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

REGULAR CITY COUNCIL MEETING

Wednesday
July 7, 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

1-A. INTRODUCTION OF RECREATION AND COMMUNITY SERVICES DIRECTOR – ROBERT AGUIRRE

[2.] OLD BUSINESS – None.

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

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 19, 2021; and

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

3-B. OPERATIONS AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK FINANCING AUTHORITY AND RELATED ACTIONS COMPLETING THE ORGANIZATION OF THE MONTEREY PARK FINANCING AUTHORITY

It is recommended that the Board of Directors for the Monterey Park Financing Authority consider the following:

(1) Authorize the Executive Director to execute an Operations Agreement, in a form approved by the General Counsel and substantially in the form set forth in Attachment 1, by and between the City of Monterey Park and the Authority.

(2) Confirm the MPFA officers for the Board and executive staff members;

(3) Direct the Secretary to file a notice of the Joint Exercise of Powers Agreement with the California Secretary of State pursuant to and in the form required by Government Code § 6503.5.

(4) Direct the Secretary to file a copy of the Joint Exercise of Powers Agreement with the Los Angeles County Local Agency Formation Commission pursuant to Government Code § 6503.8.

(5) Adopt the City's current Debt Management Policy as the Authority's Debt Management Policy.

3-C. WAIVE FURTHER READING AND ADOPT AN ORDINANCE APPROVING A ZONE CHANGE (ZC-21-01) AMENDING THE ZONING MAP TO CHANGE THE ZONING TO 1688 WEST GARVEY SPECIFIC PLAN FOR CONSTRUCTION OF A 16-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT PROJECT – 1688 WEST GARVEY AVENUE. WAIVE FURTHER READING AND ADOPT AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (DA-21-01) BY AND BETWEEN THE CITY OF MONTEREY PARK AND CENTER INT'L INVESTMENTS, INC. TO DEVELOP 16 SINGLE FAMILY RESIDENTIAL LOTS AT 1688 WEST GARVEY AVENUE

It is recommended that the City Council consider:

(1) Waiving second readings and adopting draft proposed ordinances; or

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

3-D. NORTHEAST AREA WATER MAIN IMPROVEMENTS PHASE II – AUTHORIZATION TO ADVERTISE

It is recommended that the City Council consider:

(1) Adopting a resolution approving the design and plans for the Northeast Area Water Main Improvements Phase II Project;

(2) Authorizing staff to advertise the Northeast Area Water Main Improvements Phase II Project; and

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

California Environmental Quality Act (CEQA):

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

3-E. 2019-20 STREET REHABILITATION PROJECT – AWARD OF CONTRACT

It is recommended that the City Council consider:

(1) Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with Sialic Contractors Corporation dba Shawnan Corporation of Downey, CA in the contract amount of $4,382,874 for the 2019-20 Street Rehabilitation Project;

(2) Authorizing the Director of Public Works to approve change orders and contingency up to $219,150, or 5% of the contract amount;

(3) Authorizing the City Manager to execute a professional services agreement, in a form approved by the City Attorney, with Converse Consultants of Monrovia, CA up to $80,000 for Geotechnical Observation and Testing Services for a total project cost of $4,682,024; and,

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

California Environmental Quality Act (CEQA):

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).

3-F. CONSIDERATION AND POSSIBLE ACTION TO ADOPT A REVISED RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE AND APPROVE GRANT FUNDS FOR THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM (SPP) GRANT REGARDING PROPOSED IMPROVEMENTS TO THE BARNES PARK POOL

It is recommended that the City Council consider:

(1) Adopting a revised resolution authorizing the City Manager, or designee, to apply for, receive and approve funds for the SPP Grant; and

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

[4.] PUBLIC HEARING

4-A. PUBLIC HEARING TO CONSIDER ADOPTION OF THE 2020 URBAN WATER MANAGEMENT PLAN (UWMP)

It is recommended that the City Council consider:

(1) Opening the public hearing;

(2) Receiving documentary and testimonial evidence;

(3) Closing the public hearing;

(4) Adopting the Resolution that approves the 2020 Urban Water Management Plan and determines that it is consistent with the General Plan; and

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

California Environmental Quality Act (CEQA):

The proposed project is statutorily exempt from additional environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq*.) pursuant to Water Code § 10652 (*see also* 14 CCR § 15282(v)).

[5.] NEW BUSINESS

5-A. SENATE BILL 970 – ELECTIONS DATE CHANGE

It is recommended that the City Council consider:

(1) Introducing and waiving first reading of an ordinance amending Monterey Park Municipal Code ("MPMC") § 2.04.050 to change the election date of general municipal elections and requesting consolidation with Los Angeles County pursuant to Elections Code § 1301;

(2) Appropriating $12,000 to account no. 1051301-5206 for satisfying the noticing requirement for changing the election date;

(3) Receiving and filing the mayoral rotation schedule or provide direction to be brought back at a future council meeting for consideration; and

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

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

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

ADJOURN

City Council Staff Report

DATE: July 7, 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 meeting of May 19, 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 19, 2021

The City Council of the City of Monterey Park held a Special Teleconference Meeting on Wednesday, May 19, 2021 at 6:00 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.

NOTICE OF SPECIAL MEETING CANCELLATION

The City Council of the City of Monterey Park

TAKE NOTICE that the special City Council meeting scheduled for May 19, 2021 at 6:00 is cancelled due to a lack of quorum. The Agenda Item listed below is rescheduled for the regular City Council meeting at 6:30 on May 19, 2021 pursuant to Government Code § 54955.

1. DELEGATION OF SETTLEMENT AUTHORITY FOR WORKERS' COMPENSATION CLAIMS

It is recommended that the City Council consider:

(1) Adopting the Resolution Delegating Settlement Authority of Workers' Compensation Claims; and

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

_____
Vincent D. Chang
City Clerk

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 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: **954 0542 7836** 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.

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CALL TO ORDER **Mayor**

ROLL CALL **Peter Chan, Hans Liang, Henry Lo, Fred Sornoso, Yvonne Yiu**

PUBLIC COMMUNICATIONS. Pursuant to Government Code Section 54954.3(a), the public may address the City Council only on matters listed on the Agenda. Those wishing to speak on an agenda item must utilize one of the methods listed above. No other public comment will be accepted. Attempts to provide comment at times not designated on the agenda may result in the City dropping you from the meeting.

ORAL AND WRITTEN COMMUNICATIONS

The City Council will recess to Closed session following Public comment. Public participation is not allowed during Closed session. The virtual meeting will remain open during the pendency of the City Council's Closed session.

OPEN SESSION

1. DELEGATION OF SETTLEMENT AUTHORITY FOR WORKERS' COMPENSATION CLAIMS

It is recommended that the City Council consider:

(1) Adopting the Resolution Delegating Settlement Authority of Workers' Compensation Claims; and
(2) Taking such additional, related, action that may be desirable.

Draft Resolution, entitled:
A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO ADMINISTER, COMPROMISE, OR SETTLE WORKERS COMPENSATION CLAIMS IN ACCORDANCE WITH MONTEREY PARK MUNICIPAL CODE §§3.12.010 ET SEQ. AND OTHER APPLICABLE LAW

CLOSED SESSION

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

Manuel Menchaca vs City of Monterey Park, (DOI 1/7/2015) WCAB No.: ADJ10320666

ADJOURN

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
MAY 19, 2021

The City Council of the City of Monterey Park held a Regular Teleconference Meeting via Zoom on Wednesday, May 19, 2021 at 6:30 p.m. The regular meeting was conducted pursuant to Section 3 of Executive Order No. N-29-20 issued on March 17, 2020. Accordingly, Council Members were provided a meeting login number and conference call number and were not physically present at Council Chambers.

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

PUBLIC PARTICIPATION

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

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

FLAG SALUTE:
Mayor Yiu led the Flag Salute.

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

ALSO PRESENT: City Manager Ron Bow, City Attorney Karl Berger, City Treasurer Joseph Leon, Assistant City Manager Inez Alvarez, Assistant City Attorney Tim Campen, Fire Chief Matt Hallock, Police Chief Kelly Gordon, Director of Management Services Martha Garcia, City Librarian Diana Garcia, Director of Public Works Frank Lopez, Interim Director of Human Resources and Risk Management Danielle Tellez, Police Sergeant Danny Salazar, Economic Development Manager Joseph Torres, Recreation and Community Services Manager Robert Aguirre, Water Utility Manager Richard Gonzales, Support Services Manager Tim Shay, Housing Consultant Priscila Davila, Community Communications Coordinator Randy Ishino, Deputy City Clerk Cindy Trang, Assistant Deputy City Clerk Helena Cho, Minutes Clerk Henry Lu

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

City Manager Bow requested that the City Council carry over the May 19, 2021, 6:00 p.m. Special Meeting, Open Session Item No. 1 and to be heard after Presentation.

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.

- Diana Garcia, City Librarian, stated that the Bruggemeyer Library has open to the public by appointment only. She invited the public to visit the city's website to make an appointment for public computer use or one-on-one service with a staff member. She mentioned that the Library is also taking appointments for passport applications on Tuesdays and Thursdays from 3 - 5 p.m. and Saturdays from 1 - 5 p.m.

- Candace Winn thanked the Fire Department for their public outreach towards youths in the City.

- Denise Jaramillo, Alhambra Unified School District (AUSD) Superintendent, spoke about the collaboration of the City and the AUSD on providing Covid-19 vaccination sites for the public.

- Kenneth Tang, President of Alhambra Unified School District (AUSD) Board of Education, thanked the City for its collaboration with the AUSD on providing Covid-19 vaccination sites for the public.

1. PRESENTATION

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

1A. GEORGE ELDER MEMORIAL RECOGNITION

Police Chief Gordon shared a PowerPoint on the George Elder Memorial Recognition.

1B. RETIRED CHIEF EXECUTIVE OFFICER AHMC GARFIELD HOSPITAL PATRICK PETRE

Mayor Yiu presented a certificate of congratulations to retired Chief Executive Officer of AHMC Garfield Hospital Patrick Petre. Police Chief Gordon provided a brief biography of Mr. Patrick Petre.

1C. MAIN SAN GABRIEL BASIN WATERMASTER: GROUND WATER UPDATE

Tony Zampiello, Executive Officer Main San Gabriel Basin Watermaster, presented a PowerPoint on the Main San Gabriel Basin Ground Water (MSGBGW) update. Richard Gonzales presented a PowerPoint discussing how the MSGBGW affects the City of Monterey Park.

1D. COMMUNITY CLEAN UP, JUNE 5, 8 A.M. – 1 P.M., HIGHLANDS PARK

Public Works Director Lopez provided information on Community Clean Up Day scheduled for June 5, 2021 from 8:00 A.M. – 1:00 P.M.

1E. PUBLIC WORKS WEEK

Public Works Director Lopez announced that May 16 – 22, 2021 is Public Works Week and invited the public to visit the city's website to view a slideshow recognizing the hard work of those in the Public Works department.

CARRIED OVER ITEM FROM SPECIAL MEETING

S1. DELEGATION OF SETTLEMENT AUTHORITY FOR WORKERS' COMPENSATION CLAIMS

A review of the City's existing claims processing procedures for settlement of workers compensation claims filed against the City suggests that the City Council should delegate authority to the City Manager for administering, compromising, and settling claims up to $300,000.

Action Taken: The City Council adopted Resolution No. 12245 delegating Settlement Authority of Workers' Compensation Claims.

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. 12245, entitled:
A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO ADMINISTER, COMPROMISE, OR SETTLE WORKERS COMPENSATION CLAIMS IN ACCORDANCE WITH MONTEREY PARK MUNICIPAL CODE §§ 3.12.010 ET SEQ. AND OTHER APPLICABLE LAW

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.

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, 3D, 3F, and 3G on Consent Calendar, excluding Agenda Item No. 3E which was 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 regular meeting of April 21, 2021.

Action Taken: The City Council and the City Council (acting on behalf of the Successor Agency) approved the minutes from the regular meeting of April 21, 2021 on Consent Calendar.

3B. MONTHLY INVESTMENT REPORT – APRIL 2021

As of April 30, 2021 invested funds for the City of Monterey Park is $88,419,847.88.

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

3C. RESOLUTION FIXING THE SALARY SCHEDULE FOR PART TIME EMPLOYEES

The City Council approved the State mandated minimum wage increases for 2021 on December 16, 2020. As a result of the minimum wage increases applied to certain classifications, there was salary compaction issues to six higher level classifications. Staff is requesting to adjust the salary of the following six classifications that were affected: Pool Manager, Assistant Pool Manager, Senior Lifeguard, Lifeguard, Senior Recreation Leader, Recreation Leader.

Action Taken: The City Council adopted Resolution No. 12246 fixing the Salary Schedule for Part Time Employees on Consent Calendar.

Resolution No. 12246, entitled:
A RESOLUTION ESTABLISHING THE SALARY RANGES FOR TEMPORARY PART-TIME, SEASONAL AND HOURLY EMPLOYEES OF THE CITY OF MONTEREY PARK

3D. WAIVE FURTHER READING AND ADOPT AN ORDINANCE AMENDING CHAPTER 9.90 OF THE MONTEREY PARK MUNICIPAL CODE REGARDING GRAFFITI VIOLATIONS IN ITS ENTIRETY TO REGULATE GRAFFITI AND CONFORM WITH CALIFORNIA LAW

The first reading and introduction of the Ordinance took place at the May 5, 2021 City Council meeting. The May 5, 2021 staff report is attached to the staff report for reference. Second reading and adoption of this Ordinance amendment is recommended; it will take effect in 30 days.

Action Taken: The City Council waived further reading and adopted Ordinance No. 2208 amending Monterey Park Municipal Code Chapter 9.90 in its entirety to regulate graffiti and conform with California law on Consent Calendar.

Ordinance No. 2208, entitled:
AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTER 9.90 IN ITS ENTIRETY TO REGULATE GRAFFITI AND CONFORM WITH CALIFORNIA LAW

3E. AUTHORIZE THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH THE HISTORICAL SOCIETY OF MONTEREY PARK TO BE THE CURATOR OF THE MONTEREY PARK MUSEUM

The Historical Society of Monterey Park (Historical Society) has been the curator of the Monterey Park Museum since the late 1980s. The City would like to continue partnering with the Historical Society to be the curator of the Monterey Park Museum. The organization is an invaluable partner in preserving historical artifacts, stories, and exhibits for future generations to enjoy and learn about the history of Monterey Park.

The City will continue to provide a dedicated facility space including maintenance and utilities, at Garvey Ranch Park for museum displays, tours, and activities. The Historical Society will continue to provide public tours, maintain and preserve relevant city artifacts, secure and train volunteers, and provide updates to the City Council about the organization's events, activities, and exhibits. Even though the Historical Society has been curating the Monterey Park Museum for many years, the City would like to establish a license agreement with the Historical Society to document the established partnership. Therefore, staff recommends City Council authorize the City Manager, or designee, to execute a license agreement, in a form approved by the City Attorney with the Historical Society of Monterey Park to continue serving as the curator for the Monterey Park Museum.

Action Taken: The City Council authorized the City Manager, or designee, to execute a license agreement, in a form approved by the City Attorney with the Historical Society of Monterey Park to be the curator of the Monterey Park Museum as amended to waive the insurance requirement for the Historical Society.

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

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

3F. CUSTODIAL SERVICES – AWARD OF CONTRACT

In January 2021, City staff developed specifications for a Request for Proposal (RFP) for custodial services for several City facilities (see attachment 1 to the staff report). These facilities include Civic Center and non-jail areas, Police Department Dispatch and Police Department Records, City Yard offices (Parks Division, Public Works Division, Water Division, Delta Pumping Plant in Rosemead, Langley Senior Center, Garvey Ranch House, Sierra Vista Park, Barnes Community Center,

Barnes Gym, Barnes Day Care, Barnes Pool, Barnes Service Club House, Bruggemeyer Library, and Downtown Business Improvement District (BID).

The City received five proposals and is recommending the lowest proposal to proceed with the contract. The contract will be for three years and will have a three-year renewal option. They will perform the regular custodial services at the facilities specified in the RFP, as well as window and carpet cleaning services.

	Vendor	Annual Cost
1.	Valley Maintenance Corporation	$267,060
2.	Ultimate Maintenance Services	$342,348
3.	Lincoln Training Center	$444,260
4.	Haynes Building Service LLC	$651.327
5.	C.F.K. Industries LLC	$2,422,440

Action Taken: The City Council authorized the City Manager to execute an agreement with Valley Maintenance Corporation, in a form approved by the City Attorney, for custodial services in an amount not to exceed $267,060 each year with three years agreement (July 1, 2021 to June 30, 2024 and a three years renewal option (2024 through 2027) on Consent Calendar.

3G. ADOPT A RESOLUTION RATIFYING CERTAIN ACTIONS COMPLETED BY THE CITY MANAGER REGARDING COVID-19 PANDEMIC AND CONTINUE TO EXTEND THE EXISTENCE OF A LOCAL EMERGENCY

On March 18, 2020, the City Council adopted Resolution No. 12142 which declared a local emergency resulting from the COVID-19 Pandemic (the "COVID-19 Pandemic"). Pursuant to Resolution No. 12142 and Monterey Park Municipal Code ("MPMC"), the City Manager implemented certain emergency policies and procedures ("EP&P") to protect public health and safety. Generally, these relate to designation of quarantine sites; protection of public employees; and continuity of government.

On April 15, the City Council adopted Resolution No.12151 ratifying certain actions completed by the City Manager and extending the existence of a local emergency. On June 3, the City Council adopted Resolution No.12164 ratifying certain actions completed by the City Manager and extending the existence of a local emergency.

On August 19, the City Council adopted Resolution No.12192 ratifying certain actions completed by the City Manager and extending the existence of a local emergency.

Government Code § 8630 ordinarily requires that the City Council review a local emergency at least once every 60 days. The Governor's March 4, 2020 Proclamation of Emergency (see paragraph 8), however, suspended the reporting and extension requirements of Government Code § 8630 for the duration of the

COVID-19 Pandemic. Based upon readily available information, it appears that the Pandemic may end this Fall. The long-term impacts, however, are unknown.

CEQA (California Environmental Quality Act):
The Resolution itself and the actions anticipated by the Resolution were reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq*., the "CEQA Guidelines"). Based upon that review, this action is exempt from further review pursuant to CEQA Guidelines § 15269(a) because the protection of public and private property is necessary to maintain service essential to the public, health and welfare.[1]

Action Taken: The City Council adopted Resolution No. 12247 ratifying certain actions completed by the City Manager on Consent Calendar.

Resolution No. 12247, entitled:
A RESOLUTION RATIFYING CERTAIN ACTIONS COMPLETED BY THE CITY MANAGER AND EXTENDING THE EXISTENCE OF A LOCAL EMERGENCY

4. PUBLIC HEARING

4A. PUBLIC HEARING AND APPROVAL OF THE 2021-2022 ANNUAL ACTION PLAN AS REQUIRED BY THE COMMUNITY DEVELOPMENT BLOCK GRANT, AND HOME INVESTMENT PARTNERSHIPS PROGRAMS

The U.S. Department of Housing and Urban Development provides funding to states, counties and cities in the form of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds. Since the City of Monterey Park is an Entitlement City, the City is eligible to receive both CDBG and HOME funds which it has for many years.

Before Monterey Park can receive these funds, federal regulations require that a Consolidated Plan (i.e., five-year plan) be adopted by the City that serves as the federal planning document for those jurisdictions receiving CDBG and HOME Investment Partnerships HOME Program funds. The Consolidated Plan was adopted by the City Council in 2020. In addition, federal regulations also require the adoption of an Annual Action Plan to the Consolidated Plan that operates on a single program year established by the City (i.e., July 1, 2021 through June 30, 2022). As required by federal requirements, the City will submit its One Year Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) by the statutory deadline of August 16, 2021.

[1] CEQA findings regarding an anticipated imminent emergency are valid (*see CalBeach Advocates v. City of Solana Beach* (2002) 103 Cal.App.4th 529).

The City of Monterey Park views the Annual Action Plan requirements as an opportunity to reassess its housing needs and priorities, as well as its programs and resources in a manner that will best meet the affordable housing and community development challenges of the Monterey Park community. The estimated City entitlement for FY 2021-22 is $664,150 in CDBG funding and $324,520 in HOME funding.

Action Taken: The City Council opened the public hearing at 8:10 p.m. to receive testimonial and documentary evidence, noting no registered speakers; (2) closed the public hearing at 8:11 P.M. and approved the One-year Action Plan (Action Plan) for Fiscal Year 2021-2022 for the Community Development Block Grant (CDBG"), and HOME Investment Partnerships ("HOME") Programs; (3) directed staff to prepare and transmit the final documents to the U.S. Department of Housing and Urban Development ("HUD"); and (4) authorized the City Manager, or his designee, to take all actions necessary or desirable to implement the Annual Action Plan, and Subrecipient Agreements.

Motion: Moved by Council Member Liang 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

5. NEW BUSINESS

5A. CONSIDERATION AND POSSIBLE ACTION TO INTRODUCE AND WAIVE FIRST READING OF AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE MONTEREY PARK MUNICIPAL CODE AS SPECIFIED GOVERNING COMMISSIONS, BOARDS, AND COMMITTEES

As requested by City Council, staff prepared a few recommendations for City Council consideration regarding Commissions, Boards and Committees (collectively, Commissions).

There is concern about the ability of certain Commissions, Boards and Committees to establish a quorum and fill vacancies needed to hold regularly scheduled meetings. Although all Commissions are at or near full capacity in recent months, there is a historical challenge establishing or maintaining a quorum. While the circumstances resulting in cancellation vary (*e.g.*, due to vacancies, lack of items for discussion and/or lack of a quorum), these cancellations nevertheless disrupt the orderly conduct of City business. Consequently, the Council may wish to review the following recommendations to address concerns regarding term limits and quorum.

