statement No. 54.

SECTION 8: BUDGET ADJUSTMENTS. The Budget may be subsequently adjusted as follows:

A. By majority vote of the City Council;

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

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

SECTION 9: CONTRACTING AUTHORITY.

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

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

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

SECTION 10: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions; and make a minute of the adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 11: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED and ADOPTED this 16th day of June, 2021.

_____
Yvonne Yiu, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, 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. was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 16th day of June 2021 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dated this 16th day of June 2021

_____
Vincent D. Chang, City Clerk

City Council Staff Report

DATE: June 16, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3E

TO: The Honorable Mayor and City Council

FROM: Martha Garcia, Director of Management Services

SUBJECT: A Resolution of the Monterey Park City Council Authorizing the City Manager to Provide Written Notice of Intent to Withdraw Membership from the Independent Cities Risk Management Authority (ICRMA)

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting the attached Resolution authorizing the City Manager to notify the Independent Cities Risk Management Authority (ICRMA) of the City's intent to withdraw from the JPA on or before July 1, 2022; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park is a member of the Independent Cities Risk Management Authority (ICRMA), a Joint Powers Authority (JPA), with 15 other member cities. The City participates in both the general liability and workers' compensation programs. The purpose of membership is to assist the City with program administration for liability, workers' compensation and risk management. The City also purchases insurance through the JPA. ICRMA's By Laws provide that should a member agency wish to terminate membership in either program, notification must be provided to the JPA by July 1st of the prior year.

Staff believes that it is prudent for the City to evaluate the insurance market to ensure that rates we pay through the JPA are the most cost effective and provide comprehensive insurance coverage as well as to ensure that the services available meet the City's needs.

This Report seeks City Council consideration and adoption of a resolution that provides the ICRMA notification of the City's intent to withdraw from membership in this JPA so that the City may begin canvassing the insurance market. The notice does not require the City of Monterey Park to withdraw from ICRMA and has until December 1, 2021, to rescind the withdrawal notice.

BACKGROUND:

The City is committed to reducing costs and identifying an insurance portfolio that offers competitive pricing, sufficient coverage, and excellent customer service delivery. Additionally, the City is interested in comparing benefits available through other Joint Power Authorities including a comprehensive risk management program.

Staff will conduct its research within the industry and perform a comparison analysis of its current program to other available programs. Once the analysis is completed, the City has the option of choosing another provider or remaining with ICRMA. The Bylaws state that subsequent to the notice of intent to withdraw, member agencies have until December 1, 2021, to rescind the withdrawal notice. This provision is advantageous in that it gives the City adequate time and flexibility to make the best decision.

FISCAL IMPACT:
None.

Respectfully submitted by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:
1. ICRMA Bylaws – Withdrawal Requirements
2. Resolution

ATTACHMENT 1

ICRMA Bylaws:
Article V, F. Withdrawal Requirements

2. ***Remedies Available to ICRMA on Default***
   a ***Scope*** – ICRMA may exercise any and all remedies available pursuant to law or granted pursuant to the **Agreement** and these **Bylaws** whenever a default as defined in **this Article** occurs.
      i No remedy contained in these **Bylaws** is intended to be exclusive.
      ii Available remedies include, but are not limited to, imposing a penalty or assessment, cancellation of Member's coverage, expulsion from a risk management program, and/or expulsion of the Member from ICRMA.

   b ***Process***
      i The Board will give a Member in default 30 days' notice of its intent to deliberate on a remedy for said default.
      ii Remedies will be effective on the date prescribed by the Board.
      iii The Board has discretion to impose conditions for curing any default, and for reinstating the Member to its rights.

   c ***Cancellation of Coverage under a Program*** – Upon any default, the Board may:
      i ***Temporarily*** cancel any or all rights of the defaulting Member in any program in which such Member is in default until such time as the condition causing default is corrected and/or other conditions are met (e.g., the Board may temporarily suspend coverage if a Member fails to pay its contribution); **OR**
      ii ***Permanently*** cancel any or all rights of the defaulting Member in any program in which such Member is in default.

   d ***Involuntary Termination or Expulsion*** – The Board may expel any Member that is in default as defined in **these Bylaws**. Such expulsion will be effective on the date prescribed by the Board, but not earlier than 30 days after notice of expulsion has been personally served on or sent via certified mail to the Member.

   e ***No Additional Waiver Implied*** – No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof. Further, in the event any condition contained in **ICRMA's Governing Documents** is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived, and shall not be deemed to waive any other breach hereunder.

3. ***Agreement to Pay Attorney's Fees and Expenses*** – In the event either ICRMA or a Member is in default and the other party employs attorneys or incurs expenses for the collection of moneys, the enforcement of performance, or observance of any obligation under the **Agreement** on the part of the defaulting party, the losing party shall pay to the other party the reasonable fees of such attorneys and such other expenses so incurred by the other party.

F. **Voluntary Withdrawal** – Member withdrawal from any or all programs must be in accord with **ICRMA's Governing Documents**.

1. ***Limitations***
   a No withdrawal may become effective **EXCEPT** at the close of a program year.
   b A Member providing *untimely notice* shall be responsible for the full cost of the subsequent year's contribution.
   c A Member may **NOT** withdraw prior to the end of its initial three (3) year commitment period and shall be obligated, in all cases, for payment of its **ENTIRE** annual contribution for those three (3) years.

2. ***Notice of Intent to Withdraw***
   a In order to be effective, notice of intent to withdraw from ICRMA or to terminate participation in a specific program must be from the City Manager or other duly authorized official of the Member **AND** must be accompanied by the Council resolution or meeting minutes of the Member authorizing such action.

   b In order to be timely for a given program year beginning July 1, notice must be received by ICRMA no later than July 1 of the preceding year. Notice received after that date shall be considered **UNTIMELY** and thus **INEFFECTIVE**.

   c The Member may revoke such notice by subsequently notifying ICRMA of its revocation by December 1 of the preceding year. Such revocation must be supported by the Council resolution or meeting minutes of the Member authorizing such action. However, that support may arrive following communication to ICRMA of the Member's revocation.

3. **Reapplication** – A Member, which has voluntarily withdrawn from ICRMA or a specific program, may reapply for membership.

G. **Following Withdrawal or Expulsion**
1. ***NEITHER WITHDRAWAL NOR EXPULSION FROM ICRMA OR ANY OF ITS PROGRAMS RELIEVES ANY MEMBER OF ANY RIGHTS, OBLIGATIONS, LIABILITIES, OR DUTIES DURING THOSE PROGRAM YEARS, IN WHICH THE ENTITY PARTICIPATED.***

ATTACHMENT 2

Resolution: ICRMA Withdrawal Notice

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PROVIDE WRITTEN NOTICE OF INTENT TO WITHDRAW FROM THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA)

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

SECTION 1. The City Council finds as follows:

A. The City wishes to explore various options of insurance coverage including other risk-sharing pools or purchasing commercial insurance directly;

B. The City is interested in performing an analysis on the feasibility of continuing its participation in the Independent Cities Risk Management Authority (ICRMA);

C. Should the city wish to transition to another insurance provider/carrier in the upcoming fiscal year, the Bylaws of the Liability and Workers' Compensation programs for the ICRMA requires that notice of intent to withdraw membership as of July 1, 2022, must be provided not later than July 1, 2021; and

D. Providing a written notice to withdraw does not preclude the City from rescinding such notice should the City wish to remain with the ICRMA during the 2021/2022 fiscal year based upon any analysis completed by the city of based upon any need for additional time to conduct such analysis, provided that rescission is provided not later than December 1, 2021.

SECTION 2. The City Manager is authorized to provide written notice of intent to withdraw membership from the Independent Cities Risk Management Authority (ICRMA). A copy of the Resolution will be provided to the Independent Cities Risk Management Authority (ICRMA) as part of that notice.

SECTION 3. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 4. 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.

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.

PASSED AND ADOPTED this ____ day of _____, 2021.

_____
Yvonne Yiu, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

City Council Staff Report

DATE: June 16, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3F

TO: The Honorable Mayor and City Council

FROM: Martha Garcia, Director of Management Services

SUBJECT: HDL COREN & CONE Master Services Agreement Amendment For Property Tax Consulting Services

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an Amendment in a form approved by the City Attorney to a master service agreement with HdL Coren & Cone, for Property Tax Consulting Services for an amount of $125,000 for a term of five years; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City has an existing contract with HdL Coren & Cone (HdL) for property tax consulting services. The proposed amendment would extend the term of the Agreement to June 30, 2026 with a total not to exceed amount of $125,000 for a 5-year term.

BACKGROUND:

Property tax revenues are a vital component of the City's finances, requiring effective management and detailed analysis. HdL's comprehensive approach to revenue management has maximized revenue sources while providing staff with relevant and timely information. HdL has been the City's property tax consultant since July 1, 2016. Services provided to the City include: reports and management analyses, successor agency services, monthly reporting, and auditing services. The City is requesting to extend services with HdL through June 30, 2026.

FISCAL IMPACT:

The cost of the HdL amendment will span over 5-years with the first-year costing $23,345 (includes a 15% contingency) and the total 5-year contract costing an amount not to exceed $125,000. Funds for this amendment have been budgeted in appropriate operating department budget.

Respectfully submitted by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

City Council Staff Report

DATE: June 16, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3G

TO: The Honorable Mayor and City Council

FROM: Martha Garcia, Director of Management Services

SUBJECT: Agreement for Water, Wastewater, and Solid Waste Rate Studies

RECOMMENDATION:

It is recommended that the City Council consider:

1. Allowing the City Manager to enter into an agreement in a form to be approved by the City Attorney with HF&H Consultants, LLC for $145,595 from the Enterprise Fund for Water, Wastewater, and Solid Waste Rate Studies;
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

City staff recommends entering into an agreement with HF&H Consultants, lnc. to do a comprehensive study on the City's water, wastewater, and solid waste fees.

City staff conducted the last comprehensive study on the water, wastewater, and refuse rates in 2014. Since then, most operating costs have changed, water consumption has decreased and the City has since entered into a new agreement for solid waste collection services and is in the process of renewing it again. A new rate study is recommended to ensure the rates charged are fair and equitable to the City's users and can also adequately fund the Cíty's operations of these services.

BACKGROUND:

On July 16, 2014, the City Council adopted ordinance numbers 2109, 2110, and 2111 adjusting the rates for water, wastewater, and solid waste. The ordinances included a 10% to 15% increase in rates for a five-year period beginning September 2014. The ordinances also included an automatic reversal of utility rate charges effective August 2019 back to utility charges exiting in August of 2017. Since that time, several factors continue to change including water usage has declined, and operating costs have increased. A new comprehensive rate study is desirable.

Staff prepared specifications for a Request for Proposal (RFP) for a consultant to perform a comprehensive rate study for the City’s water, wastewater, and solid waste operations and received four responses.

Consultant	Proposed Cost
1. NBS	$77,500
2. IB Consulting	$100,860
3. HF&H Consulting, LLC	$132,359 plus 10% contingency
4. Raftelis Financial Consultants, Inc.	Did Not Agree to City's Contract Terms

Following the receipt of the proposals, a review committee was formed comprised of staff from finance, support services, and public works to conduct a thorough evaluation of the proposals. Following the reviews of the proposal documents, reference checks and discussions among the committee, it was unanimously agreed HF&H had the highest-ranking recommendations for services performed to other Cities and most detailed in their approach to the rate study. Staff recommends HF&H Consulting, LLC to conduct the comprehensive rate study.

The contract with HF&H Consulting, LLC will include collecting the data from the City for its existing services and rates, developing a new rate model for services, as well as assisting with the preparation of the proposition 218 notices once Council has approved the new proposed rates.

FISCAL IMPACT:

The total cost of $145,595 consists of the proposed project cost of $132,359 plus a 10% contingency cost of $13,236 to cover any additional in person meetings, or additional analysis. This cost of $145,595 is budgeted in the Fiscal Year 21-22 Budget, capital improvement project number 81402 (Enterprise Funds).

Respectfully submitted by:

Martha Garcia
Director of Management Services

Prepared by:

Tim Shay
Support Services Manager

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

City Council Staff Report

DATE: June 16, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3H

TO: The Honorable Mayor and City Council

FROM: Kelly Gordon, Chief of Police

SUBJECT: Towing Contract Extension

RECOMMENDATION:

It is recommended that the City Council consider:

1. Extending the towing contracts between the City of Monterey Park, Freeway Towing, and Navarro's Towing through July 31, 2024 and authorize the City Manager to execute agreements, in a form approved by the City Attorney, with Navarro's Towing, and Freeway Towing; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The towing contracts between the City of Monterey Park, Freeway Towing, and Navarro's Towing expire on July 31, 2021. I am recommending that the contract be extended three more years and the new expiration date be set as July 31, 2024. Both companies tow rates fall well below the standard CHP rates and both companies are located in the city of Monterey Park.

Both companies are willing to keep their current rates, based on the CHP East Los Angeles tow rates. Both companies are also willing to extend the contract another three years to July 31, 2024.

BACKGROUND:

Navarro's Towing and Freeway Towing have provided excellent service in the past. The City has dealt with minimal complaints regarding the service they have provided. On May 25, 2021 Freeway Towing was inspected and on May 26, 2021 Navarro's Towing was inspected. During the inspections the items listed below were taken into consideration:

- Lot size and location
- Evidence Storage
- Number of trucks and drivers
- Record keeping system
- Driver training and licensing

- Complaint procedure
    - Security System
    - Gates, fences and access
    - Tow truck inspections

Both companies passed inspection and both companies have complied with Monterey Park Municipal Code Chapter 5.84 (Towing Business). It has been verified that both companies tow rates do not exceed the rates established by the California Highway Patrol, East Los Angeles Area Tow Service Agreement and are in compliance with California Vehicle Code Section 22658 (i). Navarro's Towing and Freeway Towing are the only tow companies that are located in the City of Monterey Park.

I am recommending a three-year extension because both companies are not raising their tow rates and both companies are willing to extend the contract even without increasing the tow rates. The low rates benefit the citizens of Monterey Park and other citizens who may not be able to afford the higher rates of tow service.

FISCAL IMPACT:

None.

Respectfully submitted by:

Kelly Gordon
Chief of Police

Prepared by:

Gabriel Escarsega
Traffic Sergeant

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

City Council Staff Report

DATE: June 16, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3I

TO: The Honorable Mayor and City Council

FROM: Karl H. Berger, City Attorney

SUBJECT: Resolution authorizing the City Manager to Contract without the need for bidding pursuant to Public Contracts Code § 22050 to construct hillside stabilization at 1688 West Garvey Avenue

RECOMMENDATION:
It is recommended that the City Council consider:

1. Adopting Resolution No. ____ declaring an emergency and authorizing contracting without formal bidding pursuant to Public Contracts Code § 22050;
2. Authorizing the City Manager to execute a standard public works contract, in a form approved with the City Attorney, in accordance with Resolution No. ___ and after utilizing informal bidding procedures in MPMC Chapter 3.100 to select a contractor to perform the hillside stabilization and rehabilitation project – identified as "Plan B" within the Settlement Agreement with Center Int'l Investment, Inc. ("CII") – for property at 1688 West Garvey Avenue;
3. Authorizing the City Attorney to take all legal actions required to ensure CII's payment of all costs associated with the City's performance of Plan B in accordance with the Settlement Agreement including, without limitation, foreclosing on securities guaranteeing the Plan B project, if required; and
4. Take such additional, related action that may be desirable.

CEQA
The environmental assessment set forth in the Resolution certifying the *Final Environmental Impact Report 1688 West Garvey Avenue Project* (State Clearinghouse No. 2020070419), adopted June 16, 2021, is incorporated by reference. Further, the City Council's actions are exempt from additional CEQA review as they are being made to protect public and private property and necessary to maintain services essential to the public, health and welfare (*see Ca/Beach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529: CEQA findings regarding an anticipated imminent emergency are valid).

EXECUTIVE SUMMARY:
This action is recommended to help ensure Center Int'l Investment, Inc. ("CII") complies with the Settlement Agreement discussed in the separate staff report related to the Goodviews residential project. A copy of that Settlement Agreement is attached for reference.

BACKGROUND:
As stated in the Settlement Agreement and (more comprehensively) separate staff report regarding Plan A, CII is obligated to abate the public nuisance at 1688 West Garvey Avenue. "Plan A" of the Settlement Agreement is being considered by the City Council under the Public Hearing portion of tonight's agenda.

This Agenda Item is desirable in the event that CII fails to complete the hillside improvements under Plan A **OR** (should the City Council not approve Plan A) does not complete the hillside improvements under Plan B. In either event, the Settlement Agreement provides that the City will complete the hillside stabilization at CII's cost. To insure that CII actually pays for the nuisance abatement, the City secured liens on other real property owned by CII which – if needed – can be foreclosed upon should CII fail to voluntarily reimburse the City.

As the Council is aware, public works projects ordinarily require a formal bidding process that can result in up to 90 days of delay for issuing a contract to a responsible bidder. Here, the public nuisance at 1688 West Garvey must be permanently abated before the next rainy season. While there are interim measures in place to temporarily stabilize the hillside, the City (and public) are well aware of past events that resulted in significant property damage because the hillside sloughed off into surrounding roads and private property. Another El Niño event could trigger a similar landslide.

It is unclear – in June – how wet the rainy season will be for 2021-2022. The traditional rainy season commences November 1st each year. Which is why most construction occurs during the summer months. CII was regularly reminded of its obligation to submit designs and plans for the hillside stabilization project. To date, nothing has happened as to such planning.

To help prompt CII, the attached draft Resolution requires substantial compliance with the Settlement Agreement by August 1, 2021. That determination lies with the City Manager. Compliance would, at a minimum, take the form of permit-ready designs/plans approved by the City to allow CII's private contractors to begin mobilizing.

Should that not occur, then the Resolution authorizes the City Manager to utilize the informal bidding process in Monterey Park Municipal Code ("MPMC") Chapter 3.100 to select an appropriate contractor without additional City Council action. This will expedite the abatement process and (hopefully) allow the City to make significant progress toward nuisance abatement before Winter storms.

FISCAL IMPACT:
The preliminary engineering estimate for the hillside stabilization project is $7M to $8M. All costs associated with the City's assumption of control over the abatement process would be borne by CII. Part of the recommended actions of this matter include authorizing the City Attorney to take all legal actions needed to secure the City's funding

from CII including, without limitation, foreclosing on the securities already provided to the City.

Respectfully submitted by:

Karl H. Berger, City Attorney

ATTACHMENT(S):

1. Settlement Agreement dated June 8, 2020;
2. Draft Resolution

ATTACHMENT - 1
Settlement Agreement

SECOND AMENDED AND RESTATED SETTLEMENT AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND CENTER INTERNATIONAL INVESTMENTS, INC.

THIS SECOND AMENDED AND RESTATED SETTLEMENT AGREEMENT (this "Agreement") is entered into this 8th day of June 2020 by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") acting on behalf of Plaintiff, the People of the State of California, *ex rel.* Mark D. Hensley, City Attorney ("Plaintiff"), and CENTER INT'L INVESTMENTS, INC., a California Corporation ("CII") (collectively, the "Parties"). Each of the undersigned representatives certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement, and to execute and bind to this Agreement the entity which he or she represents.

1. RECITALS. The Parties enter into this Agreement with reference to the following facts and objectives:

A. On December 31, 2015, Plaintiff commenced an action against CII captioned *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., and Does 1 through 25*, Los Angeles County Superior Court, Case No. BC605788 (the "Action").

B. In the Action, Plaintiff sought to abate a nuisance involving an unsafe, unsightly and dangerous condition of real property in the City of Monterey Park, including an unstable hillside (the "Nuisance"), located approximately between 1600-1688 West Garvey Avenue and more particularly described in the Complaint in this case ("Property"), and sought to recover the costs incurred by Plaintiff for abating such nuisance from CII, the owners of said real property.

C. Because Plaintiff does not have land use authority within CITY's jurisdiction, CITY has agreed to act on Plaintiff's behalf in order to resolve the Action in accordance with this Agreement. Plaintiff believes that such action is in the public interest and consents to CITY's implementation of this Agreement on Plaintiff's behalf.

D. The Parties previously executed a Settlement and Mutual Release dated April 25, 2017

(the "Original Agreement"). The Parties then entered into the *First Amended and Restated Settlement Agreement Between the City of Monterey Park and Center International Investments, Inc.* (the "First Amended Agreement") on March 22, 2019. The Parties intend for the Original Agreement and the First Amended Agreement to be merged and consolidated by reference into this Agreement. To the extent, however, there is a conflict between the Original Agreement, the First Amended Agreement, and this Agreement, the terms and conditions of this Agreement will prevail.

E. As previously stated in the Original Agreement and the First Amended Agreement, CII seeks to develop the Property for residential uses. CII's plan requires certain discretionary approvals from CITY including, without limitation, a development agreement and subdivision map. To implement its plan and resolve the Action, CII also proposes to abate the Nuisance as part of its residential project ("Plan A").

F. To resolve the Action, however, Plaintiff required that CII also prepare a separate plan that, if required to be implemented, only abates the Nuisance regardless of any residential development ("Plan B"). Under the Original Agreement and the First Amended Agreement, Plan B could be voluntarily implemented by CII if Plan A was (1) not pursued by CII or (2) not approved by CITY by the deadline set forth in the Project Schedule that had been attached to the First Amended Agreement.

G. Since the execution of the First Amended Agreement, CII has made progress toward the implementation of Plan A. However, due to additional delays, the Parties are entering into this Agreement to, among other things, amend the Project Schedule as described below in Section 1(I) and attached as **Exhibit "A,"** and incorporated by reference (the "Amended Project Schedule"). As in both the Original Agreement and the First Amended Agreement, Plan B may also be implemented by Plaintiff and CITY under the circumstances contemplated in this Agreement.

H. During the time that Plan A is considered by CITY, CII must construct and maintain erosion control and slope stabilization plans approved by CITY to temporarily abate the Nuisance ("Interim Maintenance Program"). The Interim Maintenance Program must be

completed at CII's cost and will be monitored by CITY (also at CII's cost) to ensure compliance.

I. The Amended Project Schedule attached as Exhibit "A," and incorporated by reference, provides the critical path schedule for Plan A and Plan B as contemplated in this Agreement. CII understands and agrees that absent Good Cause, as determined by CITY in its sole discretion (and contemplated below), the Amended Project Schedule will not be altered. "Good Cause" shall mean demonstrated progress and effort by CII in its performance, delays attributable to the CITY's review of Plan A project materials, CITY processing or issuing a grading or building permit, or because of unusual inclement weather impeding construction.

J. The Parties also understand and agree that a separate instrument dated December 11, 2018 and entitled "Planning and Processing Agreement" by and between CITY and CII will govern the manner of processing Plan A and also how CII will reimburse CITY for all costs associated with abating the Nuisance ("Processing Agreement").

2. SPECIFIC TERMS OF AGREEMENT AND RELEASES. For and in consideration of the above-referenced recitals and the promises and covenants contained in this Agreement, the Original Agreement, and the First Amended Agreement (to the extent not altered by this Agreement), the Parties agree as follows:

A. CII agrees to:

i. Cause liens to be recorded, in favor of CITY, on real property that is valued in the amount of at least $ 6.8 million (the "Liens"). The Parties understand that the amount of the Liens ($6.8 million) is an engineering estimate based upon the industry-standard cost of work for Plan B. The Liens shall be documented through a Performance Deed of Trust on each of the real properties that CII is using to satisfy its obligations. A form of the Performance Deed of Trust is attached hereto as Exhibit "B."

ii. Complete either Plan A or Plan B by the dates set forth in the Amended Project Schedule and proceed in accordance with the interim deadlines contained therein.

B. CII, CITY and Plaintiff agree that:

i. CII shall follow the Amended Project Schedule attached hereto as Exhibit "A," which hereby supersedes any prior Project Schedules attached to the Original Agreement and/or the First Amended Agreement. The Amended Project Schedule may be amended by agreement between CII, CITY, and Plaintiff without further need to amend this Settlement Agreement.

ii. The scope and/or timing and implementation of Plan B may change subject to the Parties mutual agreement and CITY approval.

iii. The document attached hereto as Exhibit "C" is a true and correct copy of the project that will be implemented as Plan A and such project will serve to abate the Nuisance at the Property.

iv. Staff for the City have reviewed Plan A and have accepted the plan as complete for purposes of taking final action upon completion of the environmental study.

v. In the event that Plan B is not underway by the deadline set forth in the Amended Project Schedule, CITY may (1) enter the Property, abate the Nuisance, and/or complete Plan B, and (2) foreclose on the Liens recorded in its favor pursuant to Section 2(A)(i) to recover the cost of completing Plan B. In the event that the actual completion cost is less than the amounts recovered by CITY through the foreclosure of the Liens, CITY will return all sums recovered exceeding the actual cost of completion of Plan B to CII.

C. CITY agrees to:

i. CITY consents to the cancellation of the performance bond in the amount of $1,000,000 that CII previously secured with respect to the slope stabilization work.

ii. The recordation of the Liens will satisfy any and all of CII's bonding obligations that were set forth in the First Amended Agreement.

iii. Process Plan A, inclusive of the site plan as shown in Exhibit C, in accordance with the Amended Project Schedule.

iv. Provide a project team to process Plan A, the Interim Maintenance Program, and (if required) implement Plan B (the project team is collectively referenced as "Project Manager"). The cost of such project team will be borne solely by CII.

v. For Good Cause shown, such as a delay in CITY reviewing CII's proposed development plans, CITY processing or issuing a grading or building permit, or because of unusual inclement weather impeding construction, the Project Manager may extend the time set forth in the Amended Project Schedule by a period of time equal to the length of the delay. Such an extension of time must be in writing, executed by both Parties, and or confirmed by the legal representatives of both Parties.

vi. Upon the completion of Plan B, CITY shall do everything required to release the Liens from the properties in accordance with the terms and conditions of the Performance Deed of Trust and/or applicable law.

Plaintiff the People of the State of California

Dated: June 8, 2020

By: Karl H. Berger for *ex rel.*, Mark D. Hensley, City Attorney

City of Monterey Park

Dated: June 8, 2020

Ron Bow, City Manager

Defendant Center Int'l Investments, Inc.

Dated: June 02, 2020

By: Karrie On, Chief Executive Officer

EXHIBIT A

Option 2(A) Timeline:
Residential Development (Plan A) with Slope Stabilization (Plan B/B2)
Updated 06/01/20

05/22/20 – File Plan A Project Application with City [CII] **Received**

05/22/20 – File Plan A vesting tentative map (VTM) application with City [CII] **Received (6/1)**

05/29/20 – Submit Specific Plan to City [CII] **Received**

05/29/20 - Screencheck IS/EIR submitted to City [CII] **Received**

05/29/20 – NOP issued for 30-Day Review of Initial Study [City] **Draft Received**

06/22/20 – City determination regarding Project application completeness [City]

07/10/20 – Submit Draft EIR [CII]

07/10/20 – Publish DEIR/Notice of Availability/Notice of Completion for Circulation (30 days) [City]

08/21/20 – Submit Final EIR with Draft EIR comments addressed [CII]

09/28/20 – City staff approval of VTM/DA/Final EIR/Specific Plan [City]

10/13/20 – Planning Commission Hearing [City]

11/04/20 – City Council hearing: first reading [City]

11/05/20 – *If City Council denies Residential Development Project* – Plan B2 Slope Stabilization Mobilization commences [CII/City]

12/02/20 – City Council hearing: second reading [City]

01/02/21 – Ordinance Effective [City]

01/15/21 – Horizontal permits issued [City]

02/02/21 – Final Map Recorded [City]

03/02/21 – File Writ Period Ends [City]

03/08/21 – Mobilize for Horizontal Improvements [CII]

04/05/22 – *If no go for Residential Development Project*: Plan B2 Slope Stabilization complete per City approved plan [CII]

09/08/22 – Stabilization complete for the overall Residential Development Project [CII]

EXHIBIT B

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

City Clerk
City of Monterey Park
320 West Newmark Ave.
Monterey Park, CA 91754

THIS SPACE ABOVE FOR RECORDER'S USE

PERFORMANCE DEED OF TRUST

This Performance Deed of Trust (this "**Deed of Trust**") is made as of November _____, 2019, between CENTER INT'L INVESTMENTS, INC., a California Corporation, ("**Trustor**"), WFG NATIONAL TITLE COMPANY OF CALIFORNIA ("**Trustee**"), and CITY OF MONTEREY PARK ("**Beneficiary**").

1. Grant in Trust. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that certain improved real property located at 1688 Garvey Avenue, City of Monterey Park, County of Los Angeles, State of California, as more particularly described on Exhibit A hereto (the "**Property**"), together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

2. Secured Obligations. Trustor makes the grant above for the purpose of securing the obligations of Trustor to secure the performance for the actual cost of constructing Plan B at the Property ("Secured Obligations") as described in that certain First Amended and Restated Settlement Agreement dated March 22, 2019 of that certain Settlement Agreement and Mutual Release dated April 25, 2017, as amended by (i) that certain Second Amended and Restated Settlement Agreement between Beneficiary and Trustor (collectively, the "**Settlement Agreement**").

3. Subordination. Beneficiary agrees that the lien of this Deed of Trust shall be junior and subordinate to the lien of any deed of trust hereafter recorded as a lien encumbering the Property which secures a loan, the proceeds of which are used to pay for the acquisition and/or development of the Property and the maximum principal amount of which will be mutually agreed upon by the parties. Beneficiary hereby agrees to promptly execute, acknowledge and deliver to Trustor such subordination agreements and/or other documentation as may be required by the applicable lender or the title company to subordinate the lien of this Deed of Trust to any such financing.

4. Additional Provisions.

4.1 To protect the security of this Deed of Trust, and with respect to the Property, Trustor agrees:

(a) To keep the Property in good condition and repair; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of the law; and to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

(b) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(c) To pay: before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Deed of Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

(d) To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to Section 4.1(c) above, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

4.2 It is mutually agreed:

(a) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his or her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(b) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust, and without affecting the personal liability or any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of the Property; consent to making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(c) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Beneficiary covenants and agrees that upon satisfaction of the obligations secured hereunder and demand from Trustor, Beneficiary will promptly execute, acknowledge and deliver to the Trustee the request for reconveyance hereinabove referenced.

(d) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(e) Upon a default by Trustor in payment of any indebtedness secured hereby, or in performance of any agreement hereunder, in addition to any and all rights granted to Beneficiary pursuant to California Civil Code Section 2924 et seq., Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person,

including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Deed of Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(f) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor of successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

(g) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(h) The Trustee accepts this Deed of Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Except as otherwise provided, Trustee is not obliged to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(i) If Trustor shall sell, convey or alienate the Property, or any part thereof, or any interest therein, or shall be divested of its title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the prior written consent of Beneficiary first having been obtained, then Beneficiary shall have the right, at its option, except as prohibited by law, to declare the Secured Obligations irrespective of the date for performance specified in the Settlement Agreement, immediately due and payable.

5. Notices. All notices, consents, waivers, demands, requests or other instruments or communications provided for under this Deed of Trust or by law to be served on or to be given to either Trustor or Beneficiary shall be in writing, and unless otherwise provided by law, shall be given either by personal delivery or by depositing such notice in the United States mail,

certified, with return receipt requested, postage prepaid and addressed as follows:

To Beneficiary:	City Clerk City of Monterey Park 320 West Newmark Ave. Monterey Park, CA 91754
with a copy to:	Karl Berger City Attorney Hensley Law Group 2600 W. Olive Ave., Ste 500 Burbank, CA 91505 mhensely@hensleylawgroup.com
To Trustor:	Center Int'l Investments 501 W. Garvey Ave. #207 Monterey Park, CA 91754 Attention: Karrie On karrie@centerintlinvestments.com
with a copy to:	Sheppard Mullin Richter & Hampton LLP 333 South Hope Street, 43rd Floor Los Angeles, CA 90071 Attention: Alfred Fraijo Jr., Esq. afraijo@sheppardmullin.com

Either party may, by written notice to the other, designate a different address which shall be substituted for the one specified above. If any notice or other document shall be sent by certified mail as set forth above, it shall be deemed to have been effectively served or delivered seven (7) days following the deposit of such notice in the United States mail within the State of California in the manner set forth above. Notices sent in any other manner shall be considered to be delivered only upon actual receipt.

Trustor and Beneficiary have executed this Deed of Trust as of the date first written above.

Beneficiary:

CITY OF MONTEREY PARK,
a general law city and municipal corporation

By: _____
Name: Ron Bow
Title: City Manager

Trustor:

CENTER INT'L INVESTMENTS, INC.,
a California corporation

By: _____
Name: Karrie On
Title: Chief Executive Officer

Acknowledged and agreed.

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

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 TO 18 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5254-002-031

EXHIBIT C

PROJECT DATA

SITE ADDRESS
1688 W. GARVEY BLVD
MONTEREY PARK, CA

ASSESSORS PARCEL NUMBERS
5254-002-031

SITE AREA
271,011 SF (6.22 ACRES) WITH 0.14 ACRE SLOPE EASEMENT

LEGAL DESCRIPTION
*TR-34875 LOT 1

PROJECT DESCRIPTION
17 LOT SUBDIVISION WITH CONSTRUCTION OF 15 NEW HOUSING UNITS AND 1 LOT OF OPEN SPACE.
AIR RIGHTS SUBDIVISION FOR LOT FOR PRIVATE STREET

ZONING
R-3 (USING R-1 STANDARDS FOR SINGLE FAMILY DWELLINGS)

LAND USE DESIGNATION
HIGH DENSITY RESIDENTIAL

LOT COVERAGE
TBD

DENSITY / NUMBER OF UNITS

ALLOWED	PROPOSED
136.29 = 136 UNITS	15 UNITS
1 UNIT FOR EACH 1,743 SQ. FT.	

BUILDING HEIGHT

ALLOWED	PROPOSED
30'-0" 2 STORIES (HILLSIDE, MEASURED FROM EXISTING GRADE	<30'-0" (VARIES PER LOT SEE SITE SECTIONS)

YARDS

	REQUIRED	PROPOSED
FRONT	10'-0" (HILLSIDE)	10'-0"
SIDE	5'-0" (1ST FLOOR)	5'-0" & 10'-0" (VARIES PER LOT)
	10'-0" (2ND FLOOR)	10'-0"
REAR	25'-0"	~25'-0" (VARIES PER LOT)

PARKING REQUIRED

UNIT TYPE	NUMBER OF BEDROOMS	NUMBER OF UNITS	NUMBER OF SPACES REQUIRED PER UNIT PER ZONING	TOTAL NUMBER OF SPACES REQUIRED
A	3	1	2 (1 NO OPEN, 1 OPEN)	2
B	3	3	2 (1 NO OPEN, 1 OPEN)	6
C	3	11	2 (1 NO OPEN, 1 OPEN)	22
D	3	1	2 (1 NO OPEN, 1 OPEN)	2
E	3	1	2 (1 NO OPEN, 1 OPEN)	2
F	3	1	2 (1 NO OPEN, 1 OPEN)	2
TOTAL		18		36

*1 BEDROOM ADDITION OF LIVING AREA REQUIRES 1 ADDITIONAL OPEN PARKING SPACE. ADDITION OF 3 BEDROOM UNIT REQUIRES 2 ADDITIONAL OPEN PARKING SPACES.

PARKING PROVIDED

UNIT TYPE	NUMBER OF UNITS	NUMBER OF SPACES PROVIDED PER UNIT	TOTAL NUMBER OF SPACES PROVIDED
A	1	2 (1 NO OPEN, 1 OPEN)	2
B	3	3 (1 NO OPEN, 2 OPEN)	9
C	11	2 (1 NO OPEN, 1 OPEN)	22
D	1	3 (1 NO OPEN, 2 OPEN)	3
E	1	3 (1 NO OPEN, 2 OPEN)	3
F	1	3 (1 NO OPEN, 2 OPEN)	3
TOTAL	18		44

2 SPACES PROVIDED PER GUEST HOUSE
1 SPACE PROVIDED PER ADDITIONAL BEDROOM

SINGLE FAMILY DEVELOPMENT AREA BREAKDOWN

LOT NUMBER	LOT AREA	MAX FAR (PER ZONING)	MAX UNIT AREA (PER ZONING)	ORIGINAL MAX UNIT AREA PER ZONING (09/20)*	UNIT TYPE	PROPOSED UNIT AREA	FRONTAGE	NUMBER OF FLOORS	NUMBER OF BED / BATH
LOT 1	11,470 SF	0.35	3,915 SF	3,915 SF	B	3,531 SF	272'-3"	2 + BASEMENT	4/4.5 (1 GUEST)
LOT 2	7,547 SF	0.45	3,912 SF	3,561 SF	B	3,531 SF	72'-0"	2 + BASEMENT	4/4.5 (1 GUEST)
LOT 3	8,007 SF	0.45	3,831 SF	3,638 SF	B	3,531 SF	72'-0"	2 + BASEMENT	4/4.5 (1 GUEST)
LOT 4	8,053 SF	0.45	3,513 SF	3,508 SF	B	3,531 SF	72'-0"	2 + BASEMENT	4/4.5 (1 GUEST)
LOT 5	8,961 SF	0.45	3,586 SF	3,643 SF	B	3,531 SF	72'-0"	2 + BASEMENT	4/4.5 (1 GUEST)
LOT 6	9,266 SF	0.45	3,716 SF	3,837 SF	B	3,531 SF	72'-0"	2 + BASEMENT	4/4.5 (1 GUEST)
LOT 7	9,809 SF	0.45	3,941 SF	4,033 SF	C	4,141 SF	72'-0"	2 + BASEMENT	4/4.5 (1 GUEST)
LOT 8	11,486 SF	0.35	3,900 SF	3,961 SF	C	4,141 SF	72'-0"	2 + BASEMENT	4/4.5 (1 GUEST)
LOT 9	11,290 SF	0.35	3,950 SF	4,041 SF	C	4,141 SF	75'-0"	2 + BASEMENT	4/4.5 (1 GUEST)
LOT 10	9,811 SF	0.45	3,926 SF	3,974 SF	C	4,141 SF	112'-9"	2 + BASEMENT	4/4.5 (1 GUEST)
LOT 11	10,384 SF	0.35	3,634 SF	4,006 SF	D	3,319 SF	110'-9"	2 + BASEMENT	4/4.5 (1 GUEST)
LOT 12	11,091 SF	0.35	3,753 SF	3,847 SF	F	3,569 SF	94'-3"	2 + BASEMENT	4/4.5 (1 GUEST)
LOT 13	9,796 SF	0.35	3,379 SF	3,553 SF	F	3,569 SF	96'-7"	2 + BASEMENT	4/4.5 (1 GUEST)
LOT 14	14,172 SF	0.35	4,641 SF	5,281 SF	F	3,569 SF	97'-9"	2 + BASEMENT	4/4.5 (1 GUEST)
LOT 15	12,738 SF	0.35	4,808 SF	5,305 SF	F	3,569 SF	158'-9"	2 + BASEMENT	4/4.5 (1 GUEST)
LOT 16	8,066 SF	0.45	3,630 SF	N/A	D UNHOUSE	2,240 SF	194'-3"	2 + BASEMENT	N/A
TOTALS	176,565 SF		65,341 SF	67,265 SF		56,788 SF			

*NO LOT 0 (PRIVATE ACCESS ROAD) AT 0.45 FAR (CALCULATIONS) (TBD)

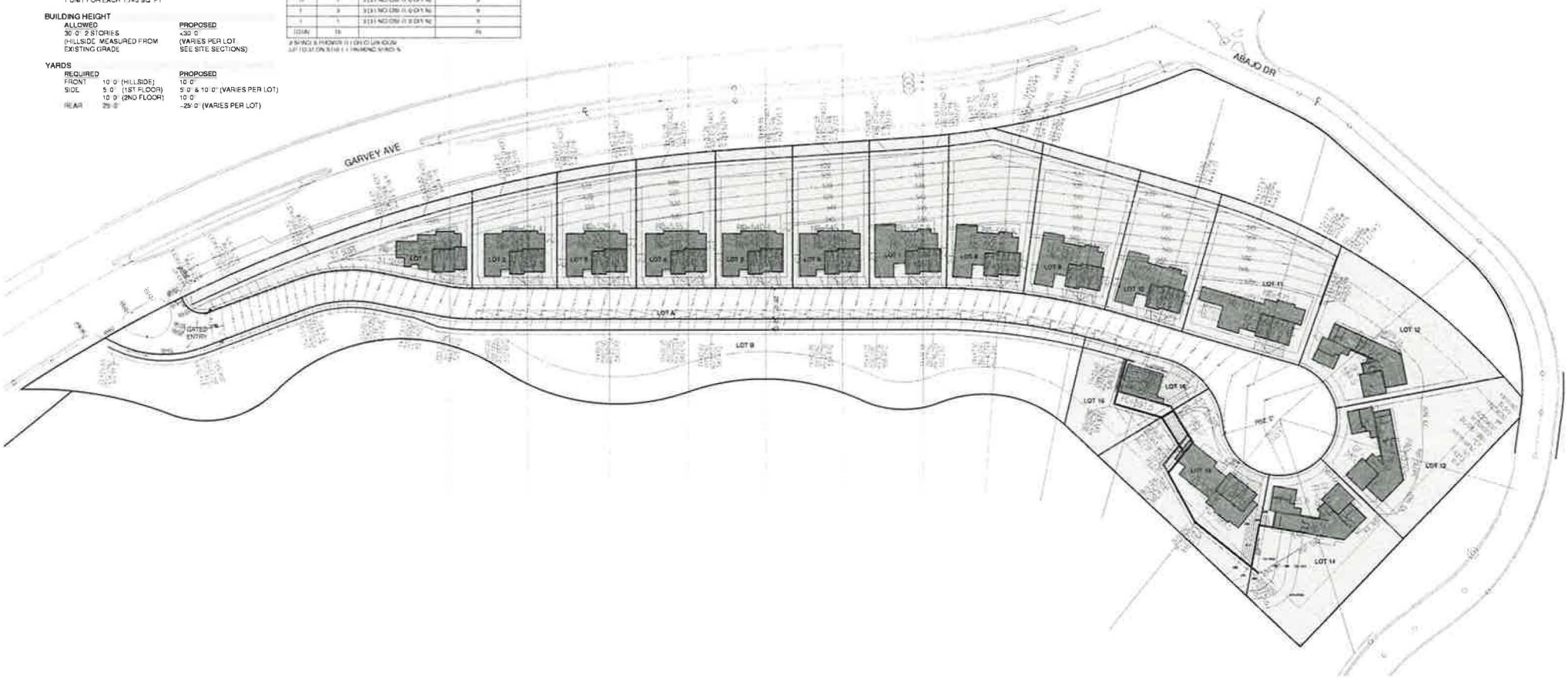
COMMON AREA BREAKDOWN

LOT NUMBER	LOT AREA	USE
LOT A	39,956 SF	PRIVATE ACCESS ROAD
LOT B	35,762 SF	OPEN SPACE
TOTAL	75,718 SF	

1688 GARVEY

SITE PLAN
1" = 40'-0"

10-28-2019



ATTACHMENT - 2
Draft Resolution

RESOLUTION NO. _____

A RESOLUTION ADOPTED PURSUANT TO PUBLIC CONTRACTS CODE § 20168 FINDING THAT AN EMERGENCY EXISTS WITHIN THE CITY AND AUTHORIZING CONTRACTING WITHOUT THE NEED FOR BIDDING PURSUANT TO § 22050 AND MONTEREY PARK MUNICIPAL CODE ("MPMC") CHAPTER 2.52.

The City Council does resolve as follows:

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

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

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

C. Real property located at 1688 West Garvey Avenue (the "Property") constitutes a public nuisance as set forth in a lawsuit filed December 31, 2015 by the City Attorney (*People ex rel. Mark D. Hensley, City Attorney v. Center International Investments, Inc.*, LASC Case No. BC605788). A more complete background of the Property including, without limitation, the City's previous installation of infrastructure is set forth in attached Exhibit "A," which is incorporated by reference (the "History").

D. On April 25, 2017, the City entered into an initial settlement agreement with the property owner which includes a plan for a long-term solution to the Property. This was amended on March 22, 2019 and again on June 8, 2020 (collectively, the "Settlement Agreement"). In short, the Settlement Agreement requires the owner of the Property to stabilize the hillside through a series of retaining walls and other geotechnical solutions (the "Project").

E. On June 16, 2021, the City Council considered a proposed residential development (the "Goodviews Development") that would, in part, abate the public nuisance by utilizing the Project. The Settlement Agreement requires that the Project be completed by April 5, 2022 if the Goodviews Development is not approved by the City Council; the Project must be completed not later than September 8, 2022 if the Goodviews Development is approved by the City Council.

F. In an abundance of caution, the City Council believes it is in the public interest to ensure that the Project is complete as required by the Settlement Agreement. If the Property owner fails to take substantive efforts to complete the Project by the deadlines set forth in the Settlement Agreement, then the City will assume responsibility for completing the Project at the Property owner's cost (as set forth in the Settlement Agreement). Accordingly, the City Council finds it to be in the public interest to authorize the City Manager to take the actions set forth in this Resolution.