Term Limits
Recently, there are several Commissioners that have reached their term limit and will not be able to continue to serve for at least twelve consecutive months. The current terms limits are as follows:

"2.82.050 Terms of office.
(a) Unless otherwise provided by law or resolution, each member may serve for a one-year term. No person may serve more than eight consecutive terms on the same commission. If an individual separates from serving on a board or commission because the individual has completed serving eight consecutive terms, such person cannot be reappointed to the same board or commission for at least twelve consecutive months. A person cannot serve on more than one board or commission at the same time.

(b) Unless otherwise provided, all committee members will serve until a successor is qualified and appointed." (Emphasis added)

Currently, it is difficult to find candidates willing to serve on some commissions. It is therefore recommended that the City Council consider revising MPMC section 2.82.050 to align Commissioner terms with that of the Councilmember who appointed them, for a total of two, 4-year, terms. At the conclusion of their second 4-year term, Commissioners wishing to continue to serve will need authorization from City Council to extend their term for another four-year period.

Quorum
Currently, there are two 10-member Commissions: the Community Participation Commission and the Commission on Aging. Based upon the City's historical practice, staff implemented a six person quorum requirement for these types of Commissions.

The MPMC currently states as follows for the quorum requirement:

"2.82.040 Membership.

A. Unless otherwise provided, committees established pursuant to this chapter consist of five members who are appointed individually, one per city council member, in the manner provided by this chapter. Three members constitute a quorum. The city manager may designate an ex-officio staff person to serve as secretary and custodian of records who will not have a vote." (Emphasis added)

In combination with the MPMC, attached Resolution No. 11589 (adopted June 19, 2013), currently governs the 10-member Commissions. There is no separate, different, requirement for quorums within that Resolution. To clarify the City Council's intent, however, it seems prudent to add language to the MPMC to emphasize that a three-person quorum is required for all Commissions, regardless of membership.

CEQA (California Environmental Quality Act):
This Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and 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 Ordinance does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

Action Taken: The City Council introduced and waived first reading of an ordinance amending sections of the Monterey Park Municipal Code Chapter 2.82 regulating the term of service and quorum requirements for Boards, Commissions, and Committees.

Motion: Moved by Council Member Liang 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 SECTIONS OF THE MONTEREY PARK MUNICIPAL CODE CHAPTER 2.82 REGULATING THE TERM OF SERVICE AND QUORUM REQUIREMENTS FOR BOARDS, COMMISSIONS AND COMMITTEES

6. CITY COMMUNICATIONS (CITY COUNCIL)

COUNCIL COMMUNICATIONS

Council Member Chan reported that he attended the San Gabriel Valley Council of Governments (SGVCOG) Transportaion Committee meeting. He relayed that the California Department of Transportation held a presentation and that they had set up a customer service request link for the public to report issues. He wished everyone a Happy Memorial Day.

Council Member Liang had nothing to report.

Council Member Sornoso requested construction projects updates on the Fire Station 62 and El Encanto. He inquired if the Fire Department can do an Egg Drop event for the City Council. He wished everyone a safe Memorial Day.

Mayor Pro Tem Lo reported that he attended a Food Drive hosted by Supervisor Hilda Solis's office at the Painters and Allied Trades District Council 36 office, located on Corporate Center Drive in Monterey Park.

Mayor Yiu reported that she toured the Athens Recycling Center in Sun Valley on May 13, 2021. She thanked the China Town Service Center for providing Covid-19 vaccination at Mark Keppel High School. She stated that she attended the Los Angeles International Airport Community Noise Roundtable (LAX Roundtable) meeting. She reported that Mayor Pro Tem Lo requested that the LAX Roundtable measure the noise levels in Monterey Park so that they can compare the data against other cities and that the LAX Roundtable will consider the noise measurement once aircrafts resume normal operations.

7. FUTURE AGENDA ITEMS

None.

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

None.

ADJOURNMENT

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

_____

Vincent D. Chang
City Clerk

Monterey Park Financing Authority
Staff Report

DATE: July 7, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3B

TO: The Board of Directors for the Monterey Park Financing Authority

FROM: Ron Bow, Executive Director
Marth Garcia, Treasurer

SUBJECT: Operations Agreement between the City of Monterey Park and the Monterey Park Financing Authority and related actions completing the organization of the Monterey Park Financing Authority

RECOMMENDATION: It is recommended that the Board of Directors consider the following:

1. Authorize the Executive Director to execute an Operations Agreement, in a form approved by the General Counsel and substantially in the form set forth in Attachment 1, by and between the City of Monterey Park and the Authority.

2. Confirm the MPFA officers for the Board and executive staff members;

3. Direct the Secretary to file a notice of the Joint Exercise of Powers Agreement with the California Secretary of State pursuant to and in the form required by Government Code § 6503.5.

4. Direct the Secretary to file a copy of the Joint Exercise of Powers Agreement with the Los Angeles County Local Agency Formation Commission pursuant to Government Code § 6503.8.

5. Adopt the City's current Debt Management Policy as the Authority's Debt Management Policy.

BACKGROUND:

On June 16, 2021, the City Council of the City of Monterey Park ("City") and the Board of Directors of the Housing Authority each adopted resolutions approving a Joint Exercise of Powers Agreement (the "JPA Agreement"). A copy of that staff report is attached for reference. The JPA Agreement created the Monterey Park Financing Authority ("Authority").

The Authority was formed primarily for the purpose of issuing bonds (the "2021 Bonds") to assist the City in financing certain public capital improvements, including rehabilitating, constructing, enlarging, improving, and/or equipping City streets, sidewalks, gutters,

curbs and ramps, streetlights, and street signs (the “Street Rehabilitation Project”). The 2021 Bonds will be secured by and payable from payments to be made by the City from the City’s Measure R, Measure M, and Proposition C Sales Tax Revenues. Before taking action to approve the 2021 Bonds, the Authority must take certain organizational actions as described in the Recommendations above, including entering into the Operations Agreement.

The Operations Agreement dated July 7, 2021 (the “Operations Agreement”) by and between the City and the Authority, the form of which is submitted herewith as Attachment 1 to this staff report, provides for the operation of the Authority by the City. The approval of the Operations Agreement, confirmation of the officers of the Board of the Authority, filing of the JPA Agreement, and adoption of certain policies of the City, all as described in the Recommendations above, are necessary to facilitate the operation of the Authority.

ANALYSIS:

The Authority was formed to assist the City in the financing of the Street Rehabilitation Project by issuance of the 2021 Bonds in the estimated principal amount of approximately $20 million. The 2021 Bonds will be secured by and payable from payments to be made by the City from the City’s Measure R, Measure M, and Proposition C Sales Tax Revenues (collectively referred to herein as the “Tax Revenues”). The City receives approximately $3 million per year in Tax Revenues. The 2021 Bonds debt service will be structured to use approximately half that amount to pay annual debt service on the 2021 Bonds. No other revenues or moneys of the City will be available to pay the 2021 Bonds.

On August 4, 2021, following a public hearing of the City Council regarding the Street Rehabilitation Project and the issuance of the 2021 Bonds, staff will present the 2021 Bond financing, including the legal documents and the preliminary official statement, to the City Council and Authority Board for approval. Following the City Council and Authority Board approval of the 2021 Bond financing, staff will work with Stradling Yocca Carlson & Rauth, as Bond and Disclosure Counsel, Urban Futures, Inc., as Municipal Advisor, and Samuel A Ramirez & Co., as Underwriter, to market and sell the 2021 Bonds to investors and close the 2021 Bond financing. This is the same financing team that worked with the City on the 2021 Pension Obligation Bond financing which closed earlier this year. The 2021 Bond financing must be validated through a “passive validation” process, which means that the bond sale must occur not sooner than 60 days following the City Council and Authority Board approval of the 2021 Bond issuance. Assuming that the City Council and Authority Board approve the sale and issuance of the 2021 Bonds on August 4, staff expects that the pricing of the 2021 Bonds (the bond sale) will occur in [early October, 2021] and that the 2021 Bonds will be issued in [late October, 2021.]

The Authority’s General Counsel prepared the proposed Operations Agreement between the City and the Authority for consideration and approval by the Board. The Operations Agreement provides administrative support for the Authority by the City. The actions listed

in the Recommendations section above are also necessary and appropriate to provide for the administration of the Authority.

FISCAL IMPACT:

None at this time.

LEGAL REVIEW:

General Counsel has reviewed this staff report and concurs with the recommended actions by the Board.

CONCLUSION:

The Executive Director and General Counsel recommend the Board approve the Operations Agreement and take the Recommended actions set forth above to complete the formation and provide for the operation of the Authority.

Respectfully submitted by:

Martha Garcia
Treasurer

Approved by:

Ron Bow
Executive Director

Reviewed by:

Karl H. Berger
General Counsel

ATTACHMENT(S):

1. Operations Agreement

ATTACHMENT 1
Operations Agreement

AGREEMENT
FOR ADMINISTRATIVE SERVICES
BETWEEN
THE CITY OF MONTEREY PARK AND
MONTEREY PARK FINANCING AUTHORITY

This AGREEMENT is entered into this ____ day of July 2021, by and between the CITY OF MONTEREY PARK, a municipal corporation and general law city ("CITY") and the MONTEREY PARK FINANCING AUTHORITY, a joint powers authority ("AUTHORITY").

1. **RECITALS**. This Agreement is entered into with reference to the following facts and objectives:

A. AUTHORITY requested that CITY provide it with ongoing administrative services;

B. CITY believes that providing such services will assist AUTHORITY and is part of intergovernmental goodwill;

C. This Agreement is permissible in accordance with Government Code §§ 54980(c) and 54981; and

D. Both Parties believe it is in the public interest to enter into this Agreement to protect public health, safety, and welfare.

2. **CITY'S RESPONSIBILITIES**. CITY agrees to provide to AUTHORITY administrative services in the form of staffing, information technology, record-keeping and other, similar, services ordinarily associated with operations of a public entity. Without limitation, such services may include:

A. Providing AUTHORITY with all necessary regulations, policies, procedures, manuals, and other information, as well as incidental materials and supplies, work area, computer access, telephone, and other standard provisions as required to perform the administrative services desired by AUTHORITY. All such documents, notes, photographs, supplies, and reports will remain the property of AUTHORITY.

B. CITY is responsible for administering all employee benefits and compensation.

3. **AUTHORITY'S RESPONSIBILITIES**. AUTHORITY will compensate CITY for providing administrative services based upon the administrative overhead rates utilized by CITY as part of its operating budget. Generally, this will be in the form of time and materials (utilizing an accepted formula such as fully allocated hourly rates for employees) plus 17%. Any such formula will be generally described in budgets adopted by AUTHORITY and/or CITY.

4. **EMPLOYMENT OF PERSONNEL.** CITY employees are not employed by AUTHORITY for any purpose. CITY is solely responsible for all salary, benefits, workers' compensation, and insurance for CITY employees, and those employees are subject to CITY for all supervisory, disciplinary and other employment related purposes.

5. **CONFIDENTIALITY**. This Agreement anticipates that CITY may have access to financial records that are protected from disclosure by various provisions of California law. Accordingly, the Parties agree that they will use their best efforts to secure all such records and prevent their disclosure to the extent provided by applicable law.

6. **PUBLIC RECORDS ACT**. The Parties acknowledge that they are public entities subject to the Public Records Act (Government Code §§ 6250-6276.48) and that this Agreement, and documents ancillary to this Agreement, must generally be disclosed upon request. However, the Parties agree that certain financial records are specifically excluded from disclosure under the Government Code. Accordingly, the Parties agree that such records will not be released except as otherwise provided by law.

7. **TERM**. The initial term of this Agreement will be year to year starting July 7, 2021. Unless terminated earlier pursuant to Section 8 of this Agreement, the Agreement will renew each July 1st.

8. **TERMINATION**. Except as otherwise provided, the Parties may terminate this Agreement at any time with or without cause. CITY will be compensated on a pro rata basis for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that were not previously reimbursed up to the date of termination. Termination will occur automatically should AUTHORITY fail to compensate CITY in accordance with this Agreement.

9. **INSURANCE**.

A. Each Party warrants to the other that it carries insurance covering itself with a reputable insurance company(ies) which insures the perils of bodily injury, personal injury, professional liability and property damage, and cover such liabilities as are imposed by law and assumed under written contract with others with limits of at least one million ($1,000,000) dollars each occurrence with three million ($3,000,000) dollars annual aggregate.

B. Each Party may utilize a program of self-insurance to meet the insurance requirements of this section.

10. **ASSIGNABILITY**. AUTHORITY's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

11. **INTERPRETATION**. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

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

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

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

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

16. **ACCEPTANCE OF 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.

17. **COUNTERPARTS**. This Agreement may be executed in counterparts, each of which so executed will irrespective of the date of its execution of delivery be deemed an original, and all such counterparts together constitute one and the same instrument.

18. **BOARD OF DIRECTOR APPROVAL**. This Agreement is subject to and conditioned upon approval and ratification by AUTHORITY's Board of Directors. This Agreement is not binding upon CITY until executed by the appropriate CITY official(s) acting in their authorized capacity.

19. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

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

CITY OF MONTEREY PARK

_____
Ron Bow,
City Manager

MONTEREY PARK FINANCING AUTHORITY

_____
Yvonne Yiu,
Chairperson

ATTEST:

_____
Vincent D. Chang,
City Clerk/Secretary

APPROVED AS TO FORM:

_____
Karl H. Berger,
City Attorney/General Counsel

City Council Staff Report

DATE: July 7, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3C

TO: Honorable Mayor and Members of the City Council

FROM: Jon Turner, Acting City Planner

SUBJECT: Waive further reading and adopt an ordinance approving a Zone Change (ZC-21-01) amending the Zoning Map to change the zoning to 1688 West Garvey Specific Plan for construction of a 16-Lot Single Family Residential Development project – 1688 West Garvey Avenue. Waive further reading and adopt an ordinance approving a Development Agreement (DA-21-01) by and between the City of Monterey Park and Center Int'l Investments, Inc. to develop 16 single family residential lots at 1688 West Garvey Avenue..

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving second readings and adopting draft proposed ordinances; or
2. Alternatively, taking such additional related action that may be desirable.

EXECUTIVE SUMMARY:

The ordinances were introduced on June 16, 2021. At that meeting, the City Council conducted the first reading of both ordinances. The staff report from the June 16, 2020 meeting is attached for reference. Second readings and adoption of these ordinances are recommended; if adopted, the ordinances will take effect in 30 days.

Respectfully Submitted by:

Frank A. Lopez, PE
Director of Public Works/
City Engineer

Prepared By:

Jon Turner, PE
Acting City Planner

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:

1. Draft Ordinance Zone Change (ZC-21-01)
2. Draft Ordinance Development Agreement (DA-21-01)
3. June 16, 2021 City Council Staff Report without attachments

ATTACHMENT 1
Draft Ordinance Zone Change (ZC-21-01)

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

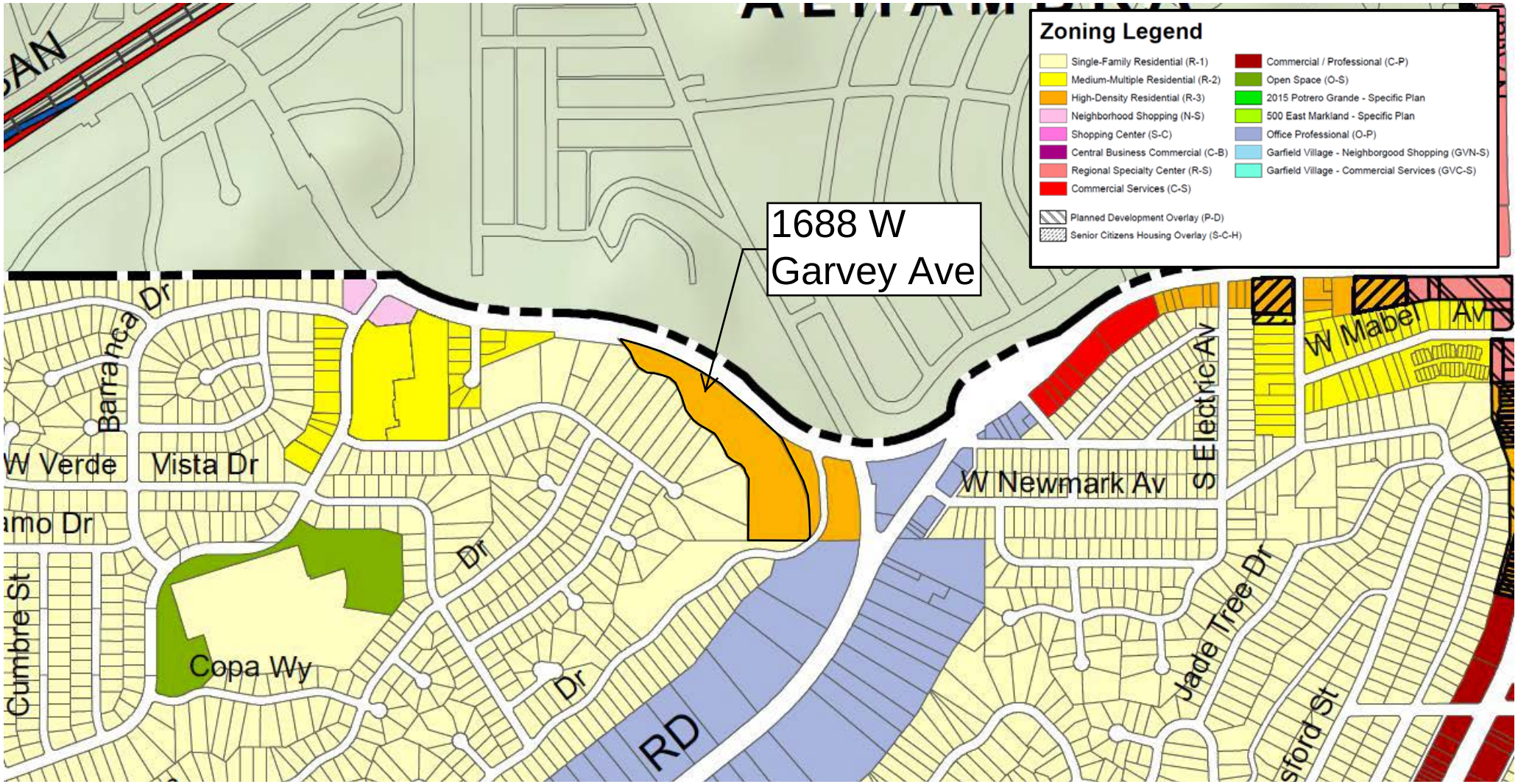
APPROVED AS TO FORM:

_____
KARL H. BERGER, City Attorney

EXHIBIT "A" OF DRAFT ORDINANCE

1688 WEST GARVEY AVENUE ZONING MAP

Exhibit A
1688 W Garvey Ave (Current)



1688 W Garvey Ave (New)

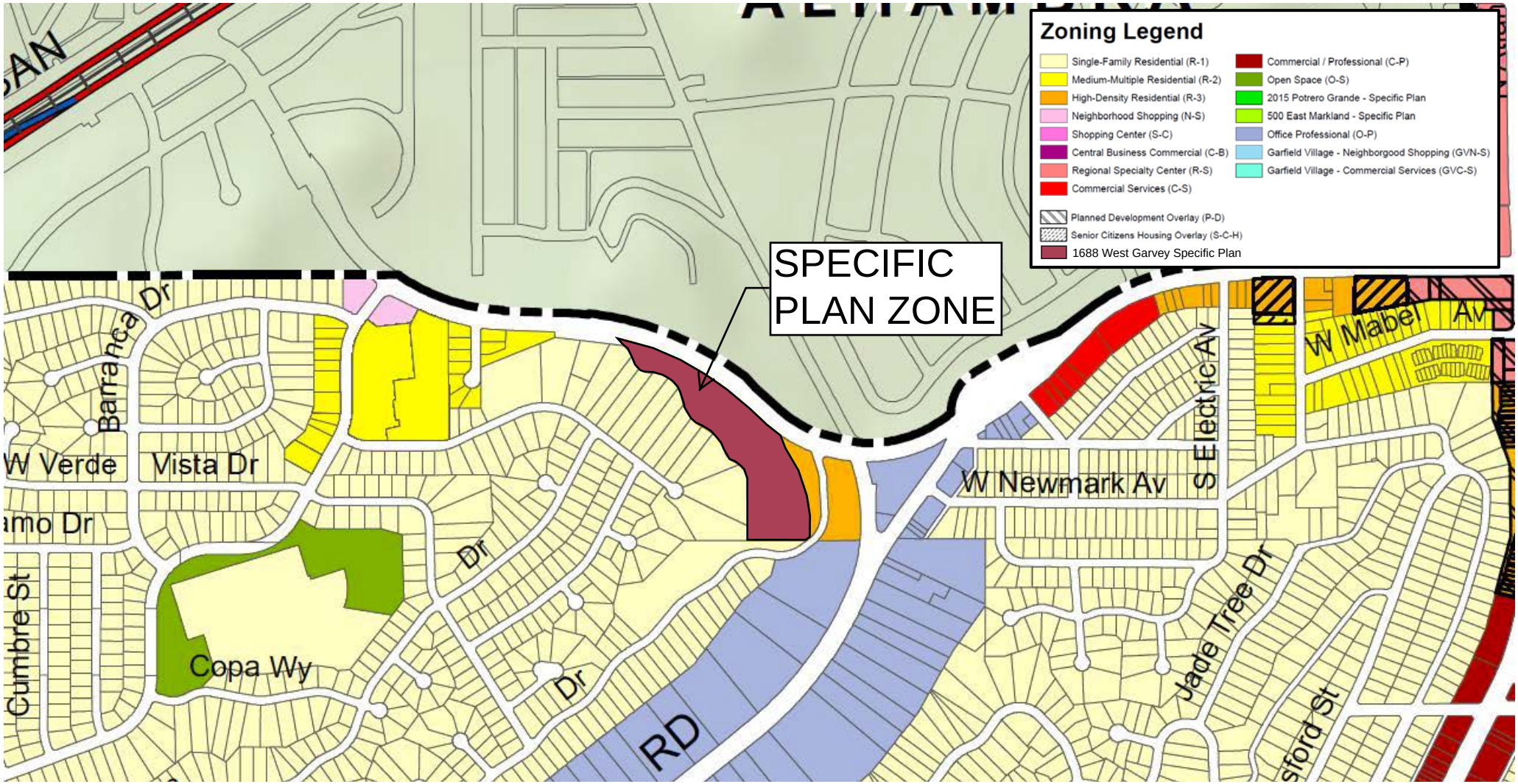


EXHIBIT "B" OF DRAFT ORDINANCE

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

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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.



SOURCE: Google Earth - 2020

FIGURE **1**

Meridian Consultants

Specific Plan Area Location Map

273-001-19

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:

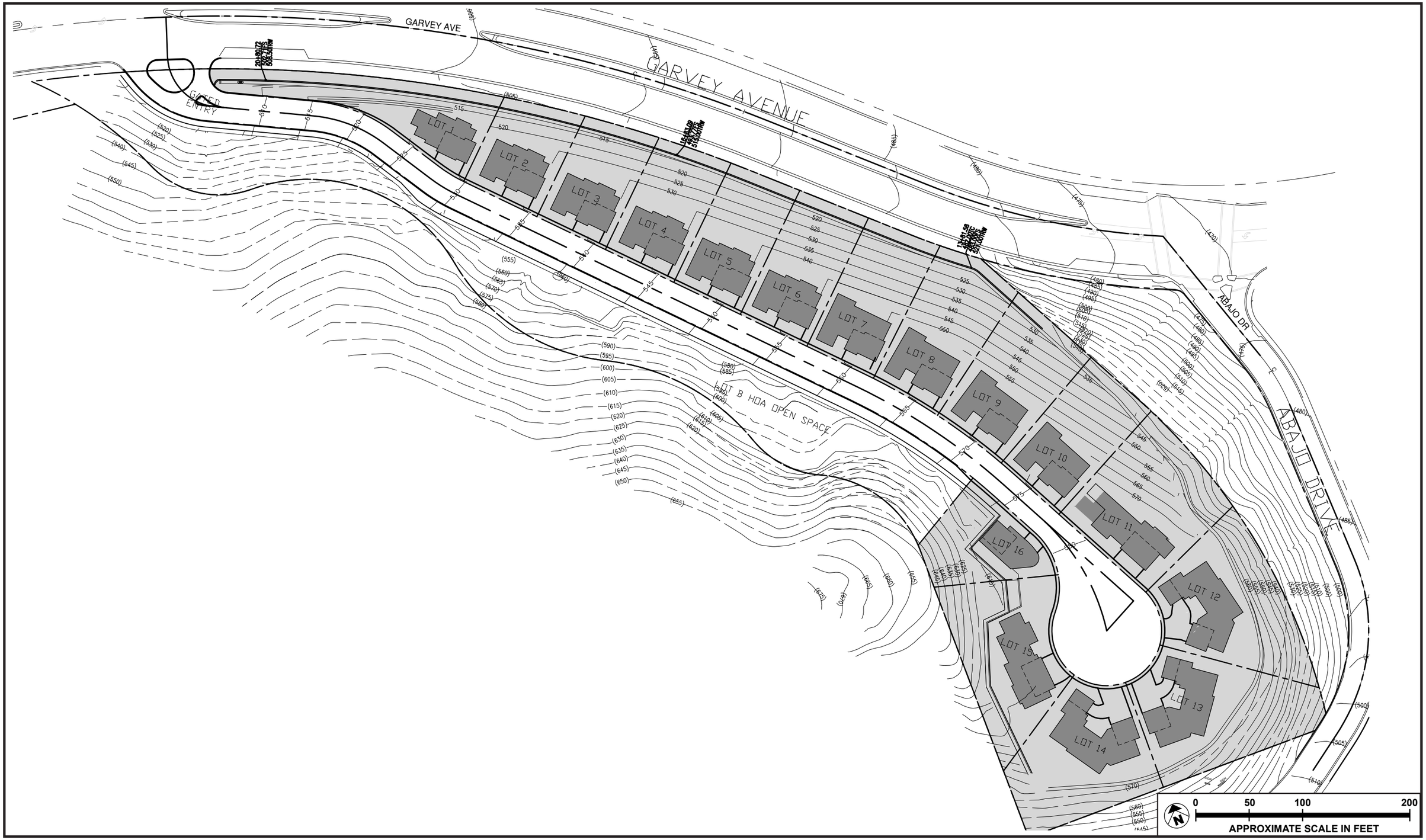
- Re-grading the entire Specific Plan Area, including demolition and removal of all existing retaining walls and structures and other site improvements, including the existing streets and utilities.
- Construction of the two new Site Retaining Walls as shown in the Vesting Tentative Map Grading Plan 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.



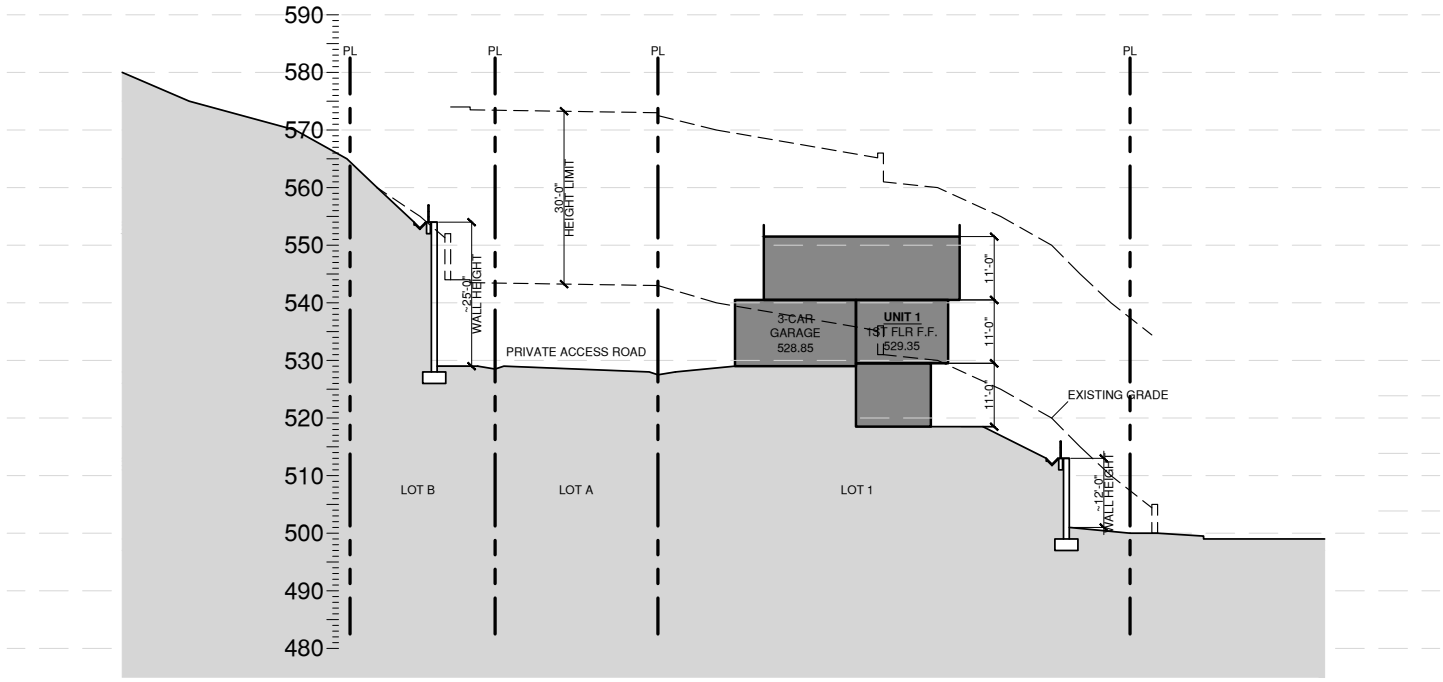
SOURCE: 1688 Garvey Sample - March 2021

FIGURE **2**

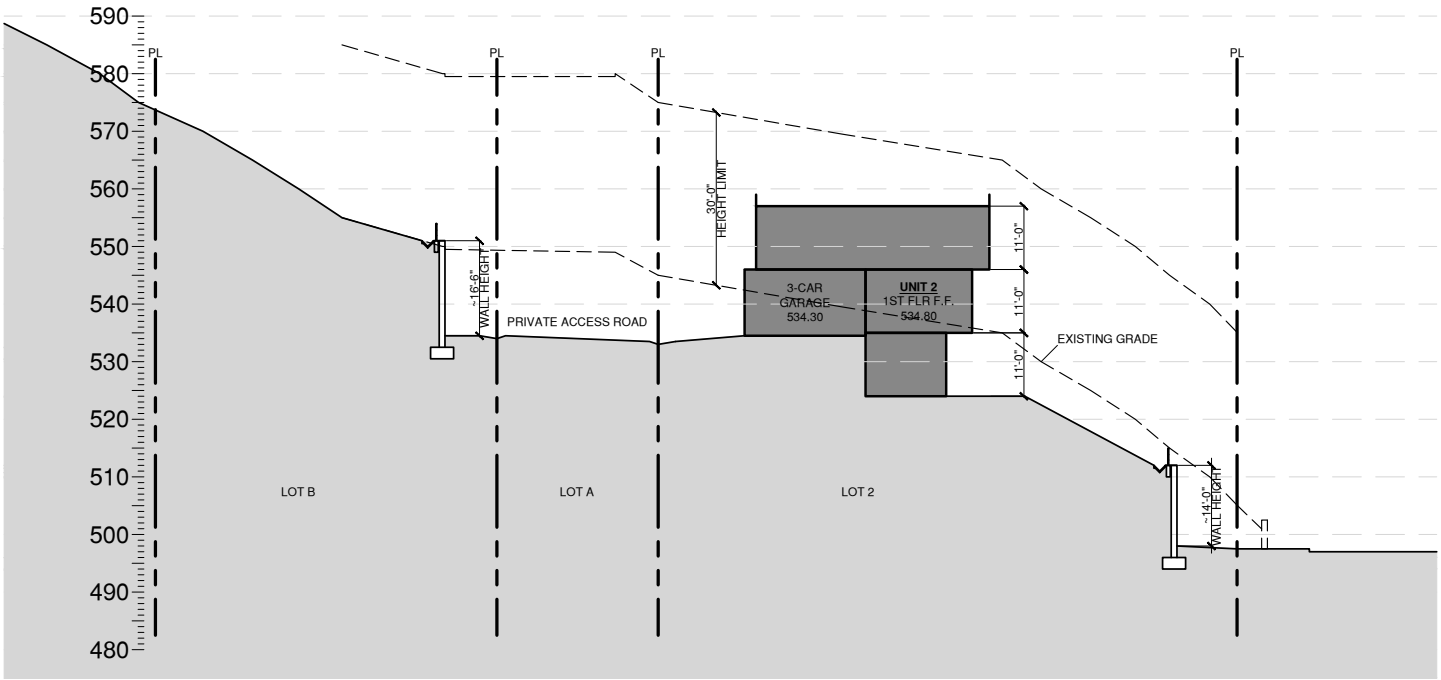
Meridian Consultants

Site Plan

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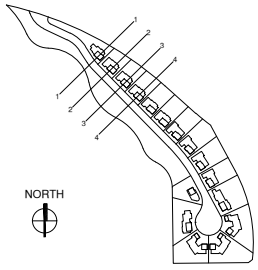


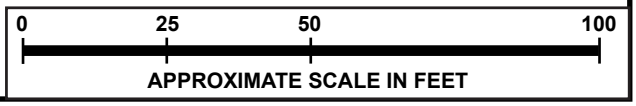
SECTION 1-1



SECTION 2-2

SITE KEY





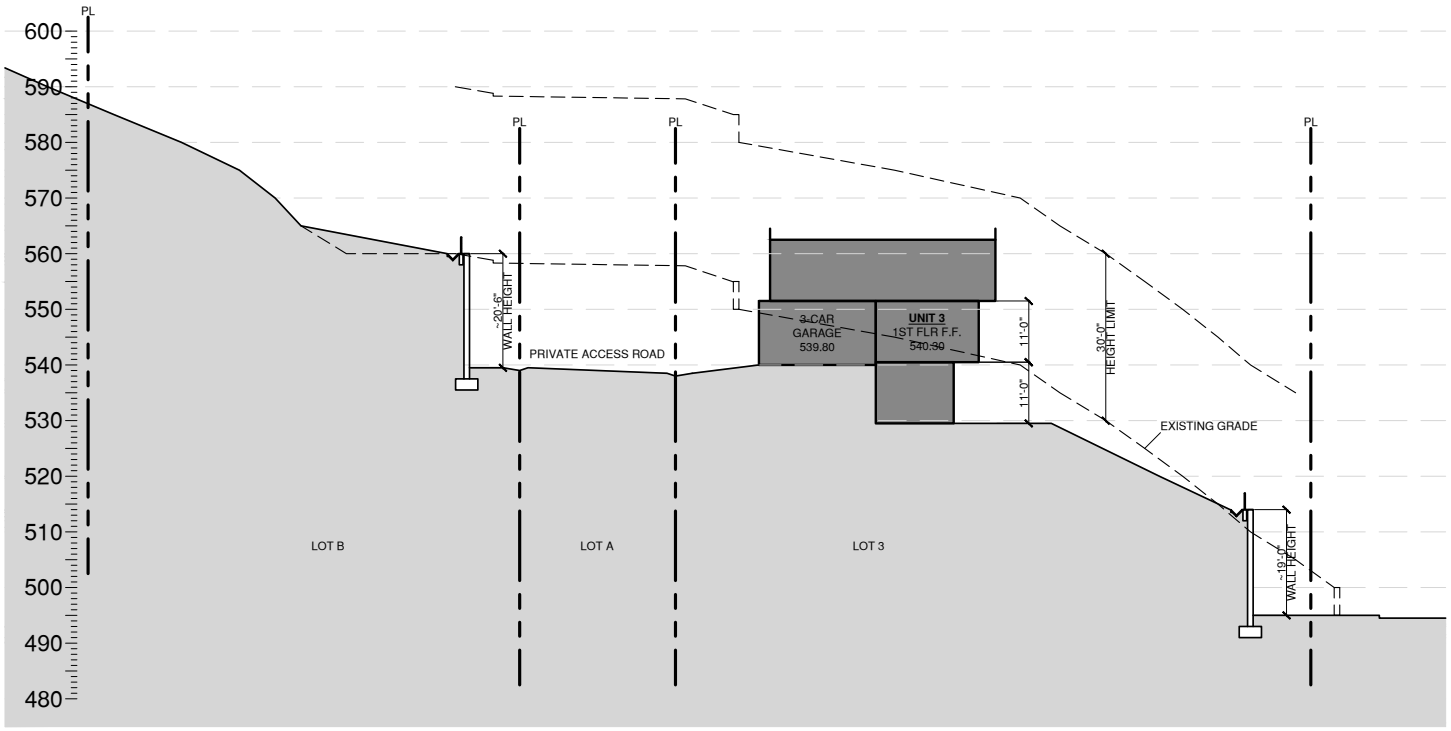
SOURCE: SLSD Inc. - March 2021

FIGURE **3a1**

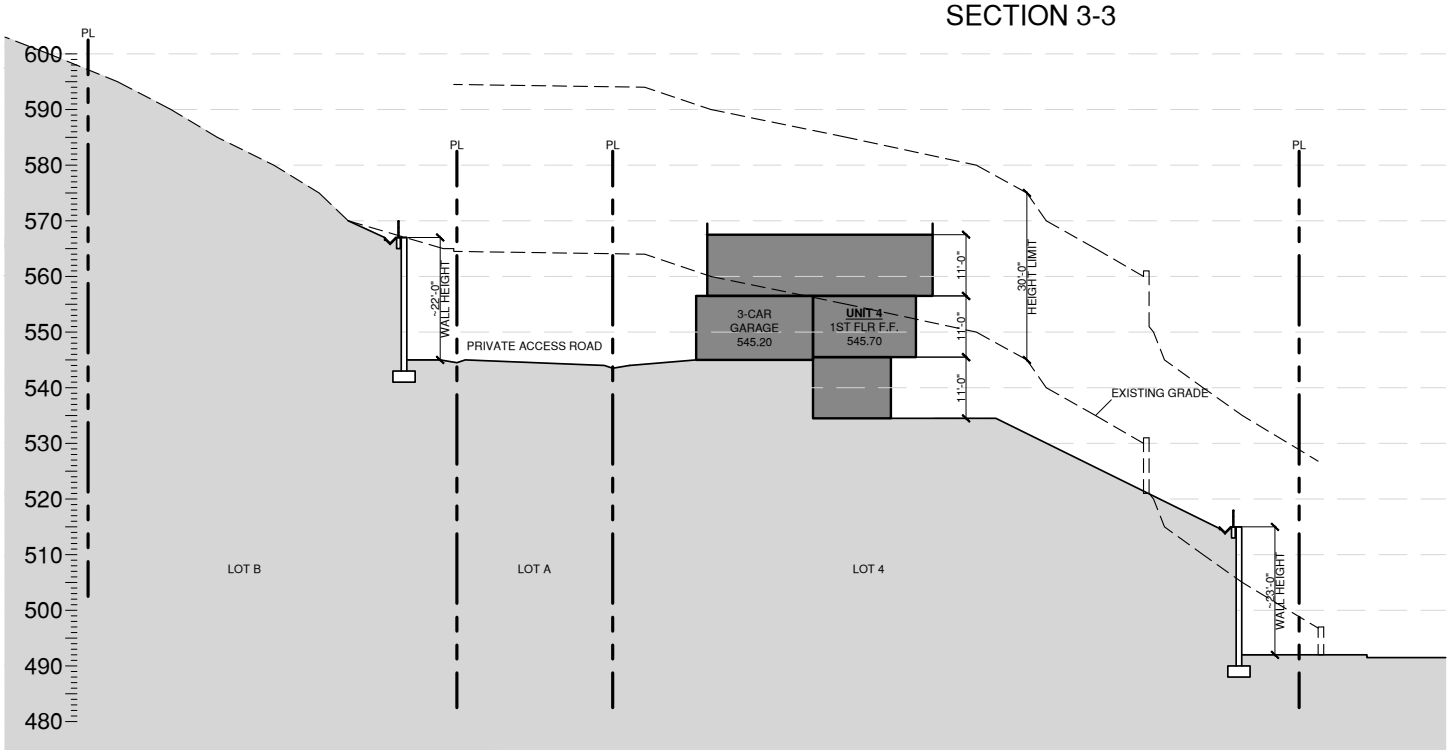
Meridian Consultants

Sections Lots 1-2

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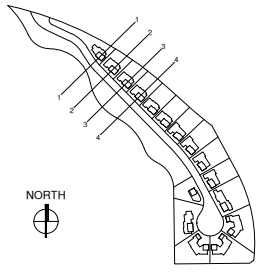