G. Standard formal bidding to procure a contractor to complete the Project by April 5, 2022 or, at the latest, September 8, 2022 would take up to three months to complete and potentially further delay completion of the Project. The temporary measures identified in the Settlement Agreement that are intended to maintain the Property's stability have been in place since early 2016. These must be replaced with permanent solutions. Further delay will exacerbate the public nuisance already present on the Property as set forth in the Settlement Agreement and further described in the History. This constitutes an emergency as contemplated by Public Contracts Code § 20168.

H. Under such conditions, the City Council finds that the delay resulting from public bidding would imperil essential public services needed to protect public health and safety and it is in the public's interest to complete procurement of a new contractor in the most expedient fashion.

SECTION 2: *Environmental Assessment.* The environmental assessment set forth in the Resolution certifying the *Final Environmental Impact Report 1688 West Garvey Avenue Project* (State Clearinghouse No. 2020070419), adopted June 16, 2021, is incorporated by reference. Further, the City Council's actions are exempt from additional CEQA review as they are being made to protect public and private property and necessary to maintain services essential to the public, health and welfare (*see Ca/Beach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529: CEQA findings regarding an anticipated imminent emergency are valid).

SECTION 3: *Declaration of Emergency; Authorization.* In adopting this Resolution, the City Council takes the following actions:

A. Based upon the entirety of the administrative record including, without limitation, the staff report and presentation for the Goodviews Development, the City Council finds that an emergency exists as to abating the Property which constitutes an imminent threat to public health and safety that requires immediate action.

B. If, based upon the sole discretion of the City Manager, the Property's

owner fails to commence substantive progress toward completing the Project as required by the Settlement Agreement by August 1, 2021, then the City Council authorizes the City Manager to bid the Project in accordance with MPMC Chapter 3.100; to select an appropriate contractor based upon the bid results; and execute a contract, in a form approved by the City Attorney, with the best qualified contractor. While MPMC Chapter 3.100 should be used for competitive selection of an appropriate contractor, all contracts may be awarded and executed in accordance with PCC § 22050 and MPMC Chapter 2.52.

C. The City Manager and City Attorney are authorized to undertake all actions required to recover the City's costs related to the Project as authorized by the Settlement Agreement and applicable law.

SECTION 4: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

PASSED AND ADOPTED this __ day of June, 2021.

_____
Yvonne Yiu, Mayor

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

CERTIFICATION

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 whole number of members of the City Council of the said City is five; that the foregoing resolution, being RESOLUTION NO. _____ was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the _____ day of June, 2021, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTION:
NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this _____ day of _____, 2020.

Vincent D. Chang, City Clerk
Of the City of Monterey Park,
California
(SEAL)

Exhibit A

1688 West Garvey
Nuisance Abatement

The Project site was originally approved for development in 1978 and 1979 for 31 residential dwelling unit. That original project was developed by the Good Views Land Development Company. Consequently, during the 40 years since that time, the Project site is commonly referenced as the "Good Views" property.

The Good Views property is historically unstable. In 1983, Garvey Avenue was damaged and blocked by a slope failure resulting in the City taking emergency action to construct various soil stabilization and drainage infrastructure. In 1986, the City entered into an agreement with the Good Views developer to construct permanent structures intended to stabilize the hillside that was to be completed by December 5, 1986. In 1987, 1988, and 1989, a number of City consultants advised the City regarding what measures were required to stabilize the hillside. The Good Views property owner failed to implement any of those recommendations. As a result, the City in 1991 issued a notice of violation to Good Views that the Project site constituted a public nuisance requiring abatement.

After providing notice on an annual basis, the City in 1994 was unable to contact Good Views representatives. It is unclear what happened to Good Views by that time. In 1997, the City Council declared the property to be a public nuisance and commenced abating the property. Among other things, it installed a gate on the abandoned private road. The City took additional abatement action in 2000 and 2002. In sum, the City expended an estimated $200,000 to $300,000 to abate nuisances on the property in the years before 2013.

Starting in 2013, the City again undertook various code enforcement actions against the new property owner[1] of 1600-1688 West Garvey Avenue. Among other things, the City directed the property owner to submit an erosion plan; remove trash, junk and debris; abate weeds and overgrown vegetation; and maintain slope drainage. Between 2013 and 2015, the City issued six different administrative citations regarding the property in response to various issues related to the property including, without limitation, a tree that fell onto West Garvey Avenue in 2014 that both blocked the street and brought down power lines owned by Southern California Edison.

Concerned that the El Niño storms in 2015 would result in significant slope failure at the property, the City filed a civil lawsuit against the property owner to abate the nuisances on the property.[2] That lawsuit allowed the City to immediately take action to temporarily stabilize the hillside. Those efforts, however, did not constitute a permanent solution to the overall issue of hillside stability.

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[1] Center International Investments, Inc. or "CII."

[2] *People ex rel. Mark D. Hensley, City Attorney v. Center International Investments, Inc.* (filed December 31, 2015) LASC Case No. BC605788.

On April 25, 2017,[3] the City entered into a settlement agreement with the property owner which includes a plan for a long-term solution to the hillside. In short, the Settlement Agreement requires the property owner to stabilize the hillside through a series of retaining walls and other geotechnical solutions. This can be accomplished in one of two ways. “Plan A” is for the hillside stabilization to occur via developing the site with residential homes. Under Plan A, the hillside stabilization would be incorporated into the overall design and construction of that residential development. Any such development, however, requires the discretionary approval of the City Council.

“Plan B” is the hillside stabilization project without the residential development. This must be accomplished regardless of whether the City Council approves the Plan A residential project and must be completed in 2022. If the property owner fails to complete Plan B voluntarily, then the City will complete that project at the property owner’s cost; the City secured $6,800,000 from the property owner to ensure the City is reimbursed.

[3] This was amended on March 22, 2019 and again on June 8, 2020.

City Council Staff Report

DATE: June 16, 2021

AGENDA ITEM NO: Public Hearing
Agenda Item 4A

TO: The Honorable Mayor and City Council

FROM: Jon Turner, Acting City Planner

SUBJECT: Consider adoption of the 1688 West Garvey Avenue project specific Environmental Impact Report (EIR) and EIR findings; a Zone Change (ZC-21-01) from R-3 (High Density Residential) to 1688 West Garvey Avenue Specific Plan (SP-21-01) to create design guidelines and a master landscape plan for 16 single family residences; a Vesting Tentative Map (VTM-21-01) for a 18-lot subdivision for residential and open space purposes; and a Development Agreement (DA-21-01).

RECOMMENDATION:
It is recommended that the City Council consider:

1. Adopting a Resolution certifying the Final Environmental Impact Report ("FEIR") and associated findings (Exhibit A);

2. Introducing and waiving first reading of an Ordinance implementing a Zone Change (ZC-21-01) from zone R-3 (High Density Residential) to 1688 West Garvey Avenue Specific Plan (SP-21-01) (Exhibit B);

3. Adopting a Resolution approving Vesting Tentative Map (VTM) No. 21-01 for the subdivision of the project site into 16 residential lots, a private access road lot, and open space lot (Exhibit C);

4. Introducing and waiving first reading of an Ordinance approving the Development Agreement (DA-21-01) for the proposed property (Exhibit D);

5. Taking such additional related action that may be desirable.

CEQA (California Environmental Quality Act):
The City reviewed the Project's environmental impacts under the California Environmental Quality Act (Pub. Res. Code §§ 21000, *et seq*., "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Reg. §§ 15000-15387; the "CEQA Guidelines"). A draft environmental impact report (DEIR) was prepared pursuant to CEQA Guidelines §15151. The DEIR demonstrated that the Project would not have a significant effect on the environment with the implementation of mitigation measures. On July 22, 2020, the City circulated a Notice of Preparation (NOP) with an Initial Study for review and comment by the public, responsible agencies, and reviewing agencies.

The 30-day review period for the NOP ended on August 22, 2020. CEQA requires that the City provide the public and agencies the opportunity to review and comment on a Draft EIR. The City released this Draft EIR for a 45-day period for review and comment from March 11, 2021 to April 26, 2021. Noticing and CEQA compliance were provided in accordance with the CEQA Guidelines. The Draft EIR was distributed to public agencies and other parties, including all interested parties that requested notice and copies of the Draft EIR. A number of agency and public comments were received during public review and response to comments are provided in the Final EIR (attached to Exhibit A).

The FEIR includes a discussion and analysis of the following project alternatives:

- Alternative 1: No Project Alternative
- Alternative 2: Multi-Family Development Alternative
- Alternative 3: Alternative Retaining Wall Design
- Alternative 4: Reduced Density Alternative

Pursuant to CEQA Guidelines §15091, “no public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects…” The draft Resolution certifying the FEIR includes the findings required by CEQA Guidelines §15091.

EXECUTIVE SUMMARY:

This Project results from a Settlement Agreement between the City and Center Int’l Investments, Inc. (the project applicant) to abate a public nuisance involving an unsafe, unsightly and dangerous condition related to the geologic conditions that exist on the project site. A complete history and context for this Project is attached (Exhibit E) for information and background (the “1688 West Garvey Residential Project History and FAQ”). A copy of this attachment was posted on the City’s website in April.

The proposed 1688 West Garvey Residential Project includes the development of 16 single-family residences on a 6.22-acre site located at 1688 West Garvey Avenue in the City of Monterey Park. The objectives of the Proposed Project are as follows:

- Provide stabilization for failing slopes.
- Improve the aesthetic quality of the Project Site.
- Provide the maximum amount of housing on the Project Site to assist the City with meeting the housing production goals in the City’s Housing Element.

The Project would involve grading and installation of retaining walls and geotechnical improvements (overexcavations and soil removals, recompaction, soil anchors and installation of engineered stabilization products) to stabilize the onsite slopes to facilitate construction of 16 new single-family residences, a private access road, and an open space lot. Two new retaining walls would be installed on the Project site to help stabilize the regraded slopes and would consist of a Lower Site Retaining Wall below the houses

along West Garvey Avenue and an Upper Site retaining wall along the west side of the private access road. The proposed vesting tentative map shows that Lots 1 through 16 are the residential lots; Lot A, the private access road; and Lot B would be preserved as open space. The residential lots would range in size from 7,515 square feet to 15,369 square feet in size.

The proposed 1688 West Garvey Avenue Specific Plan consists of a master landscape plan and design and development standards and guidelines for the proposed retaining walls and new residences. Project processing and review procedures are also included in the Specific Plan.

The project parcel common spaces and improvements will be included in a Geologic Hazard Abatement District (GHAD) that will assess and collect fees, maintain and improve the parcel as necessary and determined by the GHAD Board (future agenda item).

BACKGROUND/ANALYSIS:

Specific Plan

Preparation of a Specific Plan is allowed under California law and the Monterey Park Municipal Code (MPMC) for any defined geographic area which might benefit from specialized land use regulations and development standards. The unique existing hillside conditions of the Project site and proposed development of 16 single family residential lots requires specialized land use regulations and development standards to ensure the site can be safely developed consistent with the General Plan and be compatible with surrounding development. A Zone Change is required from the existing zoning of R-3 to the Specific Plan (attached to Exhibit B).

The proposed Specific Plan is consistent with the applicable General Plan land use, circulation, safety and community service, resource, and housing Goals and Policies as analyzed in the Plan. Overall, the Specific Plan contains unique development standards and design guidelines to ensure that residential development will be compatible with the site and existing development around the Specific Plan Area. This is accomplished through the inclusion of design guidelines addressing the architectural design for the single family homes, setbacks, height limits, and other development standards, as well as a master landscape plan for areas along West Garvey Avenue, the private driveway, and graded areas of the site that will be held in joint ownership and maintained by a homeowner’s association.

Private infrastructure within the Specific Plan Area is required to support the proposed residences. Proposed private infrastructure improvements include a paved and improved private access road with a gated entry with underground water, sewer, electrical utility improvements.

Inbound left and right turn movements into the driveway and an outbound right turn only would be allowed. Striping modification on eastbound West Garvey Avenue are proposed to add a dedicated right turn lane to enter the site and an acceleration lane to exit the site. Ten of the residences will be located on the northern side of the private driveway, with six residences located around the cul-de-sac on the eastern end of the private access road. Guest parking spaces are allowed on the southern side of the private driveway, opposite the homes. The project applicant will be responsible for construction of all of these improvements, consistent with the requirements of the Development Agreement (attached to Exhibit D). All site improvements will be maintained by the homeowners through a homeowner's association.

The following improvements are also proposed at the intersection of the private driveway entrance and West Garvey Avenue to ensure safe traffic flow:

- Install a northbound stop control on the private access driveway intersection with West Garvey Avenue.
- Construct the northbound approach to provide access for gate turn-around and outbound right turns.
- Reconfigure westbound center median on West Garvey Avenue to provide left turn inbound access into the Project site.
- Close the existing median gap approximately 200 feet east of the Project driveway.
- Modify striping on eastbound West Garvey Avenue to add a dedicated right turn lane for Site entry and an acceleration lane for site exit.

The site would be graded to accommodate the proposed development and approximately 112,000 cubic yards of soil and debris would be excavated and hauled off the site. Two onsite retaining walls, one on the lower portion of the Specific Plan Area along West Garvey Avenue and one on the southern side of the private access road, will be constructed to stabilize the slopes within the Specific Plan Area. These walls would be up to 42 feet for the lower site and up to 45 feet for the upper site retaining wall. Options for the lower retaining wall design along West Garvey Avenue would be a rock finish, a darker rock finish, and quarry rock finish, or a vine landscaped finish. The upper wall design along the private driveway would receive the landscape finish. The graded slopes will be planted with native grass and wildflower species and ungraded open space areas will continue to be maintained with existing native vegetation.

The proposed single family residences will range from 3,000 square feet to over 4,000 square feet, depending on the lot size and allowable floor area ratio. All residences will have flat roof, with a unified visual character created by the use of exterior plaster, textured stone veneer, and wood accents. Colors would include off-white, light and dark gray, and brown. The maximum allowable building height is 36 feet above finished grade.

The approval process for single family residences involves filing a Project Clearance application with the City Planner before or concurrent with or before filing an application for a building permit. In processing a Project Clearance, the City Planner or designee would check to ensure that the proposed residence is consistent with development standards and guidelines in the Specific Plan. A public notice must be sent to the public and all lot owners within the Specific Plan prior to a final decision by the City Planner. The City Planner's decision may be appealed to the City Council.

Vesting Tentative Map

A vesting tentative map is a map which confers a vested right to proceed with development for a specified period of time after recordation. The proposed subdivision of the 6.22-acre project site as a vesting tentative map and resolution (Exhibit C) is proposed to create 16 lots for development of single family residences, one lot for a private access road, and one open space lot. The following is a breakdown of the size of these lots is as follows:

Lot Number/Letter	Use	Lot Area (Square Feet)
1-16	Single Family Residential	176,660
A	Private Access Road	39,260
B	Open Space	55,096
Total		**271,016**

Existing Conditions and Geotechnical Analysis

The 6.22-acre Project Site is currently vacant. There are remnants of infrastructure improvements that were constructed between 1978 and 1979. A private road, named Goodview Drive, was constructed to access the lots located on both sides of the road. The upper portion of Goodview Drive ends in a cul-de-sac with residential lots surrounding the road. Numerous retaining walls and foundations were constructed for the previously approved residential structures; however, no homes were built or occupied.

In 1980, development on the Project Site ceased. Since this date, slope and retaining wall failures have occurred. Settlement of Goodview Drive occurred on the Project Site starting in 1980. During the same year, debris flows damaged numerous homes along Abajo Drive to the south and southwest of the Project Site. In 1982, a portion of a crib wall and slope failed, blocked a portion of West Garvey Avenue, and led to the evacuation of the apartment complex on the opposite side of West Garvey Avenue. Subsequent failures in the lower crib wall occurred in March and April of 1983. By the end of 1984, a retaining wall was erected along a portion of West Garvey Avenue to contain some of the slope failures and is still in place. Subsequent failure of an upper crib wall occurred in 1985. In late 2004, a slope failure occurred above Abajo Drive resulting in a temporary closure of Abajo Drive.

A Geotechnical Report was prepared (and peer reviewed) as part of the EIR to analyze past geological issues and potential impacts related to development of the proposed project. Mitigation measures in the proposed project FEIR (attachment to Exhibit A) and project conditions of approval require the applicant to implement a wide range of geologic mitigation measures to ensure that past slope and retaining failures are addressed and that the proposed single family residential project and related slope, drainage, and retaining wall improvements are geologically stable. Implementation of the geologic mitigation measures would also ensure that surrounding properties and roadways would not be subject to any geologic impacts related to development of the project site. Regardless of whether the City Council approves the residential portion of this Project, the hillside stabilization improvements will be constructed in accordance with the Settlement Agreement (as noted below and in Exhibit E).

Additional Information

The applicant recently informed the City Attorney that it was considering modifying the present application for 16 residential homes. Its representative requested that the matter be continued to allow for such modification.

As noted throughout, and in the attached, this residential project is part of an overall abatement of a public nuisance and subject to the Settlement Agreement. That Settlement Agreement requires the hillside stabilization to be completed in 2022. Consequently, the applicant's representative was informed that this matter would be placed onto the June 16th City Council agenda for consideration. If the project were approved, the applicant may always submit a subsequently application for modifying the project. In any event, however, the FEIR must be considered by the City Council for purposes of completing the hillside stabilization improvements on time.

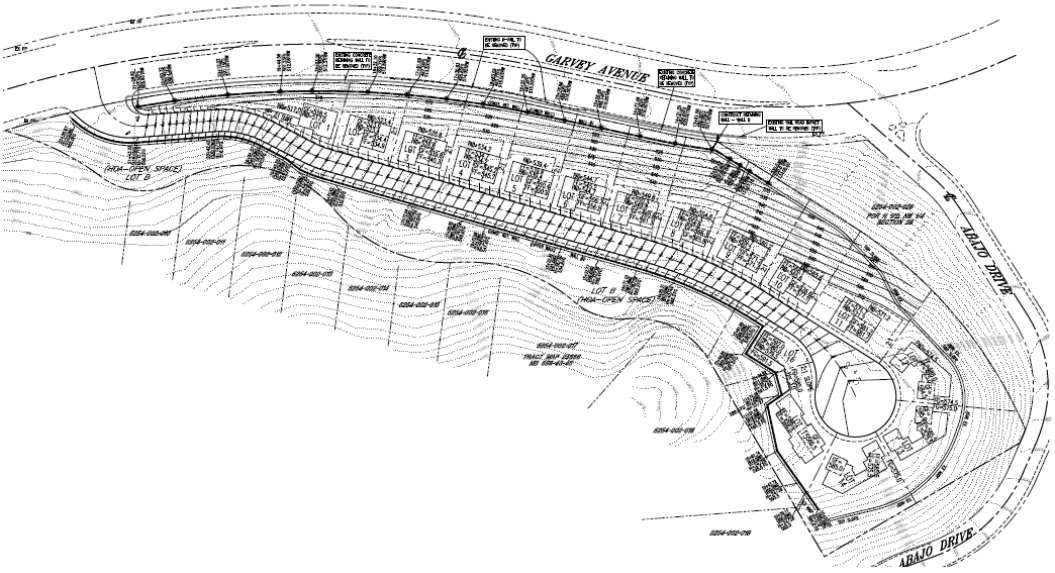
OTHER ITEMS:

Legal Notification

The legal notice of this hearing was posted at City Hall, Monterey Park Bruggemeyer Library, and Langley Center and published in the Monterey Park Press on June 7, 2021, with affidavits of posting and publication on file.

Vicinity Map

Proposed Project Layout



FISCAL IMPACT:
There is no fiscal impact associated with the proposed action.

Respectfully submitted by:

Frank A. Lopez, PE
Department Director

Prepared by:

Jon Turner, PE
Acting City Planner

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:

1. Exhibit A: Resolution Certifying FEIR
2. Exhibit B: Zone Change Ordinance Adopting 1688 W. Garvey Ave. Specific Plan
3. Exhibit C: Resolution Adopting Vesting Tentative Map
4. Exhibit D: Development Agreement Ordinance
5. Exhibit E: 1688 W. Garvey Residential Project History and FAQ

EXHIBIT A
Final Environmental Impact Report Findings Resolution

RESOLUTION NO. _____

A RESOLUTION CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE 1688 WEST GARVEY AVENUE PROJECT AND ADOPTING FINDINGS OF FACT.

STATE CLEARINGHOUSE NO. 2020070419
CASE NOS. XXXXXX

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

SECTION 1: The City Council finds and declares that:

A. Pursuant to a Settlement Agreement dated April 25, 2017, Center Int'l Investments, Inc. filed an application to develop real property located at 1688 West Garvey Avenue with 16 single-family residences. The application includes requests for a Specific Plan; Zone Change; Vesting Tentative Map; and Development Agreement (collectively, "Project");

B. The City reviewed the Project's environmental impacts pursuant to 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 (collectively, "CEQA");

C. The City Planner determined that the Project may cause significant effects on the environment and an Environmental Impact Report ("EIR") was required pursuant to CEQA Guidelines §§ 15064 and 15081;

D. A Notice of Preparation ("NOP") of an EIR was prepared and circulated for review on July 10, 2020, for the purpose of receiving comment on the scope and content of the EIR. Comments relating to the NOP were taken into consideration in the preparation of the EIR;

E. The Draft Environmental Impact Report for 1688 West Garvey Avenue ("Draft EIR") was prepared in full compliance with CEQA, the CEQA Guidelines, and the City's Environmental Review Guidelines and was released for public review from March 11, 2021 through April 26, 2021;

F. In response to comments received, the Final Environmental Impact Report for 1688 West Garvey Avenue, State Clearinghouse No. 2020070419 ("Final EIR"), was prepared in full compliance with CEQA, the CEQA Guidelines, and the City Environmental Review Guidelines;

G. On June 4, 2021, more than ten (10) days before certification of the Final EIR, the Final EIR was released for public review and provided to public

agencies that commented on the Draft EIR;

H. The City Council conducted a duly noticed public hearing on June 16, 2021, at which time all interested persons were given an opportunity to be heard; and

I. The City Council considered the information provided by City staff and public testimony. This Resolution, and its findings, are made based upon the evidence presented to the City Council as part of the entire administrative record at its public hearing for June 16, 2021, including, without limitation, the staff report submitted by the Department of Planning.

SECTION 2: *Environmental Assessment.* The City Council makes the following environmental findings:

A. The City completed a Draft EIR for this Project in accordance with applicable law including, without limitation, CEQA §§ 15082, 15083, 15085, and 15087, as set forth in Section 1.

B. The Final EIR was presented to the City Council on June 16, 2021, which reviewed and considered information contained in the Final EIR before considering the Project in accordance with CEQA §15090;

C. Pursuant to CEQA §15090 the Final EIR reflects the City's independent judgment and analysis. The City Council independently reviewed and analyzed the DEIR prepared for the Project. The DEIR is an accurate and complete statement of the potential environmental impacts of the project. The Final EIR was prepared under the direction of the City of Monterey Park Planning Department and reflects its independent judgment and analysis of the environmental impacts and comments received on the Draft EIR;

D. The Final EIR generally identifies, for each potentially significant impact of the project, one or more corresponding mitigation measures to reduce impacts to a level of insignificance; and

E. Pursuant to CEQA § 15091, any changes or alterations required for the Project, or incorporated into the Project, which avoid or substantially lessen the significant environmental effects are identified in the Final EIR. Any potential changes or alterations that may be made to the proposed mitigation measures are addressed and analyzed in the Final EIR. None of the facts or circumstances requiring recirculation of the EIR have occurred. Recirculation is not required.

SECTION 3: *Certification.* The City Council takes the following actions:

A. Certify the FEIR attached as Exhibit 1, and incorporated by reference, subject to the mitigation monitoring and reporting program ("MMRP") required by CEQA § 21081.6 and CEQA Guidelines § 15097.

B. Adopt the Findings of Fact in accordance with the requirements of CEQA § 21081 as set forth in attached Exhibit 2, which is incorporated into this Resolution by reference.

C. In accordance with the requirements of CEQA §§ 21081(a) and 21081.6, adopt the MMRP set forth in the FEIR, which is incorporated into this Resolution by reference. The City Council imposes each of the mitigation measures expressly set forth in the MMRP as conditions of approval for the Project.

D. The City Council directs the Acting City Planner, or designee, to file a Notice of Determination with the County Clerk of the County of Los Angeles within five days of certifying the Final EIR pursuant to CEQA § 21152 and CEQA Guidelines § 15094.

SECTION 4: *Reliance on Record*. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 5: *Limitations*. The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, State, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

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

SECTION 8: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 9: . The documents and other materials which constitute the record of proceedings upon which this decision is based, are in the custody of the City Clerk, Vincent D. Chang, located at 320 West Newmark Avenue, Monterey Park, CA 91754.

SECTION 10: This Resolution is the City Council's final decision and will become effective immediately upon adoption.

ADOPTED AND APPROVED this 16 day of June 2021.

Yvonne Yiu, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

EXHIBIT 1

FINAL ENVIRONMENTAL IMPACT REPORT
1688 WEST GARVEY AVENUE PROJECT
STATE CLEARINGHOUSE NO. 2020070419

Distributed separately.
Available at:
https://www.montereypark.ca.gov/241/Planning

EXHIBIT 2

FINDINGS AND
MITIGATION MONITORING AND REPORTING PROGRAM
1688 WEST GARVEY AVENUE PROJECT

1.0 *CEQA FINDINGS: Findings pursuant to Public Resources Code § 21081and California Environmental Quality Act Guidelines §§ 15090 and 15091:*

1.1 *Consideration of the EIR*
The Final Environmental Impact Report (Final EIR), 2020070419, was presented to the City Council. Before certifying the Final EIR, all voting members of the Council reviewed and considered the information contained in the Final EIR and its appendices. In addition, all voting Council members reviewed the record of proceedings and considered the testimony and additional information presented at or before public hearing[s] on June 16, 2021. The Final EIR reflects the independent judgment and analysis of the Council.

1.2 *Full Disclosure*
The City Council finds and certifies that the Final EIR constitutes a complete, accurate, adequate and good faith effort at full disclosure under CEQA. The City Council further finds and certifies that the Final EIR was completed in compliance with CEQA.

1.3 *Location of the Record of Proceedings*
The documents and other materials which constitute the record of proceedings upon which this recommendation is based are in the custody of the City Clerk, Vincent D. Chang, located at 320 West Newmark Avenue, Monterey Park, CA 91754.

2.0 *Findings that Identified Project Alternatives are Not Feasible*

Four alternatives were selected for analysis:

- Alternative 1: No Project Alternative
- Alternative 2: Multi-Family Development Alternative
- Alternative 3: Alternative Retaining Wall Design
- Alternative 4: Reduced Intensity Alternative

Table 1.0-1 of the EIR compares the environmental impacts of the Alternatives to the Project and is hereby incorporated by reference.

<u>No Project Alternative (Alternative 1):</u>

This No Project Alternative, which is required by CEQA, assumes that the Project Site would not be developed with residential uses. This alternative would consist

of a City-approved slope stabilization plan including complete removal of the existing retaining walls on the Project Site, the grading and recompacting of the slope, installing ground anchors, covering the slope with a wire, hexagonal mesh, and installing a lower retaining wall. The retaining wall would have a maximum height of 17 feet and be located closer to the public right of way than the retaining wall under the proposed Project. In addition, the slope would be hydroseeded after stabilization, but no other landscaping would occur on the Project Site.

The No Project Alternative is found to be infeasible because:

1. The Project Site would not be stabilized in a manner to support future development, and if future development were to occur, the Project Site would require further grading.
2. Although the No Project Alternative would reduce air quality, noise, and transportation impacts, impacts associated with aesthetics would be greater since the No Project Alternative would build the retaining wall right along the public right of way and would not allow for landscaping.
3. It would not include the development of housing on the Project Site that would assist the City in meeting the housing production goals in the City's Housing Element, and for this reason, impacts related to land use would also be greater.

Multi-Family Development Alternative (Alternative 2)

The Multi-Family Development Alternative considers development of the Project Site with a mix of single- and multi-family residences. The Multi-Family Development Alternative would include stabilization of the existing slopes in a similar manner as the proposed Project and the construction of 17 single-family residences and 14 townhomes. The size of the individual single-family units would be similar to those proposed in the Project and the townhomes would range from approximately 2,400 sf to 5,700 sf, with a maximum height of 55 feet. The retaining walls for the Multi-Family Development Alternative would be taller and longer to provide the additional area needed for the 14 townhomes. The townhomes would be developed on the upper portion of the Project Site and the 17 single-family residences would be developed along the lower portion of the Project Site. Parking would be included in on-grade, multi-family unit garages. Similar to the proposed Project, landscaping would be planted in front of the retaining walls. The construction timeframe for stabilizing the slopes would be the same as the proposed Project; however, with the increased number of residential units, construction of the residential units would occur over a longer five-year period.

This Alternative is found to be infeasible because:

1. A general plan amendment would be required to allow the Multi-Family Development Alternative including, without limitation, a potential ballot proposition to amend the City's Land Use Element as the City's Land Use Element designates the site for single-family residential use.

2. Although the Multi-Family Development Alternative would have similar impacts related to biological resources, geology and soils, land use, and construction air quality, noise, and transportation, this alternative would result in greater impacts associated with aesthetics and operational impacts associated with air quality, noise, and transportation due to the additional residential units and larger retaining walls.

Alternative Retaining Wall Design (Alternative 3)

The Alternative Retaining Wall Design assumes development would proceed as proposed with a different type of retaining wall than the proposed tieback wall included in the Project. The retaining wall under this alternative includes a Mechanically Stabilized Earth (MSE) wall design which is made of interlocking masonry units with geogrid (a porous, fabric-like material) placed at intervals within the backfill behind the retaining wall. The MSE wall design principle is that the earth holds the wall in place while the wall holds the earth in place. Since the on-site soils are not suitable for backfill, approximately 100,00 cubic yards of backfill material would need to be imported to the Project Site in order to utilize this type of retaining wall in addition to the approximately 112,000 cubic yards of export due to grading and demolition of the existing improvements, and would result in a longer construction period compared to the proposed Project.

This Alternative is found to be infeasible because:

1. It would require more materials and a longer construction period compared to the proposed Project.
2. It would include minimal landscaping in front of the MSE retaining wall.
3. It would result in incrementally greater impacts associated with aesthetics and construction impacts associated with air quality, noise, and transportation.

Reduced Intensity Alternative (Alternative 4):

The Reduced Density Alternative would include the same slope stabilization plan as the proposed Project, with construction of eight residences along the private access road instead of the proposed 16 residences. Grading, slope stabilization, retaining walls, and site improvements would be similar to the proposed Project and would occur over approximately 30 months, with construction of the residences following over 18 months. The total amount of grading would also be similar, involving grading and approximately 112,000 cubic yards of soil and debris would be excavated and hauled off site. Landscaping would be similar to the proposed Project and would include trees, shrubs, and groundcover planted along West Garvey Avenue to further stabilize the slope and hydroseeding with a grass and a native wildflower mix over the graded slopes. Trees would also be planted along West Garvey Avenue, with climbing plants along the base of the retaining wall to screen views of the wall. Additional landscaping would be installed along

the private driveway, the front yards of the residences, and other common areas. Trees would be planted between the driveway and the upper retaining wall.

This Alternative is found to be infeasible because:

1. Although the Reduced Density Alternative would meet the Project's objectives and would reduce environmental impacts when compared to the proposed Project, this alternative would develop fewer residential units than the proposed Project and thus, would contribute fewer residential units to assist in meeting the City's RHNA housing allocation targets. Impacts related to land use would be incrementally greater.

Environmentally Superior Alternative

As illustrated in Table 1.0-1, Alternative 4 is the environmentally superior alternative. Alternative 4 would result in the greatest reduction in the number of residential units and would, therefore, result in the greatest incremental reduction of all population-dependent impacts. The most significant change relative to environmental impacts is in impacts relating to land use.

Nevertheless, all of the impacts associated with the Project would remain the same regardless of the fact that Alternative 4 is the environmentally superior alternative, as all of the Project's impacts remain less than significant or less than significant with mitigation.

Alternatives Considered But Rejected As Infeasible

CEQA Guidelines §15126.6(c) states that EIRs should identify any alternatives that were considered by the lead agency but were rejected as infeasible and briefly explain the reasons for the lead agency's determination.

For this Project, an alternative site was considered and rejected. Development of the proposed Project on an alternative site was not selected for further analysis because the Project objectives of stabilizing the currently unstable slopes and improving the aesthetic character of the Project Site are specific to the Project Site and could not be met by developing housing on an alternative site. In addition, the Project Applicant does not own or control an alternative location within the City or adjacent cities that could accommodate the Project. For these reasons, an alternative site was not selected for further analysis.
In addition, alternative land uses were considered and rejected. Alternative land uses for the Project Site were not selected for further analysis because the Project Site is designated for residential use in the General Plan and does not contain any useable frontage on West Garvey Avenue that might be suitable for commercial or other uses. In addition, the Project objectives include developing the Project Site with residential uses in order to provide additional housing in the City. Since the alternative land uses would fail to meet this Project objective and would be

inconsistent with the General Plan land use designation for the Project Site, alternative land uses were not selected for further analysis.

Mitigation Monitoring and Reporting Program:

The Mitigation Monitoring and Reporting Program (MMRP) contains all Project mitigation measures, implementation actions, timing, and identifies the party responsible for verification or monitoring. The intent of the MMRP is to provide the enforcement and monitoring agencies overseeing the Project with an organizational tool to help ensure that the mitigation measures and Project revisions identified in the EIR are implemented to mitigate or avoid significant environmental effects.

The MMRP is attached as part of the Final EIR.

EXHIBIT B
Zone Change Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING MAP (ZC-21-01) TO CHANGE THE ZONING FROM R-3 (HIGH DENSITY RESIDENTIAL) TO 1688 WEST GARVEY AVENUE SPECIFIC PLAN TO ALLOW CONSTRUCTION OF A 16-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT AT 1688 WEST GARVEY AVENUE.

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

SECTION 1: The City Council finds and declares that:

A. On July 2, 2020, 2019, Center Int'l Inc. (the "Applicant"), submitted an application pursuant to Title 21 of the Monterey Park Municipal Code ("MPMC") requesting approval of Zone Change (ZC-21-01) to construct a new 16-lot single family residential development at 1688 West Garvey Avenue ("Project");

B. The proposed Project was reviewed by the City Planner for, in part, consistency with the General Plan and conformity with the MPMC;

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

D. The City Council reviewed the proposed Project and related environmental aspects of the proposal as required by the MPMC at the June 16, 2021, public hearing; and

E. The City Council has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of June 16, 2021.

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

A. The Applicant is seeking to change the zone regulating the Project site from R-3 (High Density Residential) to 1688 West Garvey Avenue Specific Plan. The Zone Change is desirable to allow construction of the proposed 16-lot single family residential development and would allow the subject property to be more consistent and compatible with the land uses in the immediate vicinity.

B. The property is 6.22 acres (271,016 square feet) in size. The Project site is irregularly shaped and steeply sloped up from West Garvey Avenue to the top of the project site. The proposed Project is a 16-lot single family residential development. The property would be subdivided into 16 single family residential lots (176,660 square feet), Lot A – a private access road lot

(39,260 square feet), and Lot B – an open space lot (55,096 square feet).

C. The General Plan designation for the Project site is High Density Residential. This allows for a broad range of dwelling unit types which may be detached residences as allowed in the 1688 West Garvey Avenue Specific Plan.

D. The average population density within the Project site's vicinity is 7.7 persons per acre.

E. General Plan Land Use Element Goal 11.0 provides the City's goal is to continue to provide opportunities for persons of all incomes to find suitable housing.

F. General Plan Housing Element Goal 3 provides adequate housing by location, type of unit, and price to meet existing and future needs of City residents. Policy 3.1 encourages a wide range of housing types, prices, and ownership forms, such as age-restricted housing.

SECTION 3: *Environmental Assessment*. The findings, conclusions, and final environmental impact report ("FEIR") set forth in Resolution No. ___, adopted June 16, 2021 is incorporated by reference. The City Council relies upon Resolution No. XX when adopting this Ordinance.

SECTION 4: *Approvals.* The zoning for the Project site is changed from R-3 (High Density Residential) to 1688 West Garvey Avenue Specific Plan. Accordingly, the Zoning Map is amended as set forth in attached Exhibit "A," and incorporated by reference. The 1688 West Garvey Avenue Specific Plan attached as Exhibit "B," and incorporated by reference, is approved as zoning for the Project site.

SECTION 5: *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 6: *Limitations.* The City Council's analysis and evaluation of the Project are based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the Project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City

must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 7: *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 8: *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 9: Repeal of any provision of the MPMC, or any other City resolution or ordinance herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 10: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 11: 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 ten (10) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 12: This Ordinance will take effect on the 30th day following its final passage and adoption.

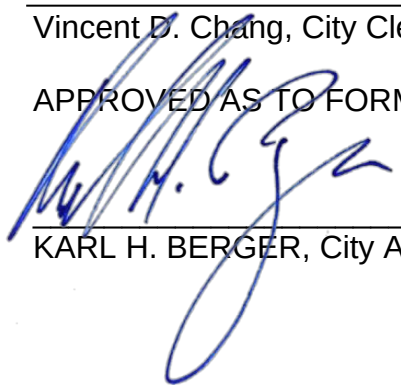
PASSED, APPROVED, AND ADOPTED this June 16, 2021.

_____
Yvonne Yiu, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

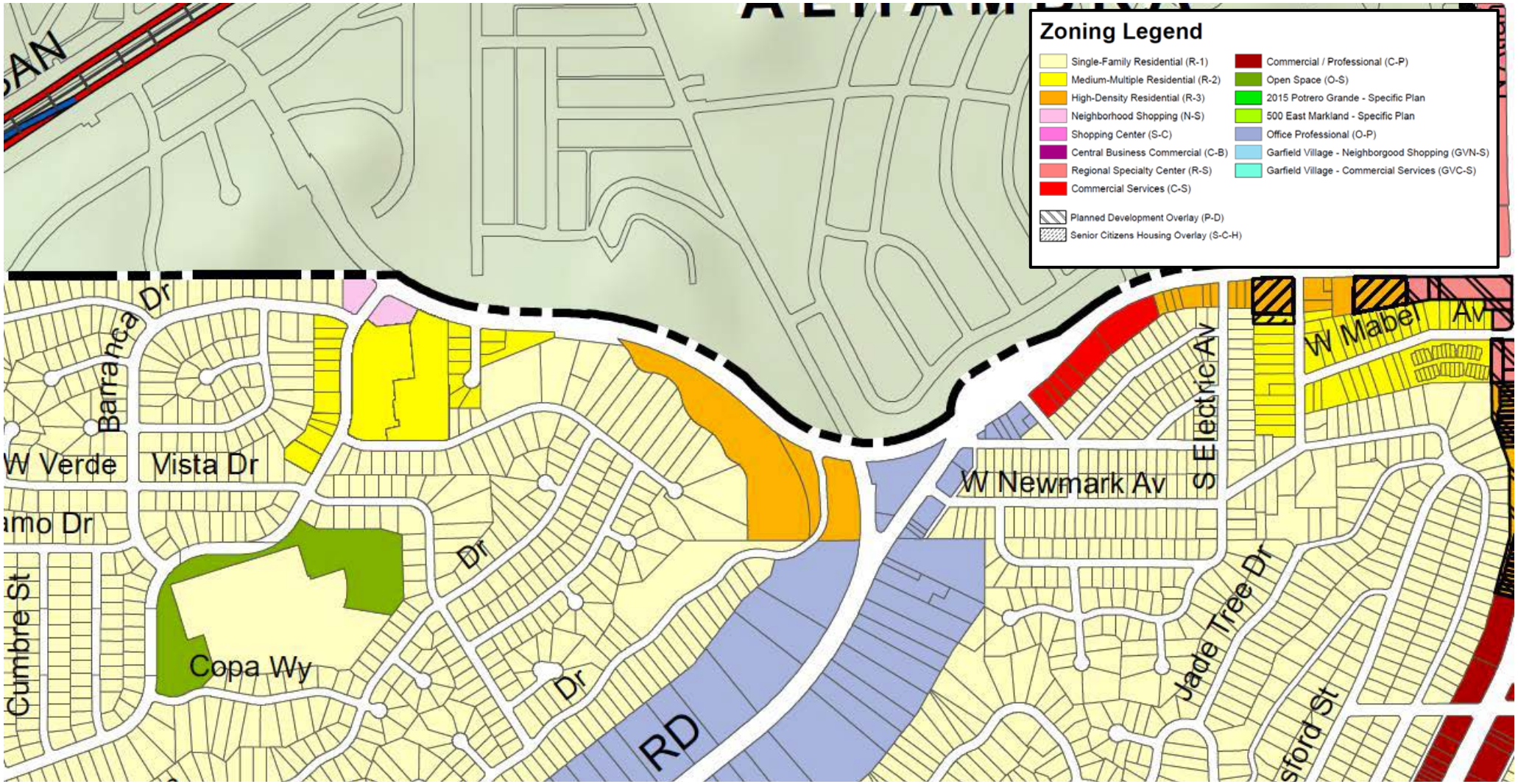
APPROVED AS TO FORM:



_____
KARL H. BERGER, City Attorney

EXHIBIT "A" OF DRAFT ORDINANCE

1688 WEST GARVEY AVENUE ZONING MAP


Zoning Legend
Single-Family Residential (R-1)
Medium-Multiple Residential (R-2)
High-Density Residential (R-3)
Neighborhood Shopping (N-S)
Shopping Center (S-C)
Central Business Commercial (C-B)
Regional Specialty Center (R-S)
Commercial Services (C-S)
Commercial / Professional (C-P)
Open Space (O-S)
2015 Potrero Grande - Specific Plan
500 East Markland - Specific Plan
Office Professional (O-P)
Garfield Village - Neighborgood Shopping (GVN-S)
Garfield Village - Commercial Services (GVC-S)
Planned Development Overlay (P-D)
Senior Citizens Housing Overlay (S-C-H)
W Verde
Vista Dr
W Newmark Av
S Electric Av
W Mabel
Av
Copa Wy
Cumbre St
Jade Tree Dr
RD
Dr

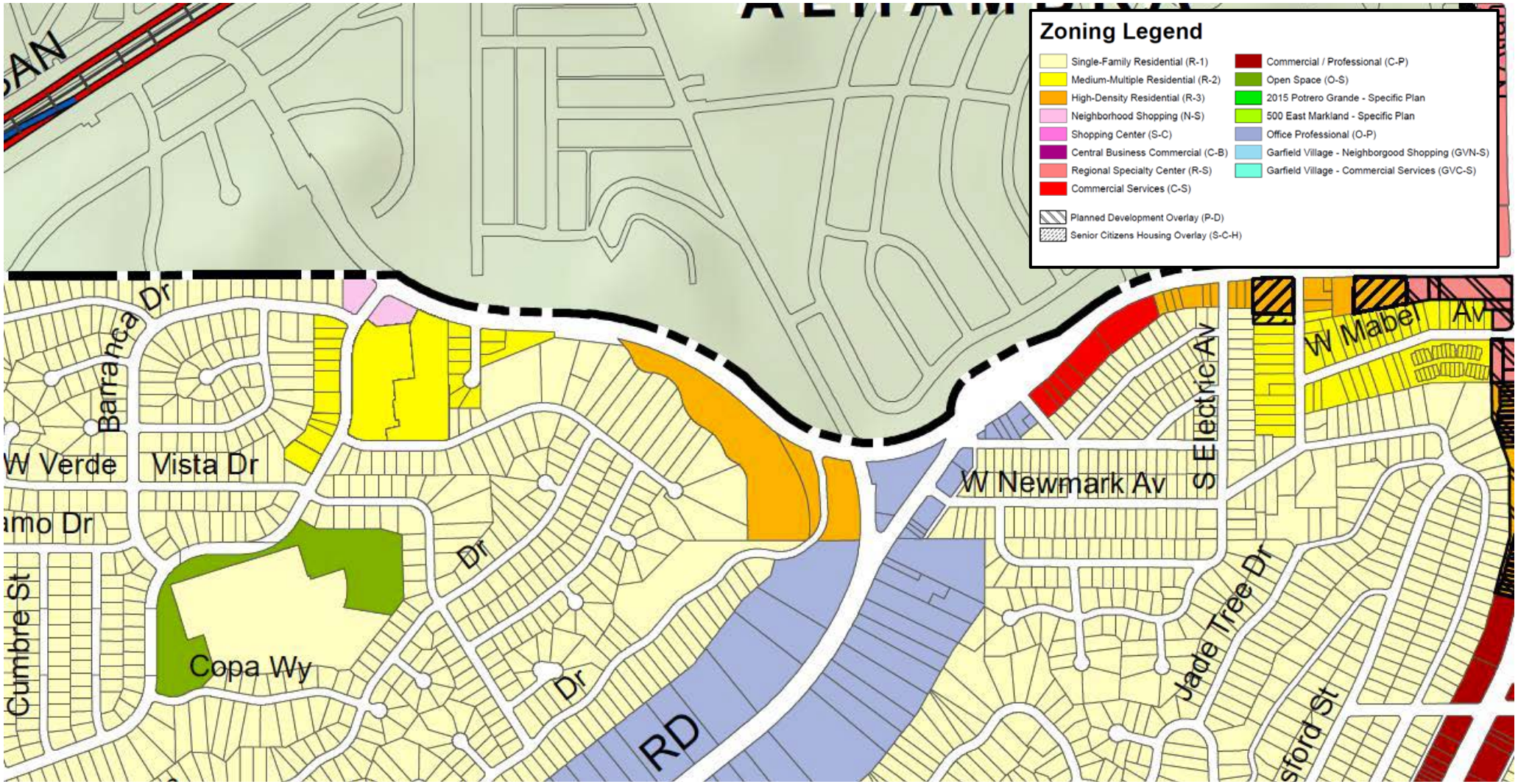

Zoning Legend
Single-Family Residential (R-1)
Medium-Multiple Residential (R-2)
High-Density Residential (R-3)
Neighborhood Shopping (N-S)
Shopping Center (S-C)
Central Business Commercial (C-B)
Regional Specialty Center (R-S)
Commercial Services (C-S)
Commercial / Professional (C-P)
Open Space (O-S)
2015 Potrero Grande - Specific Plan
500 East Markland - Specific Plan
Office Professional (O-P)
Garfield Village - Neighborgood Shopping (GVN-S)
Garfield Village - Commercial Services (GVC-S)
Planned Development Overlay (P-D)
Senior Citizens Housing Overlay (S-C-H)
W Verde
Vista Dr
W Newmark Av
S Electric Av
W Mabel
Av
Copa Wy
Cumbre St
Jade Tree Dr
RD

EXHIBIT "B" OF DRAFT ORDINANCE

1688 WEST GARVEY AVENUE SPECIFIC PLAN (SP-21-01)

1688 West Garvey Avenue

Specific Plan

PREPARED FOR:

City of Monterey Park
320 West Newmark Ave.
Monterey Park, CA 91754

PREPARED BY:

Westlake Village
920 Hampshire Road, Suite A5
Westlake Village, CA 91361

Meridian Consultants

Los Angeles
706 S. Hill Street, 11th Floor
Los Angeles, CA 90014

March 2021

TABLE OF CONTENTS

Section		Page
I.	Introduction	1
II.	Overview of the Specific Plan	4
III.	Overview of Land Use Plan	10
IV.	Utilities and Infrastructure	27
V.	Design Guidelines	30
VI.	Development Standards	38
VII.	Individual Project Approvals	46
VIII.	Administration	44
IX.	Appeals	45

List of Figures

Figure		Page
1	Specific Plan Area Location Map	2
2	Site Plan	12
3a-h	Site Sections	13-20
4	Site Rendering—View from Southwest	21
5	Site Rendering—View looking east on West Garvey Avenue	22
6	Site Rendering—View looking west on West Garvey Avenue	23
7	Site Rendering—View of Eastern Portion	24
8	Site Rendering—View of Cul-de-sac	25
9	Site Rendering—View of Private Driveway	26
10	West Garvey Avenue Street Improvement Plan	28
11	Specific Plan Setting	32
12	Master Landscape Plan	33
13a-d	Conceptual Elevations	34-37

List of Tables

Table		Page
1	General Plan Consistency	5-7

I. INTRODUCTION

This 1688 West Garvey Avenue Specific Plan (Specific Plan) was prepared in conformity with Government Code §§65451, *et seq*. and the Monterey Park Municipal Code (MPMC). In accordance with the relevant zoning regulations contained in the MPMC this Specific Plan defined the regulations and guidelines for development of the 1688 West Garvey Avenue Specific Plan Area with single-family residences.