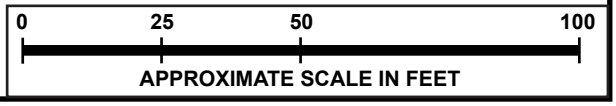
SECTION 3-3



SECTION 4-4

SITE KEY





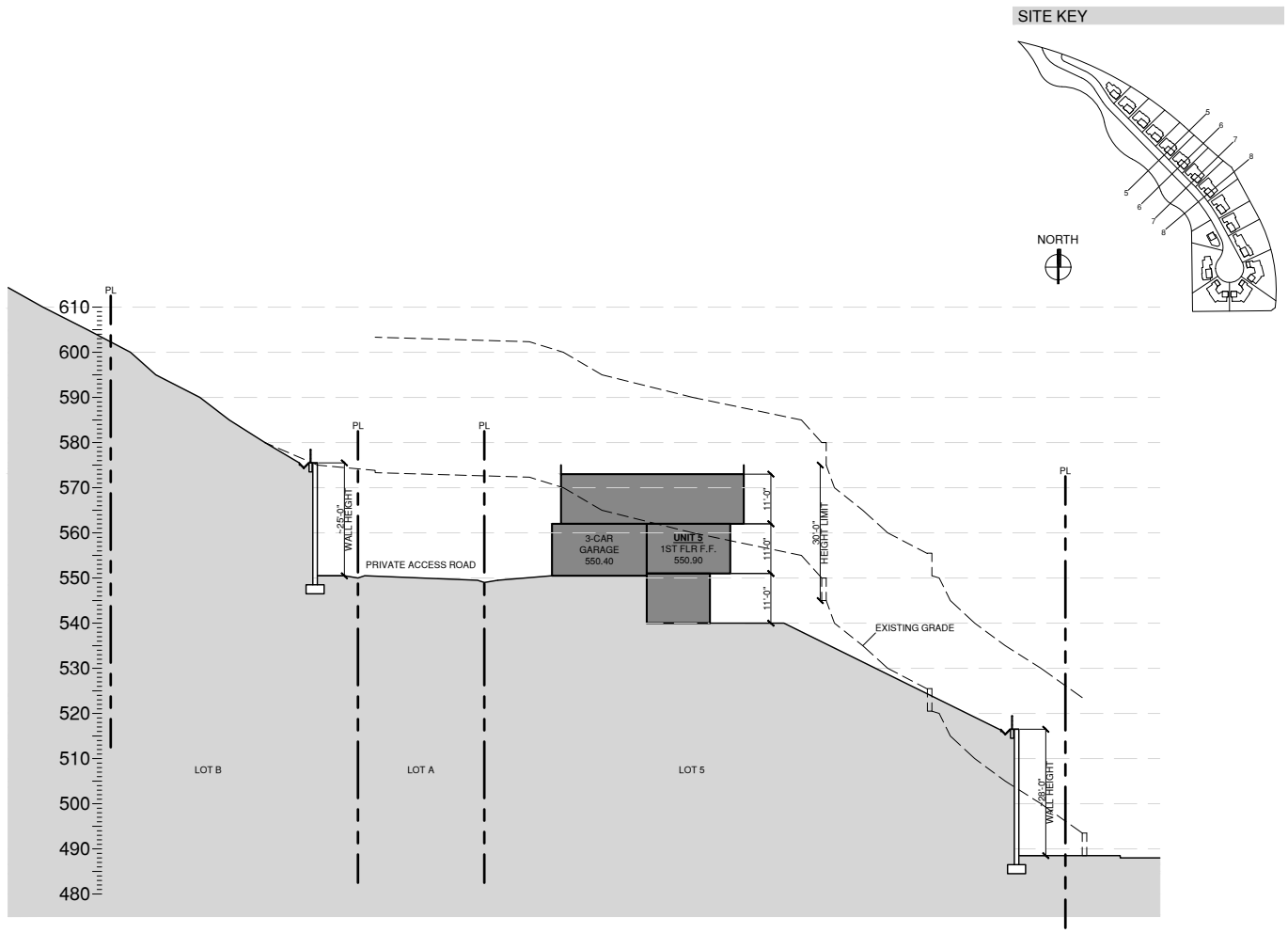
SOURCE: SLSD Inc. 2020

FIGURE **3a2**

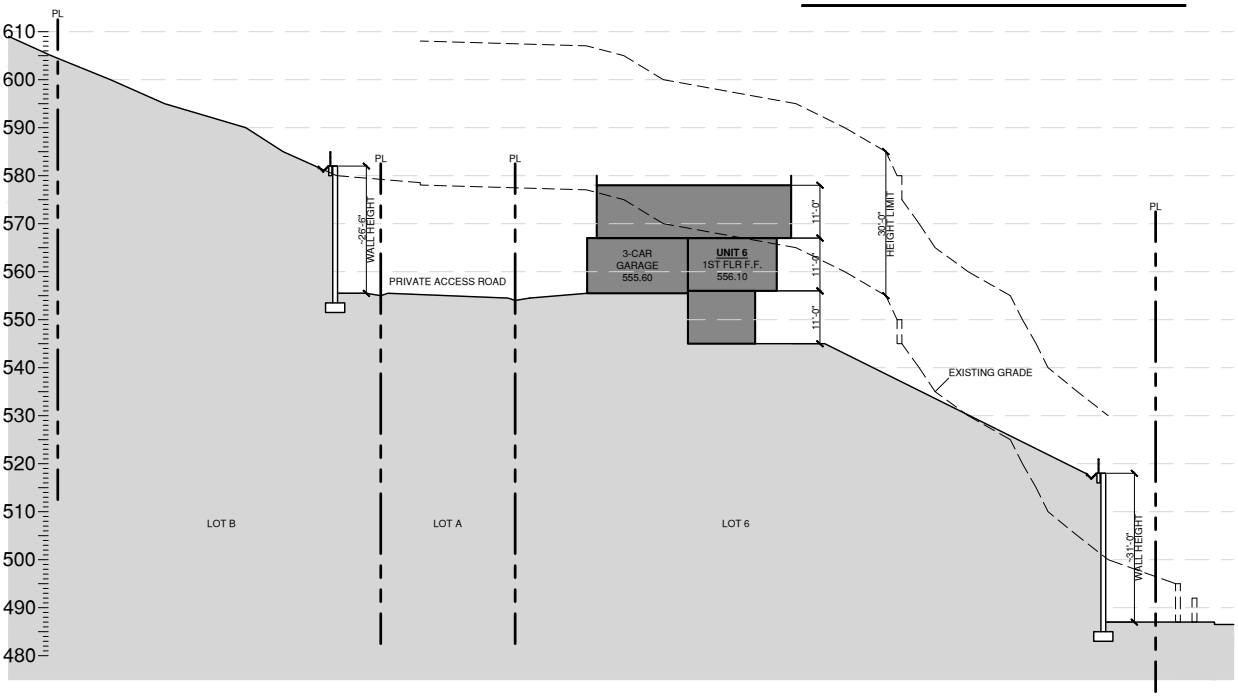
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Sections Lots 3-4

273-001-19



SECTION 5-5



SECTION 6-6

0 25 50 100

APPROXIMATE SCALE IN FEET

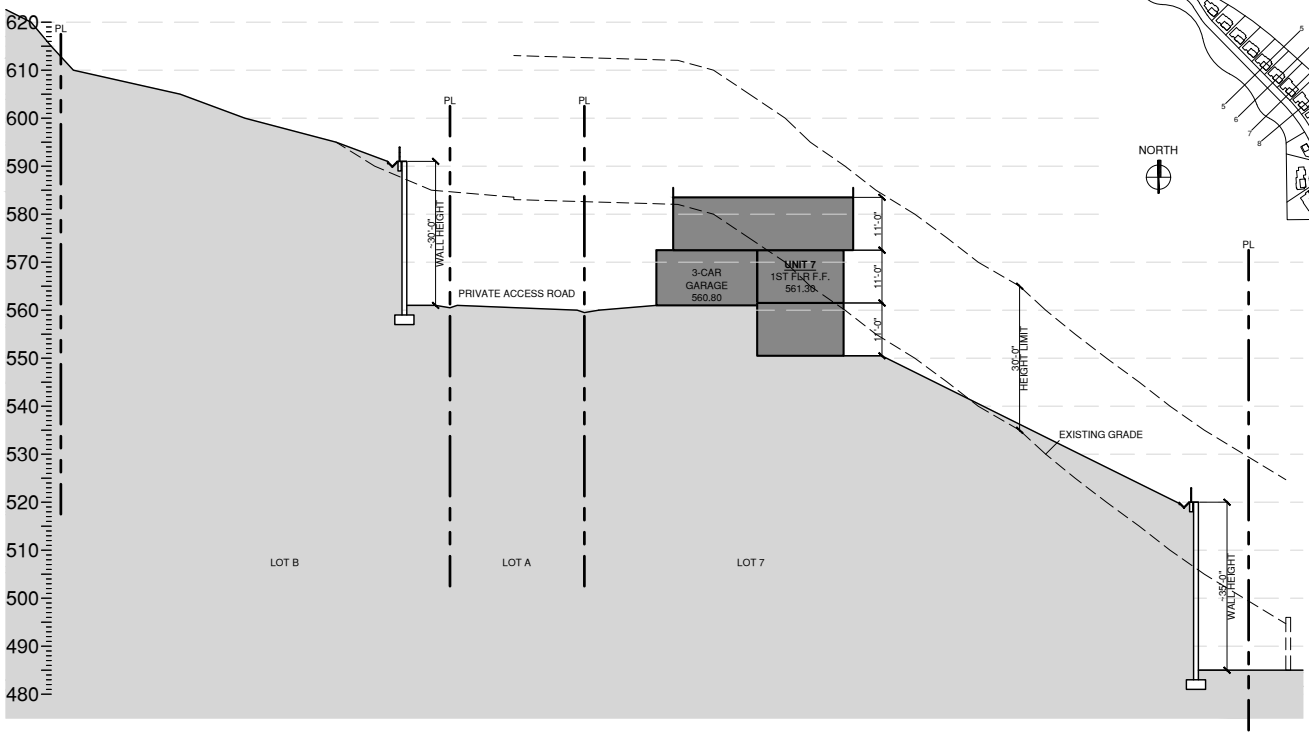
SOURCE: SLSD Inc. 2021

FIGURE **3b1**

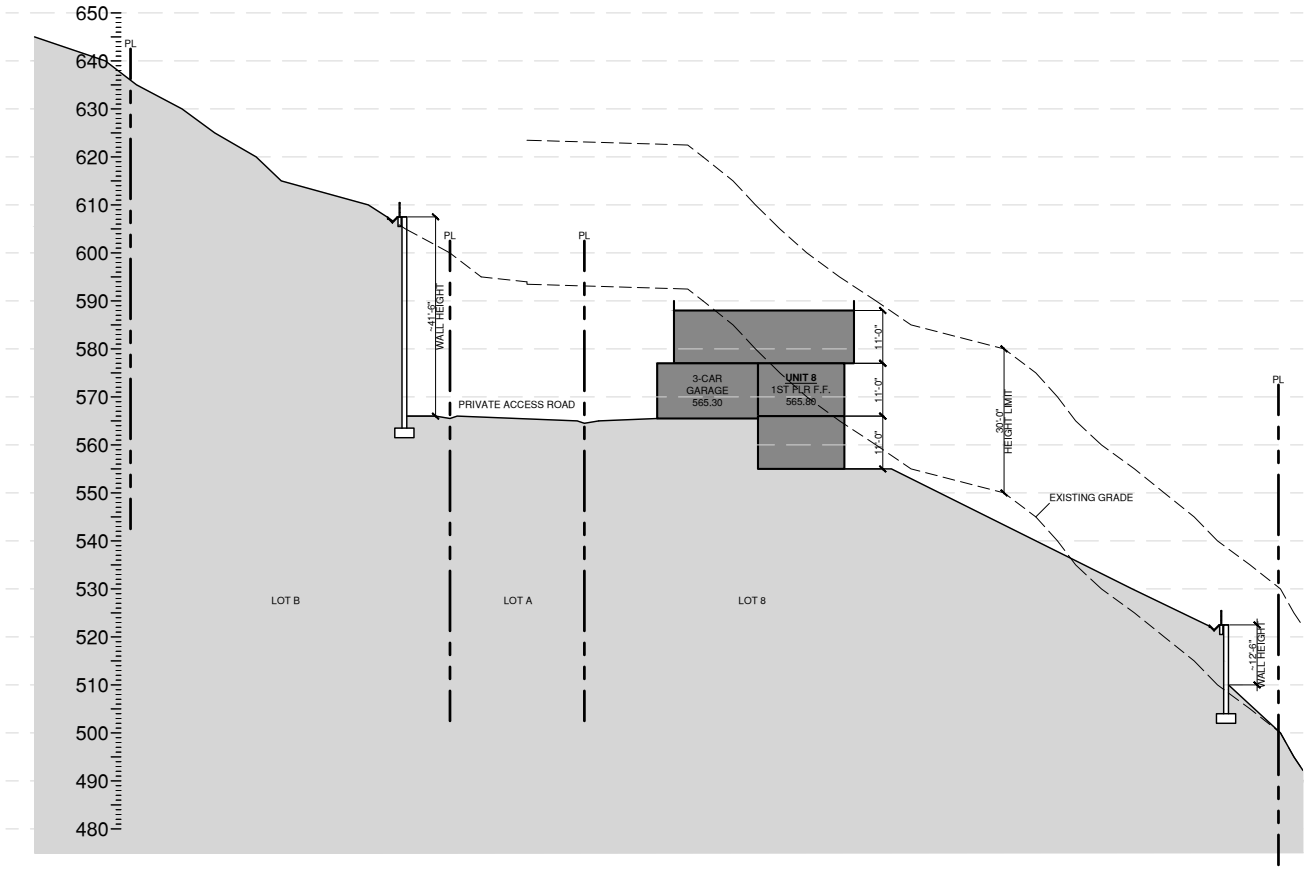
Meridian Consultants

Sections Lots 5-6

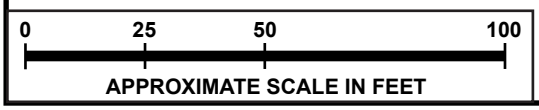
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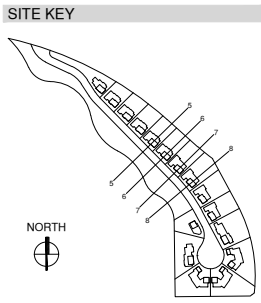