Pursuant to Government Code §65451, a specific plan must include text and a diagram or diagrams which specify the following in detail:

- The distribution, location, and extent of the uses of land, including open space within the area covered by the plan.
- The proposed distribution, location, extent, and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the land area covered by the plan and needed to support the land uses described in the plan.
- Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
- A program of implementation measures including regulations, programs, public works projects and financing measures necessary to carry out the above items.
- The specific plan must include a statement of the relationship of the Specific Plan to the General Plan.

This Specific Plan was prepared to implement the Monterey Park General Plan (General Plan). By functioning as a regulatory document, the Specific Plan provides a means of implementing the General Plan. All future development within the Specific Plan boundaries must be consistent with the standards and guidelines in this Specific Plan.

A. Specific Plan Area

This Specific Plan regulates real property (approximately 6.22 acres) located in the City of Monterey Park (City), County of Los Angeles (County), State of California, as shown in **Figure 1: Specific Plan Area Location Map** and described as follows (Specific Plan Area or Site):

- Lot 1 of Tract No. 34875, in the City of Monterey Park, County of Los Angeles, as per map recorded in Book 932, Pages 16 to 18 inclusive of maps, in the office of the county of said county.

The Specific Plan Area includes a hillside property located approximately 600 feet above mean sea level (amsl), approximately 150 feet above the intersection of West Garvey Avenue and Abajo Drive, and bordered on the south by West Garvey Avenue. The southern boundary of the Specific Plan Area is located mid-slope below homes on Sombrero Drive.

Legend:
Project Site
0
500
1000
2000
N
APPROXIMATE SCALE IN FEET
Bohlig Rd
Midwick Dr
W Ross Ave
W Hellman Ave
Viscount St
Grange Grove Ave
S Meridian Ave
Avondale Dr
Monte Vista Ave
Monte Vista Dr
Monte Vista Ct
Monte Vista Cir
Monte Vista Pl
Monte Vista Ln
Monte Vista Way
Monte Vista Trl
Monte Vista Sq
Monte Vista Pkwy
Monte Vista Blvd
Monte Vista Ave
Monte Vista St
Monte Vista Rd

B. Background

The City previously approved a residential condominium plan for development of the Specific Plan Area in 1979. Tract No. 34875 subdividing the Site for condominium purposes was recorded in 1979 and a Condominium Plan was recorded in October 1981. The approved plans permitted the development of 30 residential condominium buildings. Following approval, the Specific Plan Area was graded to develop these 30 residential condominium buildings. Cut and fill slopes were built along with several retaining walls. A private road, named Goodview Drive, was extended from West Garvey Avenue to provide access to the lots located on both sides of this road. Numerous retaining walls and foundations were constructed for the planned homes. Two other large site-retaining walls, one eight-foot high wall adjacent to Goodview Drive near the entrance and one along a portion of the eastern property line, starting from West Garvey Avenue and continuing up the slope, straddling the property line. Two approximately 15-foot high crib walls were also constructed; portions of these walls have since failed. A five-foot high cantilever retaining wall is also present along West Garvey Avenue, just outside the property line. Another cantilever retaining wall, up to approximately 12 feet in height, is located mostly off site along Abajo Drive, although a small portion is located within the Site.

In or around 1980, development ceased. Since this date, slope failures occurred, some of which involved the retaining walls. Surficial failures and settlement of Goodview Drive were observed starting in 1980. By 1982, a portion of the crib wall and slope had failed, blocked a portion of West Garvey Avenue, and led to the evacuation of the apartment complex on the opposite side of West Garvey Avenue. Subsequent failures in the lower crib wall occurred in March and April of 1983. By the end of 1984, a supplemental retaining wall was built along a portion of West Garvey Avenue to contain some of the slope failures. This crib wall, constructed of steel beams and wood lagging, is about 200 feet long and 20 feet tall. Subsequent failure of the upper crib wall occurred in 1985. In late 2004, a progressive slope failure occurred above Abajo Drive that migrated up the slope below Goodview Drive in 2007, resulting in a closure of Abajo Drive. A series of 24 piles, starting from 40 feet west of West Garvey Avenue and extending to the west for 205 feet, were constructed immediately behind a portion of the crib wall to reinforce the wall after slope failures occurred above this wall in 2005.

Over the last decade, major slope failures have occurred. Currently, numerous erosion control measures are present on the Site, including plastic covering the slope, straw wattles, sandbags, and drainage pipes.

The Safety and Community Services Element of the General Plan includes the following goal and associated policies that apply to the past slope stability issues in the 1688 West Garvey Specific Plan Area:

Goal 3: Protect public and private properties from geologic hazards associated with steep slopes and unstable hillsides.

Policy 3.2: Require that hillside developments incorporate measures that mitigate slope failure potential and provide for long-term slope maintenance.

Policy 3.3: Develop a comprehensive approach to remediating unstable hillslopes in the vicinity of Abajo Drive.

II. OVERVIEW OF THE SPECIFIC PLAN

A. Purpose and Authority of the Specific Plan

The Specific Plan provides for the orderly and efficient development of the Specific Plan Area consistent with the goals and policies of the General Plan. Analysis of the consistency of the Specific Plan with applicable goals and policies in the General Plan is provided in Table 1, General Plan Consistency, in Section II. C. of this Specific Plan. In conjunction with the General Plan, the Specific Plan implements the plan for the physical development of the Specific Plan Area and guides the future development of single-family residences within the Specific Plan Area.

Preparation of a Specific Plan is allowed under the Government Code for any defined geographic area which might benefit from specialized land use regulations and development standards. The unique existing conditions of the 1688 West Garvey Ave. require specialized land use regulations and development standards to ensure the Site can be safely developed with residential uses consistent with the General Plan.

B. Specific Plan Scope and Goals

Implementation of General Plan goals and policies will occur through the establishment of land use designations, traffic circulation patterns, development policies, and the identification of backbone infrastructure necessary to support the planned intensity of development.

To achieve this purpose, the Specific Plan has the following goals:

1. Provide a single comprehensive plan for managing land use development, infrastructure, and open space to allow the safe development of single-family residences.
2. Stabilize the existing slopes within the Specific Plan Area.
3. Identify appropriate locations for development considering constraints related to the configuration of the Specific Plan Area and the existing geology and soils conditions.
4. Provide clear design guidelines and standards to ensure residential development in the Specific Plan Area is compatible with surrounding uses.

5. Implement new permit procedures to facilitate and expedite implementation and build-out of planned development within the Specific Plan Area.

C. Consistency with the General Plan

The Specific Plan is consistent with all applicable Goals and Policies of the General Plan as presented in **Table 1: General Plan Consistency** on the following pages.

Table 1
General Plan Consistency

Goals and Policies	Consistency
Land Use	
Goal 10: Maintain the quality and character of Monterey Park's residential neighborhoods.	
Policy 10.1: Ensure that the city's zoning regulations, subdivision regulations, and design guidelines are crafted to achieve compatibility between established residential dwellings and new residential developments within the same neighborhood.	**Consistent**. The Specific Plan contains development standards and design guidelines to ensure that residential development will be compatible with the pattern of development around the Specific Plan Area. The Specific Plan maintains the quality and character of the surrounding residential neighborhood by including design guidelines addressing the architectural design for the single family home permitted by the Specific Plan and a master landscape plan.
Goal 11: Continue to provide opportunities for persons of all incomes to find suitable housing.	
Policy 11.1: Encourage the provision of new housing, the rehabilitation of substandard units, and maintenance of the existing housing stock to meet the objectives of the Housing Element.	**Consistent.** The Specific Plan facilitates the development of new housing.
Circulation	
Goal 2: Provide a local street system that accommodates current and future traffic volumes.	
Policy 2.3: Require full roadway dedications and improvements (or in-lieu fees payment of fees in place of physical improvements) at the time of development plan approval.	**Consistent.** The Specific Plan limits the amount of development to sixteen (16) single-family residences. The amount of traffic generated would not require any additional roadway dedications or improvements.
Goal 5: Create and maintain a connected system of bicycle routes and pedestrian facilities that meets the need of city residents.	
Policy 5.4: Continue implementation of the Sidewalk Deficiency Master Plan to provide for sidewalk improvements and enhancements, particularly in areas where sidewalks link residential neighborhoods to activity centers.	**Consistent.** The Specific Plan requires the existing slopes to be graded and stabilized to remove existing obstruction of the sidewalk along West Garvey Avenue.
Safety and Community Services	
Goal 1: Minimize the potential damage to structures and loss of life that could result from earthquakes.	
Policy 1.1: Continue to implement Uniform Building Code seismic safety standards for construction of new buildings and update the city's codes as needed in response to new information and standards developed at the State level.	**Consistent.** The residences permitted by the Specific Plan would implement Uniform Building Code seismic safety standards.
Goal 3: Protect public and private properties from geologic hazards associated with steep slopes and unstable hillsides.	
Policy 3.2: Require that hillside developments incorporate measures that mitigate slope failure potential and provide for long-term slope maintenance.	**Consistent.** The grading concept incorporates retaining walls and other geotechnical design features designed

Goals and Policies	Consistency
	to mitigate the existing slope failures within the Specific Plan Area.
Policy 3.3: Develop a comprehensive approach to remediating unstable hillslopes in the vicinity of Abajo Drive.	**Consistent.** The grading concept incorporates retaining walls and other geotechnical design features designed to mitigate the existing slope failures within the Specific Plan Area.
Goal 11: Provide city residents and the business community with a high level of fire protection.	
Policy 11.1: Continue to fund maintenance and staffing to ensure a five- to six-minute fire response time citywide.	**Consistent.** The Specific Plan would limit development within the Specific Plan Area to 16 single-family residences, which will result in a less than significant demand on fire protection services that will allow the City to achieve its target fire response time.
Policy 11.2: Maintain brush clearance and weed abatement programs to reduce the risk of fires.	**Consistent.** The Specific Plan includes a master landscape plan for the hillside open space areas. A Homeowner's Association will maintain brush clearance around the Specific Plan Area residences to reduce the risk of fires.
Goal 12: Provide city residents and the business community with a high level of protection from crime.	
Policy 12.1: Evaluate the number of officers, total population, and crime statistics on an annual basis to ensure that appropriate levels of police protection are provided citywide.	**Consistent.** The Specific Plan would limit development within the Specific Plan Area to 16 single-family residences, which will result in a less than significant increase in population and associated demand on police services.
Goal 13: Provide adequate sewer, water, and drainage systems to meet the needs of city residents and businesses.	
Policy 13.1: Implement recommended sewer system improvements in the Sewer Master Plan, 1996.	**Consistent.** The Specific Plan would limit development within the Specific Plan Area to 16 single-family residences, which will minimize wastewater generation to a level that can be accommodated by the City's master planned sewer system.
Policy 13.2: Implement recommended water system improvements in the Water Master Plan, 1996.	**Consistent.** The Specific Plan would limit development within the Specific Plan Area to 16 single-family residences, which will minimize water demand to a level that can be accommodated by the City's master planned water system.
Policy 13.3: Continue to survey and upgrade the city's storm drain system.	**Consistent.** Existing regulations contained in the Monterey Park Municipal Code and issued by the Los Angeles Regional Water Quality Control Board require the drainage system for the Specific Plan Area to control site runoff. Such improvements to the City's storm drain system are not required for the Specific Plan Area
Resources	
Goal 2: Create additional passive recreation opportunities in the city to further enhance the quality of life in all areas of the community.	
Policy 2.2: Incorporate pocket parks, parkways, and similar recreation spaces into residential neighborhoods.	**Consistent.** The Specific Plan would create approximately 55,000 square feet of open space within the Specific Plan Area.
Goal 5: Improve air quality for future generations of Monterey Park residents.	
Policy 5.1: Continue to improve traffic flow through and within the city.	**Consistent.** The Specific Plan would limit development within the Specific Plan Area to 16 single-family residences, which would minimize the amount of additional traffic on the City's streets. The traffic study prepared for the Project determined the additional traffic generated will not significantly impact traffic within the City.
Policy 5.4: Enhance pedestrian and bicycle circulation within Monterey Park.	**Consistent.** The Specific Plan requires the existing slopes to be graded and stabilized to remove existing obstruction of the sidewalk along West Garvey Avenue.

Goals and Policies		Consistency
Housing		
Goal 3:	**Provide adequate housing by location, type of unit, and price to meet existing and future needs of City residents.**	
Policy 3.1:	Encourage a wide range of housing types, prices, and ownership forms.	**Consistent.** The Specific Plan would allow the Site to be developed with new single-family dwellings for sale within the City.
Goal 4:	**Assist in the provision of housing that meets the needs of all economic segments of the community.**	
Policy 4.3:	Encourage the design of residential developments that are secure, safe, and environmentally sensitive. Support the use of cost-saving and energy-conserving construction techniques.	**Consistent**. The Specific Plan would allow development with a gated private driveway from West Garvey Avenue that would ensure a secure and safe design. The Specific Plan includes a grading design that responds to the existing soils and geology conditions to ensure the residential development is environmentally sensitive. The new homes would be designed to meet current energy conservation standards including the provisions of Title 24 and the California Green Building Standards Code (CALGreen) to reduce energy demand.
Goal 5:	**Promote equal housing opportunities for all residents.**	
Policy 5.1:	Prohibit discrimination in the sale or rental of housing with regard to race, ethnic background, religion, handicap, income, sex, age, and household composition.	**Consistent.** The single-family residences allowed by the Specific Plan would be available for purchase by all qualified buyers without regard to race, ethnic background, religion, handicap, income, sex, age, and household composition would not occur.

Source: City of Monterey Park, General Plan.
Notes: Not Applicable: Actions/strategies are those that are not identified for implementation of local jurisdictions.

D. Specific Plan Implementation Measures (Including Financing)

1. Introduction

This section addresses Government Code § 65451 which requires that specific plans include a program for implementation including regulations, conditions, programs, and additional measures necessary to implement the plan.

The responsibilities and procedures required for implementing the Specific Plan are identified in this section, including responsibility for capital improvements, financing, and the regulations that will govern its implementation.

Private infrastructure within the Specific Plan Area is required to support the development, including a new private road to provide access to the single-family residences along with utility improvements. The Master Developer will finance and/or construct all such improvements, consistent with the requirements

of the Development Agreement related to the 16 individual residences allowed by this Specific Plan. All site improvements will be maintained by the homeowners through a Homeowner's Association.

2. Specific Plan Regulatory Approach

The implementation procedures set forth in this section are intended to ensure the development of the Site is in accordance with the planning and design intent of this Specific Plan and Applicable Law.

The Development Standards, presented in Section VI of this Specific Plan, contain development regulations, which upon approval of this Specific Plan by the City Council, will become mandatory for all development within the Specific Plan boundaries, as shown in Figure 1 above.

3. Financing Plan

The financing and maintenance plan for the Specific Plan ensures the timely completion of the Site improvements and proper maintenance of these facilities. The Master Developer(s) of the Specific Plan will fund project infrastructure and public facilities as defined in the Development Agreement.

4. Methods and Procedures for Implementation

The procedures, regulations, standards, and specifications described in this Specific Plan supersede any conflicting portions of the MPMC. Any development regulation and building requirement not addressed in this Specific Plan is subject to the Applicable Law.

5. Specific Plan Approvals

There are four levels of action necessary to implement the Specific Plan. The first level is adoption of the Specific Plan after review by the Planning Commission and City Council. The second level is a Zone Map Amendment. The third level is approval of the Vesting Testing Map and Development Agreement. The fourth level is review of plans through Project Clearances for development of individual residences in conformance with the standards set forth in this Specific Plan.

a) Specific Plan Adoption

This Specific Plan is adopted by ordinance. Thereafter, the regulations of this Specific Plan are mandatory for development in the Specific Plan area.

b) Zone Map Amendment

The regulations in this Specific Plan are consistent with, and implement, the goals, objectives, and policies in the General Plan. In order to implement this Specific Plan, the existing zoning will be replaced by the Specific Plan-[Project] (SP-1688 West Garvey) designation.

c) Vesting Tentative Map

The Vesting Tentative Map sets forth details and dimensions of proposed division lines, easements, and rights-of-way related to the subdivision of the Specific Plan Area, including the identification of required street improvements, utility connections, preliminary grading, and drainage plans.

d) Project Clearance

Design Review for development of the 16 individual residences permitted within the Specific Plan Area will occur at the Individual Project level through the request for Project Clearance by Individual Permittee(s). Application for Project Clearance Review must be filed with the City Planner. Before the City issues any building permits for a residence, a Project Clearance permit must be approved for such development. The primary purpose of design review is to determine that Individual Projects are being developed in a manner that conforms with the guidelines and standards in this Specific Plan.

The City Planner has the authority to approve, amend, or deny Individual Project plans pursuant to the intent of the design guidelines and development standards of this Specific Plan. The City Planner should render a decision within fifteen business days after a complete application is provided for review.

E. Definitions

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Specific Plan. Words and phrases not defined by this chapter have the meaning set forth elsewhere in the MPMC or Applicable Law (as defined below).

"Applicable Law" means, in addition to federal and State laws and regulations, the ordinances, rules, regulations, fees and official policies of the City governing the Specific Plan, including, without limitation, the law governing the permits and approvals for the Specific Plan; zoning regulations; and General Plan applicable to the Specific Plan in effect on *Adoption Date*.

"Specific Plan" means the provisions, policies, design standards, and allowances of this Specific Plan.

"Fees, Conditions and Dedications" means:

- **"Development Impact Fees"** are those fees that must be paid, for residential dwelling units, before the City issues final certificates of occupancy. Development Impact Fees are imposed to mitigate potential impacts created by the development.
- **"Project Clearance, Building Permits, and Similar Permit Fees"** means City may charge processing fees for project clearance approvals, building permits, and other similar permits and entitlements as the same are in force and effect on a City-wide basis at the time application is submitted for such permits and entitlements. This does not operate to exempt the Project from the payment of uniform property taxes.

"Design Guidelines" are the guidelines contained in Section V. of this specific plan.

"Development Standards" are the standards contained in Section VI. of this specific plan.

"MPMC" means the Monterey Park Municipal Code including, without limitation, such codes adopted by reference within the MPMC.

"Individual Permittee" means the applicant for a Project Clearance related to development of an individual residence.

"Individual Project" means the construction, erection, addition to, or structural alteration of any building or structure, or use of building or land or change of use of a building or land, on a lot located within the Specific Plan Area which requires a grading permit or building permit.

"Master Developer" means an individual or legal entity who controls or owns the Specific Plan Area; is responsible for managing the construction of the Site improvements and disposition of the individual lots for development of residences.

"Project" means the 1688 West Garvey Project including the 1688 West Garvey Specific Plan, Zone Change, Vesting Tentative Map, and Development Agreement.

"Project Clearance" means the City Planner's review and verification of an Individual Project's conformance with the requirements of this Specific Plan.

"Private Driveway" means the driveway extending from West Garvey Avenue shown on the Vesting Tentative Map.

"Site Improvements" means the grading, construction of the Site Retaining Walls, utilities, private driveway, and master landscaping.

"Site Plan" means the site development as shown in **Figure 2: Site Plan**.

"Site Retaining Wall(s)" means the Upper and Lower Site Retaining Walls included in Vesting Tentative Map Grading Plan.

"Specific Plan" means this 1688 West Garvey Avenue Specific Plan as approved on *Approval Date.*

"Specific Plan Area" means the real property identified in Section I.A.

III. OVERVIEW OF LAND USE PLAN

A. Development Concept

This Specific Plan has been developed to facilitate the development of Specific Plan Area with single-family residences. The primary objectives of the development concept incorporated into this Specific Plan are:

- Ensure the slopes within the Specific Plan Area are stable.
- Improve the aesthetic quality of the Specific Plan Area.
- Provide the City with additional housing opportunities.
- Contribute housing stock towards meeting the City's Regional Housing Needs Allocation.

The development concept includes:

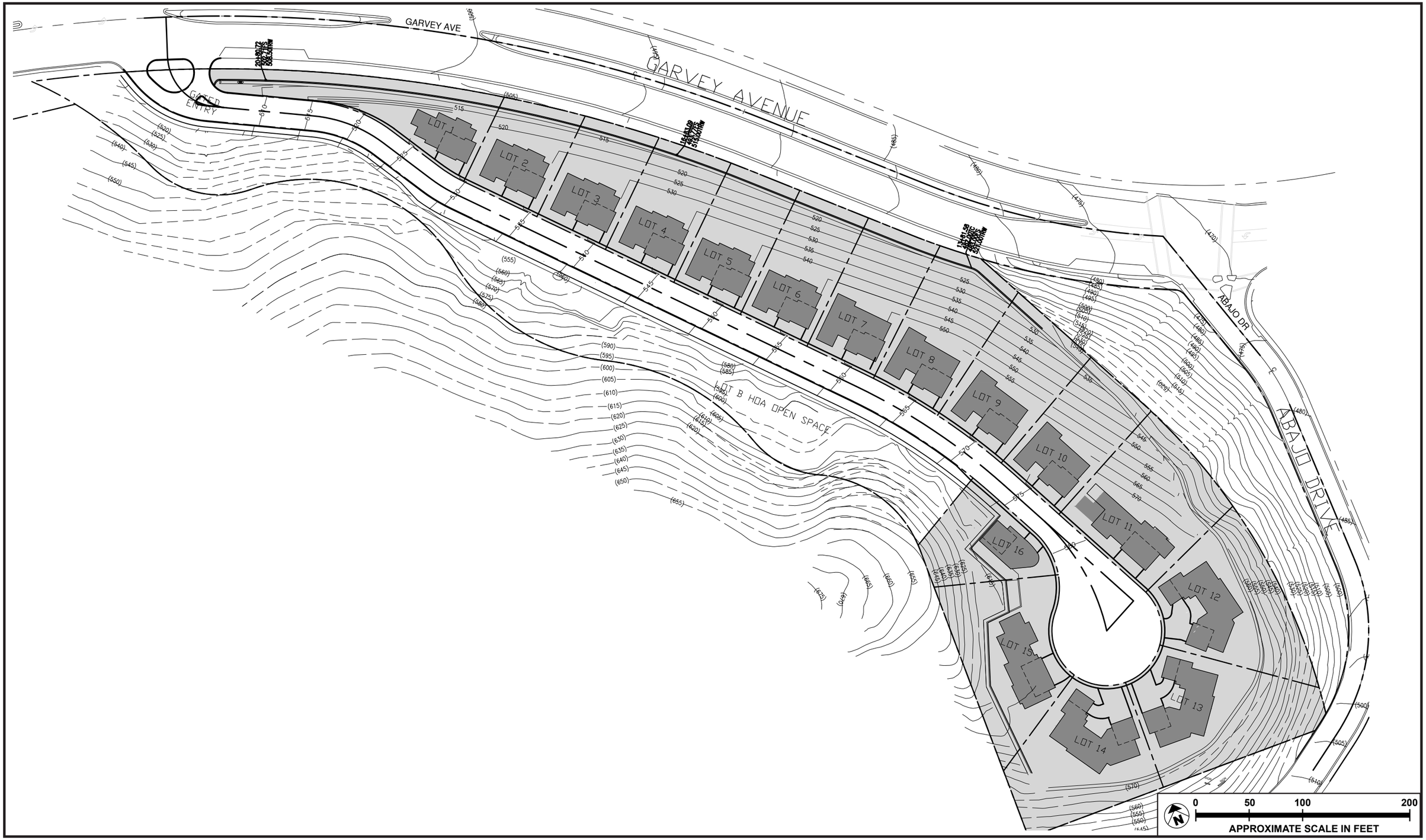
- Re-grading the entire Specific Plan Area, including demolition and removal of all existing retaining walls and structures and other site improvements, including the existing streets and utilities.
- Construction of the two new Site Retaining Walls as shown in the Vesting Tentative Map Grading Plan to stabilize the slopes within the Specific Plan Area, new utilities, and a private driveway with a gated entry from West Garvey Avenue.
- Development of 16 high quality single-family residences with master-planned landscaping.

Improvements to the intersection of the private driveway with West Garvey Avenue including installation of a northbound stop sign; construction of the northbound approach to provide access for gate turn-around and outbound right turns; reconfiguration of the westbound center median on West Garvey Avenue to provide left turn inbound access; closure of the existing median gap approximately 200 feet east of the Project driveway; and modification of striping on eastbound West Garvey Avenue to add a dedicated right turn lane to enter the Project Site and an acceleration lane for vehicles exiting the Project Site.Development of the Specific Plan Area would provide a range of economic, fiscal, and quality of life benefits to the City.

B. Land Use Plan

This Specific Plan allows the development of 16 single-family residences within the Specific Plan Area, as shown in **Figure 2**. Ten of the residences will be located on the northern side of the private driveway, with six residences located around the cul-de-sac on the eastern end of the private driveway. Access will be provided from a gated private driveway of off West Garvey Avenue. Design standards, included in this Specific Plan, define a modern architectural design theme for the single-family residences to ensure a unified, high-quality visual character for the Specific Plan Area.

The overall elevation of the Site will be lowered to soften the appearance of the existing slopes and reduce the length of the retaining walls on the Site as shown in **Figures 3a-3d: Site Sections**. The Site would be graded and approximately 112,000 cubic yards of soil and debris would be excavated and hauled off the Site. Two Site-Retaining Walls, one on the lower portion of the Specific Plan Area along West Garvey Avenue and one on the southern side of the private driveway, will be constructed to stabilize the slopes within the Specific Plan Area and develop the 16 lots for single-family residences. Master-planned landscaping, as shown in **Figures 4-9: Site Renderings**, include trees in front of both walls to create a unified visual character and minimize the visibility of the Site-Retaining Walls.