SECTION 7-7



SECTION 8-8





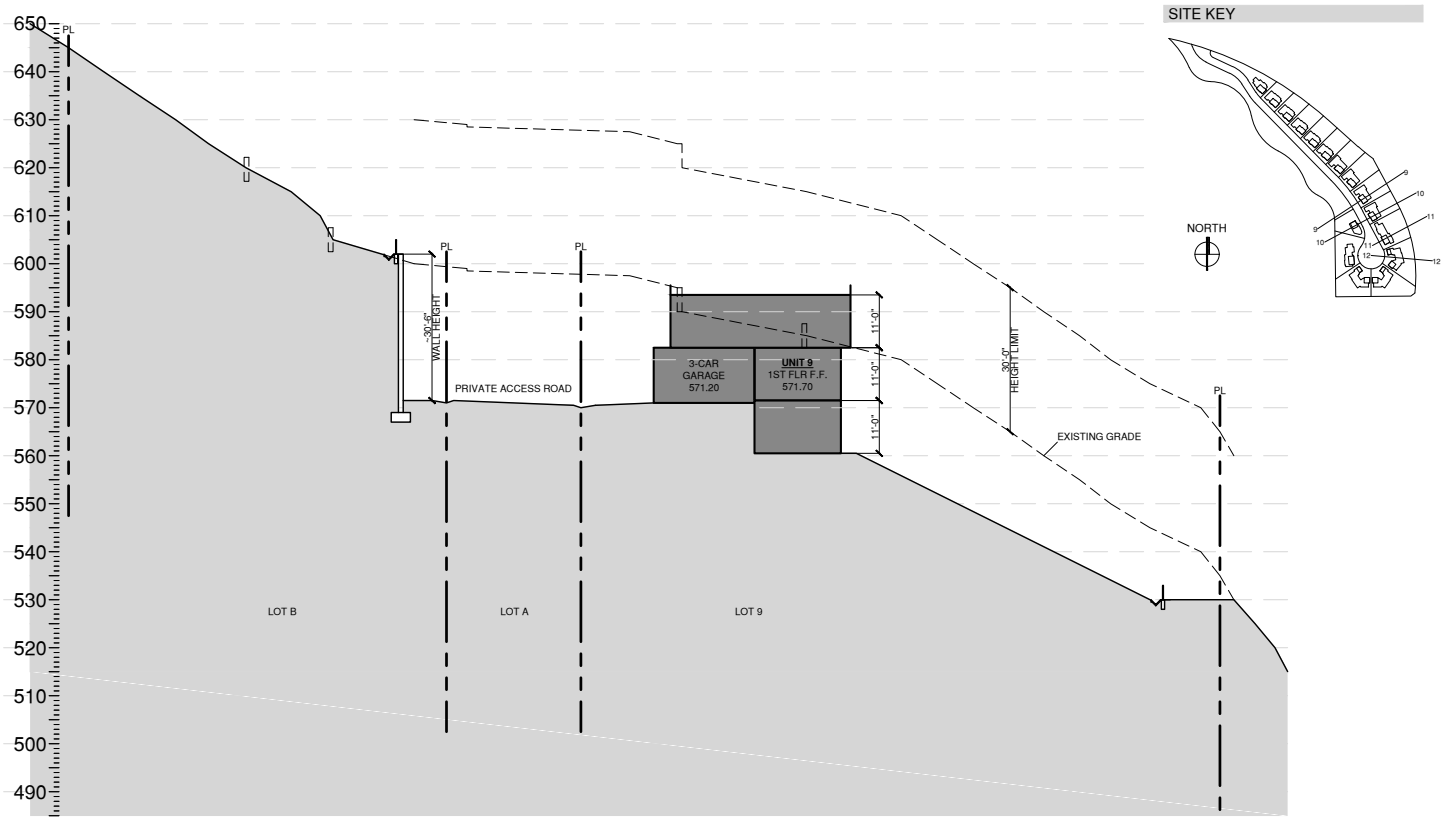
SOURCE: SLSD Inc. 2020

FIGURE **3b2**

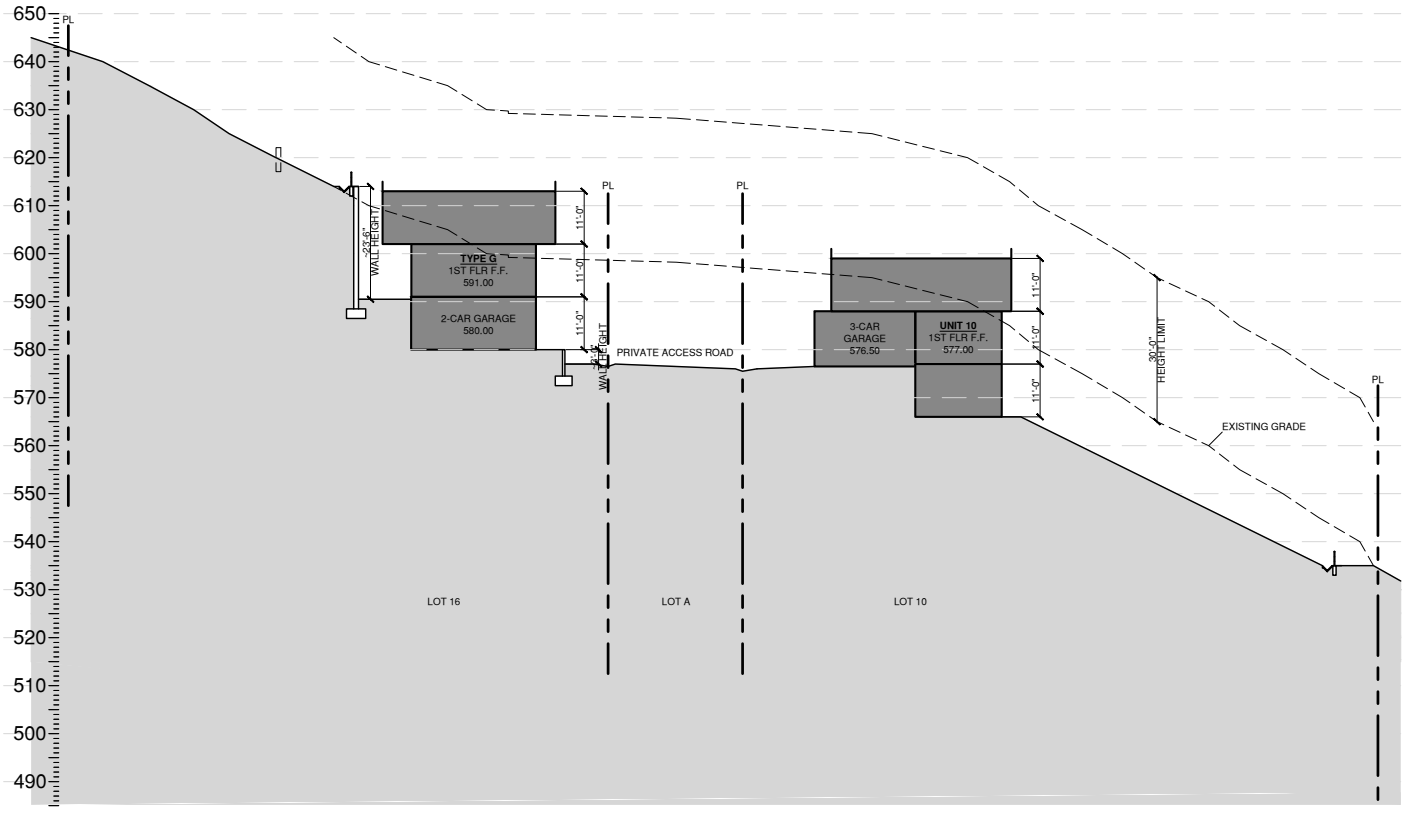
Meridian Consultants

Sections Lots 7-8

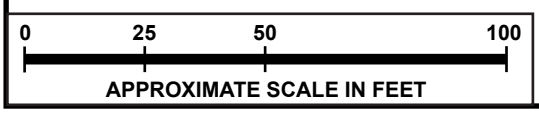
273-001-19



SECTION 9-9



SECTION 10-10



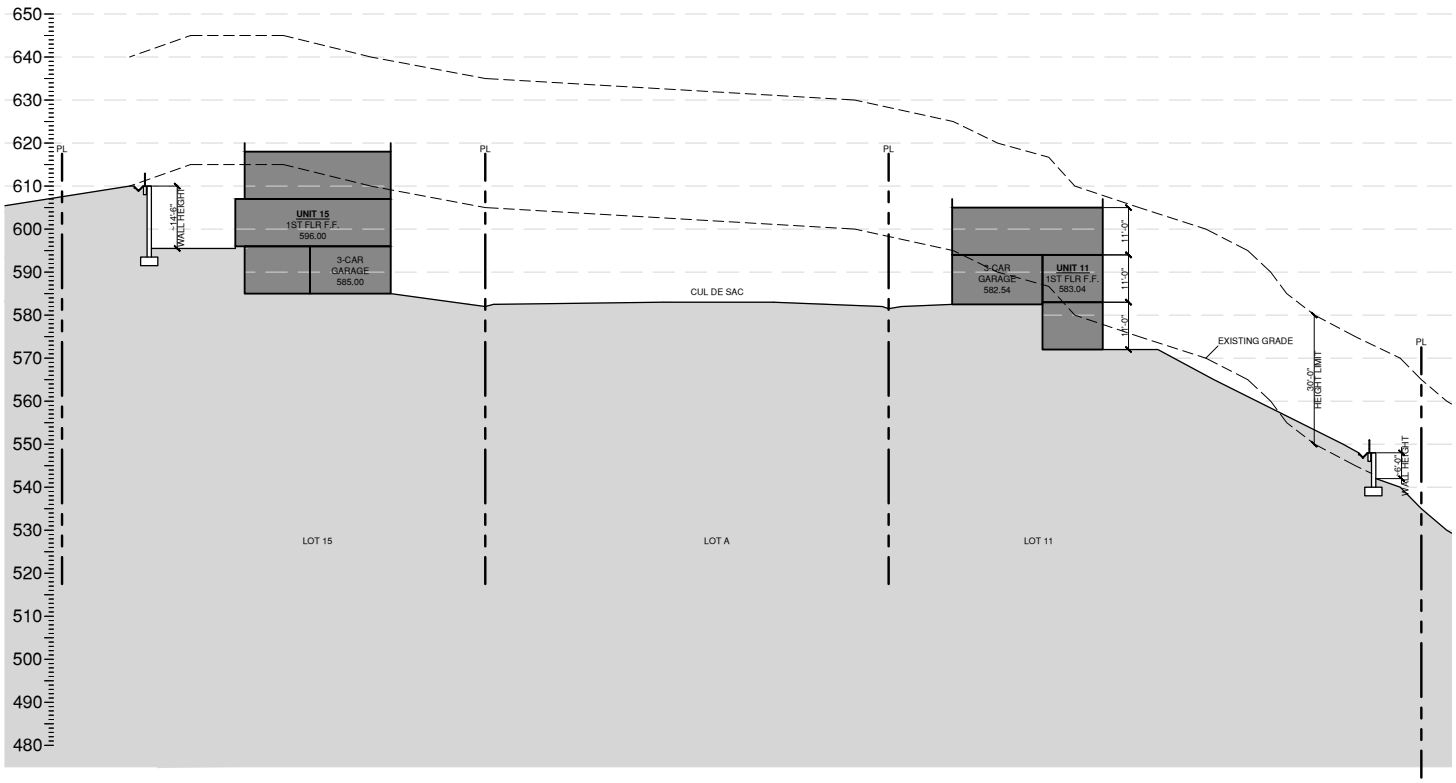
SOURCE: SLSD Inc. 2021

FIGURE **3c1**

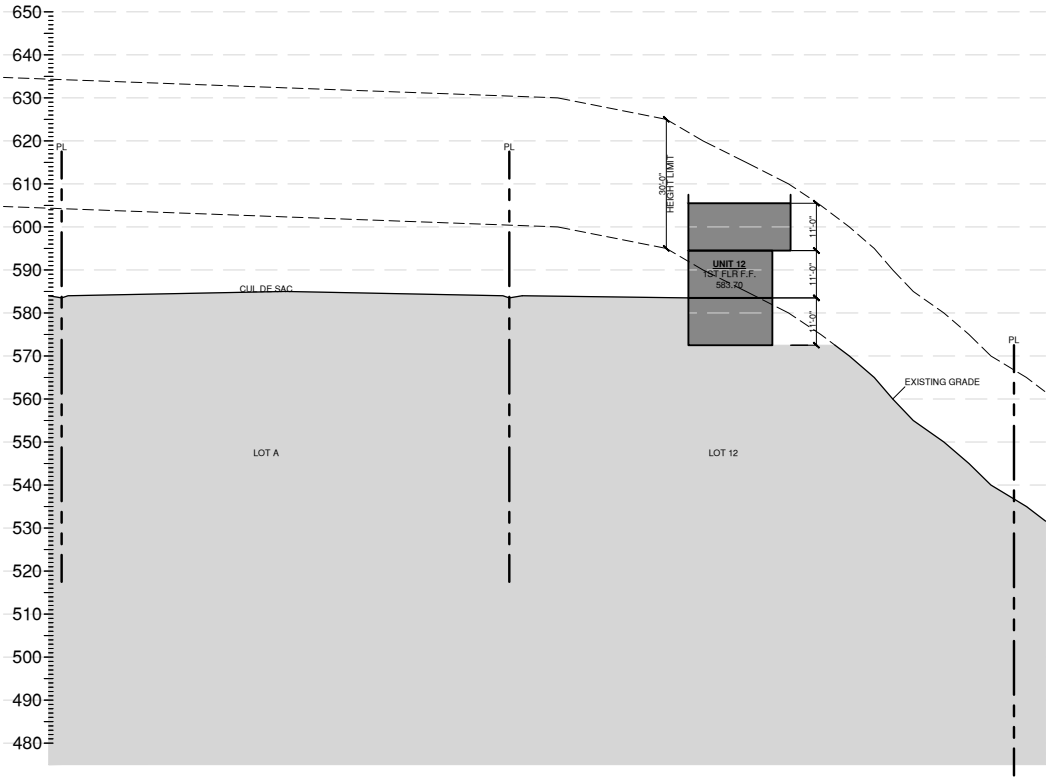
Meridian Consultants

Sections Lots 9-10

273-001-19

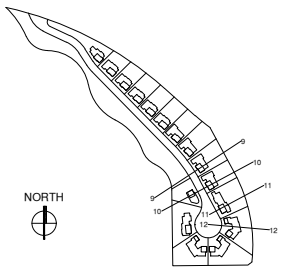


SECTION 11-11



SECTION 12-12

SITE KEY



0 25 50 100

APPROXIMATE SCALE IN FEET

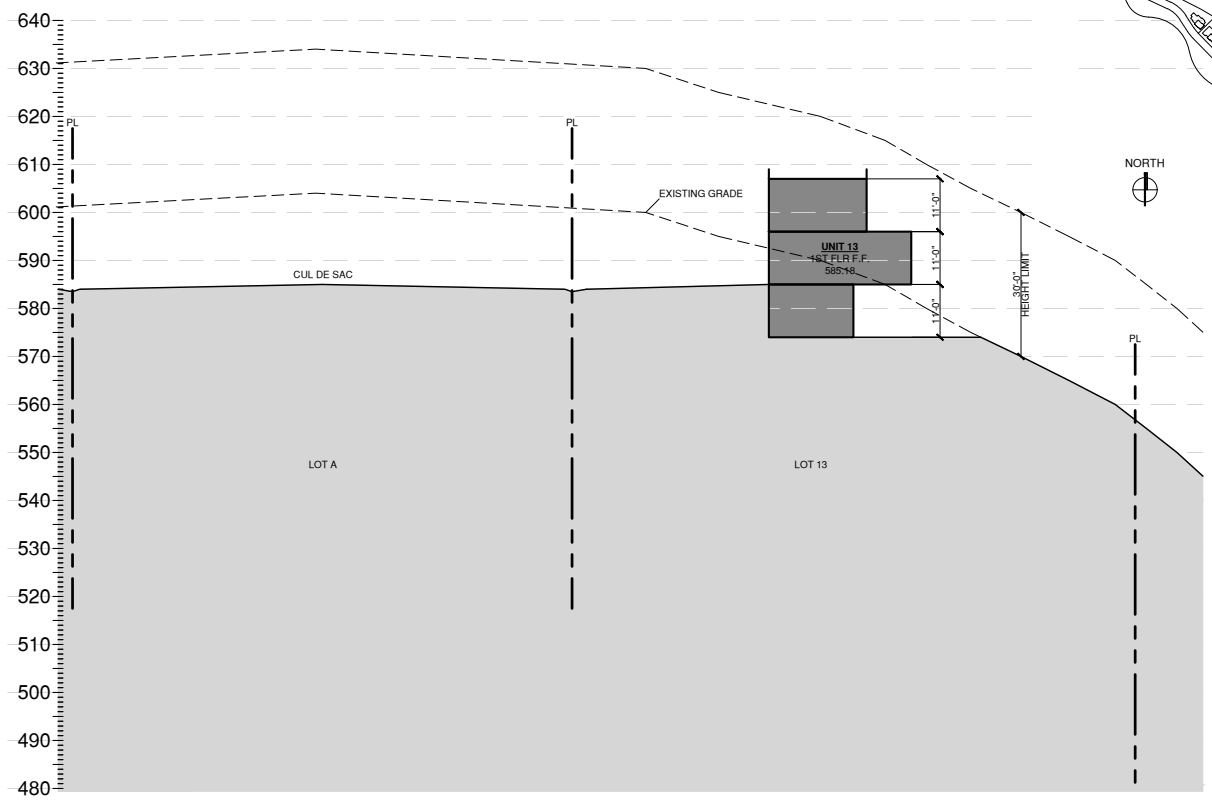
SOURCE: SLSD Inc. 2021

FIGURE **3c2**

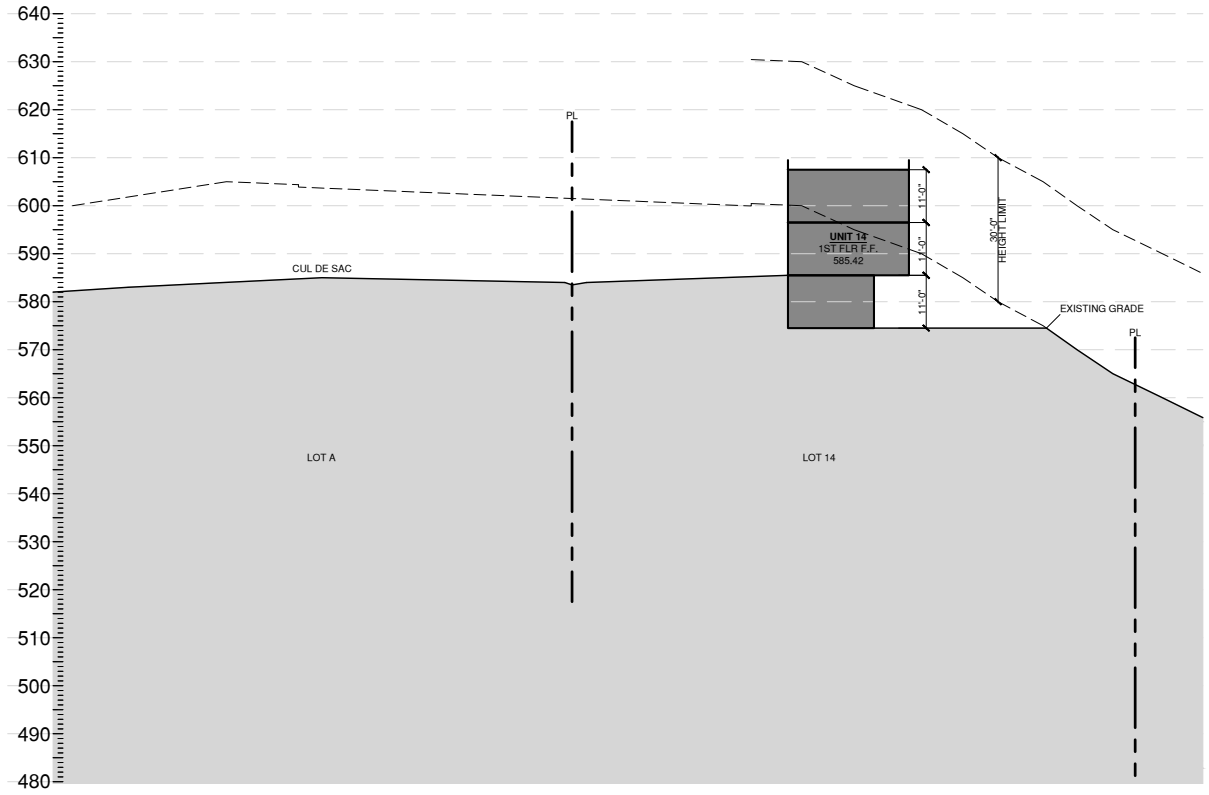
Meridian Consultants

Sections Lots 11-12

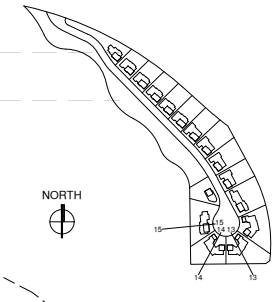
273-001-19



SECTION 13-13



SECTION 14-14



0 25 50 100

APPROXIMATE SCALE IN FEET

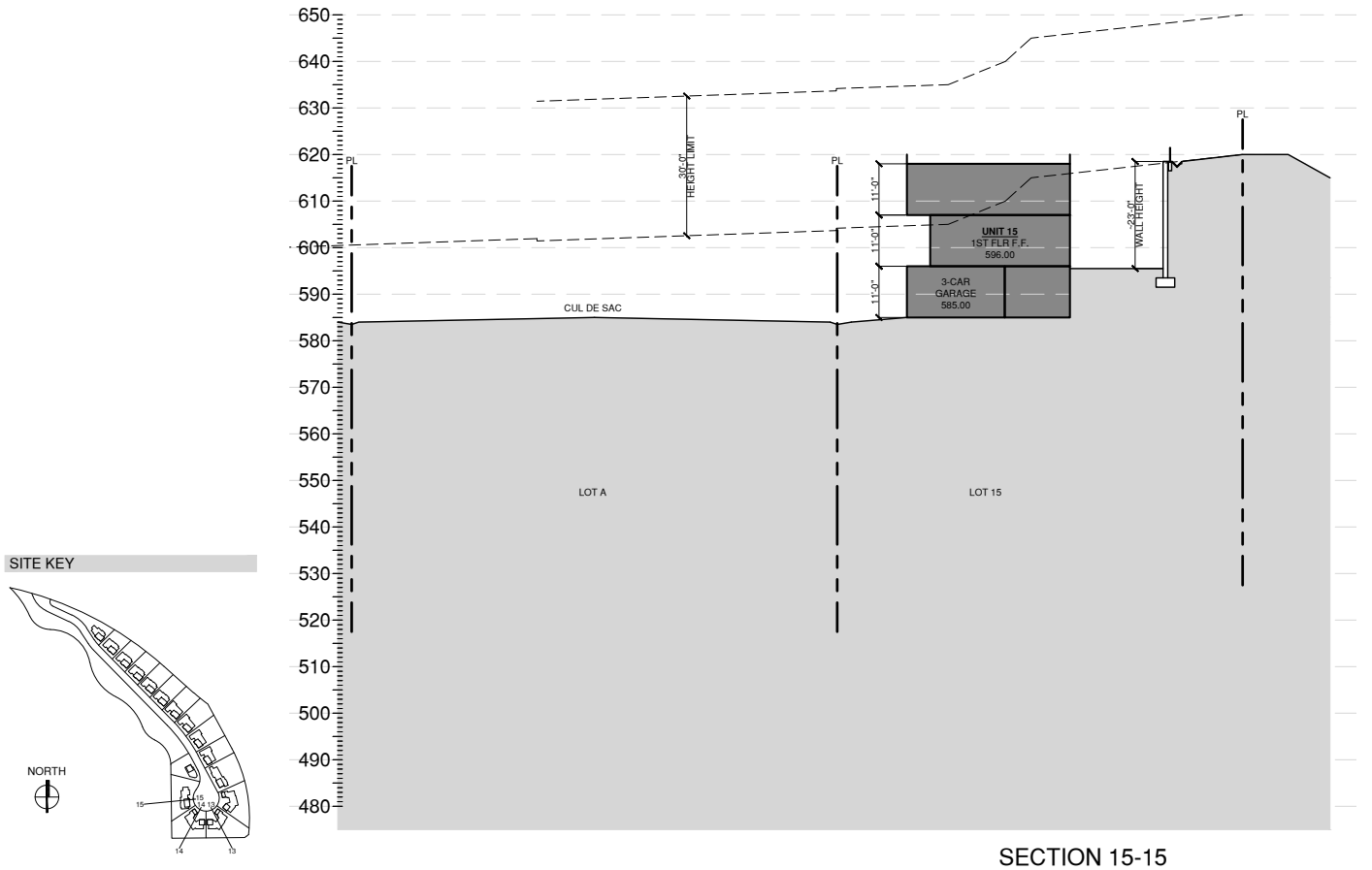
SOURCE: SLSD Inc. 2021

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



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.

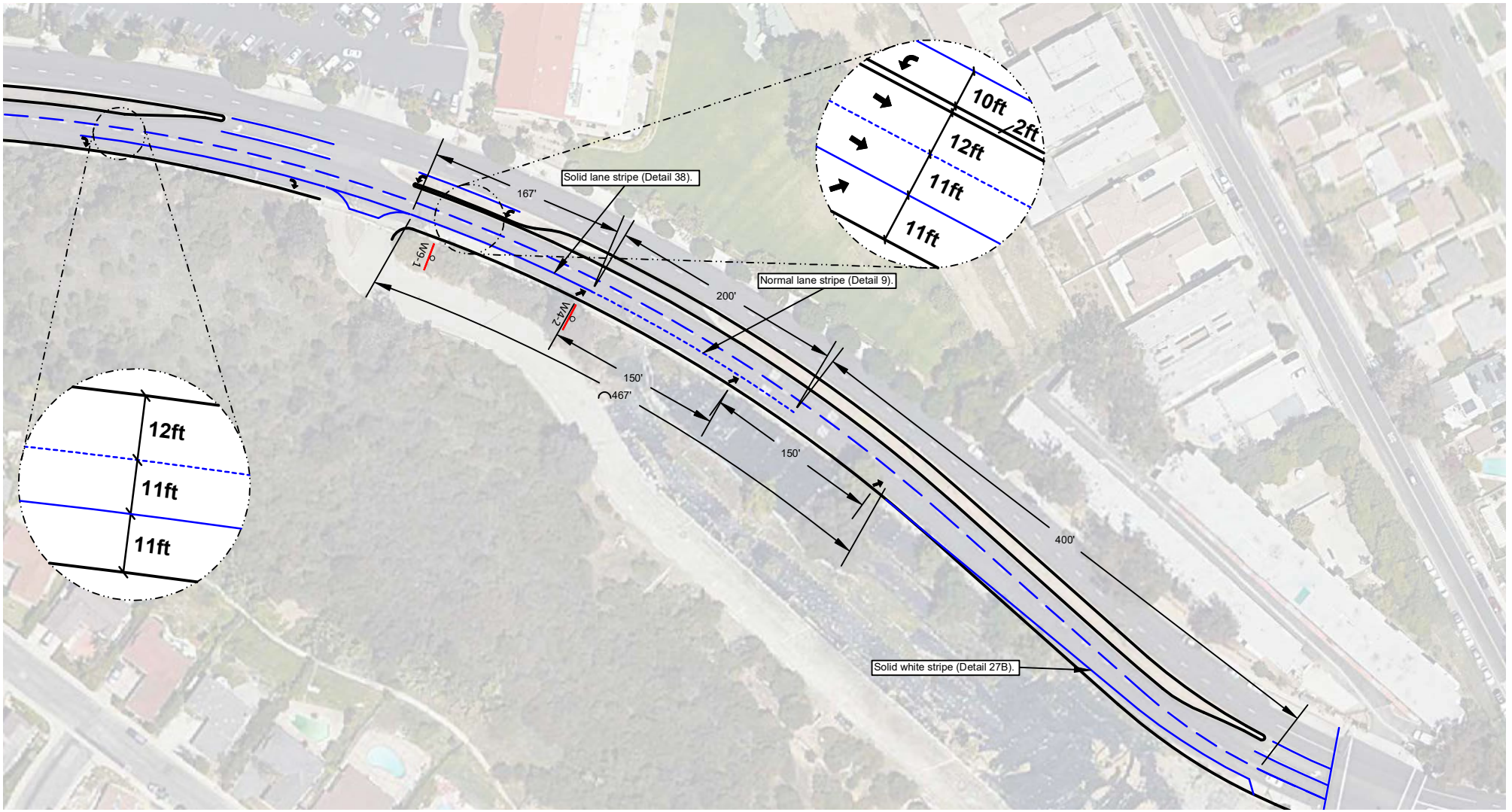
As shown in **Figure 11: Specific Plan Setting**, the residential lots and homes allowed by this Specific Plan are consistent in size with the homes in the surrounding area. Individual residences developed in accordance with these Design Guidelines are exempt from additional Design Review, as defined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

273-001-19

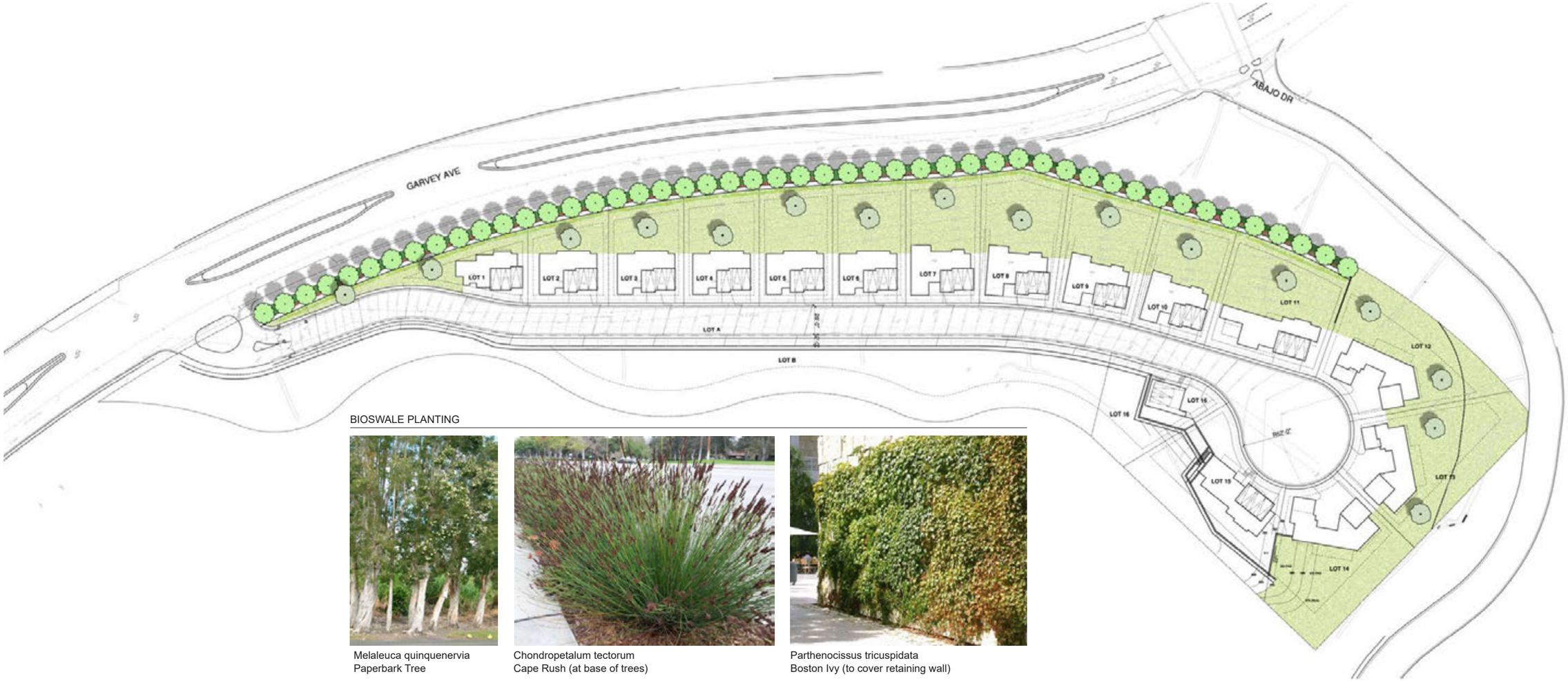


SOURCE: Open Street Map - 2020; Orange Street Studio - 2020

FIGURE **11**

Meridian Consultants

Specific Plan Setting



BIOSWALE PLANTING

Melaleuca quinquenervia
Paperbark Tree

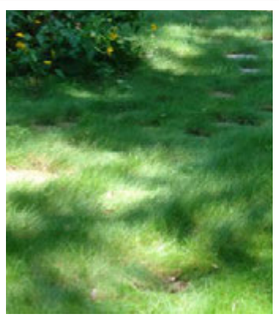
Chondropetalum tectorum
Cape Rush (at base of trees)

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**

Meridian Consultants

Conceptual Elevation

273-001-19



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**

Meridian Consultants

Conceptual Elevation

273-001-19



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.

ATTACHMENT 2

Draft Ordinance Development Agreement (DA-21-01)

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

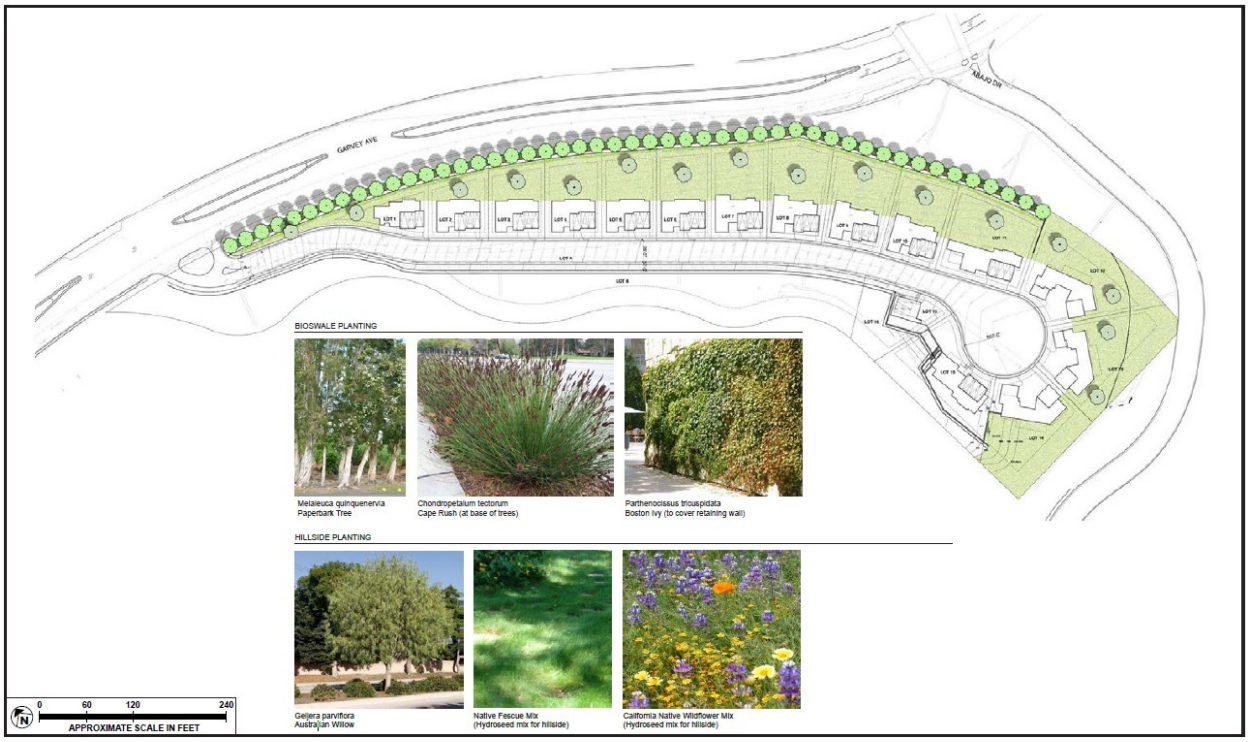
These Design Guidelines are provided to meet the intent of Chapter 21.36 Design Review in the MPMC by:

- 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

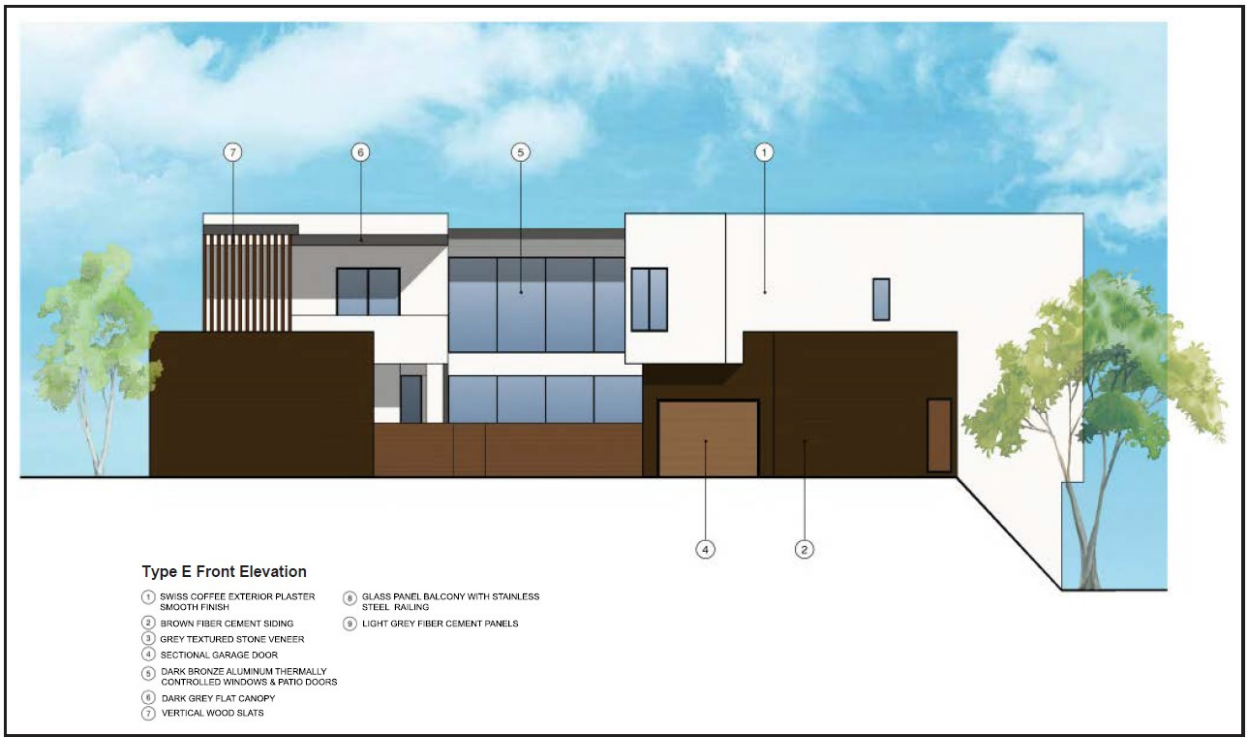


Figure 2d: Conceptual Elevation



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]

ATTACHMENT 3
June 16, 2021 City Council Staff Report

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:

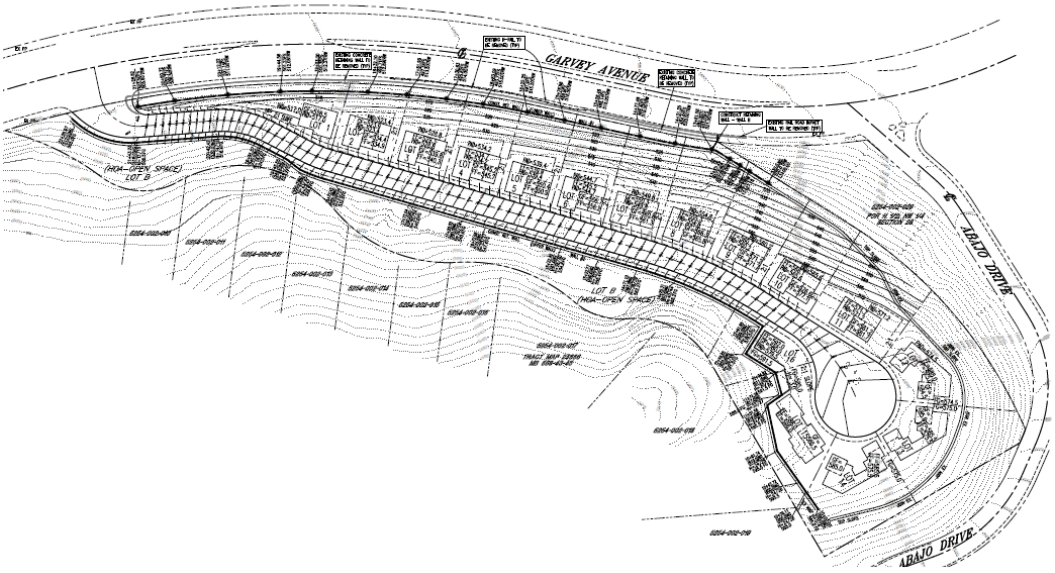
Legal Notification

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

City Council Staff Report

DATE: July 7, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3D

TO: The Honorable Mayor and City Council

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

SUBJECT: Northeast Area Water Main Improvements Phase II – Authorization to Advertise

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution approving the design and plans for the Northeast Area Water Main Improvements Phase II Project;
2. Authorizing staff to advertise the Northeast Area Water Main Improvements Phase II Project; and
3. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

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

EXECUTIVE SUMMARY

Staff has prepared bid specifications for the City's Northeast Area Water Main Improvements Phase II project and is requesting the City Council's authorization to advertise the project for construction bids.

BACKGROUND

Phase I of the Northeast Area Water Main Improvements were completed in the 2015-2016 fiscal year. This project will complete the second phase of work for the area. The work includes installation of approximately 7,950 lineal feet of 8-inch Polyvinyl Chloride (PVC) C909 and 3,060 lineal feet of 10-inch PVC C909 water main along various streets within the northeast side of the City; including construction of water service line replacement, installation of new fire hydrants and laterals, fire services lines, and appurtenances, valves, abandonment of existing mains, and tie-in to existing water systems.

The project involves water improvements for the following streets: Hellman Ave., from Garfield Ave. to Alhambra Ave.; Sierra Vista St., Rural Dr., Orange Ave., Gladys Ave., Florence Ave., Elizabeth Ave., and New Ave., from Garvey Ave. to Emerson Ave.

This project will significantly reduce the occurrence of water main breaks, and improve water system reliability and fire protection capability.

FISCAL IMPACT

The project was included in the FY2019-20 adopted budget and will be funded with Water (401) funds in the amount of $2,974,144.

Respectfully submitted by:

Frank A. Lopez, P.E.
Director of Public Works /
City Engineer

Prepared by:

Ulises Benavente
Civil Engineering Assistant

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT

1. Draft Resolution

ATTACHMENT 1
Draft Resolution

RESOLUTION NO.

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE NORTHEAST AREA WATER MAIN IMPROVEMENTS PHASE II PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT

THE CITY COUNCIL RESOLVES AS FOLLOWS:

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

A. City staff has prepared bid specifications for the Northeast Area Water Main Improvements Phase II Project ("Project").

B. The City Engineer reviewed the completed design and plans for the Project and agrees with staff that the plans are complete and the Project may be constructed.

C. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2. *Environmental Assessment.* The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

SECTION 3. *Design Immunity; Authorization*.

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms to the City's General Plan.

D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

E. The approval and authorization granted by this Resolution is intended to

avail the City of the immunities set forth in Government Code § 830.6.

F. The City Manager, or designee, may solicit bids for the Project in accordance with applicable law.

SECTION 4. *Project Payment Account*. For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish an account allocating funds from the appropriate fiscal year budget to pay for the Project ("Project Payment Account"). The Project Payment Account is the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

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

SECTION 6. The City Clerk is directed to certify the adoption of this Resolution.

SECTION 7. This Resolution takes effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 7th of July 2021.

_____
Yvonne Yiu, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger
City Attorney

City Council Staff Report

DATE: July 7, 2021
AGENDA ITEM NO: Consent Calendar Agenda Item 3E

TO: The Honorable Mayor and City Council

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

SUBJECT: 2019-20 Street Rehabilitation Project – Award of Contract

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with Sialic Contractors Corporation dba Shawnan Corporation of Downey, CA in the contract amount of $4,382,874 for the 2019-20 Street Rehabilitation Project;
2. Authorizing the Director of Public Works to approve change orders and contingency up to $219,150, or 5% of the contract amount;
3. Authorizing the City Manager to execute a professional services agreement, in a form approved by the City Attorney, with Converse Consultants of Monrovia, CA up to $80,000 for Geotechnical Observation and Testing Services for a total project cost of $4,682,024; and,
4. Taking such additional, related action that may be desirable.

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).

EXECUTIVE SUMMARY

On May 5, 2021, the City Council adopted a resolution approving the design and specifications for the 2019-20 Street Rehabilitation project and authorized staff to solicit bids. The public bid opening was held on June 7, 2021. Staff has completed its review of bids and recommends that the contract be awarded to Shawnan Corporation, the lowest responsible bidder, in the amount of $4,382,874.

BACKGROUND

The project involves the rehabilitation of the following streets:

STREET SEGMENT
Abe Way - Metro Drive to End
Ackley Place - Ackley Street to End
Adams Way - Van Buren Drive to End

Alisar Way - North End to Ackley Street
Andrix Street - Lupine Avenue to Floral Drive
Arlight Street - Garfield Avenue to Andrix Street
Ash Drive - Pepper Street to Holly Oak Drive
Bluffdale Street - Markland Drive to Markland Drive
Buchanan Place - Ackley Street to End
Country Place - Country Road to End
Country Road - Town Avenue to Gate
Emerald Way - Wheeler Drive to End
Fernfield Drive - Markland Drive to East Cul-De-Sac
Fernfield Drive - West End to Wilcox Avenue
Fernfield Drive - Wilcox Avenue to Markland Drive
Fillmore Drove - Ackley Street to End
Floral Drive - Garfield Avenue to Fulton Avenue
Foxglove Drive - Fernfield Drive to End
Gleason Street - End (E) to End (W)
Gleason Street - Fulton Avenue to Wilcox Avenue
Grant Street - Van Buren Drive to End
Hamlet Drive - Village Drive to Country Road
Harrison Road - Ackley Street to Orange Avenue
Heather Drive - Lupine Avenue to Clover Drive
Holly Oak Place - Holly Oak Drive to End
Juneway Road - Gleason Street to Pomona Boulevard
Kempton Avenue - Lincoln Avenue to Fulton Avenue
Kempton Avenue - Trumbower Avenue to Keller Street
Laurel Center - Laurel Drive to End
Laurel Drive - Pepper Street to Ackley Street
Laurel Place - Laurel Drive to End
Lupine Avenue - Kempton Avenue to Coral View Street
Lupine Place - Lupine Avenue to End
Luy Street - Van Buren Drive to End
Magnolia Drive - Ackley Street to Holly Oak Drive
Mancha Place - Mancha Way to End
Mancha Way - Coral View Street to Keller Street
Metro Drive - Aztec Way to Village Drive
Mooney Drive - Kempton Avenue to Russell Avenue
Mooney Drive - Pomelo Avenue to City Limits
Olive Place - Orange Avenue to End
Orange Place - Orange Avenue to End

Pierce Place - Ackley Street to End
Plateau Avenue - Village Drive to End
Russell Avenue - Graves Avenue to Mooney Drive
Russell Avenue - Mooney Drive to South End
San Patricio Drive - Alisar Avenue to Ackley Street
Starbird Drive - Trumbower Avenue to End (South)
Taft Court (Orange Avenue to End)
Taylor Drive - Ackley Street to End
Town Avenue - Country Road to Kays Avenue
Trumbower Avenue - Starbird Drive to Keller Street
Tyler drive - Ackley Street to End
Van Buren Drive - Fulton Avenue to Fillmore Drive
Village Drive - Plateau Avenue to Kays Avenue
Village Place - Village Drive to End
Wheeler Drive - Heather Drive (S) to Heather Drive (N)
Whitehurst Drive - Keller Street to Mancha Way
Wilcox Avenue - Fulton Avenue at Kempton Avenue
Wilson Place - Orange Avenue to End
Woodland Way - Markland Drive to End
Ynez Avenue - Graves Avenue to Loma Verde Street

The work includes cold milling and removal of the existing asphalt pavement and constructing a rubberized asphalt overlay, adjusting utility covers to grade; constructing new ADA curb ramps; replacing traffic loop detectors, restoring traffic striping and pavement markings; and providing and maintaining traffic control during construction.

The public works bid was opened on June 7, 2021, and includes the following 6 bids:

RANK	BIDDER	BASE BID AMOUNT
1	Shawnan Corporation	$ 4,382,873.82
2	All American Asphalt	$ 4,554,435.96
3	Gentry Brothers	$ 4,585,993.81
4	Hardy & Harper	$ 4,940,000.00
5	Excel Paving	$ 5,330,577.59
6	Onyx Paving	$ 5,555,000.00

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

Converse Consultants submitted a proposal in the amount of $77,360 to provide geotechnical observation and material testing services for the 2019-20 Street Rehabilitation Project. The services include:

Soils

- Review project plans and specifications
- Inspect bottom of excavation
- Perform in-place density tests
- Provide fill placement inspection and testing
- Review and provide laboratory testing on soil, backfill materials, and aggregate base
- Prepare summary reports

Asphalt Concrete

- Review material certificates and certificates of compliance
- Review mix designs
- Perform laboratory tests for mix density
- Perform extraction/gradation tests
- Perform in-place density tests by nuclear method
- Inspect asphalt placement

FISCAL IMPACT

Funds for this project have been budgeted in Capital Improvement Project (CIP) No. 96008 for a total of $5,471,905.