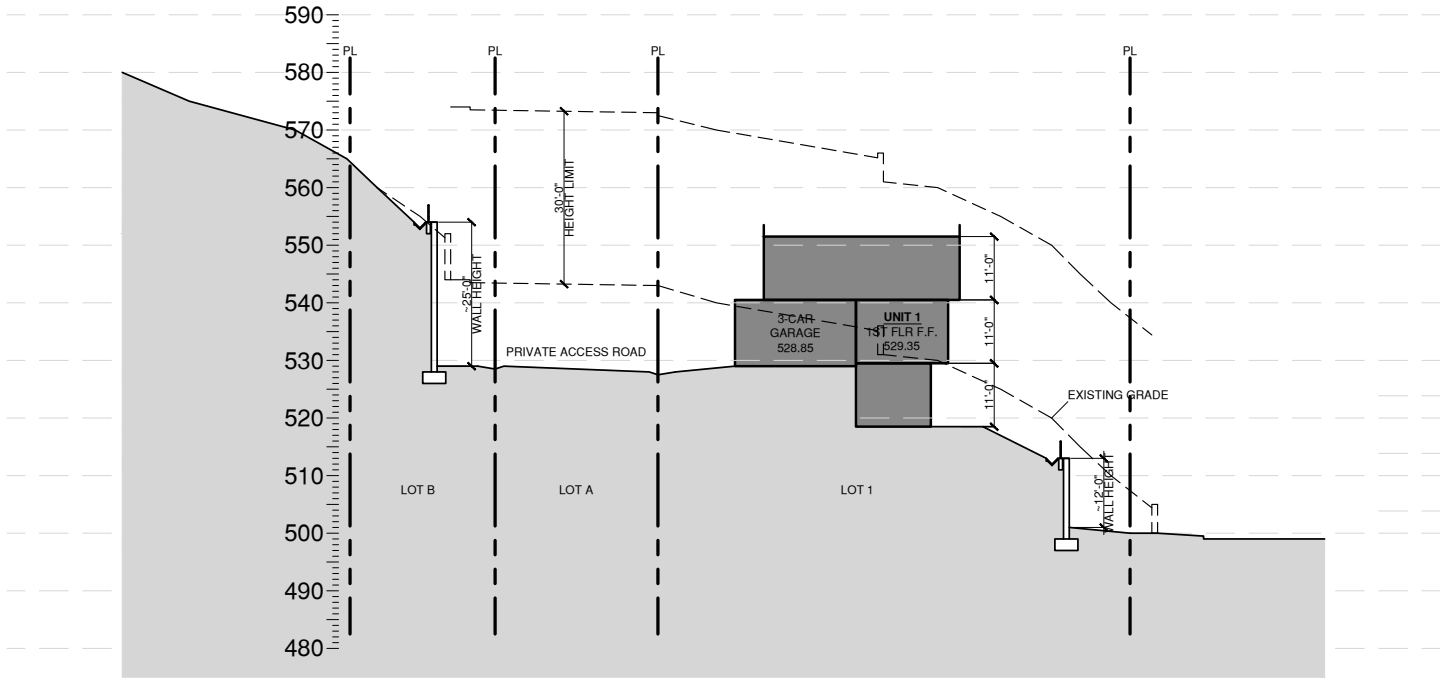
SOURCE: 1688 Garvey Sample - March 2021

FIGURE **2**

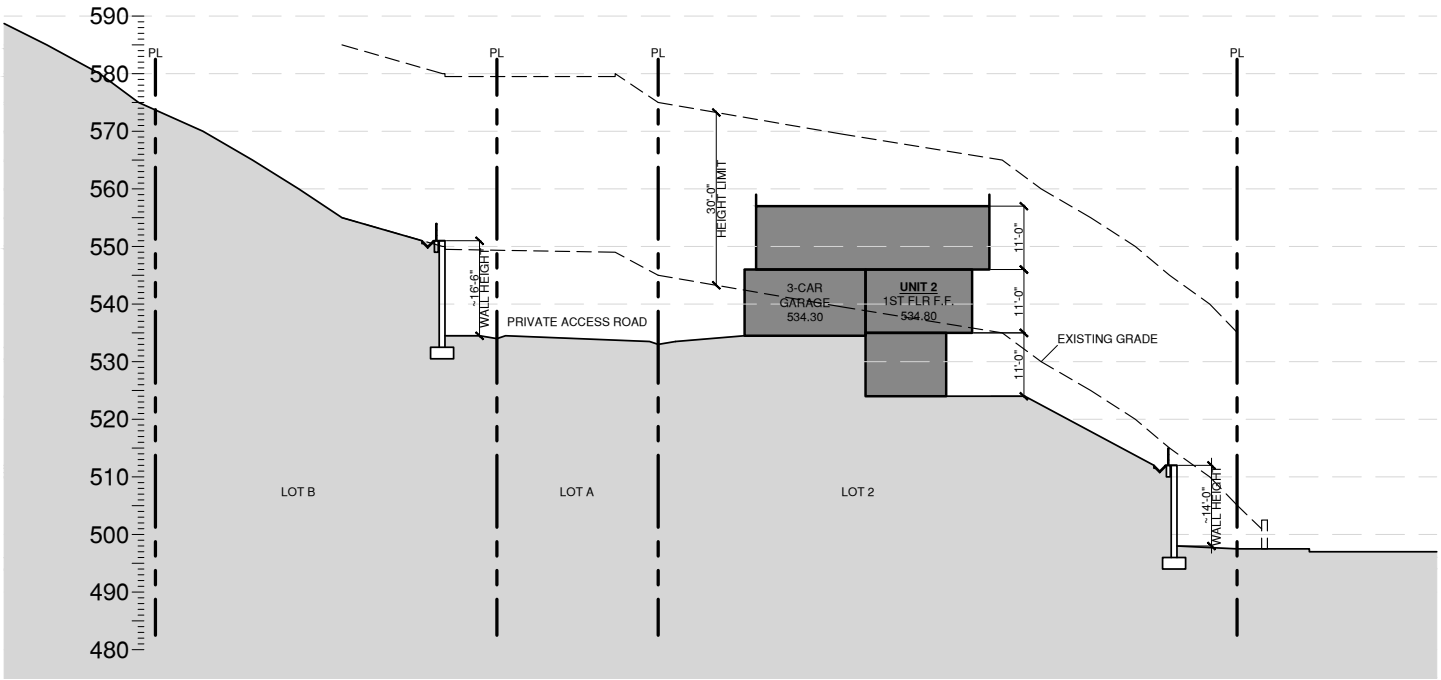
Meridian Consultants

Site Plan

273-001-19

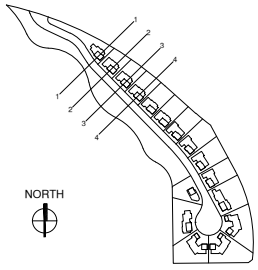


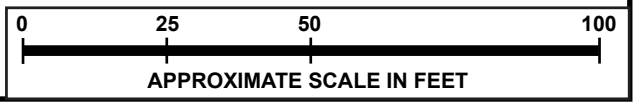
SECTION 1-1



SECTION 2-2

SITE KEY





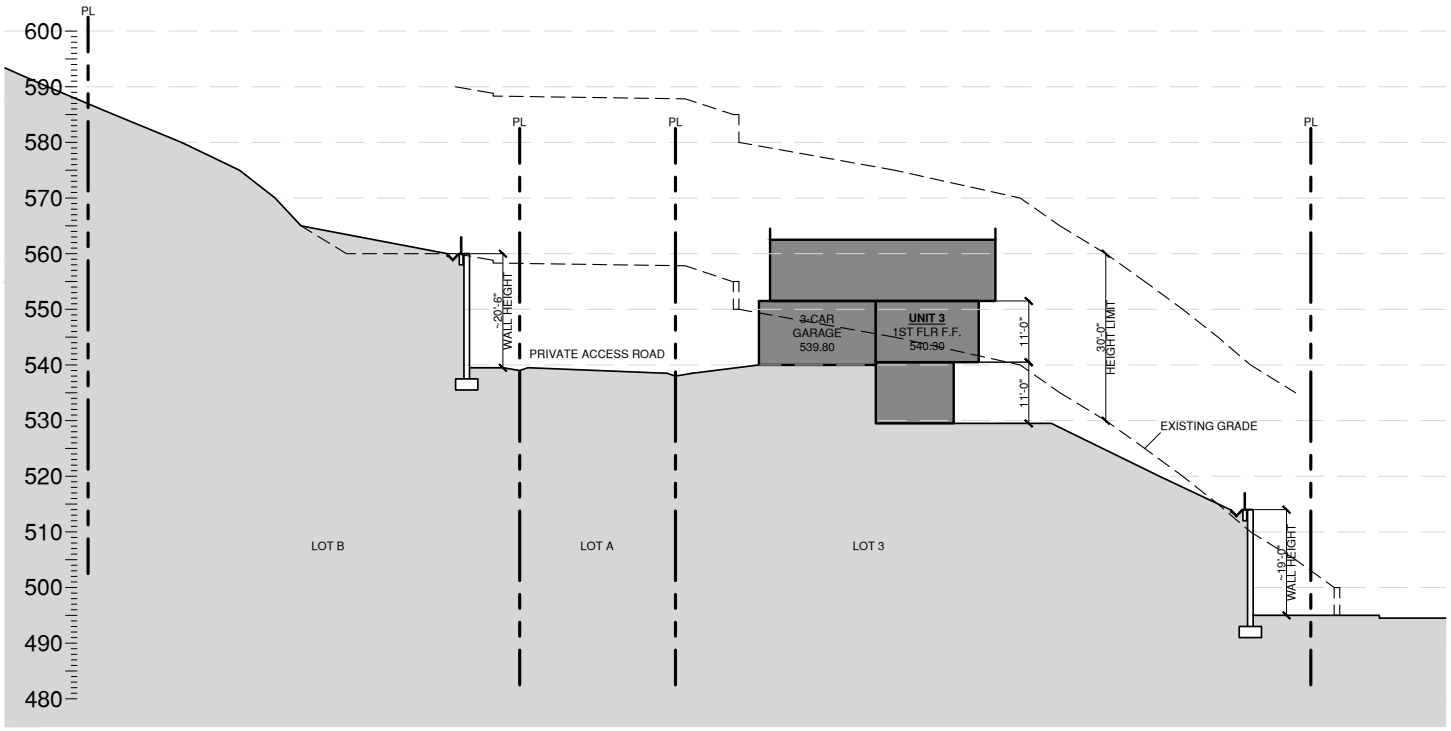
SOURCE: SLSD Inc. - March 2021

FIGURE **3a1**

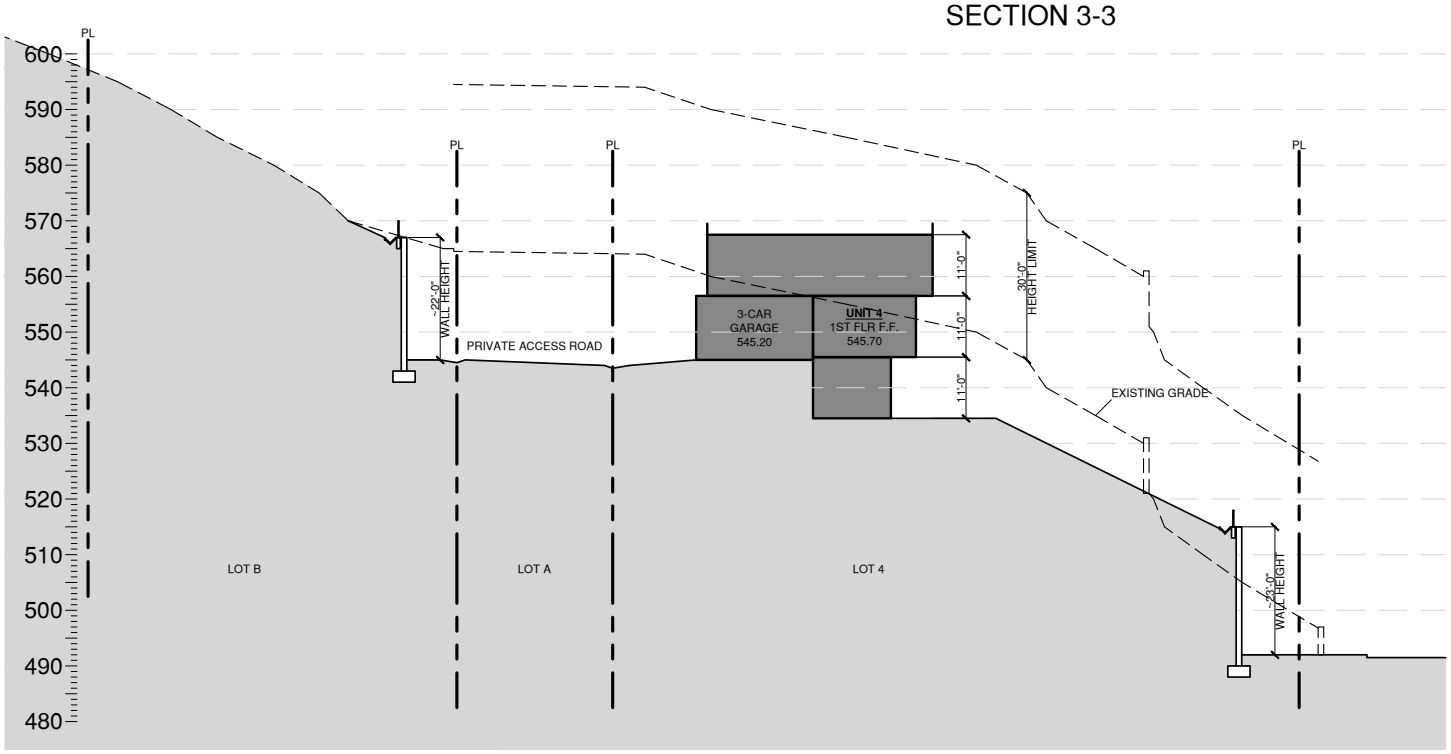
Meridian Consultants

Sections Lots 1-2

273-001-19

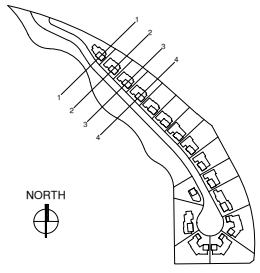


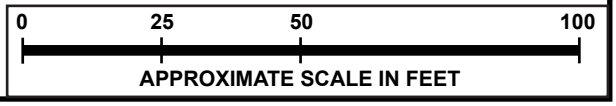
SECTION 3-3



SECTION 4-4

SITE KEY





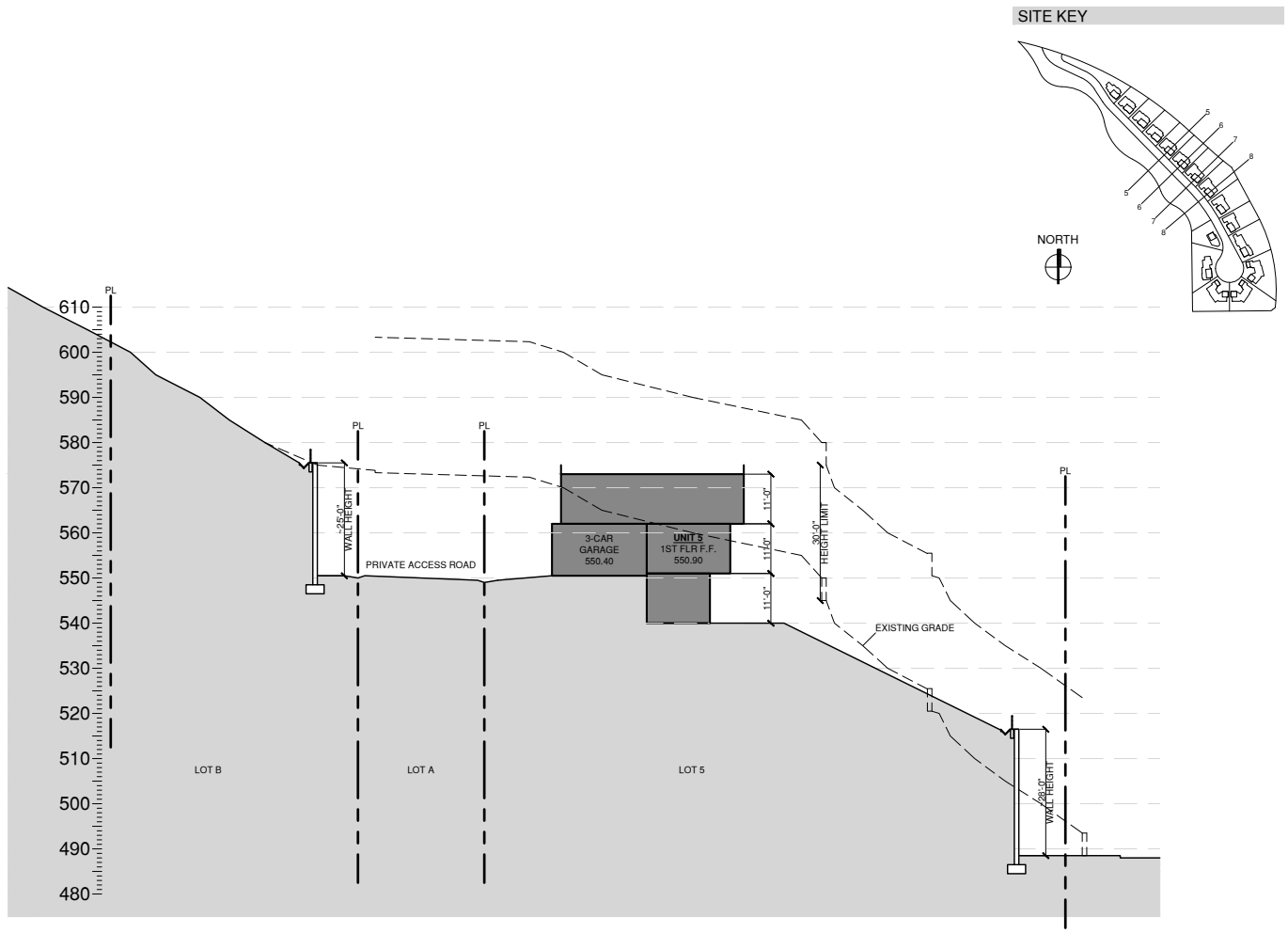
SOURCE: SLSD Inc. 2020

FIGURE **3a2**

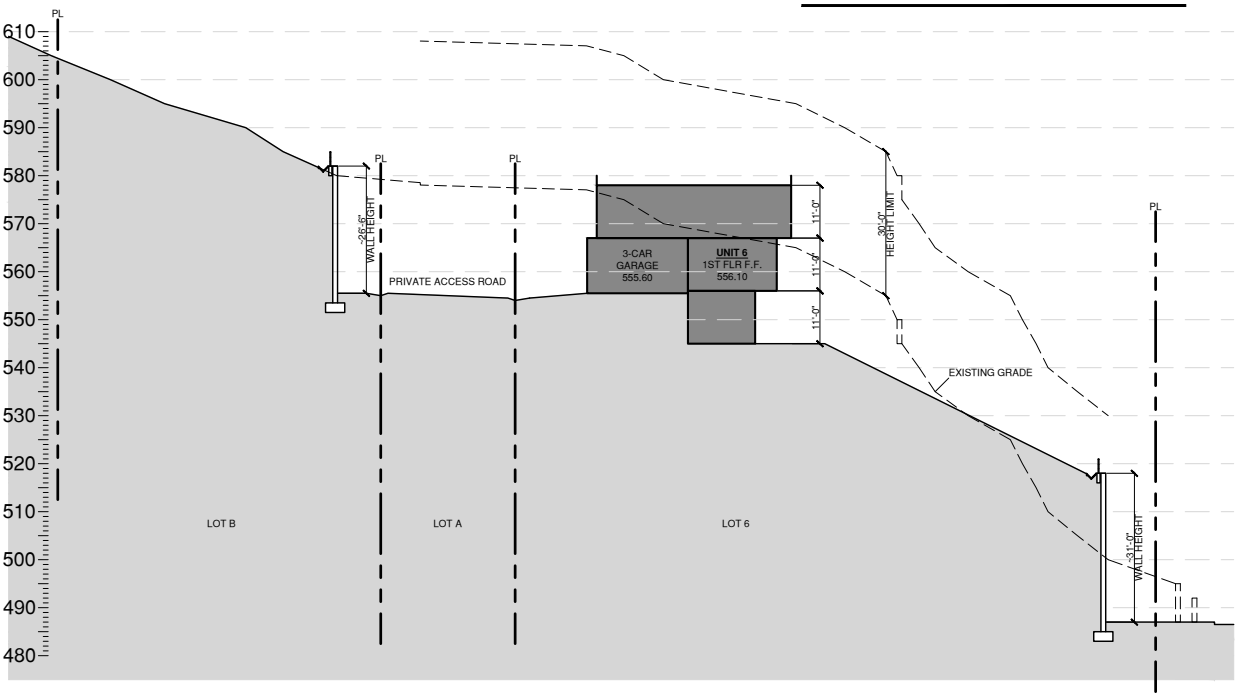
Meridian Consultants

Sections Lots 3-4

273-001-19



SECTION 5-5



SECTION 6-6

0 25 50 100

APPROXIMATE SCALE IN FEET

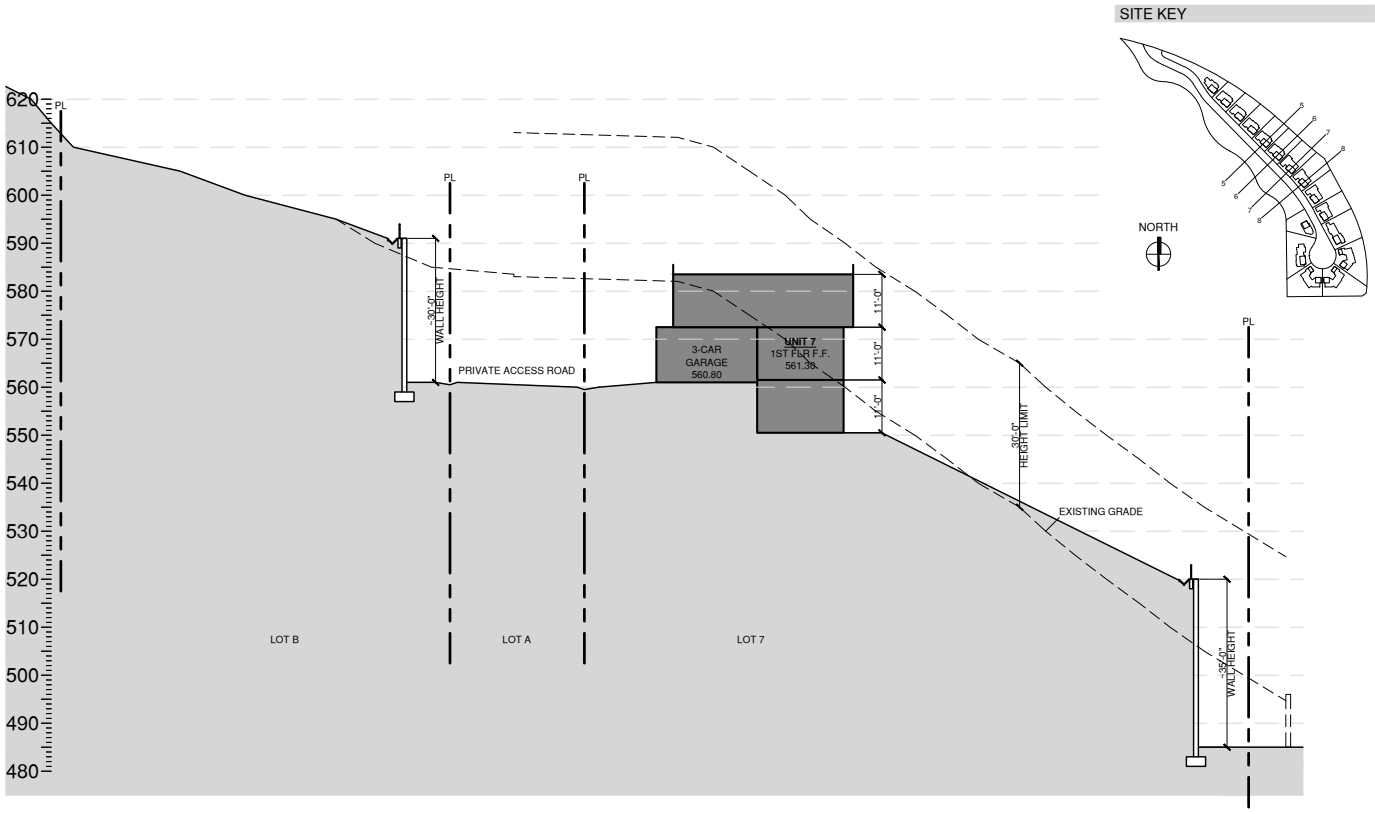
SOURCE: SLSD Inc. 2021

FIGURE **3b1**

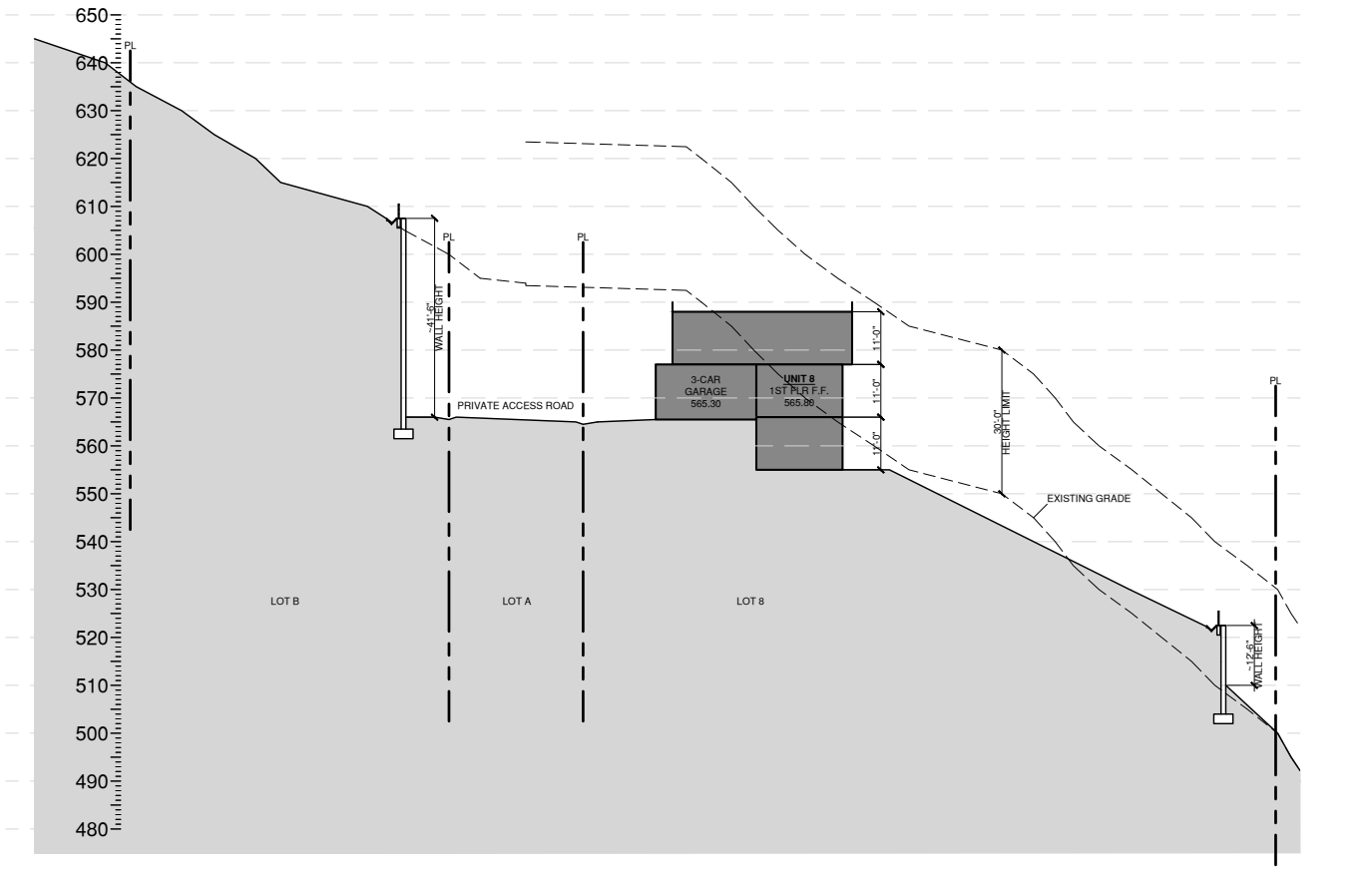
Meridian Consultants

Sections Lots 5-6

273-001-19



SECTION 7-7



SECTION 8-8

0 25 50 100

APPROXIMATE SCALE IN FEET

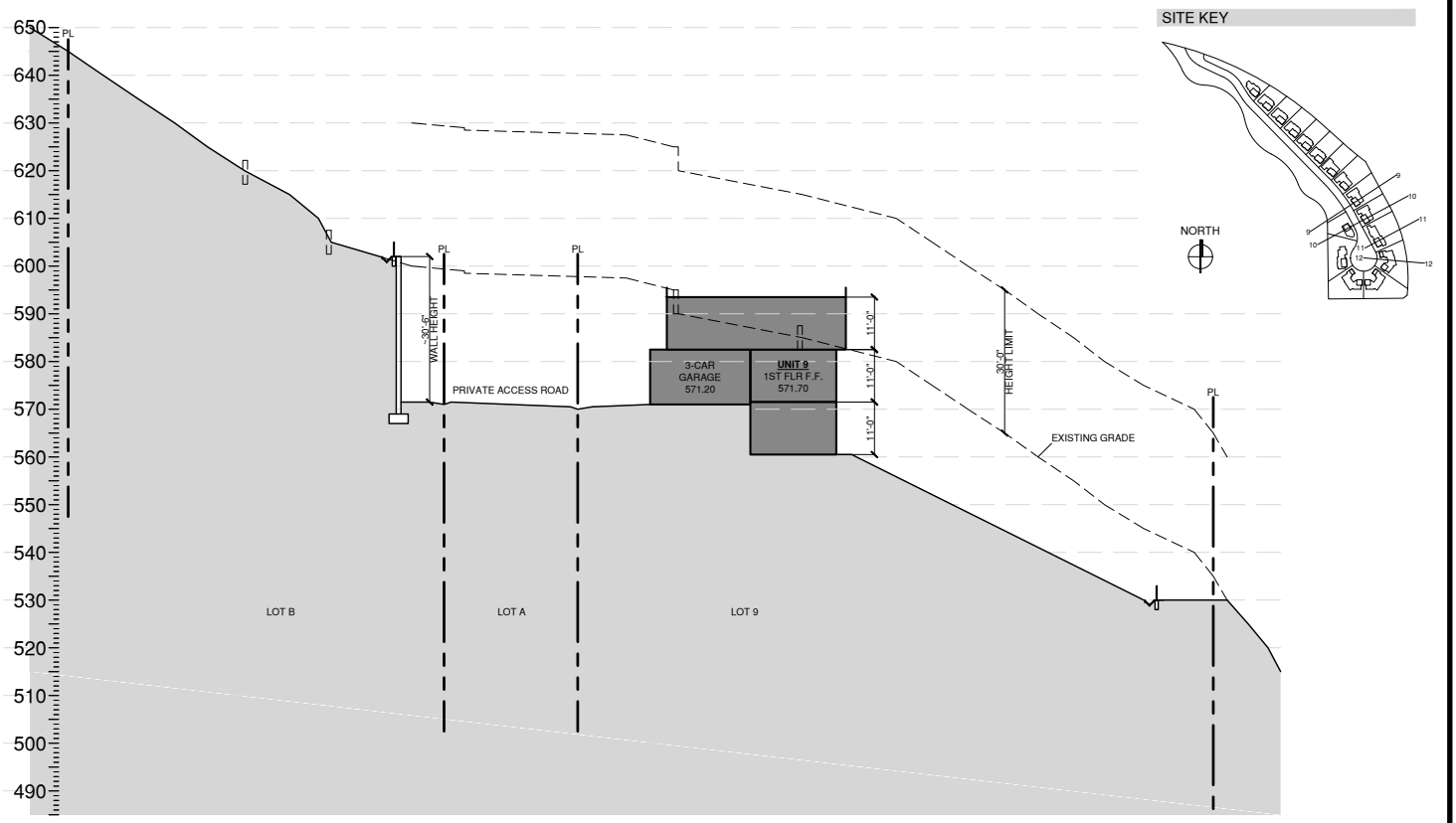
SOURCE: SLSD Inc. 2020

FIGURE **3b2**

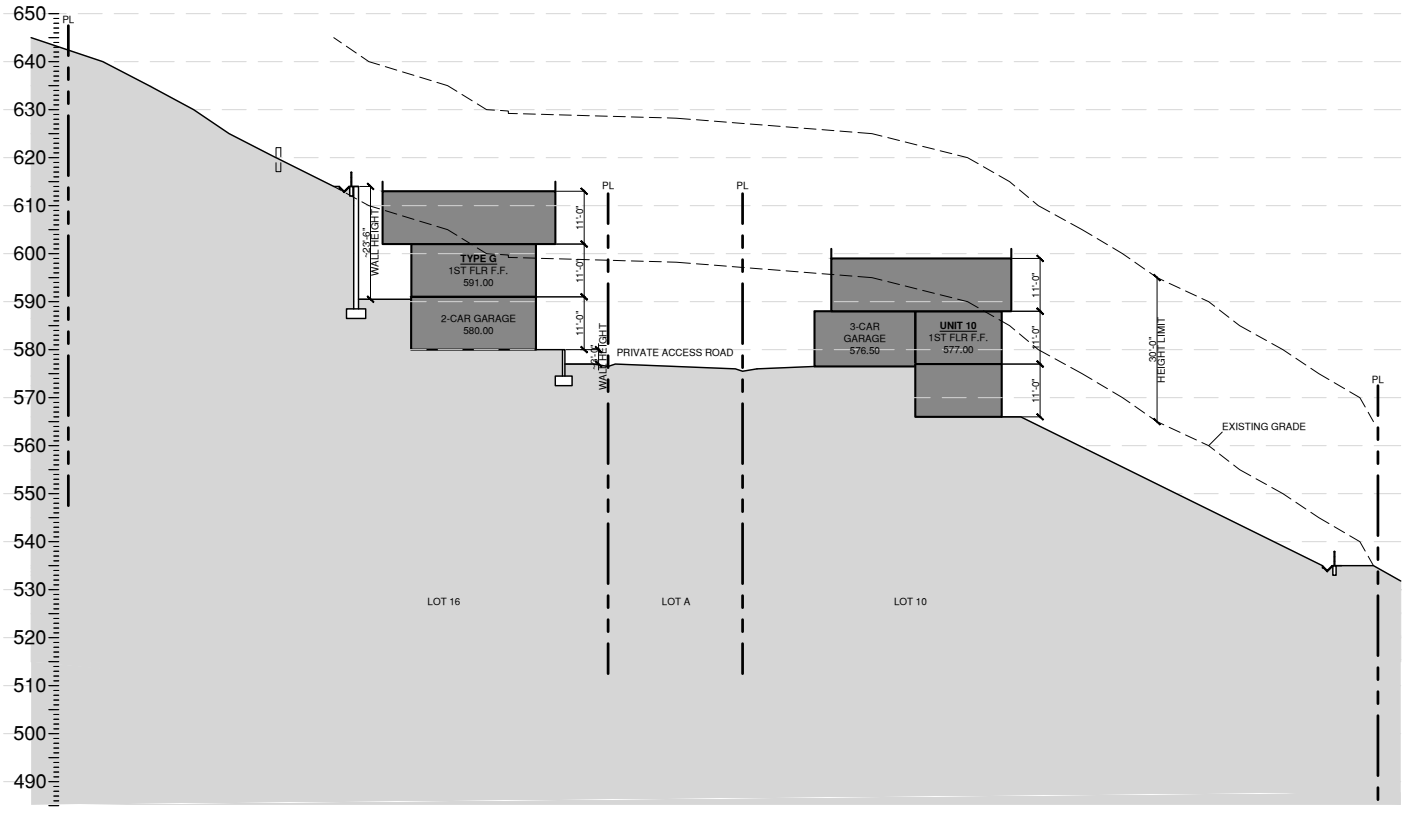
Meridian Consultants

Sections Lots 7-8

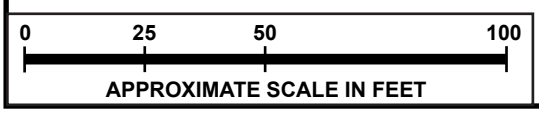
273-001-19



SECTION 9-9



SECTION 10-10



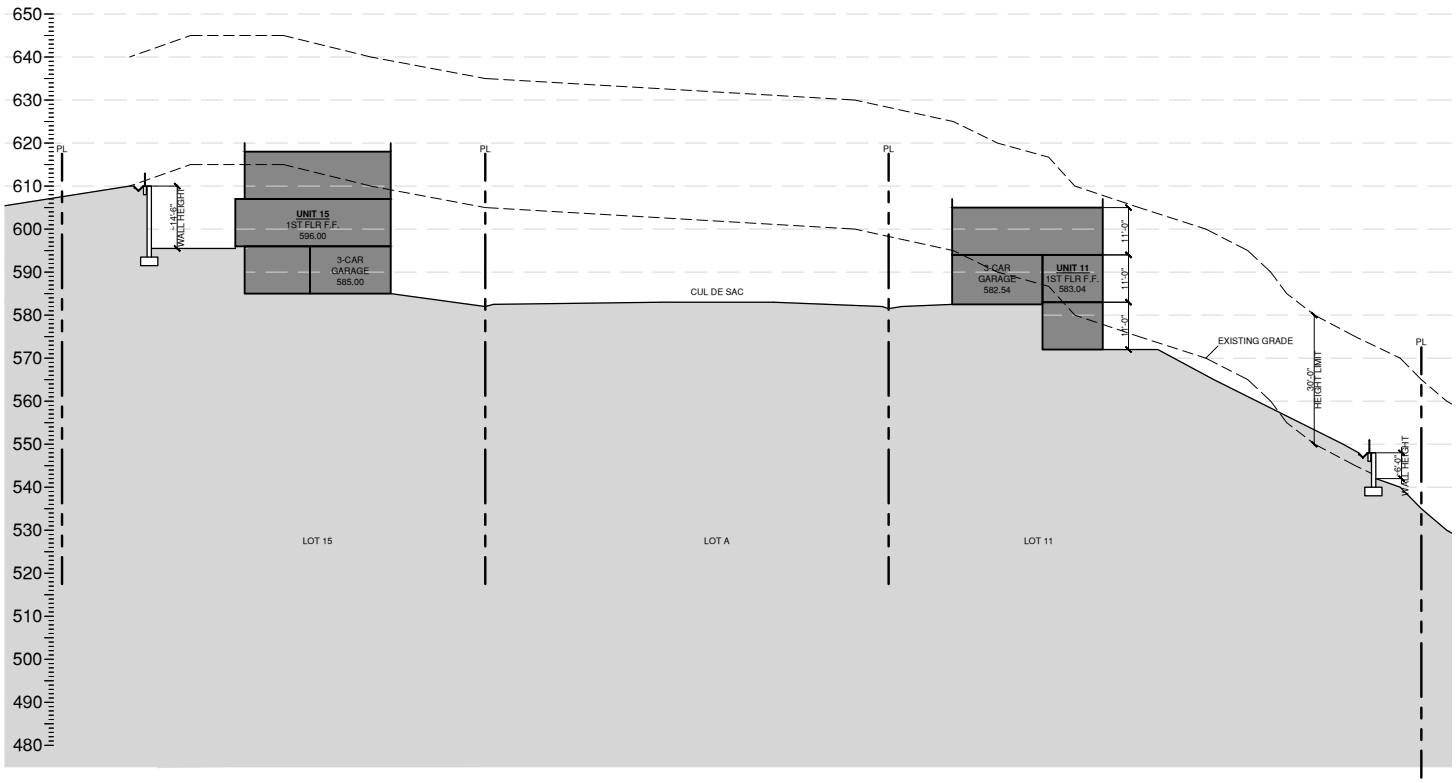
SOURCE: SLSD Inc. 2021

FIGURE **3c1**

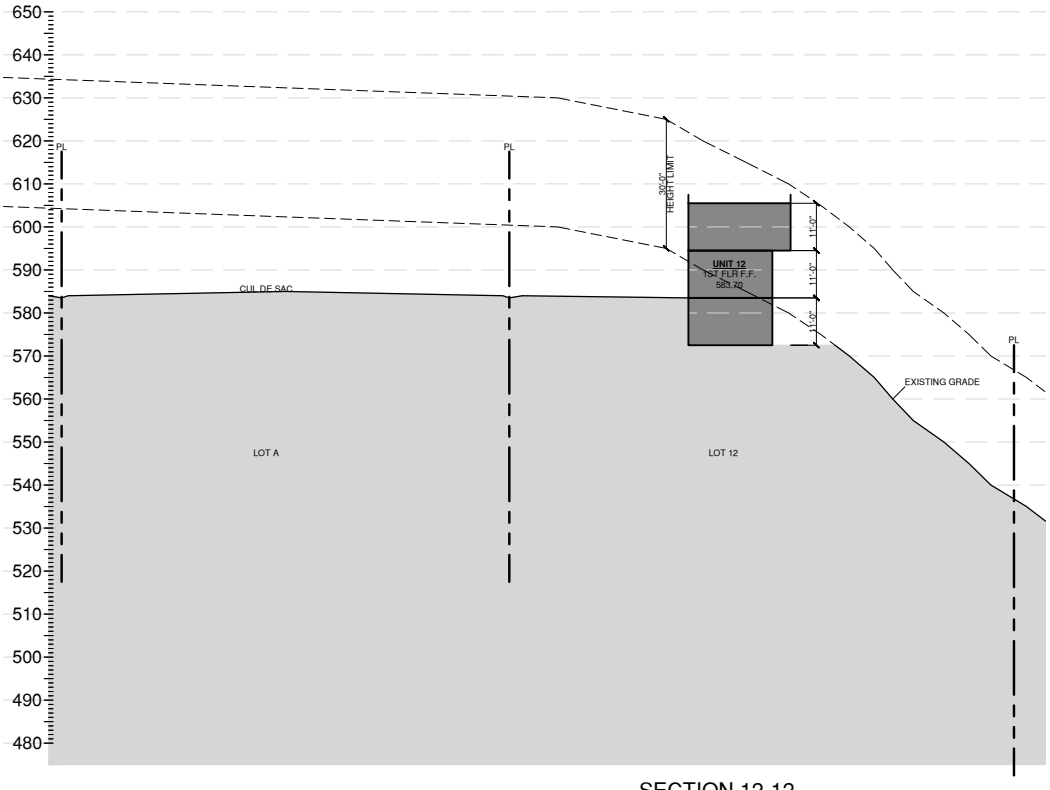
Meridian Consultants

Sections Lots 9-10

273-001-19

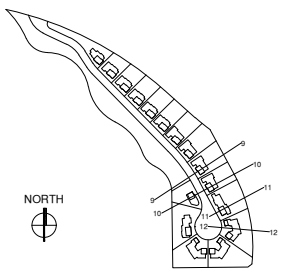


SECTION 11-11



SECTION 12-12

SITE KEY



0 25 50 100

APPROXIMATE SCALE IN FEET

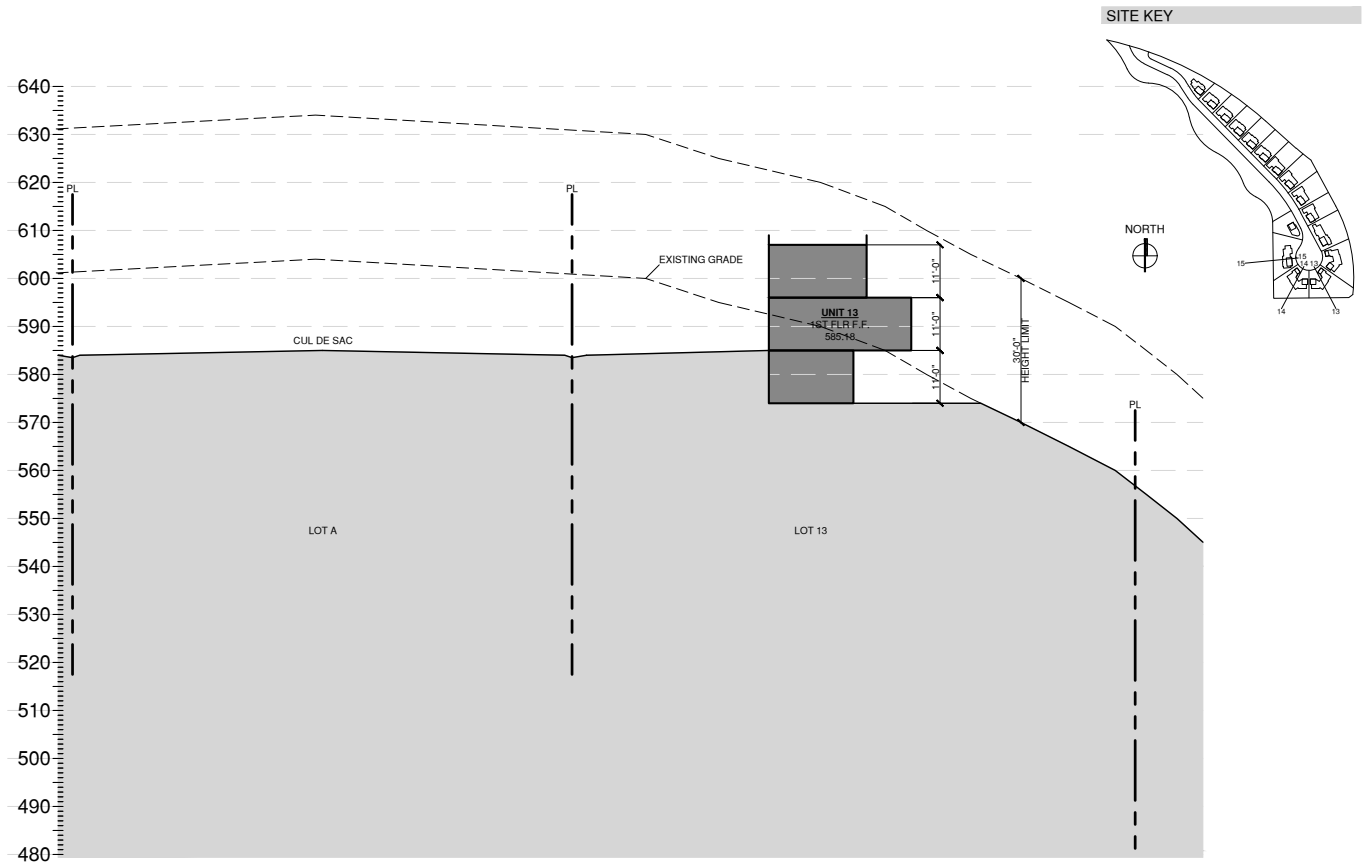
SOURCE: SLSD Inc. 2021

FIGURE **3c2**

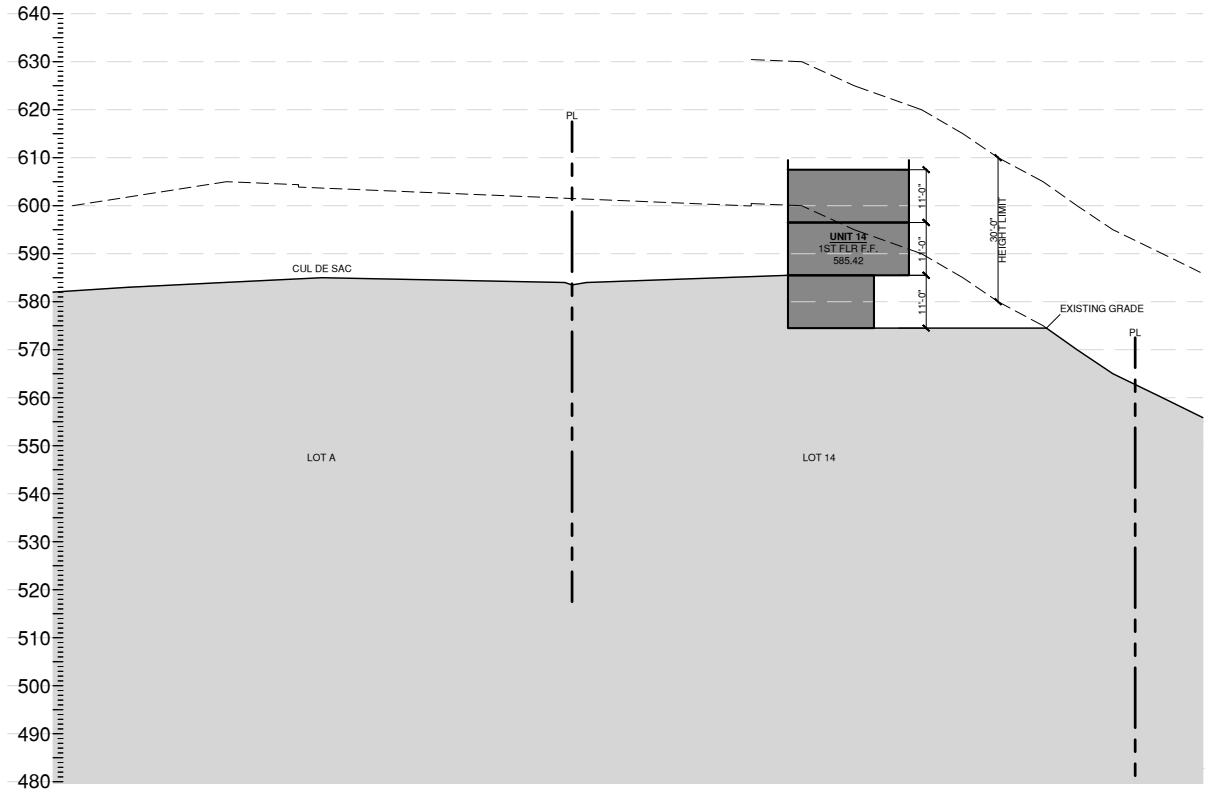
Meridian Consultants

Sections Lots 11-12

273-001-19



SECTION 13-13



SECTION 14-14

0 25 50 100

APPROXIMATE SCALE IN FEET

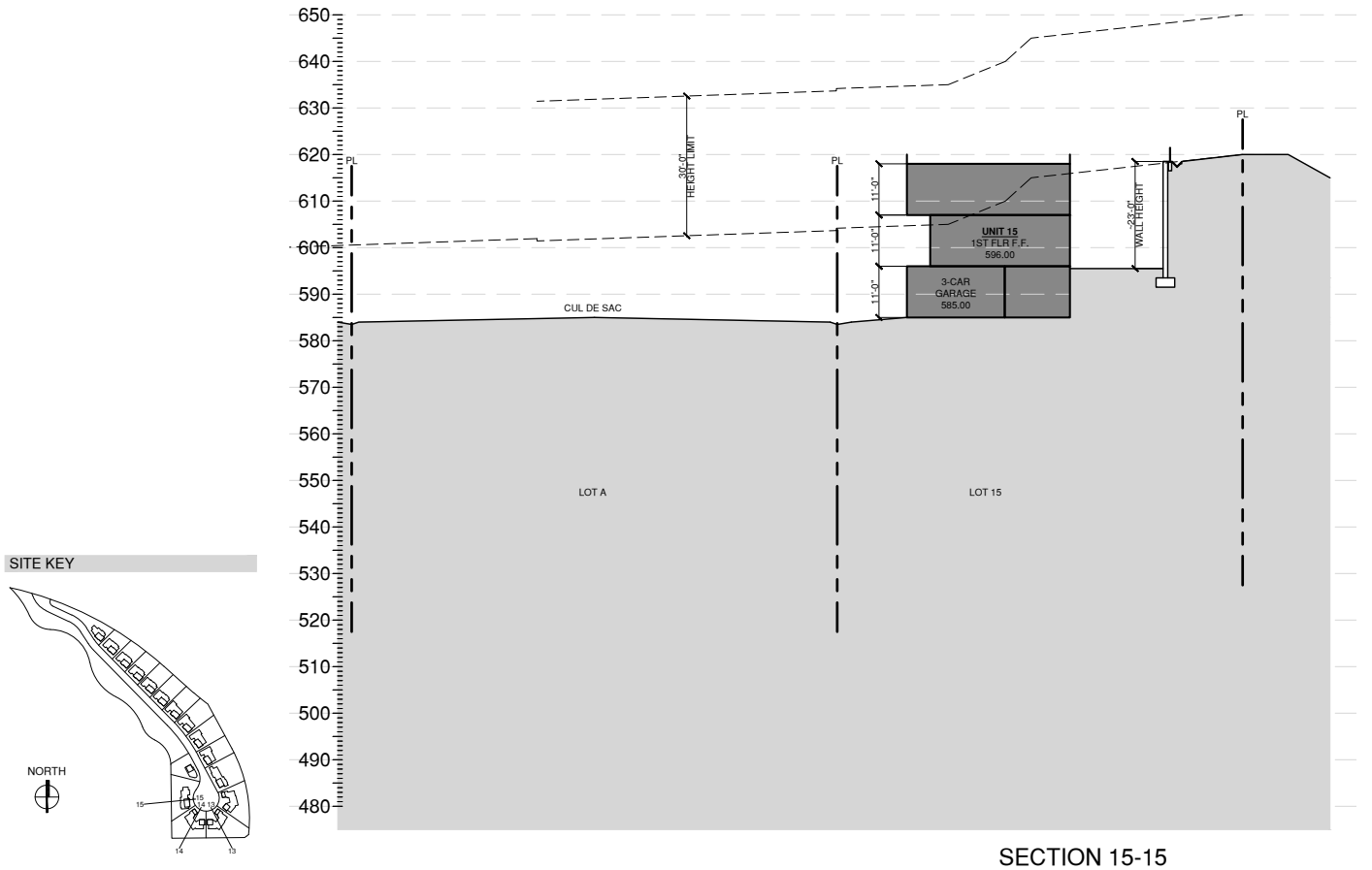
SOURCE: SLSD Inc. 2021

FIGURE **3d1**

Meridian Consultants

Sections Lots 13-14

273-001-19



SECTION 15-15

SITE KEY

0 25 50 100

APPROXIMATE SCALE IN FEET

SOURCE: SLSD Inc. 2021

FIGURE **3d2**

Meridian Consultants

Section Lot 15

273-001-19

SOURCE: 1688 Garvey Sample - March 2021

FIGURE **4**

Meridian Consultants

Site Rendering – View from Southwest

273-001-19

SOURCE: 1688 Garvey Sample - March 2021

FIGURE **5**

Meridian Consultants

Site Rendering – View looking east on Garvey Avenue

273-001-19

SOURCE: 1688 Garvey Sample - March 2021

FIGURE **6**

Meridian Consultants

Site Rendering – View looking west on Garvey Avenue

273-001-19

SOURCE: 1688 Garvey Courtesy Sample - January 2020

FIGURE **7**

Meridian Consultants

Site Rendering – View of Eastern Portion of Specific Plan Area

273-001-19

SOURCE: 1688 Garvey Courtesy Sample - January 2020

FIGURE **8**

Meridian Consultants

Site Rendering – View of Cul-de-sac

273-001-19

SOURCE: 1688 Garvey Courtesy Sample - January 2020

FIGURE **9**

Meridian Consultants

Site Rendering – View of Private Driveway

273-001-19

IV. UTILITIES AND INFRASTRUCTURE

The intent of this section is to ensure that the Specific Plan Area is developed in such a way as to support development of the allowed land uses, and that on-site and off-site infrastructure systems have adequate capacity to serve the 16 single family residences permitted by this Specific Plan.

The Government Code requires that a specific plan include text and diagrams that specify:

> *The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.*

This section of the Specific Plan fulfills this requirement and meets the MPMC requirements for the preparation of specific plans. In addition, this section facilitates orderly development by identifying the utility infrastructure needed to support the allowed residential uses.

A. Street Improvements

One gated access driveway will be provided on West Garvey Avenue. Inbound left and right turn movements into this driveway and outbound right turn only movements are allowed.

Striping modifications on eastbound West Garvey Avenue will be made to add a dedicated right turn lane to enter the Site and an acceleration lane to exit the Site as shown in **Figure 10: West Garvey Avenue Street Improvement Plan.**

The additional improvements described below will also be completed at the intersection of the driveway with West Garvey Avenue:

- Install northbound stop control.
- Construct the northbound approach to provide access for gate turn-around and outbound right turns.
- Reconfigure westbound center median on West Garvey Avenue to provide left turn inbound access.
- Close the existing median gap approximately 200 feet east of the Project driveway;
- Modify striping on eastbound West Garvey Avenue to add a dedicated right turn lane for Site entry and an acceleration lane for Site exit.

B. Water Service

Water service in the City is provided by the City's Water Utility Division. A water line will be extended from West Garvey Avenue in the Private Driveway to serve the residences. The City's water supply comes from production wells located outside the city limits. These wells are in the Main San Gabriel Groundwater

Basin. In addition, the City purchases water from San Gabriel Valley Water Company (SGVWC), which also pumps groundwater from the Main San Gabriel Basin. The water is tested and disinfected with chlorine prior to delivery.

Water use per capita in the City in 2014-2015 was 134 gallons per capita per day.[1] Based on the average household size in the City, the 16 residences permitted in the Specific Plan Area would result in a population increase of 49 residents with an average demand of 6,566 gallons per day of water, or 7.35 acre feet per year. The City's Urban Water Management Plan states the City's average annual water supply is 8,686 acre feet. The Proposed Project would account for approximately 0.08 percent of the total supplies during an average year. As such, the Proposed Project would not result in the need for a new or expanded water treatment facility, and impacts would be less than significant.

C. Wastewater

Wastewater service is provided by the City's Maintenance Services Division and is comprised of 11 subsystems, each of which outlets into regional transmission mains operated by the Los Angeles County Sanitation Districts (LACSD). A sewer line will be extended from West Garvey Avenue in the Private Driveway to serve the residences.

LACSD estimates approximately 80 gallons per person per day of wastewater is generated within the LACSD service area. Wastewater generated by the City is processed at either the Los Coyotes Water Reclamation Plant (LCWRP) or the Long Beach Water Reclamation Plant (LBWRP), which together have a design capacity of 62.5 million gallons per day.[2] With a projected increase of 49 residents, the 16 residences in the Specific Plan Area would generate approximately 3,920 gallons per day of wastewater, or 0.006 percent of the total capacity of the area wastewater treatment plants. No new or expanded wastewater collection or treatment facilities are needed to serve the Specific Plan Area.

D. Drainage

Stormwater conveyance and treatment requirements will meet City and State Water Resources Control Board Municipal Separate Storm Sewer System Requirements. Stormwater will surface flow in the Private Driveway and be collected and filtered in accordance with applicable regulations before being discharged.

E. Gas/Electric/Telecommunications

Dry utilities will be provided by Southern California Edison and the Southern California Gas Company. Communications will be provided by Verizon, and/or similar communications entity. All communication

1 *City of Monterey Park 2015 Urban Water Management Plan*, http://www.montereypark.ca.gov/DocumentCenter/Home/View/5763, August 2016.

2 *City of Monterey Park 2015 Urban Water Management Plan,* http://www.montereypark.ca.gov/DocumentCenter/Home/View/5763, August 2016.

liens will be extended from West Garvey Avenue in the Private Driveway.

F. Solid Waste Disposal

Solid waste disposal and recycling will be accomplished consistent with the City's Solid Waste Management and Recycling Plan. Solid waste collection and disposal services will be provided by Athens Services or similar municipal contract entity.

G. Fire Protection

The Monterey Park Fire Department (MPFD) provides fire service and regulates fire risk in the Specific Plan Area. The MPFD operates three fire stations in the City. The Specific Plan Area falls within the service area of Monterey Park Fire Station 63, located at 704 Monterey Pass Road and approximately one mile away from the Specific Plan Area. All future development within the Specific Plan Area would be subject to the requirements of City's Fire Code (Title 17 of the MPMC). Maps prepared by CAL FIRE do not identify the Specific Plan Area as a very high fire hazard severity zone.[3] The MPFD minimizes fire risk primarily through regulating building design, review of development proposals, and through collection of fees to maintain facilities and equipment.