FISCAL YEAR	FUND	AMOUNT
FY2020-21	Asphalt CIP	$53,782.00
FY2020-21	SB1 Road Maintenance and Rehab	$1,767,502.28
FY2020-21	Measure R Funds	$972,239.98
FY2020-21	Measure M Funds	$1,500,000.00
FY2020-21	Water CIP	$75,000.00
FY2021-22	SB1 Road Maintenance and Rehab	$1,103,381.00
	Total	$5,471,905.26

Respectfully submitted and prepared by:

Frank A. Lopez, P.E.
Director of Public Works/
City Engineer

Reviewed by:

Martha Garcia
Director of Management Services

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT

1. Shawnan Bid Proposal
2. Converse Consultants Proposal

ATTACHMENT 1
Shawnan Bid Proposal

SECTION C. BIDDERS PROPOSAL
(Entire section C shall be submitted with the bid)

BIDDER'S NAME: SHAWNAN

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

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

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

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

BID SCHEDULE

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

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

BID SCHEDULE

For 2019-2020 Various Street Rehabilitation at Various Locations, Specification No. 2021-003

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Mobilization and Demobilization	1	LS	$	$
2	Traffic Control	1	LS	$	$
3	Remove existing pavement to 5" depth. Existing depth of asphalt concrete, subbase, and subgrade varies by location. Some street segments include fabric material. See Appendix 7 – Coring Data Sheets prepared by LaBelle Marvin for existing pavement information, which shows AC and subbase depth, native material and fabric information. Contractor shall remove portion of AC, subbase, or native material to 5" depth as part of this work, full width of street , complete and in place (including removal/re-compaction of exposed base or native). Work locations are shown on Appendix 4. Location Index, Project Group B	448,321	SF	$	$
4	Remove existing pavement to 2.5" depth. Existing depth of asphalt concrete, subbase, and subgrade varies by location. Some street segments include fabric material. See Appendix 7 – Coring Data Sheets prepared by LaBelle Marvin for existing pavement information, which shows AC and subbase depth, native material and fabric information. Contractor shall remove portion of AC, subbase, or native material to 2.5" depth as part of this work, full width of street , complete and in place (including removal/re-compaction of exposed base or native). Work locations are shown on Appendix 4. Location Index, Project Group C	249,426	SF	$	$
5	Cold Mill Existing Asphalt Pavement, 1.5" deep as shown on Appendix 4. Location Index, Detail A. Work locations are shown on Appendix 4. Location Index, Project Group A	1,042,501	SF	$	$
6	Furnish and install 1.5" thick (ARHM) asphalt rubberized hot mix complete and in place.	15,448	TON	$	$
7	Furnish and install 3.5" thick asphalt concrete AC Type B level Course as shown on Appendix 4. Location Index, Detail B	9,686	TON	$	$
8	Furnish and install 2.5" thick asphalt concrete AC Type B level Course including tapering from 1" at gutter edge to 2.5" at 5' from gutter edge as shown on Appendix 4. Location Index, Detail C	3,452	TON	$	$

FOR REFERENCE ONLY. ALL BIDDING ON QUEST BID WORKSHEET PAGE

9	Furnish and install 1.5" thick asphalt concrete AC Type B level Course including tapering from 0" at gutter edge to 1.5" at 5' from gutter edge as shown on Appendix 4. Location Index, Detail A	8,248	TON	$	$
10	Remove and Reconstruct 6" A.C Pavement over recompacted base and or sub grade, complete and in place (Corporate Center at Casuda Canyon). Work location is shown on Appendix 6. Project Location Exhibits	4,000	SF	$	$
11	Cold plane existing A.C pavement 1.5" and construct 1.5"-2" A.C pavement overlay, complete and in place (Corporate Center at Casuda Canyon) Work location is shown on Appendix 6. Project Location Exhibits	1,950	SF	$	$
12	Furnish and install Traffic Loop Detention, complete and in place (Corporate Center at Casuda Canyon) Work location is shown on Appendix 6. Project Location Exhibits	1	EA	$	$
13	Adjust manhole covers to grade, complete and in place	146	EA	$	$
14	Adjust water/gas valves to grade, complete and in place	101	EA	$	$
15	Remove existing curb and gutter and replace with APWA Standard A2-8 PCC Curb and Gutter complete and in place	181	LF	$	$
16	Construct PCC ADA ramps per APWA Standard Plan No. 111-5.	146	EA	$	$
17	Construct PCC Sidewalk, 4" thick per Std. Plan No. 112-2	2,651	SF	$	$
18	Furnish and install traffic striping & pavement markings	1	LS	$	$
19	Storm water pollution control	1	LS	$	$
TOTAL BASE BID AMOUNT IN NUMBERS					$
TOTAL BASE BID AMOUNT IN WORDS:					

FOR REFERENCE USE ONLY. ADD UNIT PRICES ON QUEST BID WORKSHEET PAGE

The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.

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

DESIGNATION OF SUBCONTRACTORS

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

Subcontractor Information	Work to be Performed	Dollar Amount
Name: Martinez Concrete Address: 920 W Foothill Blvd, Azusa CA Tel: 626-334-2979	Lic# 394471 Dir# 1000006160 PCC	$ 448,000.00
Name: ~~Superior Pavement~~ (55) Address: Tel:	~~Lic# Dir#~~ (55) ~~Striping~~ (55)	~~$ 25,000.00~~ (55)
Name: On Point Land Survey Address: 1906 Orange Tree In, Redlands Tel: 909-792-2221	Lic# LS8133 Dir# 1000003100 Survey	$ 5,000.00

Name: CalStripe Address: 2040 E Steel Rd, Colton CA Tel: 909-884-7170	Lic# 685387 Dir# 1000001100 Striping	$ 25,000.00
Name: CPE Address: 19062 San Jose Ave, La Puente Tel: 626-810-1338	Lic# 793907 Dir# 1000377609 Loops	$ 3,000.00
Name: Address: Tel:		$ _____
Name: Address: Tel:		$ _____
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		$ ~~478,000.00~~ 481,000.00

REFERENCES

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

Reference 1		
Agency Name: City of Norwalk	Project Name and Brief Description: Foster Road Side Panel Improvements PCC Pav, Excav, Paving & Grading, Electrical	
Contact Name and Title: Abdallah FKhouri		
Tel: 714-225-3007 E-mail:	Contract Value: $2.9 mill	Year Completed: 2019

Reference 2		
Agency Name: City of Industry	Project Name and Brief Description: West Side Roadways. Roadway, Sewer, Dry Utilities, Slope	
Contact Name and Title: Cesar Perez		
Tel: 562.333-0336 E-mail:	Contract Value: $24.9m	Year Completed: 2021

Reference 3		
Agency Name: City of Monterey Park	Project Name and Brief Description: Various Streets Improvements PCC Repair, Excavation, Paving & Grading	
Contact Name and Title: Cesar Vega		
Tel: 626-307-1453 E-mail:	Contract Value: $1.5 mil	Year Completed: 2020

Reference 4		
Agency Name _____ Contact Name and Title _____	Project Name and Brief Description SEE ATTACHED	
Tel:_____ E-mail:_____	Contract Value: $_____	Year Completed:_____

SITE INSPECTION

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

Name of Person who inspected the site: Shawn Smith

Date of Inspection: MAY 2 8 2021

ADDENDA ACKNOWLEDGMENT

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

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Project Name & Contract Number	Owner's Name, Address Contact Name and Telephone #	Scope of Work Performed	Original and Final Contract Amounts	Original and Final Completion Dates	Names and On-Site Project Manager and Superintendent
300 - Foster Road Side Panel Improvements	City of Norwalk/FCG 12700 Norwalk Blvd Norwalk, CA 90650 Abdallah Fkhouri 714-225-3007	PCC Pour, Excavation, Paving & Grading, Underground Utilities, Electrical	O: $3,04,225.00 F: $2,909,416.16	O: 11/2017 F: 06/10/19	Shawn Smith (P.M.) John McDonald (S)
307 - Westside Roadways, Sewers, Dry Utilities and Slope Landscaping	City of Industry/ CNC Eng. 15625 E Stafford St Industry, CA 91744 Gerry Perez 562-333-0336	Construction of Roadways, Sewers, Dry Utilities, and Slope Landscaping	O: $24,969,171.10 F: IN PROGRESS	O: 2/2018 F: IN PROGRESS	Shawn Smith (P.M.) Phil Pendergist (S)
308 - 2018-2020 Site Improvements	Port of Los Angeles 425 S. Palos Verdes St San Pedro, CA 90733 Charles Adams 310-732-3868	Furnish of transportation, labor, materials, equipment, Mobilization, demobilization	O: $14,463,600 F: IN PROGRESS	O: 4/1/2018 F: IN PROGRESS	Shawn Smith (P.M.) John McDonald (S)
320 - FY 2018-19 Pavement Rehabilitation Project	City of Commerce 2535 Commerce Way Commerce, CA 90040 Ali Cayir 323-722-4805	PCC Pour, Excavation, Paving & Grading, Underground Utilities	O: $3,545,666.00 F: IN PROGRESS	O: 02/24/2020 F: IN PROGRESS	Shawn Smith (P.M.) John McDonald (S)
324 - Various Street Improvements	City of Monterey Park 320 W Newmark Ave, Monterey Park, CA 91754 Cesar Vega, 626-307-1458	PCC Pour, Excavation, Paving & Grading, Underground Utilities	O: $1,629418.50 F: $ 1,589,250.28	O: 10/07/2019 F: 05/2020	Shawn Smith (P.M.) John McDonald (S)
325 - Residential and Arterial Pavement Improvements	City of Torrance 3031 Torrance Blvd Torrance, CA 90503 Brenda Moun 310-328-5310	PCC Pour, Excavation, Paving & Grading, Underground Utilities	O: $ 6,332,385.00 F: $ IN PROGRESS	O: 09/13/2019 F: IN PROGRESS	Shawn Smith (P.M.) John McDonald (S)
330 - Local Street Improvement Project	City of Hawthorne 4455 W 126th St Hawthorne, CA 90250 Akbar Farokhi, 310-349-2901	PCC Pour, Excavation, Paving & Grading, Underground Utilities	O: $3,058,000.00 F: $ IN PROGRESS	O: 06/01/2020 F: IN PROGRESS	Shawn Smith (P.M.) John McDonald (S)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder and proposed subcontractors hereby certifies that he has participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- [A] a. contract
- [ ] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. Status of Federal Action:

- [A] a. bid/offer/application
- [ ] b. initial award
- [ ] c. post-award

3. Report Type:

- [A] a. initial
- [ ] b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

- [X] Prime
- [ ] Subawardee
  Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)
NONE

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
$_____ [ ] actual [ ] planned

12. Form of Payment (check all that apply):

- [ ] a. cash
- [ ] b. in-kind; specify: nature _____
  value _____

13. Type of Payment (check all that apply)

- [ ] a. retainer
- [ ] b. one-time fee
- [ ] c. commission
- [ ] d. contingent fee
- [ ] e deferred
- [ ] f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** [ ] **No** [X]

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Shawn Smith

Title: President

Telephone No. (562) 803-9977 Date: MAY 28 2021

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

BUY AMERICA

49 U.S.C. 5323(j)
49 CFR Part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a sixty percent (60%) domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. 623, 42 U.S.C. 2000
42 U.S.C. 6102, 42 U.S.C. 12112
42 U.S.C. 12132, 49 U.S.C. 5332
29 CFR 1630, 41 CFR Parts 60 et seq.

1. **Nondiscrimination :** In accordance with Title VI of the Civil Rights Act, as amended, Section 303 of the Age Discrimination Act of 1975, as amended, Section 202 of the Americans with Disabilities Act of 1990, and Federal transit law, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying contract:

   (a) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, and Federal transit laws, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 relating to Equal Employment Opportunity as amended by Executive Order 11375), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

   (b) Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, and Federal transit law, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

   (c) Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract

financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Bidder's Name: SHAWMAN
Authorized Signature: ✓
Name and Title: Shawn A Smith, President
Date: MAY 2 8 2021

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

I am the President of SHAWNAN, the party making the foregoing bid.

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

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

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

Bidder's Name: SHAWNAN

Authorized Signature:

Name and Title: Shawn A Smith, President

Date: MAY 2 8 2021

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On May 28, 2021 before me, M. Avila-Ramos, Notary Public
(Here insert name and title of the officer),

personally appeared Shawn A. Smith and nobody else,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~(is)~~are~~ subscribed to the within instrument and acknowledged to me that (he)~~/she/they~~ executed the same in (his)~~/her/their~~ authorized capacity(~~ies~~), and that by (his)~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

M. Avila Ramos
Notary Public Signature (Notary Public Seal)

BCT3 M. AVILA-RAMOS COMM...2339818 NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY My Term Exp. Dec. 9, 2024 BCT3

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is ~~/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PUBLIC CONTRACT CODE SECTION 10162

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

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

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

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

N/A

Bidder's Name: SHAWNAN

Authorized Signature:

Name and Title: Shawn A Smith, President

Date: MAY 2 8 2021

PUBLIC CONTRACT CODE SECTION 10232

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

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

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

Bidder's Name: SHAWNAN

Authorized Signature: _____

Name and Title: Shawn A Smith, President

Date: MAY 2 8 2021

PUBLIC CONTRACT CODE SECTION 10285.1

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

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

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

Bidder's Name: SHAWNAN

Authorized Signature: ✓

Name and Title: Shawn A Smith, President

Date: MAY 2 8 2021

BIDDER INFORMATION

Bidder's Name: Stalic Contractors Corporation dba Shawnan

Address: 12240 Woodruff Ave Downey, CA 90241

Form of Legal Entity: CORPORATION

If a Corporation, State of Incorporation: California

State Contractor's Class and License No.: 679962 A & B

Contact Person Information:

Name: Shawn Smith Title: President

E-mail: estimating@shawnan.com Tel: (562) 803-9977

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

Shawn A Smith, President 12240 Woodruff Ave Downey, CA 90241 (562) 803-9977

James Phillip Pendergist Vice President 12240 Woodruff Ave Downey, CA 90241 (562) 803-9977

John A. Smith, Secretary 12240 Woodruff Ave Downey, CA 90241 (562) 803-9977

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

NONE

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

Stalic Contractors Corporation dba Shawnan

Previous contract performance history:

Was any contract terminated previously: No

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

Contract/project name and number: N/A

Date of termination: N/A

Reason for termination: N/A

Owner's name: N/A

Owner contact person and tel. no.: N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 28th day of May, 2024.

BIDDER SHAWNAN

Shawn A Smith, President

Subscribed and sworn to this 28th day of May, 2024

NOTARY PUBLIC SEE ATTACHED

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On May 28, 2021 before me, M. Avila-Ramos, Notary Public
(Here insert name and title of the officer),

personally appeared Shawn A. Smith and nobody else,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ (is)~~are~~ subscribed to the within instrument and acknowledged to me that (he)~~/she/they~~ executed the same in (his)~~/her/their~~ authorized capacity(~~ies~~), and that by (his)~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

M. Avila Ramos
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PROPOSAL GUARANTEE

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Sialic Contractors Corporation dba Shawnan, as BIDDER, AND Federal Insurance Company, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of Ten percent of the total amount of the bid ($ 10%)dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **2019-20 STREET REHABILITATION AT VARIOUS LOCATIONS SPECIFICATION NO. 2021-003** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 25th day of May, 2021.

SIGNED AND SEALED this 25th day of May, 2021.

Sialic Contractors Corporation dba Shawnan

Shawn Smith

PRINCIPAL

Federal Insurance Company

Douglas A. Rapp, Attorney in Fact

SURETY

PRINCIPAL's MAILING ADDRESS:

Sialic Contractors Corporation dba Shawnan

12240 Woodruff Avenue, Downey, CA 90241

SURETY's MAILING ADDRESS:

Federal Insurance Company

202B Halls Mill Road, Whitehouse Station, NJ 08889

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

ACKNOWLEDGMENT

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

State of California
County of Orange)

On **May 25, 2021** before me, Debra Swanson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)

RRS2 DEBRA SWANSON COMM. # 2335630 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. NOV 10, 2024 RRS2

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Douglas A. Rapp and Timothy D. Rapp of Ladera Ranch, California ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **5th** day of **April, 2021.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this **5th** day of **April, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this May 25, 2021

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On May 28, 2024 before me, M. Avila-Ramos, Notary Public
(Here insert name and title of the officer),

personally appeared Shawn A. Smith and nobody else,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~(is)~~are~~ subscribed to the within instrument and acknowledged to me that (he)~~/she/they~~ executed the same in (his)~~/her/their~~ authorized capacity~~(ies)~~, and that by (his)~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

M. Avila Ramos
Notary Public Signature (Notary Public Seal)

BCT3 M. AVILA-RAMOS COMM...2339818 NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY My Term Exp. Dec. 9, 2024 BCT3

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is ~~/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

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

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of _____ ($ _____) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **2019-20 STREET REHABILITATION AT VARIOUS LOCATIONS SPECIFICATION NO. 2021-003** ("Public Project").

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

SEE ATTACHED Bid Bond

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

--END OF SECTION--

Contractor Information

Legal Entity Name
SIALIC CONTRACTORS CORPORATION
Legal Entity Type
Corporation
Status
Active
Registration Number
1000003377
Registration effective date
7/1/2019
Registration expiration date
6/30/2022
Mailing Address
12240 WOODRUFF AVE DOWNEY 90241 CA Uni...
Physical Address
12240 WOODRUFF AVE DOWNEY 90241 CA Uni...
Email Address
Trade Name/DBA
SHAWNAN
License Number(s)
CSLB:679962

Registration History

Effective Date	Expiration Date
6/18/2018	6/30/2019
5/31/2017	6/30/2018
6/1/2016	6/30/2017
6/29/2015	6/30/2016
12/3/2014	6/30/2015
7/1/2019	6/30/2022

Legal Entity Information

Corporation Number:
1724856
Federal Employment Identification Number:
President Name:
SHAWN SMITH
Vice President Name:
JAMES PHILLIP PENDERGIST
Treasurer Name:
JOHN SMITH
Secretary Name:
JOHN SMITH
CEO Name:
SHAWN SMITH

Agent of Service Name:
SHAWN SMITH
Agent of Service Mailing Address:
12240 WOODRUFF AVE. DOWNEY 90241 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?:	No
Please provide your current workers compensation insurance information below:	

PEO Information	PEO Name	PEO Phone	PEO Email

Insured by Carrier

Policy Holder Name:SIALIC CONTRACTORS CORPORATION**Insurance Carrier:** ZURICH AMERICAN INSURANCE COMPANY**Policy Number:**WC1062974-01**Inception date:** 9/30/2018**Expiration Date:**9/30/2019

ATTACHMENT 2
Converse Consultants Proposal

June 8, 2021

Mr. Anthony Bendezu
Contract Project Manager
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754

Subject: **PROPOSAL TO PROVIDE GEOTECHNICAL OBSERVATION AND TESTING SERVICES**
2019-2020 Street Rehabilitation Project
City of Monterey Park
Monterey Park, California
Converse Project No. 21-31-205-00 (30/40)(60/80)

Dear Mr. Bendezu:

Converse Consultants (Converse) appreciates the opportunity to submit this proposal to perform geotechnical observation and testing services for the subject project.

PROJECT BACKGROUND / DESCRIPTION

The proposed 2019-2020 Street Rehabilitation Project consists of street improvement and other related works for various streets in the City of Monterey Park. The street segments are divided into Group A, Group B and Group C and the total area is approximately 1,606,356 Square feet.

We understand that the project schedule will be coordinated during a pre-con meeting. There are 75 working days for this project (62 segments). The city is aiming to start the project towards mid/end July. The engineer's estimate for the project is approximately $3,850,000.

SCOPE OF SERVICES

Based on the information presented to Converse, we have prepared the following scope of services:

Soils

- Review soils report, project plans and specifications.
- Review submitted on-site and/or imported materials to determine their suitability as fill materials.
- Inspect bottom of excavations.
- Perform in-place density tests according to ASTM D1556 (sand cone method). Soil density tests may also be performed by nuclear method according to ASTM D6938

and adjusted to ASTM D1556 provided that calibration curves are periodically checked.

- Provide fill placement inspection and testing during backfill of utility trenches and retaining walls and construction on an intermittent and continuous basis as required to establish proper execution and conformance with the specifications. This includes testing (e.g., field density tests) on-site soil for subgrades to receive fill, fill placement, roadways, parking areas, walkways and subgrade.
- Review and provide laboratory testing on soil, backfill materials, aggregate base, etc. Develop compaction curves for materials encountered. Monitor excavation and stockpiling of suitable fill materials from mass excavation, existing aggregate base and the crushing of existing soils for use as fills.
- Prepare reports summarizing all observations and test results.
- Provide soils testing including but not limited to: Maximum Dry Density, Expansion Index, R-Value, Sand Equivalent, Sieve Analysis, and sampling.

Aggregate Base and Asphaltic Concrete

- Review material certificates and certificates of compliance.
- Review mix designs.
- Perform laboratory tests for mix density.
- Perform extraction/gradation tests.
- Perform in-place density tests by nuclear method in accordance with CTM 375 per specifications.
- Inspect asphalt placement.

Converse engineers and managers will supervise the Converse team and coordinate field and laboratory services to ensure maintaining a high level of quality assurance.

This proposal does *not* include an evaluation and/or testing for soil and/or groundwater contamination at this site.

FEE ESTIMATE

Converse proposes to complete the scope of work outlined above on a time-and-materials basis in accordance with our fee schedules which are attached and form a part of this proposal. The estimated budget for Converse to perform the requested testing is **$77,360.00**. Below is a detailed breakdown of these services:

Field Services Costs

Task	Unit	Number of Units	Unit Rate ($)	Cost
Pick-up and Delivery	hour	40	$50.00	$2,000.00
Field Soil/ Asphalt Technician	hour	480	$130.00	$62,400.00
Field Services Cost Total				**$64,400.00**

Laboratory Testing Costs

Task	Unit	Number of Units	Unit Rate ($)	Cost
Maximum Dry Density Test (Soil/ Aggregate Base)	test	24	$190.00	$4,560.00
Asphalt: Extraction and Gradation	test	12	$210.00	$2,520.00
Asphalt Hveem/ Specific gravity test	test	12	$110.00	$1,320.00
Laboratory Testing Cost Total				**$8,400.00**

Office Support Costs

Task	Unit	Number of Units	Unit Rate ($)	Cost
Office Support	hour	24	$75.00	$1,800.00
Project Manager/Engineer	hour	12	$160.00	$1,920.00
Project Manager (Verified Report)	hour	4	$210.00	$840.00
Office Support Cost Total				**$4,560.00**

Cost Summary

Type of Service	Cost
Field Services Costs	$64,400.00
Laboratory Testing Costs	$8,400.00
Office Support Costs	$4,560.00
TOTAL:	**$77,360.00**

Our fees are based on the following:

- For technicians, Converse will assess a minimum four-hour charge during each site visit less than four hours. For time in excess of four hours and less than eight hours, Converse will charge for eight hours.
- The Converse field representative will not direct, supervise or lay out the work of the contractor. Services provided by Converse will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultations requested by the client will also be charged in accordance with the rates listed in this proposal.
- Testing services outlined in this proposal will be performed at the request of your authorized representative. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- Converse requires 24 hours of advance notice for scheduling of services. We will, however, make every attempt to accommodate requests for services with less notice.
- **This proposal is submitted with the understanding by both parties that <u>this is a prevailing wage project</u> for field services as defined by local Labor Code Sections 1770-1780.**

CLOSURE

Services provided by Converse will be performed in accordance with generally accepted engineering principles and practice in this area of Southern California. We make no other warranty, either expressed or implied.