H. Police Services

Police services would be provided by the Monterey Park Police Department (MPPD). The MPPD operates out of City Hall, 320 West Newmark Avenue, approximately 1.3 miles southeast of the Specific Plan Area.

V. DESIGN GUIDELINES

A. Design Objectives and Intent

This section provides design guidelines for landscaping and architectural design of the single-family residences. Together with the Site Plan and Development Standards, these Design Guidelines are provided to meet the intent of Chapter 21.36 Design Review in the MPMC by:

- Promoting the public health, safety, and general welfare by establishing regulations to preserve and protect existing neighborhoods.
- Preventing the development of structures or uses which are not of acceptable exterior design or appearance or are of inferior quality or likely to have a depreciation or negative effect on the local environment or surrounding area by reason of use, design, appearance, or other criteria.

3 CAL FIRE, Fire Hazard Severity Zones Maps, https://osfm.fire.ca.gov/divisions/wildfire-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/, accessed March 5, 2020.

- Assuring compatibility in the permitted use and enjoyment of property within the Specific Plan Area and the surrounding area by defining Design Guidelines to protect the use, integrity, and character of the neighborhood and surrounding properties.

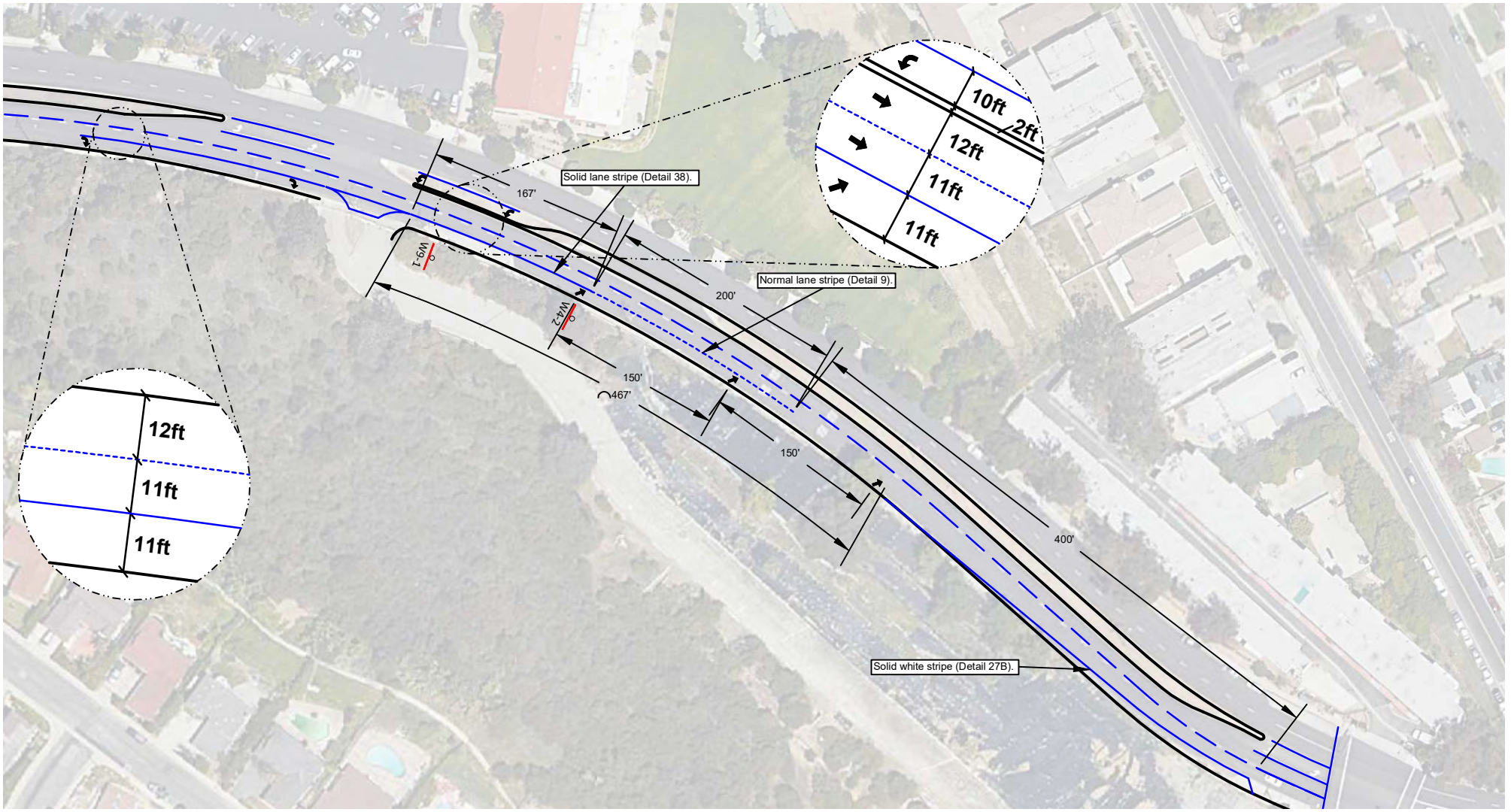
As shown in **Figure 11: Specific Plan Setting**, the residential lots and homes allowed by this Specific Plan are consistent in size with the homes in the surrounding area. Individual residences developed in accordance with these Design Guidelines are exempt from additional Design Review, as defined in Chapter 21.36 in the MPMC.

B. Master Landscape Plan

The master landscape plan is provided in **Figure 12: Master Landscape Plan**. As shown, landscaping, including trees, shrubs, and groundcover will be planted in front of the Site Retaining Walls. Climbing vines may also be planted to grow up these walls. The graded slopes will be planted with native grass and wildflower species. This master landscaping will be maintained by a Homeowners Association.

C. Architectural Design

Figures 13a-d: Conceptual Elevations show the conceptual architectural design for the single-family residences. The lots accommodate eight different floor plans, each of which will be expressed through different exterior massing to ensure variety in the visual character of the residences. All residences will have flat roofs with a unified visual character created by the materials used, including exterior plaster, fiber cement siding and panels, textured stone veneer, colored aluminum frame doors and windows, and vertical wood slats and other wood accents. These color range for these materials will include white, off-white, light and dark grey, and brown.



NOT TO SCALE

SOURCE: 1688 West Garvey Avenue Project Traffic Impact Analysis, Ganddini Group Inc. – January 8, 2021

FIGURE **10**

Meridian Consultants

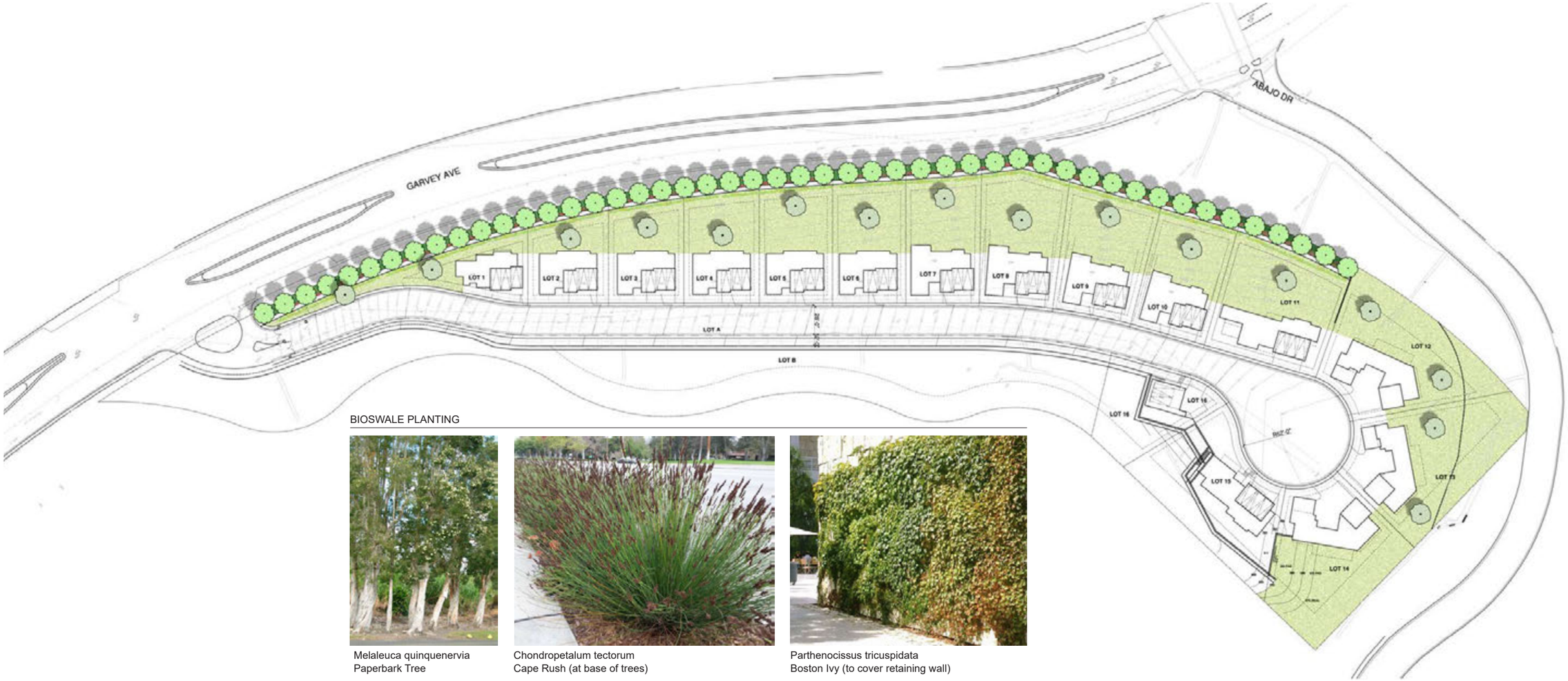
Garvey Avenue Street Improvement Plan

SOURCE: Open Street Map - 2020; Orange Street Studio - 2020

FIGURE **11**

Meridian Consultants

Specific Plan Setting



BIOSWALE PLANTING

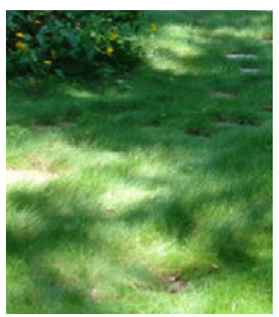
Melaleuca quinquenervia
Paperbark Tree

Chondropetalum tectorum
Cape Rush (at base of trees)

Parthenocissus tricuspidata
Boston Ivy (to cover retaining wall)

HILLSIDE PLANTING

Geijera parviflora
Australian Willow



Native Fescue Mix
(Hydroseed mix for hillside)

California Native Wildflower Mix
(Hydroseed mix for hillside)

0 60 120 240
APPROXIMATE SCALE IN FEET

SOURCE: Orange Street Studio - December 2019

FIGURE **12**

Type B Front Elevation

1. SWISS COFFEE EXTERIOR PLASTER SMOOTH FINISH
2. BROWN FIBER CEMENT SIDING
3. GREY TEXTURED STONE VENEER
4. SECTIONAL GARAGE DOOR
5. DARK BRONZE ALUMINUM THERMALLY CONTROLLED WINDOWS & PATIO DOORS
6. DARK GREY FLAT CANOPY
7. VERTICAL WOOD SLATS
8. GLASS PANEL BALCONY WITH STAINLESS STEEL RAILING
9. LIGHT GREY FIBER CEMENT PANELS

SOURCE: Space Light Structure Design - 2019

FIGURE **13a**

Type B Rear Elevation

1. SWISS COFFEE EXTERIOR PLASTER SMOOTH FINISH
2. BROWN FIBER CEMENT SIDING
3. GREY TEXTURED STONE VENEER
4. SECTIONAL GARAGE DOOR
5. DARK BRONZE ALUMINUM THERMALLY CONTROLLED WINDOWS & PATIO DOORS
6. DARK GREY FLAT CANOPY
7. VERTICAL WOOD SLATS
8. GLASS PANEL BALCONY WITH STAINLESS STEEL RAILING
9. LIGHT GREY FIBER CEMENT PANELS

SOURCE: Space Light Structure Design - 2019

FIGURE **13b**

Meridian Consultants

Conceptual Elevation

273-001-19

Type E Front Elevation

1. SWISS COFFEE EXTERIOR PLASTER SMOOTH FINISH
2. BROWN FIBER CEMENT SIDING
3. GREY TEXTURED STONE VENEER
4. SECTIONAL GARAGE DOOR
5. DARK BRONZE ALUMINUM THERMALLY CONTROLLED WINDOWS & PATIO DOORS
6. DARK GREY FLAT CANOPY
7. VERTICAL WOOD SLATS
8. GLASS PANEL BALCONY WITH STAINLESS STEEL RAILING
9. LIGHT GREY FIBER CEMENT PANELS

SOURCE: Space Light Structure Design - 2019

FIGURE **13c**

Type E Rear Elevation

1. SWISS COFFEE EXTERIOR PLASTER SMOOTH FINISH
2. BROWN FIBER CEMENT SIDING
3. GREY TEXTURED STONE VENEER
4. SECTIONAL GARAGE DOOR
5. DARK BRONZE ALUMINUM THERMALLY CONTROLLED WINDOWS & PATIO DOORS
6. DARK GREY FLAT CANOPY
7. VERTICAL WOOD SLATS
8. GLASS PANEL BALCONY WITH STAINLESS STEEL RAILING
9. LIGHT GREY FIBER CEMENT PANELS

SOURCE: Space Light Structure Design - 2019

FIGURE **13d**

VI. DEVELOPMENT STANDARDS

The purpose of this Section is to provide development standards for review and approval by the City Planner of plans for the single-family residences.

A. Permitted Uses

Single-family residences

B. Open Space

Minimum required: 55,000 square feet of Specific Plan Area

C. Minimum Lot Dimensions

Minimum width: 50

Minimum size: 7,515 square feet

D. Maximum Floor Area Ratio

The maximum Floor Area Ratio for lots 6,000 -10,000 square feet is 0.40 and for lots over 10,000 square feet is 0.35.

E. Building Height

No lot or parcel of land with an average natural grade exceeding three stories or thirty-six (36) feet in height. The maximum allowable height of a structure is measured from the lowest elevation of the existing grade at an exterior wall of the structure to the highest point of the structure.

F. Setbacks

Front: 10 feet

Rear: 25 feet

Side: 5 feet

G. Upper and Lower Site Retaining Walls Height, Finish, and Design

Height:

Lower Site Retaining Wall Maximum Height: 42 Feet

Upper Site Retaining Wall Maximum Height: 45 Feet

Wall Finish:

The Lower Site Retaining Wall will include a natural-looking finish. The wall finish will be selected by the

Owner/Developer from one of the City Council approved options below. No further City approval of the wall finish will be required so long as the Lower Site Retaining Wall substantially conforms with the following options:

Wall Finish Option 1: Rock Finish (Sculpted and stained)

Wall Finish Option 2: Rock Finish (Sculpted and stained)

Wall Finish Option 3: Quarry Finish (Score lines, acid etching, and/or sandblasted finish)

Wall Finish Option 4: Landscaped Finish (Vines planted at the base to cover the wall

The Upper Site Retaining Wall will include a landscaped finish with vines planted at the base to grow up and cover the wall.

Wall Design:

The Lower Site Retaining Wall will include one of the finish options as approved by the City Council described above with trees planted along West Garvey Avenue and shrubs planted at the base of the trees. Any additional details or alternatives to the wall design will be deemed approved by the City, provided the revisions substantially conform to the options and landscaping described herein.

The Upper Site Retaining Wall will include the Landscaped Finish described above with trees planted along the Upper Site Retaining Wall. Any additional details or alternatives to the wall design will be deemed approved by the City, provided the revisions substantially conform to the options and landscaping described herein.

H. Other Fences and Walls on Individual Residential Lots

Maximum height 4 ft. in front yard, 6 ft. elsewhere

Wood and masonry wall and fences are permitted.

No chain link in front yard area.

No barbed wire or other hazardous materials.

I. Parking

Driveway width: 10 ft. minimum.

Lots 1-15: Three (3) Enclosed Parking Spaces Required.

Lot 16: Two (2) Enclosed Parking Spaces Required.

J. Landscaping

Most of the open areas in front of the house exposed to public view, except driveways, parking areas, walkways, utility areas, improved decks, patios, porches, or play areas, must be maintained with a combination of appropriate vegetative landscaping and permeable materials such as mulch, decomposed granite, gravel, stones, and similar permeable materials that allow for infiltration and reduce runoff. Permeable materials must be compacted or secured in such a way as to avoid spreading over any portion of a public sidewalk or street. Appropriate landscaping includes the use of native planting or compatible species of drought-tolerant plants, and synthetic grass with lifelike individual blades of grass that emulates real grass and has a pile height of one and three-fourths-inch or more.

Landscaping must consist of combinations of trees, shrubs, and ground covers with careful consideration given to eventual size and spread, susceptibility to disease and pests, and durability and adaptability to existing soil and climatic conditions.

VII. INDIVIDUAL PROJECT APPROVALS

A. Project Clearances

1. Unless otherwise exempt, the City Planner must issue a Project Clearance before the City can issue a grading permit or building permit.
2. The City Planner cannot issue a Project Clearance unless an Individual Project complies with all applicable provisions of this Specific Plan and other Applicable Law.

B. Findings

A Project Clearance must include written findings by the City Planner that the Individual Project complies with all applicable provisions of this Specific Plan and may only be issued if all the following specific findings can be made:

1. That the proposed development conforms to the applicable policies of the General Plan and the applicable provisions of the zoning regulations within the MPMC.
2. That the proposed development is located on a legally created lot.
3. That the subject property is in compliance with all laws, rules, regulations pertaining to subdivisions, permitted uses, design guidelines, development standards, and any other applicable provisions of the Specific Plan.

In the event of a conflict between the MPMC and the Specific Plan, the Specific Plan takes precedence over the MPMC.

C. Covenant

A Project Clearance must include a requirement that the Individual Permittee either submit evidence of the Individual Permittee previous acceptance of all recorded conditions of approval, or if new conditions of approvals are imposed in the Project Clearance process, record a new agreement (against only those lot(s) affected by the Individual Project) concerning new specific information/conditions contained in the Project Clearance (e.g., Agreement to Comply with Conditions of Approval) before the City issues Occupancy Clearance for that Individual Project.

The agreement must be in a form approved by the City Attorney and include provisions requiring it to run with the land and be binding on any subsequent owners, heirs or assigns. After recordation, a copy bearing the County Recorder's number and date must be given to the City Planner for attachment to the subject case file.

D. Project Clearance Application

An application for Project Clearance must be filed before or concurrently with the application for an Individuals Project's Building Permit on an application form prescribed by the City Planner. An application must be accompanied by an appropriate fee established by City Council resolution.

The property owner must verify the application and submit a title report indicating the record owner at the time of submission of the application and that the Individual Permittee is either the property owner or the agent of the property owner.

1. Materials for Filing

Any Individual Permittee proposing a Project Clearance pursuant to this section should submit the following information:

- 1 copy of the Planning Permit Application.
- 5 copies of the site plan.
- 5 copies of a conceptual grading and improvement plans (as applicable).
- 5 complete sets of full floor plans and full elevation drawings.
- 5 copies of roof plans.
- 5 copies landscape plans. (as applicable).
- 1 copy of above exhibits reduced to 11"x 17."
- 1 copy of hydrologic analysis report/ memo.
- 1 copy of soils report.

- Mailed Noticing Packet.
- 1 sample board, no larger than 8.5" x 14," showing proposed colors and materials, including window glass specification.
- Applicable fees.

E. City Planner's Review

In approving a Project Clearance for an Individual Project, the City Planner may impose only those applicable conditions of approval/mitigation measures that were previously imposed in connection with the approval of the Specific Plan, with the exception that new conditions may be imposed as necessary to ensure the Specific Plan is effectively implemented for the Individual Project being reviewed (e.g., construction notifications, construction buffering requirements, construction monitoring efforts).

1. **Development Configuration Matching Project Approval**. If the Individual Project is consistent with the development reflected in this Specific Plan and the City Planner determines that the Project Clearance complies with all other applicable requirements of the 1688 West Garvey Avenue Specific Plan, the City Planner may impose any applicable conditions of approval/ mitigation measures appropriate for the Individual Project and may issue a Project Clearance conditioned upon the implementation of those conditions/mitigation measures.
2. **Finding of Inconsistency**. If the City Planner finds the Individual Project is inconsistent with Applicable Law, including this Specific Plan, the City Planner must deny the application in writing. The written denial will identify the reasons for inconsistency. The Permittee may amend its application or appeal the City Planner's decision in accordance with MPMC.

F. Rights Granted Under Project Clearance

A Project Clearance indicates compliance with this Specific Plan and the Applicable Law.

G. Project Clearance Expiration

1. A Project Clearance remains valid if it meets all requirements of this Specific Plan and the Project Clearance.
2. A Project Clearance for an Individual Project expires 24 months after the approval date, unless within such period physical construction of the Individual Project commences, and/or the beginning of the authorized use commences, or the City grants a time extension in accordance with this Section.
3. The City Planner may grant a 24 month extension, for good cause shown, before the initial time period expires.
4. Upon a Project Clearance expiration, all entitlements are void.

VIII. ADMINISTRATION

A. Introduction

The Specific Plan applies to any of the following within the Specific Plan Area boundaries:

All required permits/approvals must be obtained before the proposed use and any structures related to the proposed use are constructed, otherwise established, or put into operation. Unless specified otherwise, the Specific Plan will be administered and enforced by the City Planner, Planning Commission, and City Council. Applications must be processed and approved by the applicable requirements and findings of this Specific Plan.

B. Municipal Code References

In the event of a conflict between the MPMC and the Specific Plan, the Specific Plan takes precedence over the MPMC. The City Planner is authorized to provide administrative determinations regarding the Specific Plan. Such administrative determinations must be in writing and may be appealed in accordance with the MPMC.

This Specific Plan provides the entire zoning for the Specific Plan Area. The entire property is zoned "1688 West Garvey Specific Plan," and the applicable zoning regulations for 1688 West Garvey Specific Plan Area are those set forth in this Specific Plan.

C. City Planner Authority

The City Planner has the authority to implement this Specific Plan in accordance with Applicable Law.

D. Amendments

1. This Specific Plan may be amended in the same manner as required for the adoption of a specific plan.
2. The City may initiate amendments to any portion of this Specific Plan.
3. The following changes to the Specific Plan require a Specific Plan amendment:
    a. Changes to the text or maps other than the addition of information that does not change the effect of any regulation.
    b. Increase in the number of residences permitted.
    c. Changes in standards or regulations, including landscaping and design standards.

E. Administrative Modifications

1. The City Planner is authorized to make technical corrections, in a form approved by the City Attorney, to maps, diagrams, tables, and other similar documents that may be required to reconcile the changes made by this Specific Plan with the Development Plan and Applicable Law.

2. In addition, the City Planner is authorized to make the following technical amendments, in a form approved by the City Attorney:
    a. Realignment or modifications to internal streets serving the project, lot lines, easement locations and grading adjustments, if approved by the City Engineer.
    b. Minor modification to design criteria such as paving treatments, architectural details, and related criteria.
    c. Minor modification to landscape treatments, provided the modifications are in substantial conformance with the purpose and intent of the specified design criteria.

F. California Environmental Quality Act

An environmental impact report was prepared and certified for the 1688 West Garvey Ave. Specific Plan Project. Consistent with CEQA Guidelines § 15182(c), Project Clearances for residences determined to be consistent with this Specific Plan are exempt from CEQA, if none of the events described in § 15162 of the CEQA Guidelines requiring additional environmental review have occurred after adoption of this Specific Plan.

G. Miscellaneous

Any time limit established by this Specific Plan may be extended by mutual agreement between the applicant and the City Planner, the Planning Commission, or the City Council.

H. Noticing

All noticing required by the Specific Plan will be accomplished at the cost of the applicant seeking a Project Clearance, or other action in accordance with this Specific Plan.

1. Not less than 10 calendar days before the City Planner issues a Project Clearance, a Notice of the City's Intent to Issue Project Clearance must be provided to the public and all individual lot owners located within the Specific Plan Area.
2. In addition to all other noticing required by applicable law, not less than 10 calendar days before the City adopts a Specific Plan Amendment, a Notice of the City's Intent to Adopt a Specific Plan Amendment must be provided the public and all individual lot owners located within the Specific Plan Area.

IX. APPEALS

A. Appeals of Final Actions by the City Planner and Planning Commission.

1. Appeal of Director actions. All final actions and decisions of the City Planner authorized by this Specific Plan may be appealed to the Planning Commission. All such appeals must be filed in writing with the Planning Commission Secretary.

2. Appeal of Planning Commission actions. All final actions and decisions of the Planning Commission may be appealed to the City Council. All such appeals must be filed in writing with the City Clerk.
3. Persons eligible to file an appeal. Any person may appeal a decision or action of the City Planner or Planning Commission in accordance with this Specific Plan.

B. Time Limits for Appeal

All appeals must be filed within 10 calendar days of the date of the rendering of the decision. If the tenth day occurs on a holiday or weekend, the appeal period is extended to the next City business day. No appeal can be accepted after the appeal period expires.

C. Stay

The timely filing of an effective appeal or the timely adoption by the City Council of an order of review stays a decision to which the appeal or order of review relates, pending a review of the matter.

D. Form

1. All appeals must be submitted in writing on a form to be provided by the City. The appeal must specifically state the grounds for the appeal and specifically state instances in which the reviewing official or body erred in reaching the determination.
2. An appeal fee must be paid concurrently with filing of the appeal in accordance with the fee schedule established by City Council resolution.

E. Processing

Within 14 calendar days upon receipt of an appeal, the Planning Commission Secretary (in the case of an appeal of a Director decision) or the City Clerk (in the case of an appeal of a decision by the Planning Commission) must set the matter for public hearing.

F. Review by City Council

Notwithstanding any other provision of this Specific Plan, the City Council may issue an order for a de novo review of a Planning Commission decision. Such an order must be entitled an "order of review."

G. Findings

All actions to affirm, reverse, or modify in whole or part any decision of the City Planner or Planning Commission must be made by resolution stating the findings for the affirmation, reversal, or modification.

H. Noticing

Notice of time and place of a public hearing for an appeal must be given in accordance with Applicable Law.

EXHIBIT C
Vesting Tentative Map Resolution

RESOLUTION NO.

A RESOLUTION APPROVING VESTING TENTATIVE MAP NO. 21-01 (VTM-21-01) TO SUBDIVIDE THE 6.22-ACRE PROJECT SITE AT 1688 WEST GARVEY AVENUE TO CREATE A 18-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT

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

SECTION 1: The City Council finds and declares that:

A. Applications were submitted by Center Int'l Investments, Inc., for approval of approval of a Zone Change from R-3 to Specific Plan (ZC-21-01), the 1688 West Garvey Avenue Specific Plan (SP-21-01), a Vesting Tentative Map No. 21-01 (VTM-21-01), and a Development Agreement (DA-21-01), to allow 16 single family residential lots with the 1688 West Garvey Avenue Residential project (the "Project"), located south of the roadway of West Garvey Avenue between Casuda Canyon Drive and Abajo Drive (the "Property").

B. The City Council reviewed the proposed Project and related environmental aspects of the Project as required by the MPMC at the June 16, 2021, public hearing; and

C. The City Council has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of June 16, 2021.

SECTION 2: *Environmental Assessment*. The findings, conclusions, and final environmental impact report ("FEIR") set forth in Resolution No. ___, adopted June 16, 2021 is incorporated by reference. The City Council relies upon Resolution No. XX when adopting this Resolution.

SECTION 3: *Vesting Tentative Map Findings*. The City Council finds as follows pursuant to Government Code § 66474 and MPMC Title 20:

A. The proposed vesting tentative map will be consistent with applicable general and specific plans as required by Government Code § 66473.5. The vesting tentative map for this Project would allow 16 single family residences to be constructed on the site. The Project site is accessible from West Garvey Avenue a Minor Arterial Roadway, which is adequate in size and capacity to accommodate the anticipated traffic that will be generated by the proposed development.

B. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans. The design of the proposed Project is consistent with the General Plan in that the project is a 16-lot residential project, which is compatible with the Specific Plan for this site as adopted by Ordinance No. XXXX.

C. The site is physically suitable for the type of development and the proposed density of the development. The Project site is 6.22-acres in size; and will

accommodate the type and density of the Project, which is 2.6 dwelling units per acre.

D. The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The subject property is bordered by residentially developed lots to the north, south, east, and west. There are no rare plants, wild animals nor cultural, historical, or scenic aspects within the surrounding area. The property is not located within a natural watershed or wildlife corridor and therefore is not likely to disrupt environmentally sensitive areas outside of the immediate Project area.

E. The design of the subdivision or the type of improvements is not likely to cause serious public health problems. The proposed subdivision will not cause any public health problems in that the subject development will be constructed according to all City, State, and federal regulations and specifications. The site on which the Project is located is not identified as a hazardous site and is not located in close proximity to any known health hazards. The type of use of the property is to be residential, which is unlikely to result in serious health problems.

F. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within proposed subdivision. There are no public easements for access within the proposed development.

SECTION 4: *Approvals.* Subject to the Zone Change to Specific Plan approved by Ordinance No. XXX along with conditions listed in attached Exhibit 2 which is incorporated into this Resolution by reference, the City Council approves Vesting Tentative Map No. 21-01 (Exhibit 1).

SECTION 5: *Reliance on Record*. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

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

SECTION 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: *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 9: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

SECTION 10: A copy of this Resolution will be mailed to the applicant and to any other person requesting a copy.

SECTION 11: This Resolution will become effective immediately upon adoption.

ADOPTED AND APPROVED this 16th day of June 2021.

_____
Yvonne Yiu, Mayor

ATTEST:

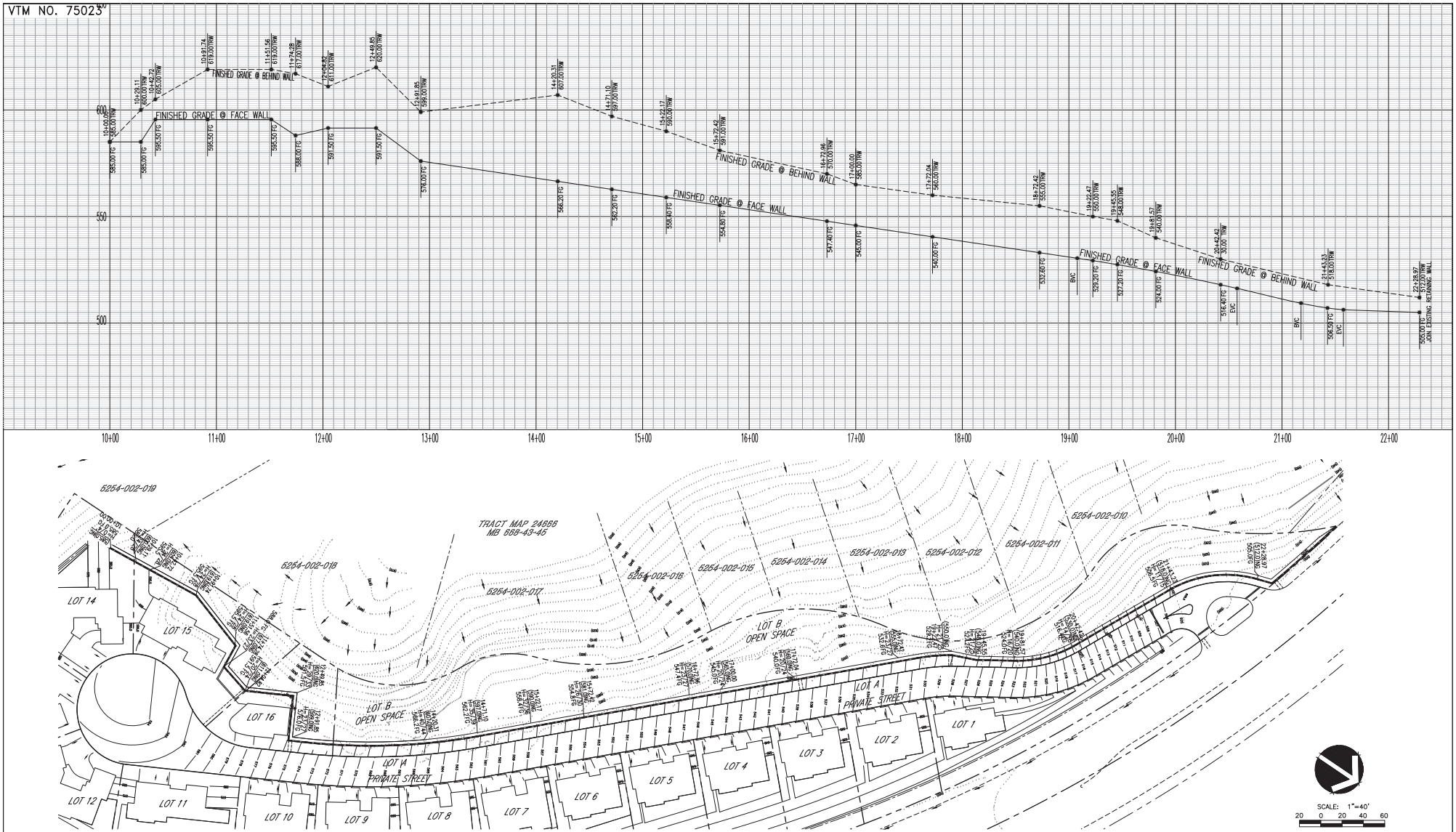
_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

EXHIBIT 1

VESTING TENTATIVE MAP (VTM-21-01)



CITY OF MONTEREY PARK

VESTING TENTATIVE MAP 75023

1688 W. GARVEY AVENUE

CONCEPTUAL RETAINING WALL PLAN & PROFILE (WALL NO. II – UPPER RETAINING WALL)

APPROVED

PRINT: 2021-06-08

SHEET 8 OF 8

CONSTRUCTION MANAGEMENT:	DEVELOPER:	PROJECT ARCHITECT	SOIL / GEOTECHNICAL ENGINEER:	CIVIL ENGINEER:
KCM GROUP	CENTER INT'L INVESTMENTS, INC.	SLSD	ADVANCED GEOTECHNICAL SOLUTIONS, INC.	FOCUS ENGINEERING, INC. CIVIL ENGINEERS LAND SURVEYORS
1940 GARNET AVENUE, SUITE 300 SAN DIEGO, CA 92109 TEL: (858) 273-5400 FAX: (858) 273-5455	501 W. GARVEY AVE. #207 MONTEREY PARK, CA 91754 TEL: (626) 379-3268 FAX: (626) 282-8605	1414 FAIR OAKS AVENUE, STE 2 SOUTH PASADENA, CA 91030 TEL.: (626) 799-8818 FAX.: (626) 799-8823	485 CORPORATE DRIVE, SUITE B ESCONDIDO, CA 92029 TEL: (714) 786-5661 FAX. (714) 409-3287	25 MAUCHLY, SUITE 317 IRVINE, CA 92618 TEL (949) 450-0590 FAX. (949) 450-0592
E-MAIL: www.kcmgroup.net	E-MAIL: www.centerintinvestments.com	E-MAIL: www.slsdinc.com	E-MAIL: www.adv-geosolutions.com	E-MAIL: focusengring@sbcglobal.net

REGISTERED PROFESSIONAL ENGINEER CHIA-LIN LIU No. 41497 EXP. 12/31/21 CIVIL STATE OF CALIFORNIA

REVISIONS

NO.	DATE	DESCRIPTION

VTM NO. 75023

VESTING TENTATIVE MAP NO. 75023
CITY OF MONTEREY PARK, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 1 OF TRACT NO. 34875, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 932, PAGE 16 TO 18 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY OF SAID COUNTY. JUNE 2021

GENERAL NOTES:

CURRENT ZONING: HIGH-DENSITY RESIDENTIAL (R-3)
PROPOSED ZONING: 1688 WEST GARVEY SPECIFIC PLAN

SPECIFIC PLAN #

1. EXISTING CONTOUR INTERVAL = 5 FEET (PROVIDED BY PROJECT SURVEYOR)
2. TOTAL NUMBER OF LOTS:
   16 NUMBER LOTS
   2 LETTER LOTS – LOT "A" FOR PRIVATE STREET / FIRE LANE / PUBLIC SEWER, WATER & UTILITIES / PRIVATE STORM DRAIN & DRAINAGE PURPOSES.
   LOT "B" FOR OPEN SPACE
3. TOTAL GROSS AREA = 6.222 ACRES;
4. GARVEY AVENUE IS A PUBLIC STREET.
5. ALL PROPOSED SLOPES ARE 2 TO 1 (H:V) MAXIMUM UNLESS OTHERWISE SHOWN ON THE PLAN.
6. LOT DIMENSIONS SHOWN HEREON ARE APPROXIMATE.
7. BUILDING SETBACK LINES SHALL BE SET AS FOLLOWING UNLESS WHERE NOTED:
   FRONT YARD: 10'
   SIDE YARD: 5' MINIMUM
   REAR YARD: 20' MINIMUM
8. THE PROJECT SHALL BE COMPLIANCE WITH APPENDIX 33 OF THE CURRENT EDITION OF THE UNIFORM BUILDING CODE,
9. THIS IS A ONE PHASE PROJECT.
10. THE VTM INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND.
11. PARKING ON ONE SIDE OF THE PRIVATE STREET WILL BE ALLOWED.
12. THIS IS A PROPOSED GATED DEVELOPMENT PROJECT.
13. ALL PRIVATE STREET, RETAINING WALL, DRAINAGE FACILITY, BACKYARD DRAINAGE SYSTEM, LIGHTING, ENGINEERING SLOPE WITHIN THE PROJECT BOUNDARY WILL BE MAINTAINED BY HOMEOWNER ASSOCIATION (HOA).
14. ALL UTILITY SERVICES, WHICH INCLUDES BUT NOT LIMITED, SEWER, WATER, POWER, GAS, TELEPHONE, TRASH COLLECTION AND CABLE TV WITHIN LOT A AND PUBLIC UTILITY EASEMENT WILL BE MAINTAINED BY PUBLIC UTILITY PROVIDERS AS PUBLIC UTILITIES.
15. HAUL ROUTE AND POTENTIAL DISPOSAL SITE TO BE DETERMINED BY GENERAL CONTRACTOR. IT SHOULD BE SUBMIT TO CITY FOR REVIEW AND APPROVAL PRIOR TO ISSUANCE THE GRADING PERMIT.

LEGAL DESCRIPTION

THAT PORTION OF 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 TO 18 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR PARCEL NUMBERS:

5254-002-031

BASIS OF BEARINGS

THE BEARING N 48°09'09" W OF THE CENTERLINE OF GARVEY AVENUE AS SHOWN ON TRACT MAP NO. 34875, FILED IN BOOK 932, PAGES 16 THROUGH 18 OF PARCEL MAPS, IS TAKEN AS THE BASIS OF BEARINGS OF THIS PROJECT.

EASEMENT NOTES:

ACCORDING TO THE PRELIMINARY TITLE REPORT, PREPARED BY WFG NATIONAL TITLE COMPANY OF CALIFORNIA, DATED SEPTEMBER 30, 2016, THE FOLLOWING EASEMENTS ARE AFFECT TO THE PROPERTY:

ITEM 3: AN EASEMENT FOR WATER LINE PURPOSES PURPOSES AS DISCLOSED BY DEED RECORDED IN BOOK 4512, PAGE 282 OF OFFICIAL RECORDS. SAID EASEMENT IS BLANKET IN NATURE.

ITEM 6 AND 7: AN EASEMENT FOR THE SLOPE PURPOSES BY JUDGMENT RECORDED JANUARY 8, 1965 AS INSTRUMENT NO. 4319 OF OFFICIAL RECORDS AND SHOWN ON THE RECORDED TRACT MAP 34875, AS PER MAP RECORDED IN BOOK 932, PAGES 16 TO 18 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AN EASEMENT WILL BE DEDICATED OVER LOT "A" FOR THE PUBLIC SEWER AND WATER.

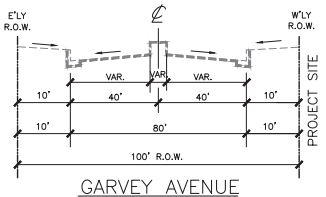
AN BACKYARD DRAINAGE EASEMENT WILL BE DEDICATED TO HOMEOWNER ASSOCIATES (HOA) FOR MAINTENANCE PURPOSE AS SHOWN ON THE PLAN.

LEGEND:

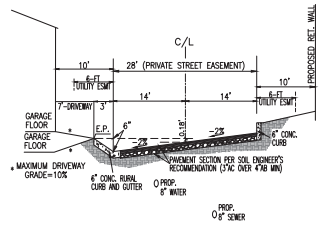
TC	TOP OF CURB		RETAINING WALL
FL	FLOW LINE	(120)	EXISTING ELEVATION
FS	FINISHED SURFACE	120	PROPOSED ELEVATION
FG	FINISHED GRADE	TBM	TEMPORY BENCH MARK
FF	FINISHED FLOOR	BM	BENCH MARK
GF	GARAGE FLOOR	C	CUT
PAD	PAD	F	FILL
TW	TOP OF WALL	N	NATURAL
TF	TOP OF FOOTING		PROPERTY LINE
H	HEIGHT		EXISTING CONTOURS
L	LENGTH		PROPOSED CONTOURS
P	PROPERTY LINE		LIMIT OF OVEREXCAVATION
R/W	RIGHT-OF-WAY		CUT/FILL DAYLIGHT LINE
☼	PARKING AREA LIGHT		

NOTE:
SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A PERMIT TO EXCAVATE WILL BE VALID. FOR YOUR DIG ALERT ID NUMBER CALL UNDERGROUND SERVICE ALERT
TOLL FREE "811"
TWO WORKING DAYS BEFORE YOU DIG.

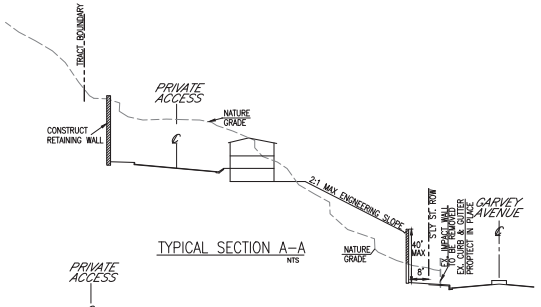
DIGALERT
DIAL BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 811
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT



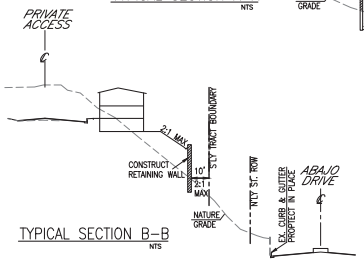
GARVEY AVENUE
NTS



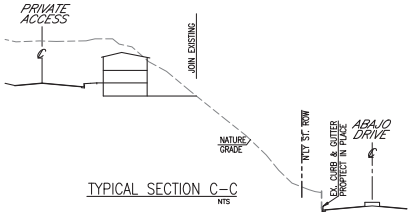
TYPICAL PRIVATE STREET SECTION
(ON-SITE STREET – GENERAL)
(TI=35; R PER SOIL ENGINEER'S FIELD TESTING DATA)
NOT TO SCALE
RURAL STYLE STREET SECTION PER CITY STANDARD PAVEMENT SECTION PER SOIL ENGINEER'S RECOMMENDATION (3"AC OVER 4"AB MIN)



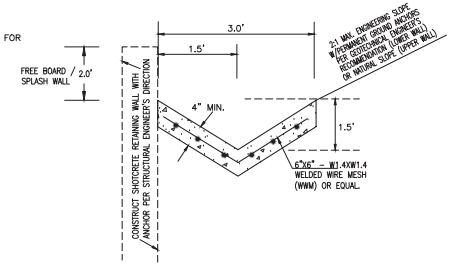
TYPICAL SECTION A-A
NTS



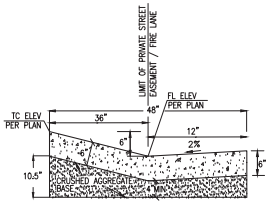
TYPICAL SECTION B-B
NTS



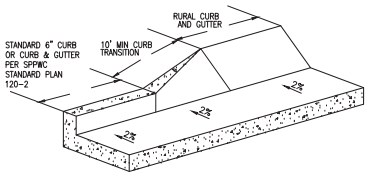
TYPICAL SECTION C-C
NTS



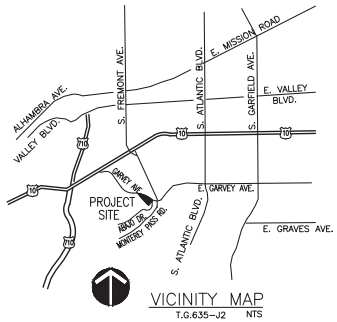
RETAINING WALL FREE BOARD & V-DITCH
TYPICAL SECTION
SCALE: NONE



RURAL CURB & GUTTER
TYPICAL SECTION
SCALE: NONE



CURB TRANSITION DETAIL
SCALE: NONE



VICINITY MAP
T.G.635-J2 NTS

SHEET INDEX:

SHEET 1: TITLE SHEET
SHEET 2: VESTING TENTATIVE MAP
SHEET 3: EXISTING SITE & DEMO PLAN
SHEET 4: CONCEPTUAL SITE GRADING
SHEET 5: CONCEPTUAL SITE SEWER AND WATER PLAN
SHEET 6: CONCEPTUAL SITE DRAINAGE PLAN
SHEET 7: CONCEPTUAL LOWER RETAINING WALL (WALL #1) PLAN & PROFILE
SHEET 8: CONCEPTUAL UPPER RETAINING WALL (WALL #2) PLAN & PROFILE

CITY OF MONTEREY PARK – UTILITIES NOTIFICATION LIST

CITY OF MONTEREY PARK
320 WEST NEWMARK AVENUE
MONTEREY PARK, CA 91754-2896
(626) 307-1320

SOUTHERN CALIFORNIA EDISON COMPANY
1000 POTRERO GRANDE DRIVE
MONTEREY PARK, CA 91754
(800) 319-8765

SOUTHERN CALIFORNIA GAS
1801 S. ATLANTIC BOULEVARD
MONTEREY PARK, CA 91754
(323) 881-8002

PACIFIC BELL COMPANY
(626) 339-7200

Underground Service Alert
(800) 227-2600

CHARTER COMMUNICATION (Cable TV)
(626) 537-6100

EARTHWORK:

RAW CUT:	103700 C.Y.
RAW FILL:	3200 C.Y.
KEYWAY (CUT):	C.Y.
REMEDIAL REMOVEAL:	C.Y.
SHRINKAGE:	10.0%
BULKING (GENERAL)	7.5%
BULKING (LANDSLIDE AREA)	5.0%
EXPORT VOLUME	100.500 C.Y.

NOTE:
EXISTING TOPOGRAPHIC AND BOUNDARY INFORMATION ARE PREPARED BY:
EADSON & ASSOCIATES, INC.
14125 TELEPHONE AVE., STE 1
CHINO, CA 91710
(909) 364-1681; (909) 364-1781 (FAX)

IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EXISTING DATA PRIOR TO ANY CONSTRUCTION.

CONSTRUCTION MANAGEMENT:
KCM GROUP
1940 GARNET AVENUE, SUITE 300
SAN DIEGO, CA 92109
TEL: (858) 273-5400
FAX: (858) 273-5455
E-MAIL: www.kcmgroup.net

DEVELOPER:
CENTER INT'L INVESTMENTS, INC.
501 W. GARVEY AVE. #207
MONTEREY PARK, CA 91754
TEL: (626) 379-3268
FAX: (626) 282-8605
E-MAIL: www.centerintinvestments.com

PROJECT ARCHITECT
SLSD
1414 FAIR OAKS AVENUE, STE 2
SOUTH PASADENA, CA 91030
TEL.: (626) 799-8818
FAX.: (626) 799-8823
E-MAIL: www.slsdinc.com

SOIL / GEOTECHNICAL ENGINEER:
ADVANCED GEOTECHNICAL SOLUTIONS, INC.
485 CORPORATE DRIVE, SUITE B
ESCONDIDO, CA 92029
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FAX. (714) 409-3287
E-MAIL: www.adv-geosolutions.com

CIVIL ENGINEER:
FOCUS ENGINEERING, INC.
CIVIL ENGINEERS LAND SURVEYORS
25 MAUCHLY, SUITE 317
IRVINE, CA 92618
TEL (949) 450-0590
FAX. (949) 450-0592
E-MAIL: focusengring@sbcglobal.net

REGISTERED PROFESSIONAL ENGINEER CHIA-LIN LIU No. 41497 EXP. 12/31/21 CIVIL STATE OF CALIFORNIA

REVISIONS

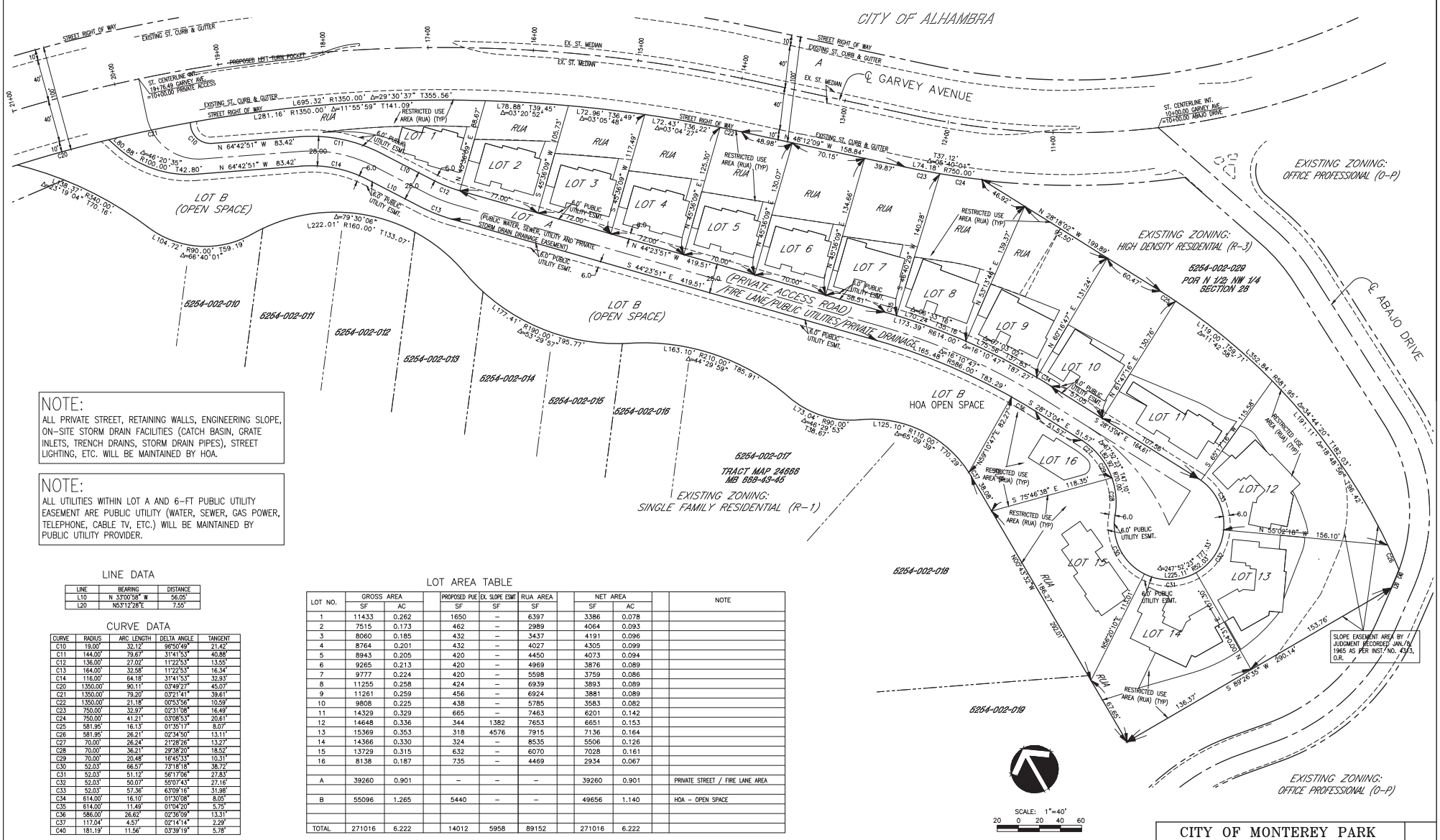
NO.	DATE	DESCRIPTION

CITY OF MONTEREY PARK
VESTING TENTATIVE MAP 75023
1688 W. GARVEY AVENUE
TITLE SHEET

APPROVED
PRINT: 2021-06-08

SHEET 1 OF 8

VTM NO. 75023



NOTE:
ALL PRIVATE STREET, RETAINING WALLS, ENGINEERING SLOPE, ON-SITE STORM DRAIN FACILITIES (CATCH BASIN, GRATE INLETS, TRENCH DRAINS, STORM DRAIN PIPES), STREET LIGHTING, ETC. WILL BE MAINTAINED BY HOA.

NOTE:
ALL UTILITIES WITHIN LOT A AND 6-FT PUBLIC UTILITY EASEMENT ARE PUBLIC UTILITY (WATER, SEWER, GAS POWER, TELEPHONE, CABLE TV, ETC.) WILL BE MAINTAINED BY PUBLIC UTILITY PROVIDER.

LINE DATA

LINE	BEARING	DISTANCE
L10	N 33°00'58" W	56.05'
L20	N53°12'28"E	7.55'

CURVE DATA

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT
C10	19.00'	32.12'	96°50'49"	21.42'
C11	144.00'	79.67'	31°41'53"	40.88'
C12	136.00'	27.02'	11°22'53"	13.55'
C13	164.00'	32.58'	11°22'53"	16.34'
C14	116.00'	64.18'	31°41'53"	32.93'
C20	1350.00'	90.11'	03°49'27"	45.07'
C21	1350.00'	79.20'	03°21'41"	39.61'
C22	1350.00'	21.18'	00°53'56"	10.59'
C23	750.00'	32.97'	02°31'08"	16.49'
C24	750.00'	41.21'	03°08'53"	20.61'
C25	581.95'	16.13'	01°35'17"	8.07'
C26	581.95'	26.21'	02°34'50"	13.11'
C27	70.00'	26.24'	21°28'26"	13.27'
C28	70.00'	36.21'	29°38'20"	18.52'
C29	70.00'	20.48'	16°45'33"	10.31'
C30	52.03'	66.57'	73°18'18"	38.72'
C31	52.03'	51.12'	56°17'06"	27.83'
C32	52.03'	50.07'	55°07'43"	27.16'
C33	52.03'	57.36'	63°09'16"	31.98'
C34	614.00'	16.10'	01°30'08"	8.05'
C35	614.00'	11.49'	01°04'20"	5.75'
C36	586.00'	26.62'	02°36'09"	13.31'
C37	117.04'	4.57'	02°14'14"	2.29'
C40	181.19'	11.56'	03°39'19"	5.78'

LOT AREA TABLE

LOT NO.	GROSS AREA SF	GROSS AREA AC	PROPOSED PUE SF	EX. SLOPE ESMT SF	RUA AREA SF	NET AREA SF	NET AREA AC	NOTE
1	11433	0.262	1650	–	6397	3386	0.078	
2	7515	0.173	462	–	2989	4064	0.093	
3	8060	0.185	432	–	3437	4191	0.096	
4	8764	0.201	432	–	4027	4305	0.099	
5	8943	0.205	420	–	4450	4073	0.094	
6	9265	0.213	420	–	4969	3876	0.089	
7	9777	0.224	420	–	5598	3759	0.086	
8	11255	0.258	424	–	6939	3893	0.089	
9	11261	0.259	456	–	6924	3881	0.089	
10	9808	0.225	438	–	5785	3583	0.082	
11	14329	0.329	665	–	7463	6201	0.142	
12	14648	0.336	344	1382	7653	6651	0.153	
13	15369	0.353	318	4576	7915	7136	0.164	
14	14366	0.330	324	–	8535	5506	0.126	
15	13729	0.315	632	–	6070	7028	0.161	
16	8138	0.187	735	–	4469	2934	0.067	
A	39260	0.901	–	–	–	39260	0.901	PRIVATE STREET / FIRE LANE AREA
B	55096	1.265	5440	–	–	49656	1.140	HOA – OPEN SPACE
TOTAL	271016	6.222	14012	5958	89152	271016	6.222	

SCALE: 1"=40'
20 0 20 40 60

CITY OF MONTEREY PARK

VESTING TENTATIVE MAP 75023
1688 W. GARVEY AVENUE
VESTING TENTATIVE MAP

SHEET 2 OF 8

APPROVED

PRINT: 2021-06-08

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CIVIL ENGINEERS LAND SURVEYORS
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IRVINE, CA 92618
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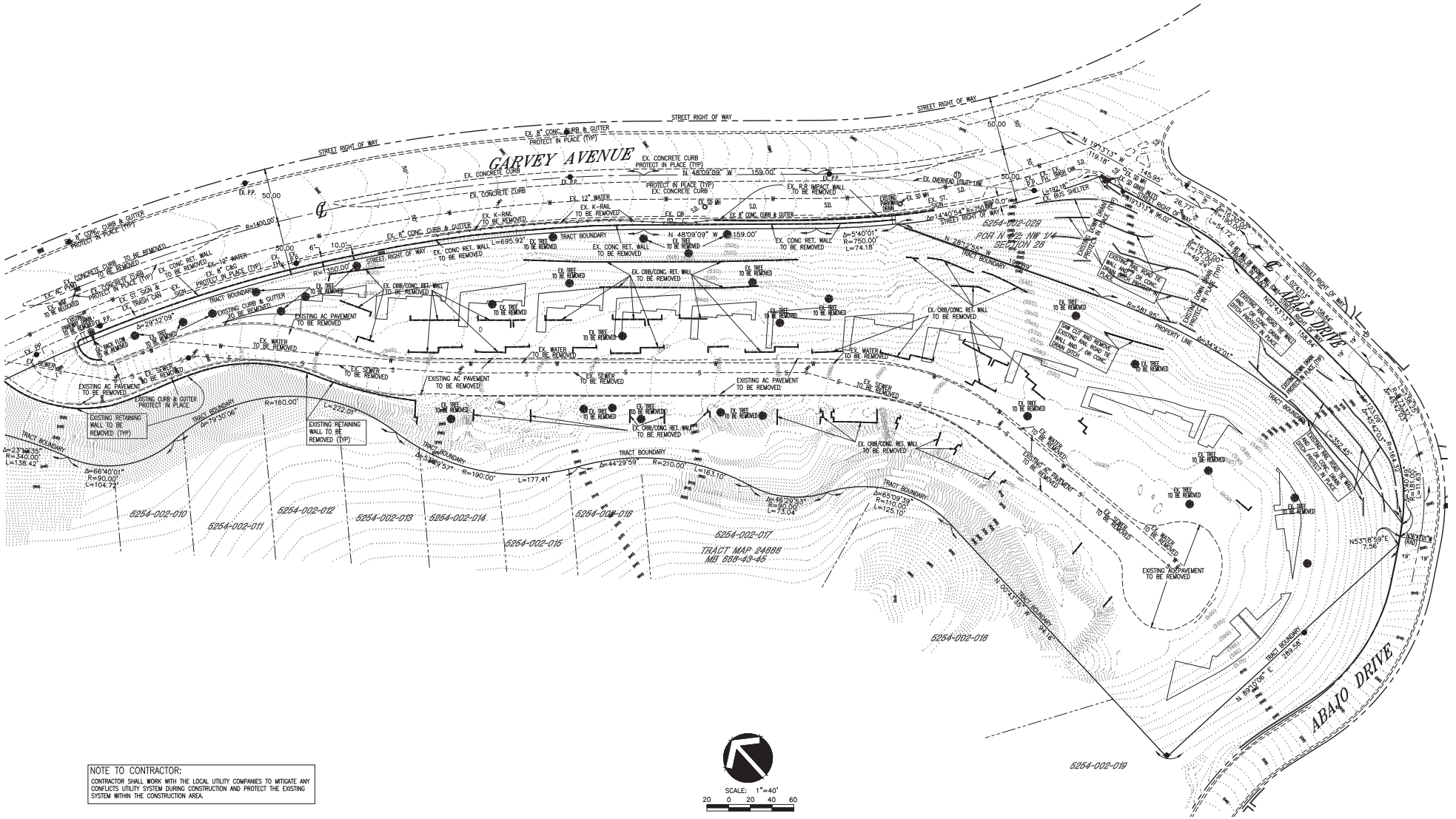
REGISTERED PROFESSIONAL ENGINEER CHIA-LIN LIU No. 41497 EXP. 12/31/21 CIVIL STATE OF CALIFORNIA

REVISIONS

NO.	DATE	DESCRIPTION

VTM NO. 75023


GARVEY AVENUE
ABAJO DRIVE
STREET RIGHT OF WAY
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EX. CONCRETE CURB PROTECT IN PLACE (TYP)
EX. CONCRETE CURB
EX. 12" WATER
EX. K-RAIL TO BE REMOVED
EX. 8" CONC. CURB & GUTTER
EX. CONC RET. WALL TO BE REMOVED
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TRACT BOUNDARY
EX. CRB/CONC. RET. WALL TO BE REMOVED
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EXISTING CURB & GUTTER TO BE REMOVED
EXISTING AC PAVEMENT TO BE REMOVED
EXISTING RETAINING WALL TO BE REMOVED (TYP)
EXISTING RETAINING WALL TO BE REMOVED
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EX. SIGN
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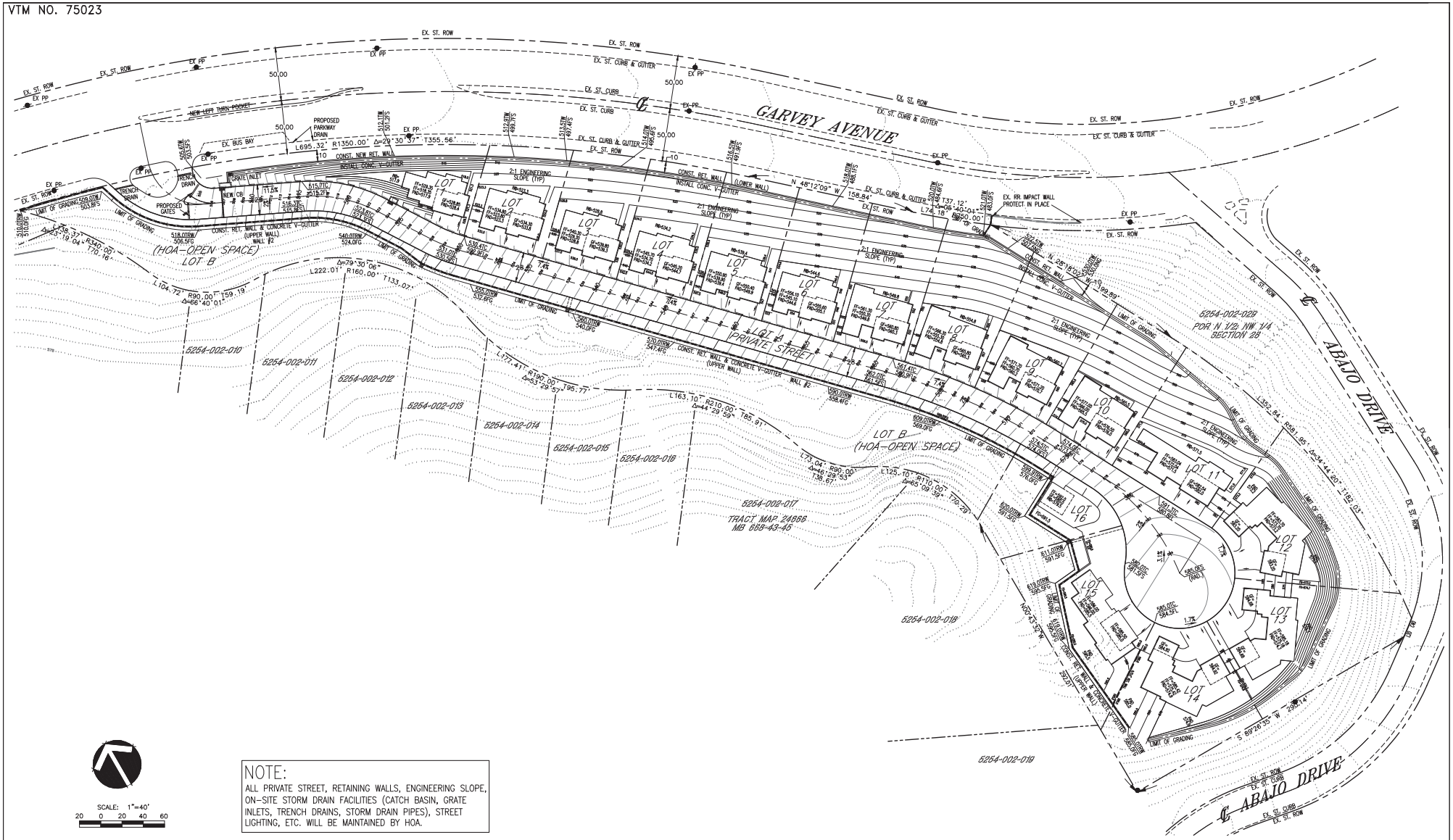
EX. TREE

VTM NO. 75023



NOTE:
ALL PRIVATE STREET, RETAINING WALLS, ENGINEERING SLOPE, ON-SITE STORM DRAIN FACILITIES (CATCH BASIN, GRATE INLETS, TRENCH DRAINS, STORM DRAIN PIPES), STREET LIGHTING, ETC. WILL BE MAINTAINED BY HOA.

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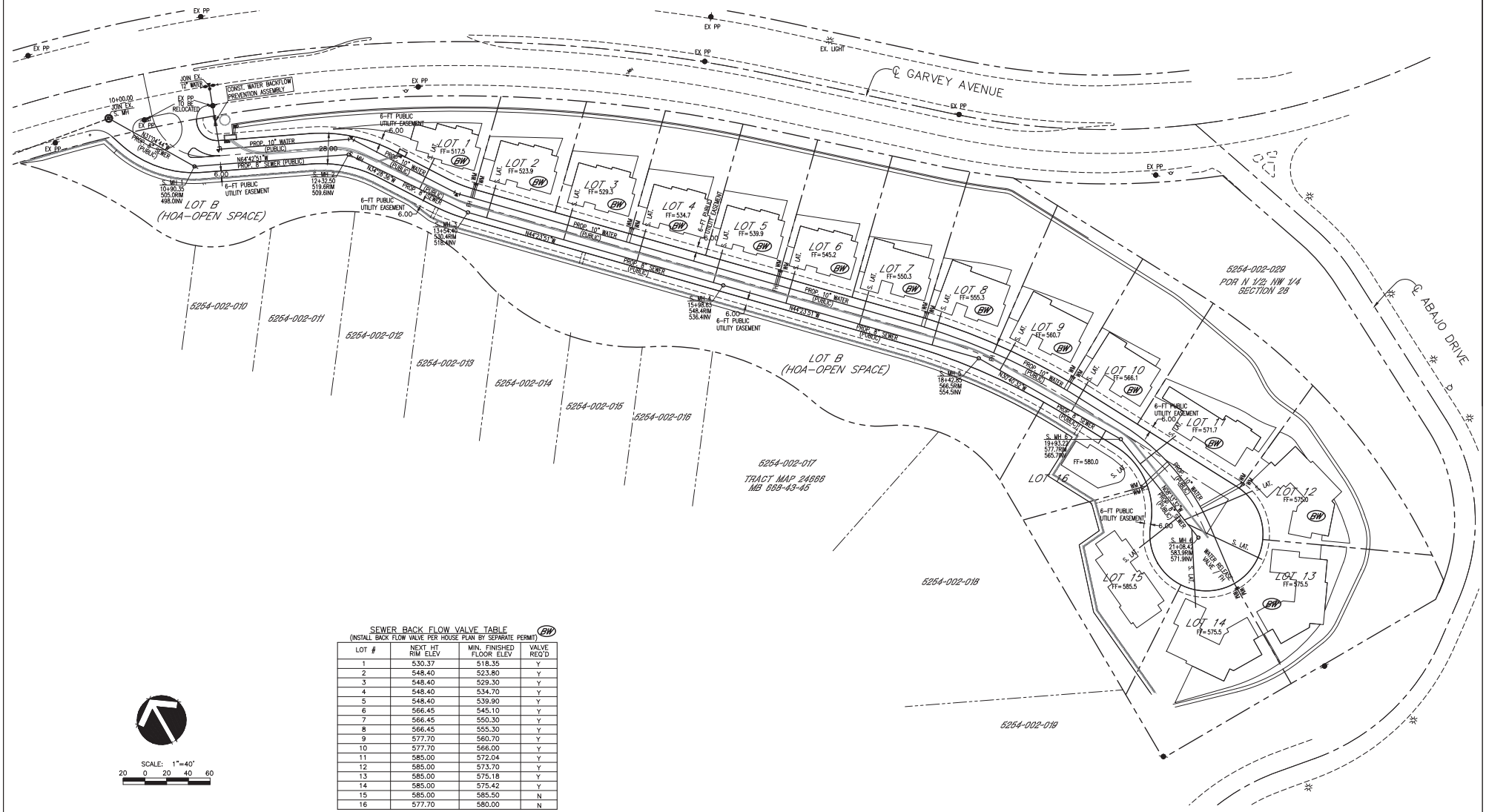
REGISTERED PROFESSIONAL ENGINEER
CHIA-LIN LIU
No. 41497
EXP. 12/31/21
CIVIL
STATE OF CALIFORNIA

REVISIONS

NO.	DATE	DESCRIPTION

CITY OF MONTEREY PARK
VESTING TENTATIVE MAP 75023
1688 W. GARVEY AVENUE
CONCEPTUAL SITE GRADING PLAN
APPROVED
PRINT: 2021-06-08
SHEET 4 OF 8

VTM NO. 75023



SEWER BACK FLOW VALVE TABLE (BV)

(INSTALL BACK FLOW VALVE PER HOUSE PLAN BY SEPARATE PERMIT)

LOT #	NEXT HT. RIM ELEV.	MIN. FINISHED FLOOR ELEV.	VALVE REQ'D
1	530.37	518.35	Y
2	548.40	523.80	Y
3	548.40	529.30	Y
4	548.40	534.70	Y
5	548.40	539.90	Y
6	566.45	545.10	Y
7	566.45	550.30	Y
8	566.45	555.30	Y
9	577.70	560.70	Y
10	577.70	566.00	Y
11	585.00	572.04	Y
12	585.00	573.70	Y
13	585.00	575.18	Y
14	585.00	575.42	Y
15	585.00	585.50	N
16	577.70	580.00	N

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REGISTERED PROFESSIONAL ENGINEER CHIA-LIN LIU No. 41497 EXP. 12/31/21 CIVIL STATE OF CALIFORNIA

REVISIONS

NO.	DATE	DESCRIPTION

CITY OF MONTEREY PARK

VESTING TENTATIVE MAP 75023
1688 W. GARVEY AVENUE

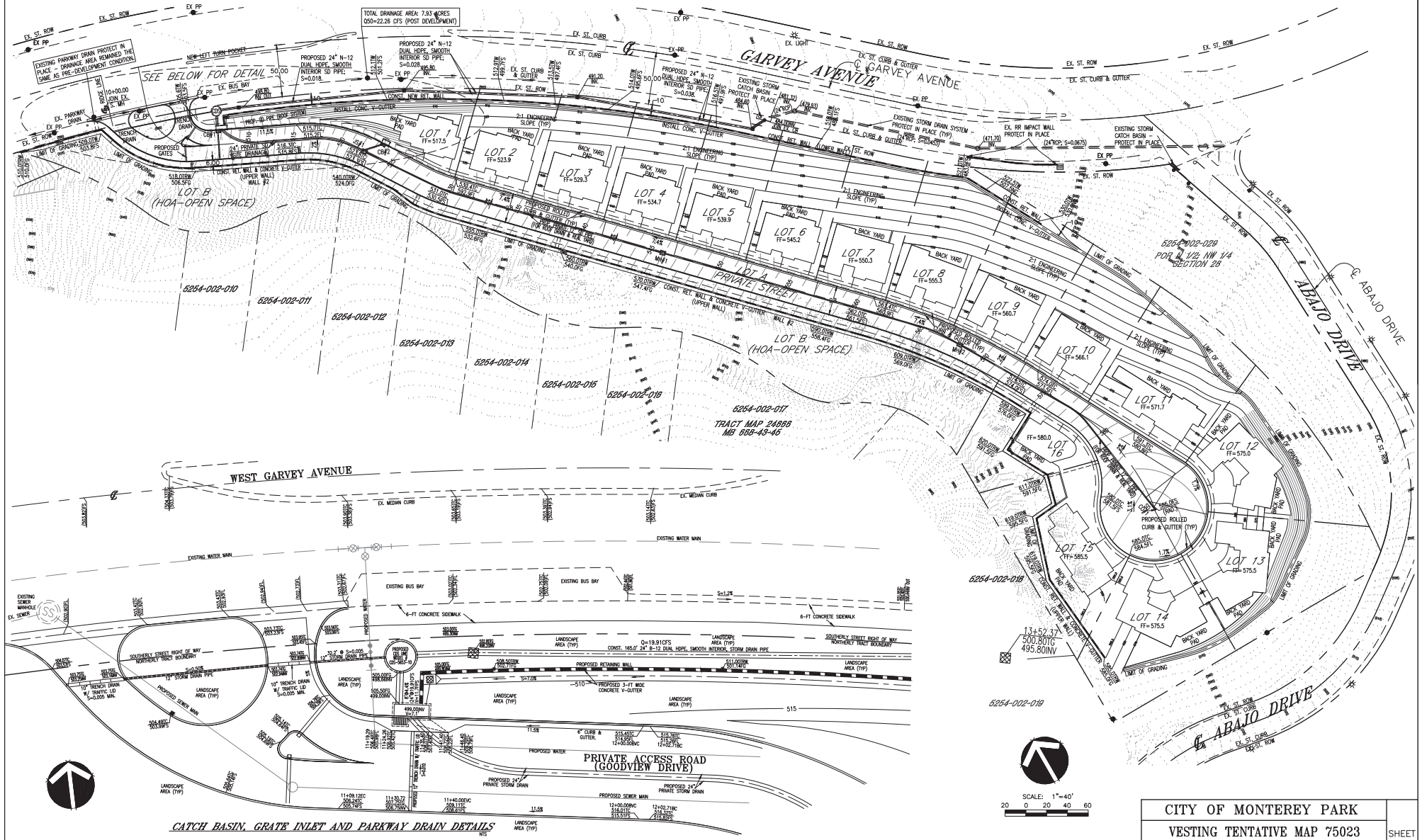
CONCEPTUAL SEWER AND WATER PLAN

APPROVED

PRINT: 2021-06-08

SHEET 5 OF 8

VTM NO. 75023



CONSTRUCTION MANAGEMENT: KCM GROUP	DEVELOPER: CENTER INT'L INVESTMENTS, INC.	PROJECT ARCHITECT SLSD	SOIL / GEOTECHNICAL ENGINEER: ADVANCED GEOTECHNICAL SOLUTIONS, INC.	CIVIL ENGINEER: FOCUS ENGINEERING, INC. CIVIL ENGINEERS LAND SURVEYORS
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REGISTERED PROFESSIONAL ENGINEER CHIN-LIN LIU No. 41497 EXP. 12/31/21 CIVIL STATE OF CALIFORNIA

REVISIONS		
NO.	DATE	DESCRIPTION

CITY OF MONTEREY PARK

VESTING TENTATIVE MAP 75023
1688 W. GARVEY AVENUE

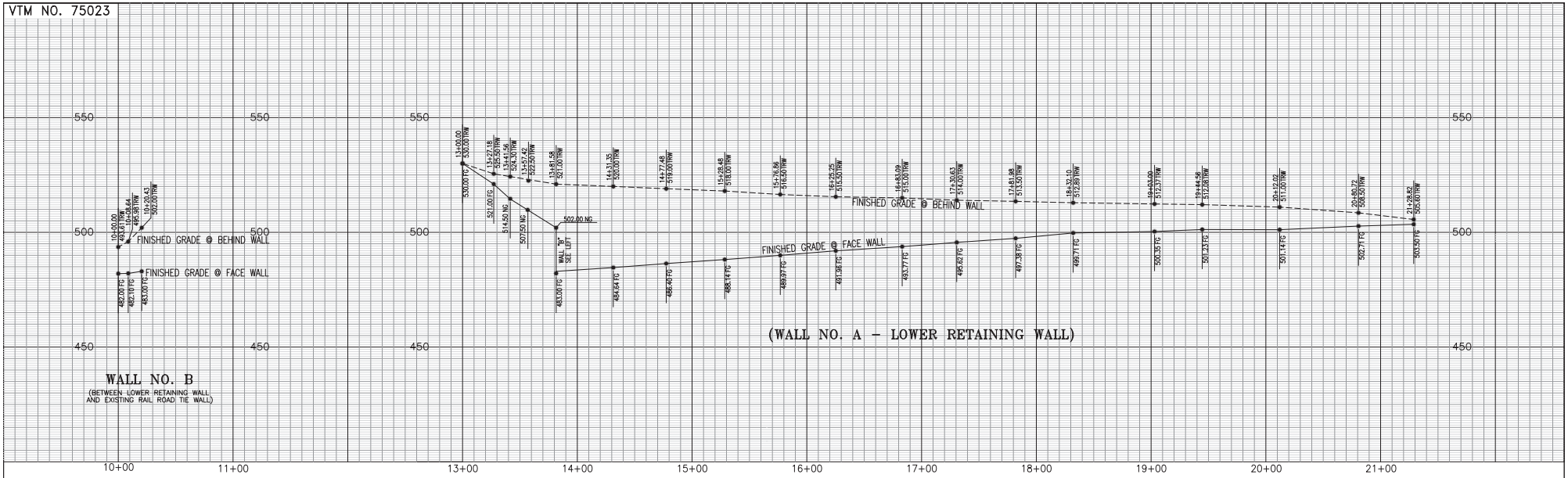
CONCEPTUAL DRAINAGE PLAN

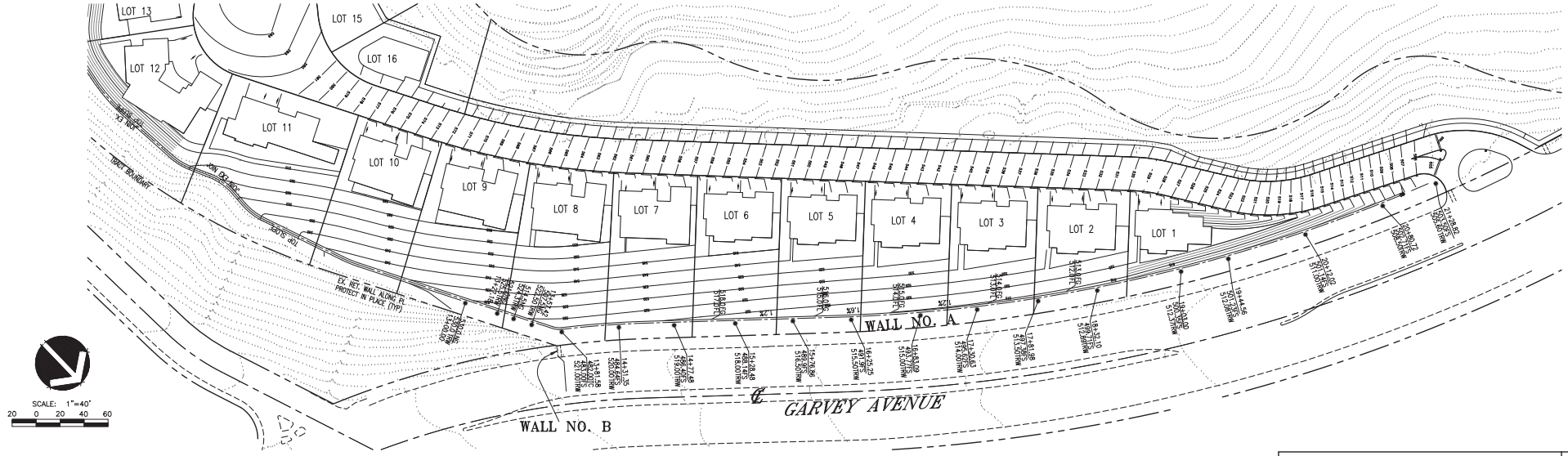
APPROVED

PRINT: 2021-06-08

SHEET 6 OF 8

VTM NO. 75023





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CITY OF MONTEREY PARK

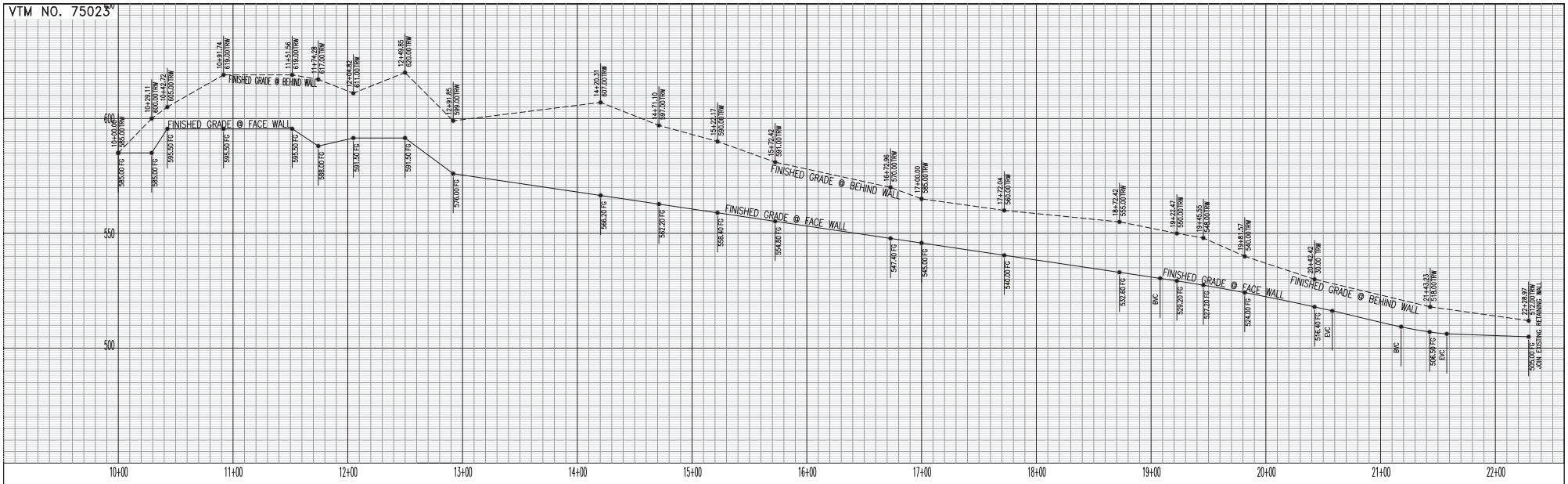
VESTING TENTATIVE MAP 75023

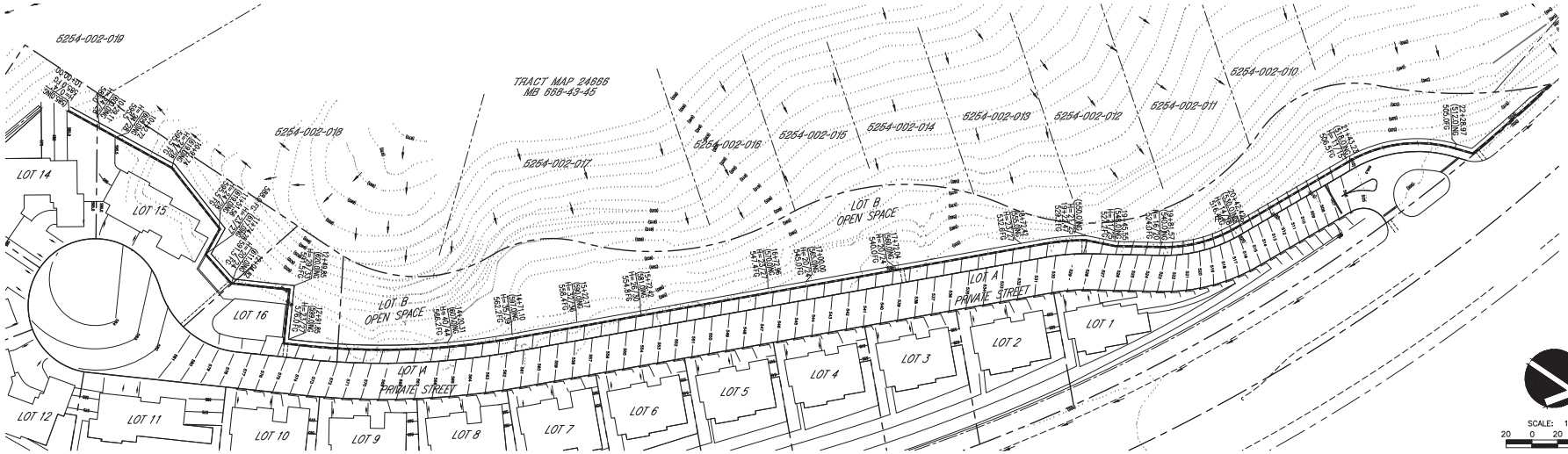
1688 W. GARVEY AVENUE

CONCEPTUAL RETAINING WALL PLAN & PROFILE (WALL NO. A & B – LOWER RETAINING WALL)

APPROVED _____ PRINT: 2021-06-08

SHEET 7 OF 8





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NO.	DATE	DESCRIPTION

CITY OF MONTEREY PARK

VESTING TENTATIVE MAP 75023
1688 W. GARVEY AVENUE
CONCEPTUAL RETAINING WALL PLAN & PROFILE
(WALL NO. II - UPPER RETAINING WALL)

APPROVED _____

PRINT: 2021-06-08

SHEET 8 OF 8

EXHIBIT 2

CONDITIONS OF APPROVAL

RESOLUTION NO.

CONDITIONS OF APPROVAL

1688 WEST GARVEY AVENUE

In addition to all applicable provisions of the Monterey Park Municipal Code ("MPMC"), Center Int'l Investments Inc., agrees that it will comply with the following conditions for the City of Monterey Park's approval of Vesting Tentative Map No. 21-01 (VTM-21-01) ("Project Conditions").

PLANNING:

1. Center Int'l Investments, Inc. (the "Applicant"), agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of SP-21-01 and/or VTM-21-01 (collectively, the "project") except for such loss or damage arising from the City's sole negligence or willful misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of the project, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Monterey Park's elected officials, appointed officials, officers, and employees.

2. This approval is for the project as shown on the plans reviewed and approved by the City Council and on file. Before the City issues a building permit, the Applicant must submit plans, showing that the project substantially complies with the plans and conditions of approval on file with the Public Works Department. Any subsequent modification must be referred to the City Planner for a determination regarding the need for City Council review and approval of the proposed modification.

3. VTM-21-01 expires 24 months after its approval if the use has not commenced or if improvements are required, but construction has not commenced under a valid building permit. Three, one-year, extensions may be granted by the City Council upon finding of good cause.

4. All conditions of approval must be listed on the plans submitted for plan check and on the plans for which a building permit is issued.

5. Before building permits are issued, the applicant must obtain all the necessary approvals, licenses and permits and pay all the appropriate fees as required by the City.

6. The real property subject to VTM-21-01 must remain well-maintained and free of graffiti.

7. Landscaping/irrigation must be maintained in good condition at all times before the creation of the Geologic Hazard Abatement District (GHAD).

8. A final map must be approved and recorded before the City issues a certificate of occupancy.

9. The developer must submit a complete master landscape and irrigation plan to the Planning Division of the Public Works Department with the required fee for review.

10. Construction or demolition work must be conducted between the hours of seven a.m. and seven p.m. on weekdays and weekend and holiday hours with prior approval of the City.

11. Operating any mechanically powered saw, sander, drill, grinder, lawn or garden tool or similar tool between the hours of 7:00 p.m. and 7:00 a.m. on weekdays and the hours of 6:00 p.m. and 9:00 a.m. on Saturdays, Sundays, and holidays is prohibited per MPMC § 9.53.070(5).

12. All construction equipment, fixed or mobile, must be equipped with properly operating and maintained mufflers.

13. Stationary equipment must be placed such that emitted noise is directed away from neighboring residential receivers.

14. Block walls must be constructed with decorative materials, including slump stone, split face block, river rock, brick, stucco covered precision, combination of block pilaster with wrought iron, or similar material, subject to the review and approval of the Planner.

15. **Mitigation Measures:**

GEO-1 The Project must comply with all recommendations of the Geotechnical Report *Review of Vesting Tentative Map 75033, 1688 West Garvey Avenue, Monterey Park, California*, dated April 14, 2020 including, without limitation, complying with recommendations from Advanced Geotechnical Solutions, Inc. This Geotechnical Report is included in Appendix C: Geotechnical Report of the environmental impact report and incorporated by reference.

N-1 During the grading construction phases, limit the use of vibratory rollers to be no less than 150 feet away from the nearest sensitive receptor (residences).

TR-1 The Project Applicant must submit a Construction Management Plan to the City's Department of Public Works for review and approval before the start of construction. The Construction Management Plan must include:

- Identified hours of construction and hours for deliveries.

- Identified haul routes.
- Identified location of staff parking for the construction period. The Project must require the construction workers to park at a predetermined parking area specified by the Applicant in this plan.
- Identified location of material storage.
- Details for the construction work to be completed.

TR-2 The Project Applicant must submit a Construction Work Site Traffic Control Plan to the Department of Public Works for review and approval before the start of construction. The Construction Traffic Control Plan must include:

- Identified location of any roadway, sidewalk, bike route, bus stop or driveway closures, traffic detours, haul routes, hours of operation, protective devices, warning signs and access to abutting properties.
- Adherence of temporary traffic controls used around the construction area and construction activities to the standards set forth in the *California Manual of Uniform Traffic Control Devices* and applicable local ordinances.
- Details for the appropriate transportation permit for transportation of heavy construction equipment and or materials, which requires the use of oversized vehicles.
- Identified on-site construction circulation routes and a truck-turning template, determined by a registered civil or traffic engineer.

TR-3 Before construction, the Project Applicant must develop procedures to notify governmental agencies and the public of the following:

- Emergency services affected by construction including possible lane and local access closures and the potential for traffic delays during construction.
- Possible temporary traffic congestion.
- Construction limits/duration and timing of construction.
- Modification or impact to school bus routes or public transportation routes during construction.

TR-4 The Project Entry from West Garvey Avenue must be redesigned to include a primary entry lane and a second bypass lane to ensure vehicles entering the site can be contained within the driveway prior to the vehicle gate.

TR-5 The slope adjacent to the driveway entry on the site must be graded back to the fullest extent feasible and the landscape plan for the Project Site must be designed consistent with sight distance principals to avoid placing obstructions, such as dense trees or monument signs, within the limited use area, defined as the area between the line of sight and the centerline of the nearest approaching lane. The limited use area for this Project Site is defined as the 60 foot area starting from the end of both sides of the Private Drive. The limited use area must be kept clear of obstructions, including landscaping over 18 inches tall and trees.

TCR-1 Before the commencement of any ground disturbing activity at the Project Site, the project applicant must retain a Native American Monitor approved by the Gabrieleno Band of Mission Indians-Kizh Nation – the tribe that consulted on this project pursuant to Assembly Bill A52 - SB18 (the "Tribe" or the "Consulting Tribe"). A copy of the executed contract must be submitted to the City Planner before the City issues any permit required to commence a ground-disturbing activity. The Tribal monitor will only be present on-site during the construction phases that involve ground-disturbing activities. Ground disturbing activities are defined by the Tribe as activities that may include, without limitation, pavement removal, potholing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching, within the project area. The Tribal Monitor will complete daily monitoring logs that will provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified. The on-site monitoring must end when all ground-disturbing activities on the Project Site are completed, or when the Tribal Representatives and Tribal Monitor have indicated that all upcoming ground-disturbing activities at the Project Site have little to no potential for impacting Tribal Cultural Resources. Upon discovery of any Tribal Cultural Resources, construction activities must cease in the immediate vicinity of the find (not less than the surrounding 50 feet) until the find can be assessed. All Tribal Cultural Resources unearthed by project activities must be evaluated by the Tribal monitor approved by the Consulting Tribe and a qualified archaeologist if one is present. If the resources are Native American in origin, the Consulting Tribe will retain it/them in the form and/or manner the Tribe deems appropriate, for educational, cultural and/or historic purposes. If human remains and/or grave goods are discovered or recognized at the Project Site, all ground disturbance must immediately cease, and the County Coroner must be notified per Public Resources Code §5097.98, and Health & Safety Code §7050.5. Human remains and grave/burial goods must be treated alike per Public Resources Code §5097.98(d)(1) and (2). Work may continue in other parts of the Project

Site while evaluation and, if necessary, mitigation takes place (CEQA Guidelines §15064.5[f]). Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin (non-TCR) must be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it must be offered to a local school or historical society in the area for educational purposes.

TCR-2 Native American human remains are defined in Public Resources Code ("PRC") § 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in PRC § 5097.98, are also to be treated according to this statute. Health and Safety Code § 7050.5 requires any discoveries of human skeletal material must be immediately reported to the County Coroner and excavation halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe that they are those of a Native American, he or she must contact, by telephone within 24 hours, the NAHC and PRC § 5097.98 must be followed.

TCR-3 Upon discovery of human remains, the tribal and/or archaeological monitor/consultant/consultant will immediately divert work at minimum of 100 feet and place an exclusion zone around the discovery location.

The monitor/consultant(s) will then notify the Tribe, the qualified lead archaeologist, and the construction manager who will call the coroner. Work will continue to be diverted while the coroner determines whether the remains are human and subsequently Native American. The discovery is to be kept confidential and secure to prevent any further disturbance. If the finds are determined to be Native American, the coroner will notify the NAHC as mandated by State law who will then appoint a Most Likely Descendent (MLD).

TCR-4 If the Gabrieleno Band of Mission Indians – Kizh Nation is designated MLD, the Koo-nas-gna Burial Policy must be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains. The prepared soil and cremation soils are to be treated in the same manner as bone fragments

that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects.

TCR-5 Before the continuation of ground disturbing activities, the landowner must arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed. The Tribe will work closely with the qualified archaeologist to ensure that the excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation must be taken which includes at a minimum detailed descriptive notes and sketches. Additional types of documentation must be approved by the Tribe for data recovery purposes. Cremations will either be removed in bulk or by means as necessary to ensure completely recovery of all material. If the discovery of human remains includes four or more burials, the location is considered a cemetery and a separate treatment plan must be created. Once complete, a final report of all activities is to be submitted to the Tribe and the NAHC. The Tribe does NOT authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects, and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation must be on the Project Site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There must be no publicity regarding any cultural materials recovered.

TCR-6Native American and Archaeological monitoring during construction projects will be consistent with current professional standards. All feasible care to avoid any unnecessary disturbance, physical modification, or separation of TCR's must be taken. The Native American monitor must be approved by the Gabrieleno Band of Mission Indians-Kizh Nation. Principal personnel for Archaeology must meet the Secretary of Interior standards for archaeology

and have a minimum of 10 years of experience as a principal investigator working with Native American archaeological sites in southern California.

BIO-1 Conduct pre-construction surveys for nesting birds if vegetation removal or grading is initiated during the nesting season from January 1 through September 30. An avian biologist with a minimum of 5 years of field experience must conduct weekly pre-construction bird surveys no more than 30 days before initiation of grading to provide confirmation on the presence or absence of active nests in the vicinity (at least 300 to 500 feet around the individual construction site, as access allows). The last survey should be conducted no more than three days before the initiation of clearance/construction work. If active nests are encountered, clearing and construction in the vicinity of the nests must be deferred until the young birds have fledged and there is no evidence of a second attempt at nesting. Nest detection and avoidance may be difficult or impossible on adjacent private properties. In these cases, appropriate nest avoidance strategies may be determined by a qualified biological monitor who is on site if land clearance is scheduled during nesting season.

BIO-2 A minimum buffer of 300 feet (500 feet for raptor nests) or as determined by an avian biologist with a minimum of 5 years of field experience must be maintained during construction depending on the species and location. The perimeter of the nest-setback zone must be fenced or adequately demarcated with staked flagging at 20-foot intervals, and construction personnel and activities restricted from the area. Construction personnel should be instructed on the sensitivity of the area.

BIO-3 A survey report by an avian biologist with a minimum of 5 years of field experience [1] documenting and verifying compliance with the mitigation and with applicable State and federal regulations protecting birds must be submitted to the City for approval. The qualified biologist must serve as a construction monitor during those periods when construction activities would occur near active nest areas to ensure that no inadvertent impacts on these nests would occur.

BUILDING:

16. The second sheet of the building plans must list all City of Monterey Park conditions of approval including, without limitation, those that may be imposed by the City Council following a public hearing or included within the associated development agreement executed by the parties.

[1] CDFW defines a qualified biologist as an individual with at least a combined five years of academic training and professional experience in the appropriate field (biological sciences or resource management or the like) and at least two seasons conducting applicable species surveys.

17. A validly issued building permit does not allow excavations to encroach into adjacent property. Requirements for protection of adjacent property are defined in Civil Code § 832.

18. The site plan must be approved before the City issues building permits. Among other things, it must indicate the proposed path of building sewer, size of sewer line, location of cleanouts, and the invert elevation of the lateral at the property line.

19. A soils and geology report prepared by a civil engineer is required as part of plan check submittal.

20. The applicant must submit a valid permit obtained from CAL-OSHA to the City before the City issues a building permit.

21. A compaction report for demolition of previous buildings or structures must be submitted to the City of Monterey Park before the City issues grading permits for excavating new foundations.

22. The building must conform to the current or applicable Edition of the Energy Efficiency Standards by the California Energy Commission.

ENGINEERING:

23. Under the Los Angeles County Municipal "National Pollutant Discharge Elimination System (NPDES) Permit," which the City of Monterey Park is a permittee, this project involves the distribution of soils by grading, clearing and/or excavation. The applicant/property owner is required to obtain a "General Construction Activity Storm Water" Permit from the State of California Water Resources Control Board (SWRCB), and the City of Monterey Park will condition a grading permit on evidence of compliance with this permit and its requirements. This project will require the preparation of a Low Impact Development (LID) plan and a Storm Water Pollution Prevention Plan (SWPPP). Upon approval of the SWPPP document by the City, the applicant/property owner must submit an electronic copy of the approved SWPPP file documenting the filing with the SWRCB and the issuance of a WDID number specific to the project, including site drawings and required appendices, before the City issues a building or grading permit. The SWPPP document is to be retained onsite at all times in accordance with the SWRCB regulations.

24. Applicant must deposit a refundable $187 cash deposit to guarantee that developer will provide the City with the (1) transparent 4 mil thick mylar tracing; one (1) electronic file of approved final map tracings transferable to City's AutoCAD and GIS systems; and two (2) blueprints of the recorded final map which must be filed with the Public Works Department within three (3) months of recordation. If recorded copy is not submitted by the end of the three-month time period, developer will forfeit the $187 cash deposit.

25. Before submitting a final map for City approval, the applicant/property owner must provide written proof that there are no liens against the subdivision for unpaid taxes or special assessments; submit L.A. County tax bill, tax payment receipt, and copy of cancelled check.

26. The Applicant must pay all City development fees including, without limitation, sewer deficiency fees, water meter fees and metered water service impact fees as required by MPMC.

27. The applicant must record covenants, conditions, and restrictions ("CC&Rs") and establish a homeowner's association to address common maintenance and utilities. CC&Rs must be reviewed and approved by the City Attorney and the City Engineer at the applicant's sole cost. Applicant is responsible for securing the CC&R requirements from the Public Works Department. A copy of the recorded CC&Rs must be submitted to the Public Works Department before the City performs final inspection and issues a certificate of occupancy.

28. All improvement plans, including grading and public improvement plans, must be based upon City approved data. Benchmark references to be obtained from the Engineering Division.

29. The applicant must provide survey monuments denoting the new property boundaries and lot lines to the satisfaction of the Public Works Director, or designee, before the approval of the final map. All maps must be prepared from a field survey. Compiled maps are not permitted unless prior approval is granted by the Public Works Director, or designee. Whenever possible, lot lines must be located to coincide with the top of all man-made slopes. Any deviation from this requirement must be approved by the Public Works Director, or designee.

30. A water plan must be submitted for review and approval by the Public Works Director, or designee. This plan must substantiate adequate water service for domestic flow, fire flow and identify backflow prevention. If current fire flow and pressure tests are not available to substantiate adequate pressure and flow to serve the development, the developer will be responsible for conducting the appropriate tests and submitting copies of the test results for review and ultimate approval by the City. The substantiation of adequate water services must be confirmed by the Public Works Director, or designee, before the City issues building permits.

31. The applicant must submit water meter sizing sheet to the Public Works Department. The Public Works Department will then determine what water requirements must be met. This may include up sizing of water meter and water services. All upgrading costs are the responsibility of the property owner and must be completed before final inspection approval.

32. A detailed site drainage plans and calculations must be prepared for review and approval by the Public Works Director, or designee before the City issues building permits. The property drainage must be designed so that the property drains to the public street or in a manner otherwise acceptable to the Public Works Director, or designee. Drainage from contiguous properties cannot be blocked and must be accommodated to the satisfaction of the Public Works Director, or designee. A hydrology and hydraulic study of the site may be required for submittal to the Public Works Director, or designee for review and approval.

33. All storm drainage facilities serving the development must accommodate a 50-year storm. If existing storm drain facilities are inadequate they must be enlarged as necessary. All storm drain facilities must be designed and constructed to Los Angeles County Department of Public Works standards and specifications and also to the satisfaction of the Public Works Director, or designee before the issuance of building permits.

34. Any damage done to existing street improvements and utilities during construction must be repaired before acceptance of the project. Pre-existing damaged, deteriorated, substandard or off-grade curb, gutter, driveways, and sidewalk must also be repaired or replaced to the satisfaction of the Public Works Director, or designee. All existing driveways, if not to be used, must be removed, and replaced with curb and sidewalk.

35. The developer/applicant must reimburse the City to retain the services of a consultant to perform a pavement condition evaluation before and after the project along the proposed haul route within City limits. The developer/applicant must either reimburse the City to address the pavement repair recommendations required to return the road to the condition it was in before the haul trips in the form of a fee or make the repairs as recommended to be determined by the City Engineer.

36. All public works improvements must comply with the standards and specifications of the City and to the satisfaction of the Public Works Director, or designee. All public works improvements must be completed and accepted by the City or a public works improvement guarantee and agreement posted before final map approved by the City Council.

37. All electric, telephone and cable TV utility services must be installed fully underground and to required City standards. All other utilities and service connections, including water, sewer, and gas, must satisfy City and public utility standards. A utility plan must be prepared and submitted before the City issues building permits, showing all existing and proposed utilities. The utilities may be shown on either a separate plan or on the proposed site plan.

38. A sewer connection reconstruction fee will be assessed at the time that the City issues a building permit in accordance with MPMC Chapter 14.06.

39. All buildings must have roof gutters and all roof drainage must be conducted to the public street or an approved drainage facility in a manner approved by the Public Works Director, or designee, before the City issues building permits.

40. The grading and drainage plan and a separate street improvement plan must be submitted by the first plan check. The street improvement plan must include the removal and reconstruction of the sidewalk, driveway approach, and curb and gutter along the entire property frontage. It must also include asphalt pavement removal and replacement to the centerline of the street.

41. The shoring design plan must be submitted by the first plan check and must incorporate all pertinent site development comments from the City's geological and geotechnical consultants and must also include the approved geological and geotechnical report submitted by the developer's consultant.

42. Parkways must be irrigated and landscaped per plans submitted for review and approval by the Public Works Director, or designee, before final inspection approval. The need for preserving existing street trees and/or providing additional street trees must be reviewed and approved by the Recreation and Parks Director, or designee.

43. The City reserves the right to restrict driveway access to and from the project in the event future traffic conditions warrant such restricted turn movements.

FIRE:

44. All conditions identified by the Monterey Park Fire Department are subject to the review and approval of the Fire Chief, or designee, for determination of applicability and extent to which any condition may be required.

45. The minimum required fire flow is 6,000 gallons per minute (gpm) for 4-hour duration. Plans must include fire flow test data obtained with one-year of the submittal date. The fire flow may be reduced by 50 percent by written request to the Fire Chief, or designee, per California Fire Code (CFC) Appendix B as adopted by MPMC Title 17.

46. A minimum of 6 fire hydrants must be provided within 150 feet of the structure with an average spacing of 250 feet. Show all existing and proposed fire hydrants on the site plan, per CFC Appendix C (as adopted by MPMC Title 17).

47. The building height and area will be determined by the CBC Table 503, per CBC §§ 504.2 and 506.3 (as adopted by MPMC Title 16), installation of an automatic fire sprinkler system in the R-3 occupancy will allow either an increase in stories/height or allowable floor area, but not both.

48. Provide an approved automatic fire sprinkler system and fire alarm as set forth by the CFC §§ 903 and 907 (as adopted by MPMC Title 17).

49. Provide smoke alarms in each room for sleeping purposes and at a point centrally located in the corridor or area giving access to each separate sleeping area.

50. Smoke alarms must be installed in accordance with the manufacturers' instructions. Indicate the smoke alarm locations on the plans, per CFC § 907.2.11.1 (as adopted by MPMC Title 17).

51. Carbon monoxide alarms must be provided either within all the sleeping units or else the building must be provided with a carbon monoxide alarm system that protects all common areas, per CBC § 420.6 (as adopted by MPMC Title 16).

52. Dwelling units and common areas must be provided with alarm notification appliances, per CFC § 907.2.9 (as adopted by MPMC Title 17).

53. All dwelling units assigned as accessible must be provided with visual notification appliances, per CFC § 907.5.2.3.4 (as adopted by MPMC Title 17).

54. Provide approved stairway identification signs located approximately 5 feet above the floor landing, at each floor level, and in all enclosed stairways in buildings three or more stories in height. Provide stairway identification signs for review and approval by the Fire Department, per CFC § 1022.8 (as adopted by MPMC Title 17).

55. An approved number or address must be provided on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Numbers must be a minimum of 6-inch high by ½ stroke and be a contrasting background, per CFC § 505.1 (as adopted by MPMC Title 17).

56. A Knox box must be provided adjacent to the main entrance at an approved location, per CFC § 506.1 (as adopted by MPMC Title 17).

57. An on-site Fire Inspector may be required for this project at no expense to the jurisdiction for the duration of the project construction as determined by the Fire Chief, or designee. The on-site inspector must be approved by the Fire Chief, or designee.

58. A building code and egress analysis report of the applicable portions of the 2013 California Fire and Building code must be prepared by a qualified and licensed professional. The report will bear the stamp of a registered design professional to analyze the fire safety properties of the design, operation, or use of the building or premise and the facilities and appurtenances for review by the fire code official without charge to the jurisdiction, CFC § 104.7.2 (as adopted by MPMC Title 17).

59. If revised plans are required, additional fees will be due for the review of the drawings.

60. In accordance with MPMC § 20.10.050, the City Engineer may take appropriate action to make technical corrections to the Final Map and, thereafter, the City Clerk may forward the Final Map to the Los Angeles County Recorder's Office for recordation.

61. Before providing the Final Map to the City Clerk, the City Engineer must (in addition to ensuring that the Final Map meets all technical requirements of the MPMC and Subdivision Map Act) verify that the developer provided the City with a letter agreeing to a Geological Hazard Assessment District (GHAD), in a form approved by the City Attorney and did not object to any assessments imposed by the GHAD in accordance with applicable law.

62. Pursuant to MPMC § 20.10.040, the City Council reserves its ability to make additional changes to the Final Map upon making the appropriate findings.

POLICE:

63. Adequate exterior lighting must be provided so that the units are visible from the street during the hours of darkness.

64. If security gates are installed on the property, it is recommended that an access control system such as a keypad, card reader, or electric latch retraction devices are installed at ingress and egress gates and doors in order to control and deter unwanted access onto the property. A key card or key code must be provided to the police department to access the property in case of an emergency.

65. The shrubbery on the property must be installed and maintained in such condition to permit visibility of the units from the streets. Any shrubbery along Garvey Avenue frontage and in the common landscaped areas must be planted and maintained where the height of the greenery would not easily conceal persons.

66. The driveway leading into the complex must be constructed and maintained in such a condition that traffic is easily visible to those entering or leaving the location.

67. All common open areas must be well lit during the hours of darkness.

68. Signs identifying guest parking spaces must be posted at the guest parking areas and in the driveway leading into the complex preventing illegal or overnight parking of unwanted guests.

69. A proper thoroughfare for residents, guests, and any necessary emergency vehicles and/or personnel must be maintained at all times. The Monterey Park Police Department Traffic Bureau must be contacted for sign verbiage and posting locations. The Traffic Bureau Sergeant can be reached at (626) 307-1481.

By signing this document, Center Int'l Investments Inc., certifies that it read, understood, and agrees to the Project Conditions listed in this document.

_____

Center Int'l Investments Inc., Applicant

EXHIBIT D
Development Agreement Ordinance

ORDINANCE NO.

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONTEREY PARK AND CENTER INT'L INVESTMENTS, INC. TO DEVELOP 16 SINGLE FAMILY RESIDENTIAL LOTS AT 1688 GARVEY AVENUE.

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

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

A. Center Int'l Investments, Inc., ("Developer") proposes to enter into a development agreement with the City of Monterey Park (the "Development Agreement" or "DA"), which is attached to this Ordinance as Exhibit "A" and incorporated by reference.

B. The Development Agreement was reviewed by the City for, in part, consistency with the General Plan and conformity with the Monterey Park Municipal Code ("MPMC");

C. In addition, the City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 2100, *et seq.,* "CEQA"*)* and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq*., the "CEQA Guidelines");

D. The City completed its review and scheduled a public hearing regarding the proposed Project before the City Council for June 16, 2021. Notice of the public hearing on the proposed Project was posted and mailed as required by the MPMC;

E. On June 16, 2021, the City Council conducted a public hearing to consider the Project including, without limitation, this Ordinance and the Development Agreement; and

H. This Ordinance, and its findings, are based upon the entire administrative record considered during the June 16, 2021, public hearing including, without limitation, the staff report and accompanying documents.

SECTION 2: *Findings*. Pursuant to Government Code § 65867.5, the City Council finds the following:

A. The Development Agreement is consistent with the General Plan of the City of Monterey Park. The Development Agreement furthers the goals of the General Plan and is in the interest of the general community welfare in that the Development Agreement will, among other things, facilitate the development of the subject site that is currently vacant and underutilized in conformance with the High Density Residential designation for this site, given the sloping nature of the site and it's geologic site constraints.

B. The Development Agreement includes an 18-lot vesting tentative map (16 residential lots, one open space lot, and a private access road lot) that complies with California law.

SECTION 3: *Environmental Assessment*. The findings, conclusions, and final environmental impact report ("FEIR") set forth in Resolution No. ___, adopted June 16, 2021 is incorporated by reference. The City Council relies upon Resolution No. XX when adopting this Ordinance.

SECTION 4: *General Plan and Zoning.* The proposed project conforms to the Monterey Park General Plan, as set forth in Section 2. Upon Ordinance No. XX becoming effective, the Project will conform with zoning for the site.

SECTION 5: *Public Benefits*. The Development Agreement provides for public benefits including, without limitation:

A. Development of a topographically challenged, remnant site south of West Garvey Avenue.

B. Development of a land use with low impacts on existing infrastructure.

C. Improvement of the public right-of-way on West Garvey Avenue adjacent to the site.

D. Abatement of a public nuisance, specifically the geologically unstable hillsides at the Project site.

SECTION 6: *Incorporation of Development Agreement Changes; Execution.* In accordance with Government Code §§ 65864, *et seq*. this Ordinance approves the Development Agreement in substantially the form attached as Exhibit "A," which is incorporated into this Ordinance by reference.

A. The DA may be changed before execution as authorized by the City Council during the public hearings for the Project.

B. The DA may be changed before execution for minor clarifications and technical, clerical, corrections as approved by the City Attorney including, without limitation, completion of references, status of planning approvals, and completion and conformity of all exhibits to the DA.

C. The City Council authorizes the Mayor to execute the DA on the City's behalf in a form approved by the City Attorney. The City Manager, or designee, is authorized to execute amendments or operative memoranda as permitted by the DA, in a form approved by the City Attorney.

SECTION 7: *Construction.* This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 8: *Enforceability.* Repeal 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 part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 9. *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 10. *Limitations*. The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, State, and federal problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 11. *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 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. *Publications*. The City Clerk is directed to certify the passage and adoption of this Ordinance; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 14. *Recording.* The City Clerk is directed to certify the passage and adoption of this Ordinance, cause it to be entered into the City of Monterey Park's book of original ordinances, make a note of the passage and adoption in the records of this meeting, and,

within fifteen days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 15. *Effective Date.* This Ordinance becomes effective on the 30th day following its passage and adoption.

ORDINANCE NO. ___ HAD ITS FIRST READING ON JUNE 16, 2021, ITS SECOND READING ON JULY X, 2021, AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTEREY PARK AT ITS REGULAR MEETING OF JUNE 16, 2021.

_____
Yvonne Yiu, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

EXHIBIT "A" OF DRAFT ORDINANCE

DEVELOPMENT AGREEMENT (DA-21-01)

RECORDING REQUESTED BY
CITY OF MONTEREY PARK

AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF MONTEREY PARK
320 W. NEWMARK AVENUE
MONTEREY PARK, CA 91754

SPACE ABOVE THIS LINE FOR RECORDERS USE

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONTEREY PARK AND CENTER INT'L INVESTMENTS, INC. RELATIVE TO THE DEVELOPMENT KNOWN AS 1688 WEST GARVEY AVENUE

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2021 (the "Reference Date"), by and between CENTER INT'L INVESTMENTS, INC., a California corporation ("Developer") and the CITY OF MONTEREY PARK, a municipal corporation ("City"), pursuant to Government Code §§ 65864 through 65869.5. The parties agree as follows:

R E C I T A L S:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted §§ 65864, *et seq*. of the California Government Code (the "Development Agreement Legislation").

B. The Development Agreement Legislation authorizes City to enter into a property development agreement with any person having a legal or equitable interest in real property for the development of such real property in order to establish certain development rights in the real property.

C. This Agreement is voluntarily entered into in consideration of the benefits to and the rights and obligations of the parties on the basis of the facts cited herein, the understanding and intentions of the parties and in reliance upon the various representations and warranties contained herein.

D. Developer is a corporation organized under the laws of the State of California and is in good standing thereunder.

E. Developer owns or will own in fee or have an equitable interest in and to all of that certain parcel of land (the "Project Site") as more specifically described in attached Exhibit "A," which is incorporated by reference.

F. On April 25, 2017, the parties executed a Settlement Agreement and Mutual Release regarding an action to abate a nuisance at the Project Site. The parties subsequently executed a First Amended and Restated Settlement Agreement and a Second Amendment to the Settlement Agreement to modify the terms and conditions to construct and maintain erosion control and stabilize the Project Site and to establish a project timeline.

G. Developer intends to develop the Project Site as a gated residential community as outlined in attached Exhibit "B," which is incorporated by reference (the "Project").

H. The Project Site is located in City's jurisdiction and consists of a total of approximately 6.21 gross acres of land.

I. The Monterey Park General Plan ("General Plan") Land Use Element designates the area in which Project Site is located as low density residential.

J. Developer seeks to develop the Project Site in accordance with the land use policies and goals set forth in the specific plan with the terms and conditions of the "Development Approvals" (as defined below) and this Agreement.

K. Pursuant to Section 65865 of the Development Agreement Legislation, a City may establish procedures and requirements for the consideration of development agreements. City, by adopting Title 21 to the Monterey Park Municipal Code ("MPMC"), adopted such procedures and requirements and the parties desire to enter into this development agreement pursuant thereto.

L. This Agreement constitutes a current exercise of City's police power to provide certainty to Developer in the development approval process by vesting the permitted uses, density, intensity of use, and the timing and phasing of development in exchange for Developer's commitment to provide significant public benefits to City.

M. On _____, 2021, the City Council, after providing notice as required by law, held a public hearing to consider the Developer's application for this Agreement, at which the City Council adopted its Ordinance No. _____ approving this Agreement.

N. City determined that the Project is a development for which this Agreement is appropriate under the Development Agreement Legislation and MPMC. The City Council has determined that this Agreement is consistent with the General Plan.

O. This Agreement will eliminate uncertainty in planning for and securing orderly development of the Project Site, assure progressive installation of necessary improvements provide public services appropriate to each stage of development of the

Project Site, ensure attainment of the maximum effective utilization of resources within City at the least economic cost to its citizens, and otherwise achieve the goals and purposes for which the Development Agreement Legislation was enacted.

P. In exchange for the benefits to City, City is taking all actions required so that Developer may begin and consummate development of the Project including the approval, adoption or issuance of necessary development permits; the future ministerial approval of building plans; and ministerial approval of final maps, appropriate building permits, lot line adjustments, and other necessary or desired permits, approvals and entitlements which are consistent with the development of the Project (collectively, the "Ministerial Approvals").

Q. In exchange for the benefits to City, Developer desires to receive the assurance that it may proceed with the Project in accordance with the "Existing Rules" (as defined below), subject to the terms and conditions contained in this Agreement and to secure the benefits afforded Developer by the Development Agreement Legislation.

R. All actions taken by City were undertaken in accordance with all applicable legal requirements, including the California Environmental Quality Act (Public Resources Code §§ 21000, *et. seq*.) ("CEQA"), and all of the other requirements of notice, public hearings, findings, votes and other procedural matters.

S. City expressed an interest in ensuring the provisions of regional and community level infrastructure, and in pursuing the use of development agreements as a method whereby a level of assurance can be achieved concerning the service demands within planned communities so that long-range plans for needed infrastructure can be developed and implemented.

T. This Agreement is made and entered into in consideration of the mutual covenants and in reliance upon the various representations and warranties contained herein. The parties acknowledge that, in reliance on the agreements, representations and warranties contained herein, Developer will take certain actions, including making substantial investments and expenditures of monies, relative to the Project Site and the development thereof.

A G R E E M E N T

SECTION 1. GENERAL ACKNOWLEDGMENTS.

The parties acknowledge that: (a) City entered into this Agreement pursuant to the Development Agreement Legislation, City's police powers, and the MPMC in order to address public health and safety and general welfare concerns including those relating to the amount, density, intensity and timing of development within the Project Site and the need for public facilities and infrastructure in connection with the Project Site and other property in the area; and (b) nothing in this Agreement may be construed to limit or restrict the exercise by City of its police powers including, without limitation, those of eminent domain.

SECTION 2. GENERAL PROVISIONS.

2.01 Property Description. The legal description of the Project Site is specifically set forth on attached Exhibit "A," which is incorporated by reference.

2.02 Location of Project Site. The Project Site is located within City's jurisdiction and consists of a total of approximately 6.21 gross acres.

2.03 Effective Date. Except as provided below, this Agreement becomes effective on the same date as Ordinance No. _____ approving this Agreement becomes effective or when Developer, or its successors or assignees, acquires fee title to the Project Site as reflected in the Official Records of the Recorder for Los Angeles County, whichever occurs last ("Effective Date"). Execution of this Agreement by the parties on the Reference Date does not bind the Project or the Developer to actually use or develop the Project Site pursuant to the terms of this Agreement until the Effective Date. Notwithstanding the foregoing, the indemnity obligations of Developer, as set forth in Section 19 take effect as of the Reference Date.

2.04 Term. As it relates to Plan A, the term of this Agreement will commence upon the Effective Date and extend 20 years thereafter, unless the term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties. As it relates to Plan B, the term of this Agreement commences upon the Effective Date and extends to the date agreed upon by the parties in accordance with the Settlement Agreement, as amended, and as identified in the schedule attached as Exhibit "D," which is incorporated by reference. Plan B, if implemented, will commence and proceed in accordance with the dates identified in Exhibit "D"; nothing in this Agreement will affect implementation of Plan B in any manner. City and Developer agree that the term of this Agreement is necessary in order to permit the orderly and planned development of the Project.

2.05 Expiration of Term. This Agreement will terminate upon expiration of the term without the need of further documentation from the parties; provided, however, such termination does not affect any right or duty arising from then existing City approvals, including, without limitation, the Development Approvals, any "Future Development Approvals" (as defined below), any Ministerial Approvals and any reimbursement agreement(s) entered into pursuant to the terms of this Agreement.

2.06 Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition.

2.07 Enforceability of Agreement. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement and the Development Agreement Legislation, this Agreement is enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning regulations, subdivision regulations, the "Existing Rules" or any other "Land Use Rules" (as defined below) or uniform codes, resolutions or ordinances or other regulations adopted by City which change, alter or amend the Existing Rules applicable to the

development of the Project Site as of the Effective Date, as provided by Government Code §§ 65866 and 65867.5, unless City determines that the failure to apply such change would place the residents of City in a condition dangerous to their health or safety, or both. This Agreement does not prevent City from denying or conditionally approving any subsequent development project application by a third party not a successor-in-interest hereto on the basis of such existing or new rules, regulations and policies.

2.08 Further Assurances. Each party must execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

2.09 Singular and Plural; Gender. Except where the context requires otherwise, the singular of any word includes the plural and vice versa, and pronouns inferring the masculine gender includes the feminine gender and vice versa.

2.10 Covenants Run With The Land. All of the terms, provisions, covenants and obligations contained in this Agreement are binding upon the parties and their respective heirs, successors, and assigns, and all other persons or entities acquiring all or any portion of the Project Site, or any interest therein, whether by operation of law or in any manner whatsoever, and the rights thereof inure to the benefit of such parties and their respective heirs, successors and assigns.

2.11 Enforcement of Covenants. All of the provisions of this Agreement are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including without limitation, Civil Code § 1468.

2.12 Constructive Notice. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Project Site is and will be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Project Site. Developer consents to recordation of this Agreement against the Project Site.

SECTION 3. DEFINITIONS.

Unless the context otherwise requires, the definitions and general provisions set forth in this Section govern the construction of this Agreement.

3.01 CEQA. The California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*.) and the CEQA Guidelines (California Code of Regulations, title 14, §§ 15000, *et seq*.), as amended.

3.02 Development. The subdivision or improvement of the Project Site for purposes of constructing the structures, improvements and facilities comprising the Project including, without limitation: grading, the construction and installation of infrastructure and public facilities related to the Project whether located within or outside the Project Site; the construction of structures and buildings; and the installation of

landscaping; but not including the maintenance, repair, reconstruction or redevelopment of any structures, improvements or facilities after the construction and completion thereof.

3.03 Development Agreement Legislation. Government Code §§ 65864 through 65869.5 as it exists on the Reference Date.

3.04 Development Approvals. Site-specific permits and other entitlements to use of every kind and nature approved or granted by City in connection with the Development including, without limitation: subdivision approvals (including Vesting Maps, final maps, parcel maps, vesting parcel maps, and map waivers), development permits, planned development overlays, conditional use permits, variances, oak tree permits, grading permits, building permits and occupancy permits and including specifically with respect to the Project, Vesting Tentative Map No. _____ (the "Vesting Map") and the Environmental Impact Report.

3.05 Development Impact Fees or DIF. All City-adopted fees and monetary exactions that are designed to pay for new or expanded public facilities needed to serve, or to mitigate the adverse effects of, a given development project and that are imposed by City as a condition of approval of discretionary or ministerial permits for, or in connection with the implementation of, that development project. The term "Development Impact Fees" does not include processing fees and charges as described in this Agreement. The term "Development Impact Fees" also does not include requirements that development be served by a public utility even if that public utility imposes a capital improvement fee or similar charge as a condition of providing service. All development impact fees must be deposited in a separate capital facilities account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the local agency, and expend those fees solely for the purpose for which the fee was collected, pursuant to California Government Code § 66006.

3.06 Director. Means the City Manager, or designee.

3.07 Enacting Ordinance. Ordinance No. _____, introduced by the City Council on _____, with second reading held on _____, approving this Agreement.

3.08 Exactions. All exactions, in-lieu fees or payments, dedications or reservation requirements, obligations for on-site or off-site improvements, construction requirements for public improvements, facilities, or services called for in connection with the development of or construction on the Project Site, whether such requirements constitute subdivision improvements, mitigation measures in connection with environmental review of any project, or impositions made under any applicable ordinance or in order to make a project approval consistent with the anticipated land use policies of the General Plan.

3.09 Existing Rules. The Land Use Rules in effect as of the Reference Date of this Agreement.

3.10 General Plan. The Monterey Park General Plan as duly adopted by the City Council as of the Reference Date.

3.11 Land Use Rules. The ordinances, resolutions, codes, rules, regulations and official policies of City, governing the development of the Project Site, including without limitation, the permitted uses of land, the density and intensity of use of land, development impact fees, exactions, and the timing of development, all as applicable to the development of the Project Site. Specifically, but without limiting the generality of the foregoing, Land Use Rules include the General Plan and the MPMC. The term Land Use Rules does not include Regulations relating to the following: the conduct of business, professions and occupations generally; taxes and assessments (unrelated to development); the control and abatement of nuisances; encroachment and other permits and the conveyances of rights and interests that provide for the use of or entry upon public property; and subject to the provisions of Section 4.03 below, any exercise of the power of eminent domain.

3.12 Persons. As used herein, any reference to or use of the word "person" means, in addition to a natural person, any governmental entity and any partnership, corporation, joint venture or any other form of business entity.

3.13 Plan B. Slope stabilization contemplated by the Settlement Agreement, as amended, to be implemented without or separate and apart from the Project.

3.14 Project. The residential development and associated amenities, and on-site and off-site improvements, contemplated by the Developer to be constructed on the Project Site, as the same may hereafter be further refined, enhanced or modified pursuant to the provisions of this Agreement. This is also referred to as "Plan A."

3.15 Project Site. That real property described in attached Exhibit "A," which is incorporated by reference.

3.16 Regulations. Constitutions, statutes, City ordinances and codes, City resolutions and official policies of City.

3.17 Uniform Codes. Uniform Codes adopted by reference in the MPMC in accordance with Government Code §§ 50022.2, *et seq.* as required by applicable law including, without limitation, Health and Safety Code § 18944.5 and Title 24 of the California Code of Regulations. The Uniform Codes govern building and construction standards including, without limitation, the building, plumbing, electrical, mechanical, grading, sign, and fire standards.

SECTION 4. GENERAL DEVELOPMENT OF THE PROPERTY.

4.01 Development Plan. The Development Plan, as provided in the Project's Specific Plan and attached as Exhibit "B," when combined with the Development Approvals and Existing Rules, specifies all of the following aspects of the Project: (i) proposed uses of the Project Site; (ii) height and size of buildings to be constructed on the Project Site; (iii) density and intensity of use of the Project Site; and (iv) requirements for reservation or dedication of portions of the Project Site for public purposes.

4.02 General Development. Any development of the Project on the Project Site must be conducted in accordance with the terms and conditions of this Agreement.

4.03 Permitted Uses. The permitted uses of the Project Site, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location of public improvements, and other terms and conditions of development applicable to the Project Site must be those set forth in the Existing Rules, the Development Approvals, including the Vesting Map, and this Agreement.

4.04 Future Approvals. City agrees that land uses set forth in the Development Approvals are approved or will be approved pursuant to the terms of this Agreement, provided that Developer satisfactorily complies with all preliminary procedures, actions, payments and criteria applicable as of the Effective Date of this Agreement and generally required of developers by City for processing applications for developments at such time. City agrees to grant and implement the necessary land use, zoning, site plan or subdivision approvals and to grant other approvals and permits, including the Ministerial Approvals, that will accomplish or facilitate development of the Project Site for the uses and to the density or intensity of development described and shown in the Development Approvals and/or this Agreement pursuant to the Existing Rules. Any development of the Project Site requires all discretionary approvals required by the Existing Rules (collectively, the "Future Development Approvals"). Upon granting any of the Future Development Approvals, they will become part of the Existing Rules, and Developer will have a "vested right," as that term is defined under California law, in and to such Future Development Approvals by virtue of this Agreement.

4.05 Existing Rules, Regulations and Official Policies. Subject to the limitations set forth in this Agreement, Developer has a vested right to develop the Project Site in accordance with, and to the extent of, the Development Approvals and this Agreement. Except as otherwise provided in this Agreement, the rules, regulations, official policies, and conditions of approval governing the permitted uses of the Project Site, the density or intensity of use, and the design, improvement, construction, building and occupancy standards and specifications applicable to the Project and the Project Site are those in force on the Effective Date this Agreement ("Existing Rules"). City may impose reasonable conditions in connection with such subsequent discretionary permit actions which are not deemed Ministerial Approvals, but such conditions and actions must not prevent development of the Project as contemplated by this Agreement and the Development Approvals, or place burdensome or restrictive measures on Developer in connection with the development of the Project.

4.06 Amendment to Existing Rules. In the event the MPMC is amended by City in a manner which provides more favorable site development standards than those in effect as of the Effective Date, Developer may notify City in writing of its desire to be subject to the new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council or by action of a City official whom the City Council may designate, such new standards will become applicable to the Project Site.

4.07 Exception for Uniform Codes. Notwithstanding anything in Sections 4.05 and 4.06 to the contrary, the Project is subject to the City's enforcement of the "uniform codes" regulating building or construction standards which will apply to the Project at the time the City issues building permits.

4.08 Application of New Rules, Regulations and Policies. This Agreement does not prevent City in subsequent actions applicable to the Project Site from applying new rules, regulations and policies which do not conflict with those rules, regulations, and policies applicable to the Project Site and set forth herein; nor does this Agreement prevent City from denying or conditionally approving any subsequent development project application on the basis of such existing or new rules, regulations, and policies.

4.09 Approval of Subsequent Tentative and Final Maps. Although the Existing Rules determine the standards for granting or withholding approval of tentative, vesting tentative and final maps and tentative, vesting tentative and final parcel maps, the procedures for processing approval of all such maps must be governed by regulations as may then be applicable.

4.10 Changes in State and Federal Rules and Regulations. Nothing in this Agreement precludes the application to the development of the Project Site of changes in City's laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations as provided in Government Code § 65869.5.

4.11 Permitted Fees and Exactions. Except as otherwise provided in this Agreement, and specifically excluding fees set by entities not controlled by City that are collected by City, City may only charge and impose those Development Impact Fees and Exactions, including, without limitation, dedications and any other fee or tax (including excise, construction or any other tax) relating to development or the privilege of developing, which are in effect on a Citywide basis as of the Effective Date. This Agreement will not be construed to limit the authority of City to charge processing fees for land use approvals, building permits or other similar permits or entitlements which are in force and effect on a Citywide basis at the time application is made for such permits or entitlements and which are designed to reimburse City's expenses attributable to such application. Developer takes notice pursuant to Government Code § 66020(d) that City is imposing exactions upon the Project in accordance with the Mitigation Fee Act (Government Code § 66000, *et seq.*). Developer is informed that it may protest exactions in accordance with Government Code § 66020.

4.12 Term of Map(s) and Other Development Approvals. Pursuant to Government Code §§ 66452.6(a) and 65863.9, the term of any subdivision or parcel map that has been or may in the future be processed on all or any portion of the Project Site and the term of each of the Development Approvals will be extended for a period of time through the scheduled termination date of this Agreement as set forth in Section 2.04 above.

4.13 Timing of Development. To the maximum extent permitted by law, it is express intention of the parties that the development of the Project Site will not be subject to any subsequently enacted initiative or ordinances adopted in response to an initiative which in conflict with the Development Approvals and/or this Agreement including, without limitation, any subsequently enacted initiative or ordinance adopted regarding consistency with the Project and/or Development Approvals with the General Plan. Without limiting the foregoing, it is the further intention of the parties that development of the Project Site be exempt from any subsequently enacted initiative or ordinances adopted in response to an initiative or City Council action that limits the number of building permits which may be issued in any year or otherwise seeks to limit the Developer's development plan. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that, subject to any infrastructure phasing requirements that may be required by the Development Approvals, Developer may (without obligation) to develop the Project Site in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Notwithstanding this total exemption of the Project Site from local ordinances regulating the number of building permits which may be issued per year, if there is a judicial determination as a result of proceedings instituted by anyone not a party to this Agreement that the Project Site is subject to a subsequently adopted ordinance or initiative regulating the number of building permits which may be issued, then Developer shall be entitled to construct the number of residential units specified in the Development Approvals. As a material part of this Agreement, City agrees that it will not (except as otherwise specifically authorized herein) determine, or seek to have a judicial determination made, that the Project Site is subject to any subsequently enacted ordinance or initiative regulating the number of building permits which may be issued in any year. This commitment is necessary and in the best interests of the parties in order to provide the open space, parks, public facilities and infrastructure necessary to meet the requirements of the Development Approvals and the needs of City.

4.14 Moratorium. No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Project Site, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within City, or portions of City, will apply to the Project Site to the extent such moratorium or other limitation is in conflict with this Agreement; provided, however, the provisions of this Section do not affect City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.

4.15 Infrastructure Capacity. Subject to Developer's installation of infrastructure in accordance with the requirements of the Development Approvals, City acknowledges that it will have sufficient capacity in its infrastructure, services and utility

systems including, without limitation, traffic circulation, storm drainage, flood control, electric service, sewer collection, sewer treatment, sanitation service and, except for reasons beyond City's control, water supply, treatment, distribution and service, to accommodate the Project. To the extent that City renders such services or provides such utilities, City agrees that it will serve the Project and that there will be no restriction on hookups or service for the Project except for reasons beyond City's control.

4.16 Infrastructure Phasing Flexibility. Notwithstanding the provisions of any phasing requirements in the Development Approvals, Developer and City recognize that economic and market conditions may necessitate changing the order in which the infrastructure is constructed. Therefore, City and Developer agree that should it become necessary or desirable to develop any portion of the Project's infrastructure in an order that differs from the order set forth in the Development Approvals, Developer and City will collaborate and City will permit any reasonable modification requested by Developer so long as the modification continues to ensure adequate infrastructure is available to serve that portion of the Project being developed.

4.17 Development Agreement; Existing Rules; Development Approvals. In the event of any inconsistency between any Existing Rule, Development Approval or Future Development Approval and this Agreement, the provisions of this Agreement control.

4.18 Design/Development Standards. Notwithstanding the provisions of the Existing Rules, the following design/development standards apply to the Project:

(a) Easements dedicated for pedestrian use are permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable and other utilities and facilities so long as they do not unreasonably interfere with pedestrian use.

(b) The elevations and design standards of the units (the "Residential Design Standards") are reflected in attached Exhibit "C," which is incorporated by reference. The Residential Design Standards for all residential units within the Project are substantially in conformance with the Residential Design Standards set forth in Exhibit "C."

(c) Developer is authorized to apply for and receive grading permits and permits to construct infrastructure improvements before approval of a final map.

(d) The Developer is not required to provide additional common area open space including, without limitation, any park areas, in excess of what is shown on the Development Plan.

4.19 Model Homes. Before a final map is recorded, City agrees to issue building permits and occupancy certificates for the construction of model homes (and related model home complex structures) that will be used by Developer for the purpose of promoting sales of single-family residential units within the Project; provided, however, in no event is City required to issue more than five building permits for the construction of

model homes, and in no event is Developer permitted to sell or transfer any model home until a final map is recorded on that portion of the Project Site where the model home is located.

4.20 Reimbursement. Nothing in this Agreement precludes City and Developer from entering into any reimbursement agreements for the portion (if any) of the cost of any dedications, public facilities and/or infrastructure that City may require as conditions of the Development Approvals or the Future Development Approvals, to the extent that they are in excess of those reasonably necessary to mitigate the impacts of the Project.

4.21 Public Financing of Improvements. Developer may, from time to time, request City to establish one or more assessment and/or community facilities districts to finance infrastructure, public facilities and/or fees ("Financing Mechanism") that may be required in connection with the development of the Project. City agrees to use its best efforts to implement such requests subject to applicable state and federal law and to the Existing Rules.

4.22 Development Impact Fee Program. Developer will make public infrastructure improvements ("Improvements") that will serve the public interest as part of the Project including without limitation: the modification of power utility services (which may include undergrounding, relocation, raising, or other modifications), removal of an unsightly and ineffective retaining wall and other measures on an adjacent property that no longer supports the stabilization of the hillside and the reclamation of the sidewalk that extends along the Garvey Avenue at the Project's frontage. Developer and City have agreed that the costs to design and construct the Improvements will be eligible for a Development Impact Fee Program that will provide a credit to the Developer against certain Development Impact Fees in exchange for the Developer construction and dedication of the Improvements. If appropriate, the parties may enter into a separate DIF Credit Agreement that will be executed as a separate instrument and does not constitute an amendment to this Agreement.

SECTION 5. PERIODIC REVIEW

City will conduct a review of this Agreement as set forth in the following subsections.

5.01 Annual Review. City must review the extent of good faith compliance by Developer with the terms of this Agreement at least once every 12-month period from the Effective Date of this Agreement.

5.02 Procedure. Such annual review must be conducted in accordance with the MPMC.

5.03 Notice. City must notify Developer in writing of the date of review at least 30 days prior thereto.

5.04 Good-faith Compliance. During each annual review, Developer is required to demonstrate good faith compliance with the terms of this Agreement. Developer agrees

to furnish reasonable evidence of good faith compliance as City, in the exercise of its reasonable discretion, may require. If requested by Developer, City agrees to provide to Developer, a certificate that Developer, or a duly authorized assignee, transferee or successor in interest, is in compliance with the terms of this Agreement, provided Developer reimburses City for all reasonable and direct costs and fees incurred by City with respect thereto.

5.05 Production of Documents and Other Evidence. Developer agrees to furnish such reasonable evidence and adequate documentation of good faith compliance as City, in the exercise of its reasonable discretion, may require.

5.06 Cost of Annual Review. The costs incurred by City in connection with the annual review must be borne by Developer.

5.07 Failure to Conduct Annual Review. City's failure to perform an annual review pursuant to the terms of this Section 5 does not constitute a Developer default.

SECTION 6. OBLIGATIONS OF AND CONTRIBUTIONS BY DEVELOPER.

6.01 Contributions. In consideration of City entering into this Agreement, Developer has agreed to comply with the applicable provisions of the Development Approvals the Existing Rules in developing the Project and to perform certain obligations and provide certain contributions set forth therein, which City acknowledges will have an overall benefit to the public and surrounding area, including without limitation: the reclamation of the sidewalk adjacent the exterior perimeter of the Project Site along Garvey Avenue.

6.02 Mitigation Measures. Developer must comply with the Mitigation Measure and Reporting Plan ("MMRP") adopted via Resolution No. XXXX on XXXX, 2021 is incorporated by reference into this Agreement as if fully set forth. Failure to comply with the MMRP constitutes a material breach of this Agreement.

6.03 Green Construction. Developer agrees to analyze the feasibility of incorporating green construction practices, materials and features that are environmentally sustainable into the Project.

6.04 Nexus/Reasonable Relationship Challenges. Developer consents to, and waives any rights it may have now or in the future to challenge the legal validity of, the conditions, requirements, policies or programs required by the Existing Rules or this Agreement including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.

6.05 Cooperation By Developer. Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder, and cause Developer's planners, engineers, and all

other consultants to submit in a timely manner all required materials and documents therefore.

6.06 Other Governmental Permits. Developer must apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project Site as may be required for the development of, or provision of services to, the Project.

6.07 Reimbursement for City's Efforts on Behalf of Developer. To the extent that City, on behalf of (and requested by) Developer, attempts to enter into binding agreements with other entities in order to assure the availability of certain permits and approvals or services necessary for development of the Project as described in this Agreement, Developer must reimburse City for all costs and expenses incurred in connection with seeking and entering into any such agreement. Any fees, assessments or other amounts payable by City pursuant to any such agreement described herein must be borne by Developer except where Developer has notified City in writing, before City entering into such agreement, that it does not desire for City to execute such agreement.

6.08 City's Efforts to Defend and/or Enforce Multi-Agency Agreements. Developer must defend City in any challenge by any person to any agreement identified in Section 6.07, and must reimburse City for any costs and expenses incurred by City in enforcing any such agreement.

6.09 Water Meter Installation Fees. In order to provide firefighting capacity within each dwelling unit, Developer agrees to install fire sprinklers in all dwelling units, in accordance with the MPMC and City's Fire Department Regulations, and 1-inch water meters.

SECTION 7. OBLIGATIONS OF CITY.

In consideration of Developer entering into this Agreement, City has agreed to the following with respect to the development of the Project Site:

7.01 Processing. City recognizes that expeditious processing of ministerial permits and approvals and discretionary actions, if any, and any other approvals or actions required for the Project can be helpful to the Project. In recognition of this value, City agrees to reasonably cooperate with Developer to establish time frames for processing and reviewing such ministerial permits and approvals and discretionary actions and to comply with any timeframes established in the Development Approvals. Upon satisfactory completion by Developer of all required preliminary actions and payments of appropriate processing fees, if any, City must promptly commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development by Developer of the Project Site in accordance with the other Development Approvals including, without limitation, the following:

(a) the holding of all required public hearings; and

(b) the processing and approval of all Ministerial Approvals and related matters as necessary for the completion of the development of the Project. In this regard, Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder as required by the Existing Rules and must cause Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefore as required by the Existing Rules.

7.02 Standard of Review. The rules, regulations and policies that apply to any Ministerial Approvals which must be secured before the construction of any portion of the Project must be the Existing Rules. Any Ministerial Approval, including without limitation a building permit, must be approved by City within a reasonable period of time after application is made therefor.

7.03 Contract Services. If requested by Developer, at Developer's expense, City must obtain outside contractual services as necessary to ensure prompt processing of all Development Approvals.

SECTION 8. AMENDMENTS.

8.01 Amendment by Mutual Consent. This Agreement may be amended from time to time by mutual written consent of the original parties or their successors in interest, with City's costs payable by amendment applicants, in accordance with the provisions of Government Code §§ 65867 and 65868 and provided that: (i) any amendment to this Agreement which does not relate to the term, permitted uses, density or intensity of use, height or size of buildings, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by Developer or any conditions or covenants relating to the use of the Project Site, does not require notice or public hearing before the parties may execute an amendment hereto; and (ii) any other amendment of this Agreement will follow the MPMC.

8.02 Amendment Exemptions. It is contemplated by City and Developer that Developer may, from time to time, seek amendments to one or more of the Development Approvals and Future Development Approvals. Any such amendments are contemplated by City and Developer as being within the scope of this Agreement as long as they are consistent with the Existing Rules and will, upon approval by City, continue to constitute the Development Approvals as referenced herein. The parties agree that any such amendments do not constitute an amendment to this Agreement nor require an amendment to this Agreement.

8.03 Amendment of Development Permits. Upon the written request of Developer, any Development Approval, including the Vesting Map and the Specific Plan may from time to time be amended or modified in the manner set forth in this Agreement, the Existing Rules and applicable State laws.

8.04 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer and the refinements and further development of the Project may demonstrate that clarifications are appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the term of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, they may effectuate such clarifications through operating memoranda approved by City and Developer, which, after execution, will be attached to this Agreement. No such operating memoranda constitute an amendment to this Agreement requiring public notice or hearing. The City Attorney is authorized to make the determination whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such a character to constitute an amendment to this Agreement pursuant to Section 8.01 above. The City Manager is authorized to execute any operating memoranda without City Council or Planning Commission action.

SECTION 9. TRANSFERS AND ASSIGNMENTS.

9.01 City's Intent. Developer has demonstrated, and City finds that Developer possesses, the experience, reputation and financial resources to develop and maintain the Project Site in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Project Site to a high quality standard contemplated by the General Plan that City is entering into this Agreement. Accordingly, restrictions on the right of Developer to assign or transfer the rights and privileges contained in this Agreement in whole or in part are necessary in order to assure the achievement of the objectives of the General Plan and this Agreement.

9.02 Developer's Right to Assign or Transfer. Subject to the provisions of this Section 9.02 and the provisions of Section 9.08 below, Developer may assign or transfer any of its rights or interests under this Agreement subject to consent of City, which consent will not be unreasonably withheld, delayed or denied.

9.03 Restriction on Assignment Does Not Constitute an Unreasonable Restraint on Alienation. Developer agrees that the restriction on its right to transfer any of its rights or interests under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to City to enter into this Agreement since the restriction reserves for City the power to prevent the transfer of any of the rights and obligations hereunder to an unreliable developer.

9.04 Restriction on Assignment Does Not Prevent Developer From Conveying the Project Site. The parties agree that the restriction on assignment without consent is limited solely to those certain vested rights created under this Agreement and such restriction does not affect Developer's right to convey the Project Site itself.

9.05 Request Procedure. City must administer the provisions of this Section through its Director. Developer must notify the Director and the City Manager in writing of its request for City's consent to an assignment or transfer (if required) under this Section,

together with a statement that if the Director does not notify Developer within thirty (30) days of receipt of the request, the request is deemed approved.

9.06 30-Day Period. If, within such 30-day period the Director does not so notify Developer, the request for consent is automatically deemed approved and no further action by Developer or City is necessary. Developer agrees to provide additional information as the Director may reasonably request within such 30-day period.

9.07 Assignment. Subject to the provisions of Section 9.02 above and the provisions of Section 9.08 below, the management control and responsibility of Developer and the expertise, competence, and financial strength of Developer are integral components of the consideration for City entering into this Agreement. In order to preserve such consideration for City and for City to receive full value, the parties hereto agree that the occurrence of any of the following events constitute, for purposes of this provision, an assignment:

(a) A change in the composition of ownership interests in and control of Developer, the result of which diminishes Developer's ownership interest to less than twenty percent (20%).

(b) A change in the composition of ownership interests in and control of the Project Site such that Developer's equity in the Project Site is reduced to less than fifty-one percent (51%).

9.08 Minor Assignments. The following transfers are considered minor assignments which are not subject to this Section:

(a) The granting of easements to any appropriate governmental entity or utility to facilitate the development of the Project;

(b) A sale of a completed residential unit to an individual purchaser; and

(c) A transfer to a "Developer Affiliate." The term "Developer Affiliate" means any of the following:

(i) Any corporation in which Developer owns or controls, directly or indirectly, fifty-one percent (51%) or more of the common stock (a "Developer Controlled Corporation"); and

(ii) Any general or limited partnership, or limited liability company or partnership in which Developer or a Developer Controlled Corporation is the managing general partner or member or, if not the managing general partner or member, a partner or member having fifty-one percent (51%) or more ownership interest.

9.09 Notice of Proposed Assignment. If City's consent to a transfer is required under this Section, Developer must provide City with adequate evidence that the proposed assignee, buyer or transferee is qualified using the standards and conditions

described in this Section, and ability to comply with these standards and conditions will be the test of reasonableness.

9.10 Conditions and Standards. The conditions and standards referred to above are as follows:

(a) Such assignee or transferee possesses the experience, reputation and financial resources to cause the Project Site to be developed and maintained in the manner contemplated by the General Plan and this Agreement;

(b) Such assignee or transferee enters into a written assumption agreement, in form and content satisfactory to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement;

(c) Such assignment or transfer will not impair the ability of City to achieve the objectives of this Agreement.

9.11 Financing Exemption. This Agreement does not prevent or limit Developer from encumbering the Project Site or any portion thereof or any improvements thereon with any mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance in which the Project Site, or a portion thereof or interest therein, is pledged as security, and contracted for in good faith and fair value in order to secure financing with respect to the construction, development, use or operation of the Project Site. Mortgages, deeds of trust, sales and lease-backs, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Project Site are permitted without the consent of City, provided City receives prior notice of such financing (including the name and address of the lender and the person or entities acquiring any such secured interest) and Developer retains the legal and equitable interest in the Project Site and remains fully responsible hereunder. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development. City acknowledges that the lender(s) providing such financing may require certain Agreement interpretations and modifications and agrees, from time to time, to meet with Developer and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any mortgagee of a mortgage or a beneficiary of a deed of trust ("Mortgagee") of the Project is entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement will defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Project made in good faith and for value.

(b) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City will provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice

of default to Developer. The Mortgagee has the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(c) No Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Developer or other affirmative covenants of Developer under this Agreement, or to guarantee performance. In addition, the Mortgagee shall have no right to develop or operate the Project Site without fully complying with the terms of this Agreement, and to the extent that any covenant to be performed by Developer is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance under this Agreement.

9.12 Notice of Assignment. Upon receiving approval of an assignment, Developer must provide City with written notice of such assignment and as part of such notice the assignee must execute and deliver to City an assumption agreement in which the name and address of the assignee is set forth and the assignee expressly and unconditionally assumes the obligations of all the provisions set forth in this Agreement.

9.13 Unapproved Assignments. If City reasonably makes the determination not to consent to the assignment or transfer of the rights and privileges contained in this Agreement, and Developer conveys the Project Site to a third party, in whole or in part, Developer must remain liable and responsible for all of the duties and obligations of this Agreement.

9.14 Notice of Sale of Project Site. Except for sales of individual residential units, Developer must give written notice to City, within 10 days after close of escrow, of any sale or transfer of any portion of the Project Site, specifying the name or names of the purchaser, the purchaser's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement must be given.

9.15 Liabilities Upon Transfer. Upon any transfer of any portion of the Project Site and the express assumption of Developer's obligations under this Agreement by such transferee, Developer is released from its obligations under this Agreement with respect to the Project Site, or portion thereof, so transferred arising subsequent to the effective date of such transfer and City agrees to look solely to the transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Project Site acquired by such transferee. A default by any transferee only affects that portion of the Project Site owned by such transferee and will not cancel or diminish in any way Developer's rights hereunder with respect to any portion of the Project Site not owned by such transferee. The transferee is responsible for the reporting and annual review requirements relating to the portion of the Project Site owned by such transferee, and any amendment to this Agreement between City and a transferee only affects the portion of the Project Site owned by such transferee.

SECTION 10. DELAYS IN PERFORMANCE.

10.01 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Developer and City are excused for performance of their obligations hereunder and the term of this Agreement will be extended during any period of delay caused by matters outside their reasonable control including, without limitation, civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, acts of terrorism, or restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder ("Permitted Delays").

10.02 Third Party Actions. Any court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not Developer is a party to or real party in interest in such action or proceeding, constitutes a Permitted Delay under this Section; provided, however, the filing of any third party lawsuit(s) against City or Developer relating to this Agreement, the Development Approvals, any Future Development Approvals or to other development issues affecting the Project Site will not delay or stop the development, processing or construction of the Project, approval of any Future Development Approvals, or issuance of Ministerial Approvals, unless the third party obtains a court order preventing the activity. City will not stipulate to or cooperate in the issuance of any such order without Developer's mutual consent.

10.03 Notice of Permitted Delays. City and Developer will promptly notify the other party of any delay hereunder as soon as possible after the same has been ascertained.

SECTION 11. DEFAULT.

11.01 Events of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, the failure or unreasonable delay by either party to perform any material term or provision of this Agreement for a period of 30 days after the dispatch of a written notice of default from the other party constitutes a default under this Agreement ("Event of Default"). If the nature of the alleged default is such that it cannot reasonably be cured within such 30-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure is deemed a cure within such period.

11.02 Notice of Event of Default. Any notice of an Event of Default given hereunder must specify in detail the nature of the alleged Event of Default and the manner in which such Event of Default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

11.03 Cure Period. Any party is in default of this Agreement if such party fails to perform or comply with the terms and conditions of this Agreement and does not cure that failure within the period of 30 days after written notice of default, or if such default is of a nature which cannot reasonably be cured within 30 days, then if such party does not cure such failure within such longer period of time as is reasonably required to cure such default, but not to exceed 45 days in the aggregate, provided that the defaulting party undertakes diligently and in good faith to commence such cure within not more than 10 business days after notice of default and is diligently and in good faith pursuing such cure to completion. However, the cure period can be longer than 30 days if it is reasonable under the circumstances or the repair or cure work takes longer than 30 business days to complete.

11.04 General Default Remedies. After notice and expiration of the 30-day period without cure, then after providing the defaulting party with at least 10 business days advance notice, the non-defaulting party may perform or cause to be performed such work. After delivering evidence of the cost of such work to defaulting party, which evidence will be reasonably documented, defaulting party must reimburse non-defaulting party for the cost of said work, plus a 10% administrative fee. Defaulting party must deliver said reimbursement within 10 business days after receiving the evidence of the amount of said costs. The non-defaulting party reserves the right to exercise any such rights and remedies against the defaulting party as it may have at law or in equity including, without limitation, the right to terminate this Agreement pursuant to Government Code § 65868 or seek mandamus, specific performance, injunctive or declaratory relief.

11.05 Remedies Cumulative. Any rights or remedies available to non-defaulting party under this Agreement and any other rights or remedies that such party may have at law or in equity upon a default by the other party under this Agreement must be distinct, separate and cumulative rights and remedies available to such non-defaulting party and none of such rights or remedies, whether or not exercised by the non-defaulting party, must be deemed to exclude any other rights or remedies available to the non-defaulting party. The non-defaulting party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting party considers appropriate.

11.06 Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto.

11.07 Developer Default. No building permit will be issued or building permit application accepted for any structure on the Project Site after Developer is determined by City, to be in material default of the terms and conditions of this Agreement, and until such default thereafter is cured by the Developer or is waived by City.

11.08 Waiver. All waivers must be in writing to be effective or binding upon the waiving party, and no waiver must be implied from any omission by a party to take any

action with respect to such Event of Default. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party does not constitute waiver of such party's right to demand strict compliance by such other party in the future.

11.09 Scope of Waiver. No express written waiver of any Event of Default must affect any other Event of Default, or cover any other period of time specified in such express waiver.

11.10 Venue. In the event that suit is brought by either party to this contract, the parties agree that venue is exclusively vested in the State courts of the County of Los Angeles or where appropriate, in the United States District Court, Central District of California, Los Angeles, California.

SECTION 12. TERMINATION.

12.01 Effect of Termination. This Agreement may be cancelled, in whole or in part, by mutual consent of the parties or their successors in interest in accordance with Government Code § 65867. Unless terminated earlier, pursuant to the terms of this Agreement, this Agreement automatically terminates upon the expiration of the Term. Termination of this Agreement, for any reason, does not, by itself, affect any right or duty arising from entitlements or approvals set forth under the Development Approvals. Upon termination of this Agreement, the rights, duties and obligations of the parties hereunder will, subject to the following provisions, cease as of the date of such termination.

12.02 Termination for Individual Lots. This Agreement will terminate with respect to any lot and such lot is released and no longer be subject to this Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.

12.03 Termination by City. If City terminates this Agreement because of Developer's default, then City retains any and all benefits, including money or land received by City hereunder.

SECTION 13. RELATIONSHIP OF PARTIES.

13.01 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project Site is a separately undertaken private development.

13.02 Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.

13.03 No Joint Venture or Partnership. City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith must be construed as making City and Developer joint venturers or partners.

13.04 No Third Party Beneficiaries. The only parties to this Agreement are Developer and City. There are no third party beneficiaries and this Agreement is not intended, and must not be construed, to benefit, or be enforceable by any other person whatsoever.

13.05 Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Development Agreement and this has resulted in a product of the joint drafting efforts of both parties. Neither party is solely or independently responsible for the preparation or form of this agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either party.

SECTION 14. STATEMENT OF COMPLIANCE.

Within 30 days following any written request which either City or Developer may make from time to time, the other will sign and deliver to the requesting party a statement certifying that: (1) this Agreement is unmodified and in full force and effect or, if there have been modifications hereto, that this Agreement is in full force and effect, as modified, and stating the date and nature of such modifications; (2) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such defaults; and (3) any other reasonable information requested. The failure to deliver such statement within such time is conclusive upon the party which fails to deliver such statement that this Agreement is in full force and effect without modification and that there are no uncured defaults in the performance of the requesting party. The City Manager is authorized to execute any such statement.

SECTION 15. APPLICABLE LAW.

This Agreement will be construed and enforced in accordance with the laws of the State of California.

SECTION 16. SUPERSESSION OF SUBSEQUENT LAWS OF JUDICIAL ACTION.

The provisions of this Agreement will, to the extent feasible, be modified or suspended as may be necessary to comply with any new law or decision issued by a court of competent jurisdiction, enacted or made after the Effective Date which prevents or precludes compliance with one or more provisions of this Agreement. Immediately after enactment of any such new law, or issuance of such decision, the parties must meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement.

SECTION 17. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement or any Development Approval or any Future Development Approval, should any be obtained, the parties hereby agree to cooperate in defending said action or proceeding.

SECTION 18. HOLD HARMLESS AGREEMENT.

Developer hereby agrees to, and must defend, save and hold City and its elected and appointed boards, commissions, officers, agents, and employees harmless from, any and all claims, costs and liability for any damages, personal injury or death, which may arise, directly or indirectly, from Developer's or Developer's contractors', subcontractors', agents or employees' operations under this Agreement, whether such negligent operations be by Developer or by any of Developer's contractors, subcontractors, agents or employees. The foregoing hold harmless provision does not apply to any claims, costs or liability arising from the negligence or willful misconduct of City or City's contractors, subcontractors, agents or employees.

SECTION 19. INDEMNIFICATION.

Developer agrees to indemnify and hold City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from City's approval of Project No. _____, this Agreement, and all procedures with approving this Agreement (collectively, "Discretionary Approvals"). Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Discretionary Approvals, Developer agrees to defend City (at City's request and with counsel satisfactory to City) and will indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this Section "City" includes the City of Monterey Park's elected officials, appointed officials, officers, and employees.

SECTION 20. LIMITATION OF LIABILITY.

In no event will any present, past or future officer, director, shareholder, employee, partner, affiliate, manager, member, representative or agent of Developer or City (each, a "Related Party") have any personal liability, directly or indirectly, under this Agreement and recourse will not be available against any Related Party in connection with this Agreement or any other document or instrument heretofore or hereafter executed in connection with this Agreement.

SECTION 21. NOTICES.

Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally or by registered mail, return-receipt requested, by overnight delivery, or by facsimile. Notice, whether given by registered mail personal or other permitted form of delivery, must be deemed to have been given and received on the actual receipt by any of the addresses designated below as the party to whom notices are to be sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication must be given. Such notices or communications must be given to the parties at their addresses set forth below:

To City:

With a copy to:

Karl H. Berger
City Attorney

To Developer:

Karrie On
Center Int'l Investments
501 W. Garvey Avenue, #207
Monterey Park, CA 91754
karrie@centerintlinvestments.com

With a copy to:

Sheppard Mullin Richter & Hampton LLP
333 South Hope Street, 43rd Floor
Los Angeles, CA 90071
Attention: Alfred Fraijo Jr., Esq.
afraijo@sheppardmullin.com

SECTION 22. EXHIBITS.

22.01 Designation of Exhibits. The reference to a specified Exhibit in this Agreement is a reference to a certain one of the Exhibits listed below, as determined by the accompanying letter designation.

EXHIBIT DESIGNATION	DESCRIPTION
Exhibit "A"	Project Site Legal Description
Exhibit "B"	Development Plan
Exhibit "C"	Residential Design Standards
Exhibit "D"	Project and Plan B Schedule(s)

22.02 Incorporation by Reference. All Exhibits are incorporated by reference into this Agreement.

SECTION 23. SEVERABILITY.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

SECTION 24. RECORDATION.

In order to comply with Section 65868.5 of the Development Agreement Legislation and Section [__] of the MPMC, the parties do hereby direct the City Clerk to cause a copy of this Agreement to be recorded with the County Recorder of the County of Los Angeles, within 10 days after passage by City of the ordinance approving this Agreement. Amendments approved by the parties, and any cancellation or termination of this Agreement, will be similarly recorded.

SECTION 25. ENTIRE AGREEMENT.

Except for the Settlement Agreement, this Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof. To the extent any term and condition of the Settlement Agreement conflicts with this Agreement, the Settlement Agreement will take precedence. Except as otherwise specified in this Agreement and the Exhibits hereto, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits hereto.

SECTION 26. COUNTERPARTS.

This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together constitutes one and the same instrument.

SECTION 27. ELECTRONIC SIGNATURES.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written above.

City of Monterey Park

By: _____
Mayor

_____,
_____

By: _____

By:_____

APPROVED AS TO FORM:

City of Monterey Park

_____
Karl H. Berger
City Attorney

ATTEST:

By: _____
City Clerk

*Notes: If the Developer is a Corporation, then this document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations' Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand. Developer's signature must be notarized.

STATE OF California)
) ss:
COUNTY OF _____)

On _____, 2021 before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

STATE OF California)
) ss:
COUNTY OF _____)

On _____, 2021 before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

STATE OF California)
) ss:
COUNTY OF _____)

On _____, 2021 before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

EXHIBIT “A”

PROJECT SITE LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

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 TO 18 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5254-002-031

EXHIBIT “B”

DEVELOPMENT PLAN

EXHIBIT "B"
DEVELOPMENT PLAN

A. Permitted Uses

Single-family residences

B. Open Space

Minimum required: 55,000 square feet of Specific Plan Area

C. Minimum Lot Dimensions

Minimum width: 50

Minimum size: 7,515 square feet

D. Maximum Floor Area Ratio

The maximum Floor Area Ratio for lots 6,000 -10,000 square feet is 0.40 and for lots over 10,000 square feet is 0.35.

E. Building Height

No lot or parcel of land with an average natural grade exceeding three stories or thirty-six (36) feet in height. The maximum allowable height of a structure is measured from the lowest elevation of the existing grade at an exterior wall of the structure to the highest point of the structure.

F. Setbacks

Front: 10 feet

Rear: 25 feet

Side: 5 feet

G. Upper and Lower Site Retaining Walls Height, Finish, and Design

Height:

Lower Site Retaining Wall Maximum Height: 42 Feet

Upper Site Retaining Wall Maximum Height: 45 Feet

Wall Finish:

The Lower Site Retaining Wall will include a natural-looking finish. The wall finish will be

selected by the Owner/Developer from one of the City Council approved options below. No further City approval of the wall finish will be required so long as the Lower Site Retaining Wall substantially conforms with the following options:

Wall Finish Option 1: Rock Finish (Sculpted and stained)

Wall Finish Option 2: Rock Finish (Sculpted and stained)

Wall Finish Option 3: Quarry Finish (Score lines, acid etching, and/or sandblasted finish)

Wall Finish Option 4: Landscaped Finish (Vines planted at the base to cover the wall

The Upper Site Retaining Wall will include a landscaped finish with vines planted at the base to grow up and cover the wall.

Wall Design:

The Lower Site Retaining Wall will include one of the finish options as approved by the City Council described above with trees planted along West Garvey Avenue and shrubs planted at the base of the trees. Any additional details or alternatives to the wall design will be deemed approved by the City, provided the revisions substantially conform to the options and landscaping described herein.

The Upper Site Retaining Wall will include the Landscaped Finish described above with trees planted along the Upper Site Retaining Wall. Any additional details or alternatives to the wall design will be deemed approved by the City, provided the revisions substantially conform to the options and landscaping described herein.

H. Other Fences and Walls on Individual Residential Lots

Maximum height 4 ft. in front yard, 6 ft. elsewhere

Wood and masonry wall and fences are permitted.

No chain link in front yard area.

No barbed wire or other hazardous materials. I. Parking

Driveway width: 10 ft. minimum.

Lots 1-15: Three (3) Enclosed Parking Spaces Required.

Lot 16: Two (2) Enclosed Parking Spaces Required.

J. Landscaping

Most of the open areas in front of the house exposed to public view, except driveways, parking areas, walkways, utility areas, improved decks, patios, porches, or play areas, must be maintained with a combination of appropriate vegetative landscaping and permeable materials such as mulch, decomposed granite, gravel, stones, and similar permeable materials that allow for infiltration and reduce runoff. Permeable materials must be compacted or secured in such a way as to avoid spreading over any portion of a public sidewalk or street. Appropriate landscaping includes the use of native planting or compatible species of drought-tolerant plants, and synthetic grass with lifelike individual blades of grass that emulates real grass and has a pile height of one and three-fourths-inch or more.

Landscaping must consist of combinations of trees, shrubs, and ground covers with careful consideration given to eventual size and spread, susceptibility to disease and pests, and durability and adaptability to existing soil and climatic conditions.

EXHIBIT “C”

RESIDENTIAL DESIGN STANDARDS

EXHIBIT "C"
RESIDENTIAL DESIGN STANDARDS

A. Design Objectives and Intent

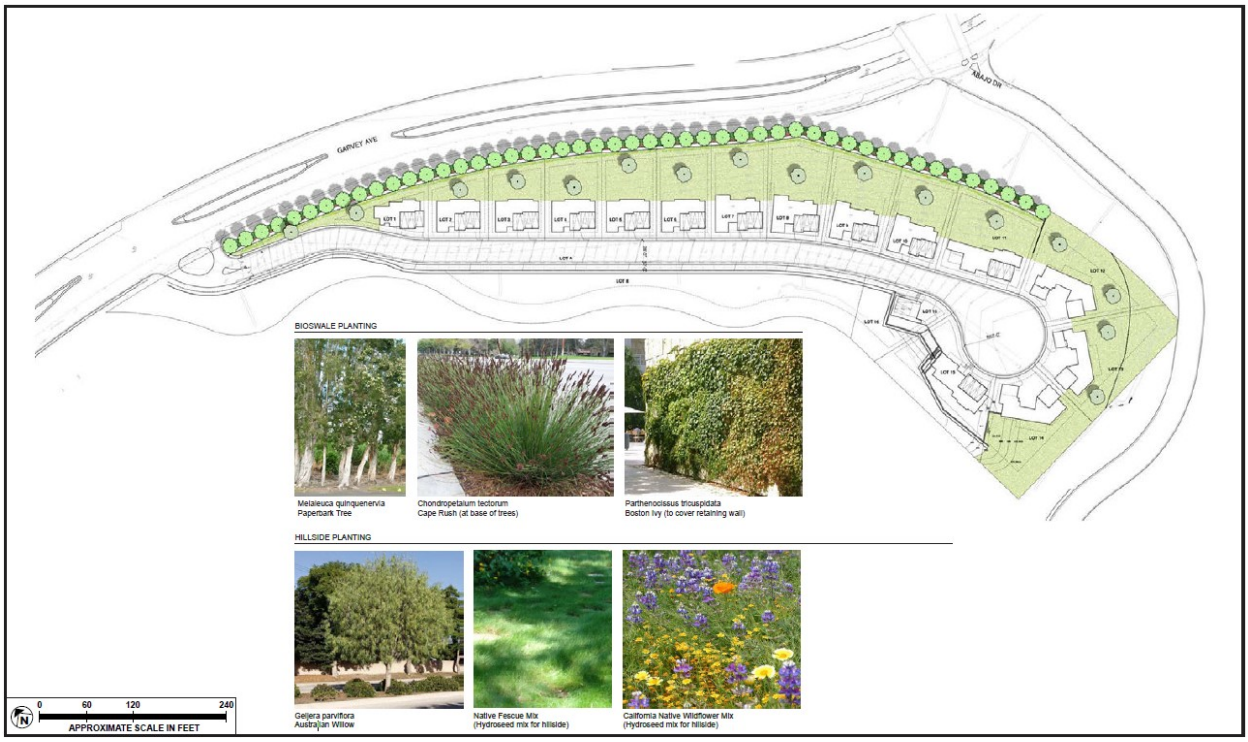
These Design Guidelines are provided to meet the intent of Chapter 21.36 Design Review in the MPMC by:

- Promoting the public health, safety, and general welfare by establishing regulations to preserve and protect existing neighborhoods.
- Preventing the development of structures or uses which are not of acceptable exterior design or appearance or are of inferior quality or likely to have a depreciation or negative effect on the local environment or surrounding area by reason of use, design, appearance, or other criteria.
- Assuring compatibility in the permitted use and enjoyment of property within the Specific Plan Area and the surrounding area by defining Design Guidelines to protect the use, integrity, and character of the neighborhood and surrounding properties.

B. Master Landscape Plan

The master landscape plan is provided in **Figure 1: Master Landscape Plan**.

Figure 1: Master Landscape Plan



As shown, landscaping, including trees, shrubs, and groundcover will be planted in front of the Site Retaining Walls. Climbing vines may also be planted to grow up these walls. The graded slopes will be planted with native grass and wildflower species. This master landscaping will be maintained by a Homeowners Association.

C. Architectural Design

Figures 2a-d: Conceptual Elevations show the conceptual architectural design for the single-family residences. The lots accommodate eight different floor plans, each of which will be expressed through different exterior massing to ensure variety in the visual character of the residences. All residences will have flat roofs with a unified visual character created by the materials used, including exterior plaster, fiber cement siding and panels, textured stone veneer, colored aluminum frame doors and windows, and vertical wood slats and other wood accents. These color range for these materials will include white, off-white, light and dark grey, and brown.

Figure 2a: Conceptual Elevation

Figure 2b: Conceptual Elevation

Figure 2c: Conceptual Elevation

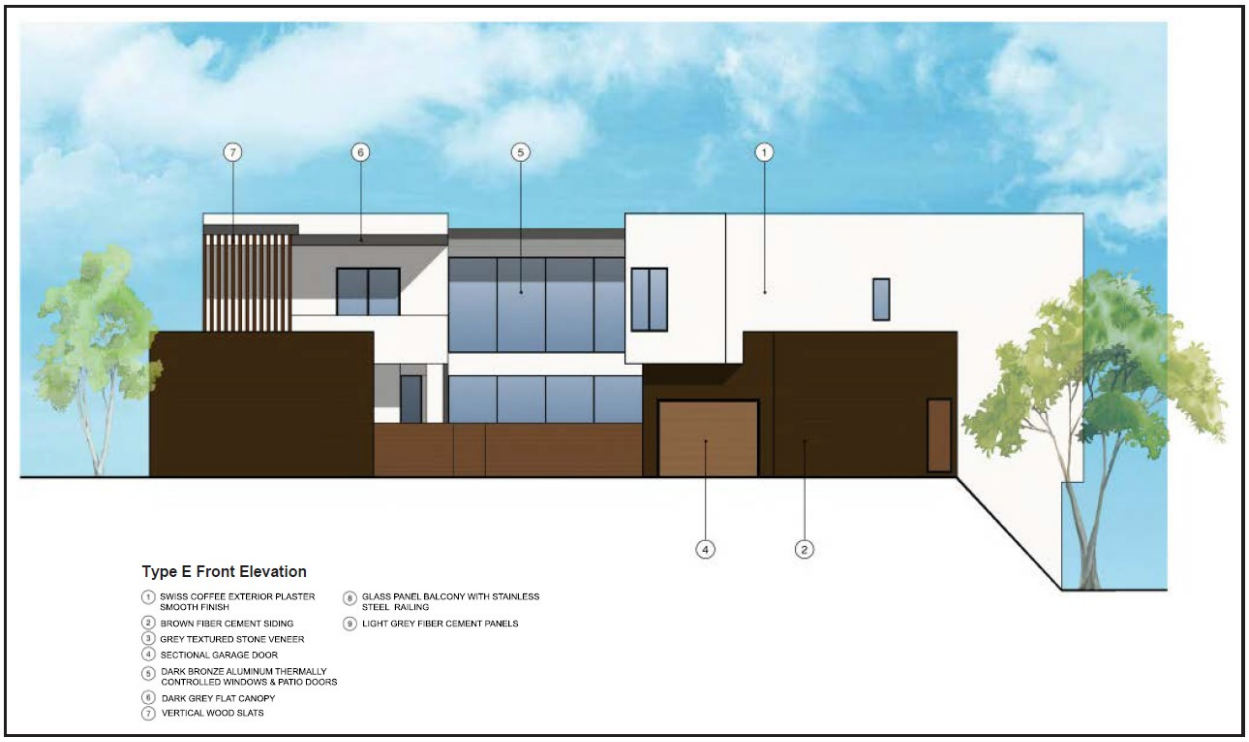


Figure 2d: Conceptual Elevation

EXHIBIT “D”

PROJECT AND PLAN B SCHEDULE(S)

Option 2(A) Timeline:
Residential Development (Plan A) with Slope Stabilization (Plan B/B2)
Updated 06/01/20

05/22/20 – File Plan A Project Application with City [CII] **Received**

05/22/20 – File Plan A vesting tentative map (VTM) application with City [CII] **Received (6/1)**

05/29/20 – Submit Specific Plan to City [CII] **Received**

05/29/20 - Screencheck IS/EIR submitted to City [CII] **Received**

05/29/20 – NOP issued for 30-Day Review of Initial Study [City] **Draft Received**

06/22/20 – City determination regarding Project application completeness [City]

07/10/20 – Submit Draft EIR [CII]

07/10/20 – Publish DEIR/Notice of Availability/Notice of Completion for Circulation (30 days) [City]

08/21/20 – Submit Final EIR with Draft EIR comments addressed [CII]

09/28/20 – City staff approval of VTM/DA/Final EIR/Specific Plan [City]

10/13/20 – Planning Commission Hearing [City]

11/04/20 – City Council hearing: first reading [City]

11/05/20 – *If City Council denies Residential Development Project* – Plan B2 Slope Stabilization Mobilization commences [CII/City]

12/02/20 – City Council hearing: second reading [City]

01/02/21 – Ordinance Effective [City]

01/15/21 – Horizontal permits issued [City]

02/02/21 – Final Map Recorded [City]

03/02/21 – File Writ Period Ends [City]

03/08/21 – Mobilize for Horizontal Improvements [CII]

04/05/22 – *If no go for Residential Development Project*: Plan B2 Slope Stabilization complete per City approved plan [CII]

09/08/22 – Stabilization complete for the overall Residential Development Project [CII]

EXHIBIT E
1688 W. Garvey Residential Project History and FAQ

1688 West Garvey Residential Project
History and FAQ

The City is currently processing an application for a residential development proposed for 1688 West Garvey (the "Project"). Public hearings before the City Council are tentatively scheduled for June 2, 2021. Since release of the draft environmental impact report ("DEIR") regarding the Project, the City received numerous letters and public comments. The City is releasing this brief history and FAQ to help reduce confusion regarding the Project.

Brief History

The Project site was originally approved for development in 1978 and 1979 for 31 residential dwelling unit. That original project was developed by the Good Views Land Development Company. Consequently, during the 40 years since that time, the Project site is commonly referenced as the "Good Views" property.

The Good Views property is historically unstable. In 1983, Garvey Avenue was damaged, and blocked, by a slope failure resulting in the City taking emergency action to construct various soil stabilization and drainage infrastructure. In 1986, the City entered into an agreement with the Good Views developer to construct permanent structures intended to stabilize the hillside that was to be completed by December 5, 1986. In 1987, 1988, and 1989, a number of City consultants advised the City regarding what measures were required to stabilize the hillside. The Good Views property owner failed to implement any of those recommendations. As a result, the City in 1991 issued a notice of violation to Good Views that the Project site constituted a public nuisance requiring abatement.

After providing notice on an annual basis, the City in 1994 was unable to contact Good Views representatives. It is unclear what happened to Good Views by that time. In 1997, the City Council declared the property to be a public nuisance and commenced abating the property. Among other things, it installed a gate on the abandoned private road. The City took additional abatement action in 2000 and 2002. In sum, the City expended an estimated $200,000 to $300,000 to abate nuisances on the property in the years before 2013.

Starting in 2013, the City again undertook various code enforcement actions against the new property owner[1] of 1600-1688 West Garvey Avenue. Among other things, the City directed the property owner to submit an erosion plan; remove trash, junk and debris; abate weeds and overgrown vegetation; and maintain slope drainage. Between 2013 and 2015, the City issued six different administrative citations regarding the property in response to various issues related to the property including, without limitation, a tree that fell onto West Garvey Avenue in 2014 that both blocked the street and brought down power lines owned by Southern California Edison.

[1] Center International Investments, Inc. or "CII."

Concerned that the El Niño storms in 2015 would result in significant slope failure at the property, the City filed a civil lawsuit against the property owners to abate the nuisances on the property.[2] That lawsuit allowed the City to immediately take action to temporarily stabilize the hillside. Those efforts, however, did not constitute a permanent solution to the overall issue of hillside stability.

On April 25, 2017,[3] the City entered into a settlement agreement with the property owner which includes a plan for a long-term solution to the hillside. In short, the Settlement Agreement requires the property owner to stabilize the hillside through a series of retaining walls and other geotechnical solutions. This can be accomplished in one of two ways. "Plan A" is for the hillside stabilization to occur via developing the site with residential homes. Under Plan A, the hillside stabilization would be incorporated into the overall design and construction of that residential development. Any such development, however, requires the discretionary approval of the City Council.

"Plan B" is the hillside stabilization project without the residential development. This must be accomplished regardless of whether the City Council approves the Plan A residential project and must be completed in 2022. If the property owner fails to complete Plan B voluntarily, then the City will complete that project at the property owner's cost; the City secured $6,800,000 from the property owner to ensure the City is reimbursed.

Recognizing that both Plan A and Plan B needed time for completion, the Settlement Agreement also requires that the property owner construct and maintain temporary erosion control and slope stabilization plans. Those were completed at the property owner's cost and are monitored by the City.

Public hearings regarding the Plan A proposal are tentatively scheduled for June 2, 2021. The comment period for the DEIR ends on April 26, 2021.

FAQs

Is 1688 West Garvey Residential Project a City project?

No. This project is a private residential development proposed by a private property owner.

Was this Project already approved?

No. The City Council will consider this project at a noticed public hearing on or about June 2, 2021.

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[2] *People ex rel. Mark D. Hensley, City Attorney v. Center International Investments, Inc.* (filed December 31, 2015) LASC Case No. BC605788.

[3] This was amended on March 22, 2019 and again on June 8, 2020.

Why is the City considering this project?

The City is obligated to consider all applications for development of private property. This project will be considered by the City Council. There is no legal obligation, however, for the City Council to approve this project.

What happens if the City Council denies this project?

If the City Council denies this project, then the residential development cannot occur. However, the property owner is still legally obligated to complete construction of among other things, a retaining wall to stabilize the hillside at the Project site.

What does the retaining wall look like?

Since the City Council has not yet considered this project, a design is not yet selected. It is anticipated, however, that the City Council will select one or more of these designs:

Option 1 - Rock Finish 1

Option 2 - Rock Finish 2

Option 3 - Quarry Finish

Option 4 - Landscaped Finish

What happens if the property owner does not construct the hillside stabilization improvements?

If the property owner does not voluntarily comply with the Settlement Agreement, the City will construct the hillside stabilization improvements at the property owner's cost.

What can I do to let the City Council know about the residential development?

Submit a comment letter to the City (*see* www.montereypark.ca.gov/241/Planning for more information; look for the “Goodviews Residential Development”) and appear at the public hearing regarding the project.