This proposal will expire 90 days from its issuance, if not accepted in that time. Our billing rates are reviewed at the beginning of each year and are subject to adjustment.

If the terms of this proposal are acceptable, please complete and sign the attached Acceptance of Agreement and Authorization to Proceed form and forward it to our office with one copy of this signed proposal to formally authorize our services.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in the authorization form. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with the appropriate authorization.

If you have any questions or wish to discuss this proposal further, please feel free to contact us at (626) 930-1275. Thank you for this opportunity to submit our proposal to City of Monterey Park.

Sincerely,

CONVERSE CONSULTANTS

Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F. ASCE
Senior Vice President / Principal Engineer

Encl: Schedule of Fees, General Conditions
Dist: 1 to Addressee via Email

SKS/PA:jjl

PROPOSAL TO PROVIDE GEOTECHNICAL OBSERVATION AND TESTING SERVICES
2019-2020 Street Rehabilitation Project
City of Monterey Park
Monterey Park, California
Converse Project No. 21-31-205-00 (30/40)(60/80)

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED	
Firm Name:	*(Client)*[1]
By:	*(Print Name)*
Signature:	
Title:	*Date:*
Telephone No. ( )	
Email Address:	
P.O. No./Billing Instructions[2,3]*:*	

1 Invoices are to be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.

2 Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

3 Converse has been informed by the Client that this is a prevailing wage project as determined by local Labor Code Sections 1770-1780.

Introduction
It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2021.

Hourly Charges for Personnel
Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (all including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	$130
DSA Masonry Inspector	130
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	135
Coring Technician	130
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	130
Sample Pick-Up	50

Professional Services (consultation for field and office, if requested)

Staff Professional	$120
Senior Staff Professional	125
Project Professional	145
Project Manager	160
Senior Professional	170
Principal Professional	210
Principal Consultant	225

Laboratory Testing

Laboratory Technician (see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	Per Test
Laboratory Supervisor	$85

Office Support

Clerical/Word Processing	$75
Drafting	80
CAD Operator/Drafting Manager	80

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses
1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-eight cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices
1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions
The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

CONVERSE CONSULTANTS
Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488 ..... 15.00
Engineering Classification, ASTM D2487 ..... 20.00
Moisture Content and Dry (bulk) Density,
- ASTM D2216 and D2937 ..... 20.00
- Moisture Content, ASTM D2216 ..... 15.00

Shrinkage Limit, ASTM D4943 ..... 85.00
Atterberg Limits, ASTM D4318
- Several points 150.00
- One Point 50.00

Particle Size Analysis, ASTM D6913
- Fine Sieve, from +#200 to #4 ..... 100.00
- Coarse and Fine Sieve, from #200 to 3 in 180.00
- Hydrometer 120.00

Percent Passing #200 Sieve, ASTM D1140 ..... 80.00
Specific Gravity
- Fine, passing #4 sieve, ASTM D854 ..... 90.00
- Coarse, retained on #4 sieve, ASTM C127 ..... 90.00

Sand Equivalent Test, ASTM D2419 ..... 110.00
Double Hydrometer Dispersion, ASTM D4221 ..... 150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557
- Method A or B 190.00
- Method C, 6" mold 200.00

California Impact Method, Caltrans 216 ..... 200.00
R-value, ASTM D2844 and CTM301 ..... 250.00
California Bearing Ratio (CBR), ASTM D1883
- 1 Point 530.00
- 3 Points 750.00

Relative Density
- 0.1 Cubic Foot Mold 200.00
- 0.5 Cubic Foot Mold 300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer 25.00
Direct Shear
- Quick Test 75.00
- Consolidated, Drained, granular soil, ASTM D3080 ..... 200.00
- Consolidated, Drained, fine grained soil, ASTM D3080 ..... 250.00
- Consolidated, Undrained, fine grained soil 200.00
- Residual Strength, per cycle 60.00
- Remolded Specimens 60.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166 ..... 150.00
Unconsolidated, Undrained, ASTM D2850 ..... 160.00
Consolidated, Undrained, per point 700.00
Consolidated, Drained, per point 700.00
With Pore Pressure Measurement, per load 150.00
Remolded Specimen 90.00

CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS

8 Load Increments 220.00
Additional Load Increment 50.00
Time-Ratio, per load increment 90.00
Single Point, collapse test 90.00
Single Load Swell, ASTM D4546
- Ring Sample, Field Moisture 90.00
- Ring Sample, Air Dried 90.00

Remolded Sample 60.00
Expansion Index Test, UBC 29-2/ASTM D4829 ..... 130.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434 ..... 250.00
Falling Head Flexible Wall, ASTM D5084 ..... 300.00
Triaxial Permeability, EPA 9100 ..... 350.00
Remolded Specimen 60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides) 220.00
Organic Content, ASTM D2974 ..... 80.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2021.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A $5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of $50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2021.

AGGREGATES
Moisture Content, ASTM D2216 ..... 15.00
Particle Size Analysis
- Coarse, ASTM C136, each 100.00
- Coarse and Fine, ASTM C136 & C137), each 180.00

Specific Gravity & Absorption
- Coarse Aggregate, ASTM C127 ..... 85.00
- Fine Aggregate, ASTM C128 ..... 85.00
- Unit Weight per Cubic Foot, ASTM C29 ..... 75.00
- Soundness, Sodium or Magnesium, ASTM C88, each 200.00
- Potential Alkali Reactivity, ASTM D289 ..... 300.00
- Freeze Thaw Soundness 175.00
- Los Angeles Abrasion, per class, ASTM C131, C535 ..... 220.00
- Sand Equivalent, ASTM D2419 ..... 110.00
- Lightweight Particles, ASTM C123, each 85.00
- Clay Lumps & Friable Particles, ASTM C142, each 120.00
- Stripping Test, ASTM D1664, each 85.00
- Organic Impurities, ASTM C40 ..... 75.00
- Durability ..... By Quote

CONCRETE TESTS
Laboratory Trial Batch, ASTM C192 ..... By Quote
Laboratory Mix Design, Historical Data ..... By Quote
Compression Test, 6”x12” Cylinder, ASTM C39, each 40.00
Lightweight Concrete
- Compression 40.00
- Unit Weight 40.00

Specimen Preparation, Trimming or Coring, each 60.00
Bond Strength, ASTM C321
- Prepared by Converse 150.00
- Prepared by Others 80.00

Core Compression Test, ASTM C12, each 80.00
Flexure Test, 6”x6” Beams, ASTM C78, each 110.00
Modulus of Elasticity, Static, ASTM C469, each 150.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days 320.00
Splitting Tensile, 6”x12” Cylinders, each 80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder 95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder 95.00
Hold Cylinder 10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse 5.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)
Moisture Content, as received, each 20.00
Absorption, each 50.00
Compression, each 55.00
Shrinkage, ASTM C426, each 100.00
Net Area and Volume, each 25.00
Masonry Blocks, per set of 9 ..... 450.00
Masonry Core Compression, each 55.00
Masonry Core Shear, each 55.00
Masonry Core Trimming, each 55.00
Compression Test, grouted prisms, 8”x8”x16”, each 120.00
Compression Test, grouted prisms, 12”x16”x16”, each 130.00
Compression Test
- 2”x4” Mortar Cylinder, each 40.00
- 3”x6” Grout Prisms, each 40.00
- 2” Cubes, ASTM C109, each 40.00

Cast by Others 40.00
Mortar or Grout Mix Designs ..... By Quote

FIREPROOFING TESTS
Oven Dry Density, per sample 70.00

MOISTURE EMISSION TEST
Moisture Emission Test Kit 70.00

ASPHALTIC CONCRETE
Stability, Flow, and Unit Weight, ASTM D6927 ..... 200.00
Marshall ASTM D1559, ASTM D2726 ..... 200.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each 95.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3 ..... 60.00
Laboratory Mixing of Asphalt & Concrete, per sample 75.00
Complete Asphalt Concrete Mix Design
- Hveem or Marshall ..... By Quote

Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each 210.00
Extraction of Rubberized Asphalt & Gradation, each 250.00
Specific Gravity, ASTM D2726 or ASTM D1188
- Uncoated 95.00
- Coated 105.00

Immersion-Compression 400.00
Particle Coating, ASTM D2489 ..... 60.00
Stripping, ASTM D1664 ..... 70.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products 220.00
Retained Strength, ASTM D1074/D1075, 6 specimens ..... By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens ..... By Quote
CBR, ASTM D1883, including M/D Curve, 1 point 350.00
Asphalt Temperature 15.00

STRUCTURAL STEEL
Tensile Test #9 Bar or Smaller, each 60.00
Bend Test #9 Bar or Smaller, each 60.00
Tensile Test #10 Bar or Greater, each 280.00
Tensile Test #14 Bar, each 310.00
Rebar Coupler Tensile Test 100.00
Tensile Test, Welded #9 Bar or Smaller, each 100.00
Tensile Test, Welded #10 Bar or Greater, each 280.00
Tensile Test, Welded #14 Bar, each 310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each 180.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each 350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING
Wedge Tensile Test, A490 Bolts
- Under 100,000 lbs., each 65.00
- Over 100,000 lbs., each 75.00

Wedge Tensile Test, A325 Bolts
- Under 100,000 lbs., each 70.00

Tensile Test, Anchor Bolts, tested with displacement transducers, each 300.00
Nut Hardness, Proof & Cone Proof Load Test, each 50.00
Washer Hardness, each 40.00
A325 or A490, Bolt Hardness Only, each 40.00
Bolt A325 or A490 Wedge Tensile
- Under 100,000 lbs. & Hardness, each 90.00
- Over 100,000 lbs. & Hardness, each 100.00

Bolt, Nut & Washer, all tests per set with bolts
- Under 100,000 lbs. 300.00
- Over 100,000 lbs. 380.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

CONVERSE CONSULTANTS
General Conditions –

Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste sites may purport to require achievement of results which cannot be accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third-party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

a. That Converse shall in no way be responsible for the manner in which such work is performed by any third party.

b. That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.

c. That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.

d. That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or

subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

Client's Responsibilities

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

Confidentiality

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

Disputes

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator.
In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to “reasonable attorneys fees” as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party’s negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties’ partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers, employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of Converse’s services.

Jobsite Safety

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

Schedules

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

Invoices

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of any invoice, it shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½ %) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½ % per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½ % service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse’s fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

Insurance

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

Assignments

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

Severability

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect of invalidate the remaining provisions or these General Conditions.

Governing Law

These General Conditions shall be governed by and construed under the laws of the State of California.

City Council Staff Report

DATE: July 7, 2021
AGENDA ITEM NO: Consent Calendar
Agenda Item 3F

TO: Honorable Mayor and Members of the City Council

FROM: Inez Alvarez, Assistant City Manager
Robert Aguirre, Recreation Manager

SUBJECT: Consideration and possible action to adopt a revised resolution authorizing the City Manager, or designee, to apply for, receive and approve grant funds for the Statewide Park Development and Community Revitalization Program (SPP) Grant regarding proposed improvements to the Barnes Park Pool

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a revised resolution authorizing the City Manager, or designee, to apply for, receive and approve funds for the SPP Grant; and

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

EXECUTIVE SUMMARY:

The Statewide Park Development and Community Revitalization Program (SPP) grant provides an opportunity for the City to apply for grant funds to design, engineer, and construct a new aquatic facility and a resolution approving an application is a requirement of the SPP grant. On November 4, 2020, the City Council adopted Resolution No. 12210 for the Barnes Park Pool Project. The California Department of Parks and Recreation, Office of Grants and Local Services notified the City that the project's specific name should be added to the Resolution. The application is being reviewed and grants have not been awarded. Staff recommends that the City Council consider adopting the attached draft resolution in preparation for potential award of grant funding.

BACKGROUND:

The staff report from the November 4, 2020, meeting is attached for reference.

FISCAL IMPACT:

There is no impact to the general fund. If the grant is received, there is no match funding required.

Respectfully submitted by:

Inez Alvarez
Assistant City Manager

Prepared by:

Robert Aguirre
Recreation Manager

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. Revised Draft Resolution
2. City Council Staff Report – November 4, 2020
3. Resolution 12210

ATTACHMENT 1
Revised Draft Resolution

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE AND APPROVE GRANT FUNDS FOR THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM

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

SECTION 1: The City Council finds and declares that:

A. The State Department of Parks and Recreation ("DPR") has been delegated the responsibility by the California Legislature to administer the Statewide Park Development and Community Revitalization Grant Program ("SPP"). SPP competitive grants are meant to facilitate the creation of new parks and new recreation opportunities in critically underserved communities across California. Projects eligible for SPP funding include developments to either create a new park, expand an existing park, or renovate an existing park. Renovations must include at least one recreation feature (an acceptable example of which includes aquatic centers and swimming pools).

B. Public Resources Code §§ 80000 *et seq*. ("The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018" approved in Proposition 68) allows for the distribution of $650,275,000 throughout multiple application rounds, of which the City may be eligible for a minimum of $200,000 and a maximum of $8,500,000.

C. The City is currently proposing improvements for the Barnes Park Pool Project that would include demolition of the existing pool; construction of a new teaching/therapy pool and new competition pool (including a recirculation system), new mechanical room, new concrete deck, and new administrative facility (with inclusive locker room facilities); and installation of drought tolerate landscaping, energy efficient lighting, and shade structures for viewing areas ("the Project"). Furthermore, the City qualifies as a "critically underserved community" (as defined by DPR) because the area within the proximity of the Project has a ratio of less than three acres of park space per 1,000 residents, as well as a median household income lower than $56,982.

D. The procedures established by the DPR require the City to certify by resolution the approval of the application before submission of said application to the State. The City Council would like to authorize the City Manager, or designee, to execute documents to apply for, and potentially receive, up to $8,500,000 and at least $200,000 in grant monies from the DPR related to the Project.

SECTION 2: *Authorizations*. The City Manager, or designee, is authorized to apply for a $7,906,000 grant from DPR to be used for the Project.

SECTION 3: The City Manager, or designee, is authorized to conduct all negotiations, sign and submit all documents (including, but not limited to applications, agreements, amendments), and payment requests, which may be necessary to receive the grant for the purposes identified herein, in addition to any documents necessary or appropriate to evidence and secure the City's obligations related to the grant.

SECTION 4: The City Manager, or designee, is authorized to accept and spend the grant monies identified in this Resolution for the purposes set forth herein. If the City's application is approved by DPR: (a) the City will be subject to the terms of the Competitive Grant Program Contract and must use the funds for eligible uses in the manner presented in the application as provided by DPR in accordance with the Grant Administration Guide and the City's SPP grant program application; and (b) to the extent practicable, consider undertaking the actions identified in Public Resources Code § 80001(b)(8)(A)-(G).

SECTION 5: The City Council hereby amends or supplements the City's Budget for fiscal year 2020-21 to appropriate the monies identified herein to pay for the Project proposed by the City in support of its grant application. The City Manager, or designee, is authorized to implement the purpose of this section.

SECTION 6: *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. 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 7: This Resolution does not affect any penalty, forfeiture, or liability incurred before, or precludes prosecution and imposition of penalties for any violation occurring before this Resolution's effective date. any such amended part will remain in full force and effect for sustaining action or prosecuting violation occurring before the effective date of this Resolution.

SECTION 8: 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 9: *Effective Date*. This Resolution becomes effective immediately upon adoption and will remain effective until repealed or superseded.

SECTION 10: *Electronic Signatures*. This Resolution may be executied 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.

Approved and adopted the 7th day of July, 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 4th day of November 2020, by the following vote:

Ayes:	Council Members:
Noes:	Council Members:
Absent:	Council Members:
Abstain:	Council Members:

Dated this 7th day of July, 2021.

Vincent D. Chang, City Clerk Monterey Park, California

ATTACHMENT 2
City Council Staff Report – November 4, 2020

City Council Staff Report

DATE: November 4, 2020

AGENDA ITEM NO: **Consent Calendar**
Agenda Item 3-E

TO: Honorable Mayor and Members of the City Council

FROM: Inez Alvarez, Assistant City Manager
Robert Aguirre, Recreation Manager

SUBJECT: Adopt a Resolution authorizing the City Manager, or designee, to apply for, receive and approve grant funds for the Statewide Park Development and Community Revitalization Program (SPP) Grant regarding proposed improvements to the Barnes Park Pool

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution authorizing the City Manager, or designee, to apply for, receive and approve funds for the SPP Grant; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Barnes Park Pool is over 50 years old and is consistently in need of repairs due to dilapidated conditions. Staff has been working toward obtaining the necessary funds to renovate the pool by applying for grants. Unfortunately, the City has not been awarded any funding. Even though several mechanical components have been replaced over the years to keep the pool in operation, the entire facility needs to be renovated to meet current ADA standards and a pool recirculation system needs to be installed to recycle water.

The Statewide Park Development and Community Revitalization Program (SPP) grant provides an opportunity for the City to apply for grant funds to design, engineer, and construct a new aquatic facility. A resolution approving an application is a requirement of the SPP grant and therefore City staff recommends the adoption of said resolution.

BACKGROUND:

The Barnes Park pool facility serves our community members by providing access to physical fitness through swimming activities; life saving swim education classes; training and competition facility for swim and water polo teams; recreational space for fun and relief during warm months; and overall is a positive place to socialize.

SPP Grants are managed by the State Parks Department and funded through the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Public Resources Code §§ 80000 *et seq*. "Proposition 68"). Proposition 68 provides over $650 million for SPP that will be distributed over several funding rounds. SPP grant allocations do not require fund matching and may be disbursed between $200,000 - $8,500,000. The City's grant application will be submitted in the next competitive round of the SPP funding. Grant applications are due December 14, 2020.

The project will also address renewable energy components by using solar panels to provide electricity for both the facility and to operate the mechanical pool equipment as well as providing heat for the pool. Based on a preliminary engineering estimate, the total cost of the project would be $8,006,000. upon renovations needed at Barnes Park Pool, City staff has obtained a preliminary engineer's estimate of $8,006,000.

SPP is highly competitive and its purpose is to create new parks and new recreation opportunities in critically underserved communities across California. The City was 1 of the 478 applications submitted in 2019.

The proposed Barnes Park Pool Project fits the grant criteria of having a ratio of less than 3 acres of park space per 1,000 residents and has a median household income lower than $56,982 within a half-mile radius of the park, which qualifies as a disadvantaged community.

SPP allows Grant Applications for up to $8.5 million with no match required. Grants will be awarded in Summer 2021 and projects must be completed and open to the public by March 2025.

The proposed improvements would include demolition of existing pool; construction of a new teaching/therapy pool and new competition pool including a recirculation system; new mechanical room; new concrete deck; drought tolerate landscaping; energy efficient lighting; shade structures for viewing areas; and a new administrative facility with inclusive locker room facilities. The project will also address renewable energy components by using solar panels to provide electricity for both the facility and to operate the mechanical pool equipment as well as providing heat for the pool.

Additionally, the Alhambra Unified School District (AUSD) agreed to become a partner in renovating the entire aquatic facility at Barnes Park. City staff was able to successfully collaborate with AUSD and it has agreed, once again, to commit approximately $100,000 of funding to support the Barnes Park Pool Project. City staff will continue to reach out to other school districts and local organizations to seek potential opportunities to work in partnership to provide aquatic programming for all community members.

FISCAL IMPACT:

If the grant is received, there is no match funding required. The total cost of the Barnes Pool Project is anticipated to be $8,006,000 which includes $100,000 from AUSD and $7,906,000 from The Statewide Park Development and Community Revitalization Program.

Respectfully submitted by:

Inez Alvarez
Assistant City Manager

Prepared by:

Robert Aguirre
Recreation Manager

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENT:

1. Resolution

ATTACHMENT 1
Resolution

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE AND APPROVE GRANT FUNDS FOR THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM

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

SECTION 1: The City Council finds and declares that:

A. The State Department of Parks and Recreation ("DPR") has been delegated the responsibility by the California Legislature to administer the Statewide Park Development and Community Revitalization Grant Program ("SPP"). SPP competitive grants are meant to facilitate the creation of new parks and new recreation opportunities in critically underserved communities across California. Projects eligible for SPP funding include developments to either create a new park, expand an existing park, or renovate an existing park. Renovations must include at least one recreation feature (an acceptable example of which includes aquatic centers and swimming pools).

B. Public Resources Code §§ 80000 *et seq.* ("The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018" approved in Proposition 68) allows for the distribution of $650,275,000 throughout multiple application rounds, of which the City may be eligible for a minimum of $200,000 and a maximum of $8,500,000.

C. The City is currently proposing improvements that would include demolition of the existing pool; construction of a new teaching/therapy pool and new competition pool (including a recirculation system), new mechanical room, new concrete deck, and new administrative facility (with inclusive locker room facilities); and installation of drought tolerate landscaping, energy efficient lighting, and shade structures for viewing areas ("the Project"). Furthermore, the City qualifies as a "critically underserved community" (as defined by DPR) because the area within the proximity of the Project has a ratio of less than three acres of park space per 1,000 residents, as well as a median household income lower than $56,982.

D. The procedures established by the DPR require the City to certify by resolution the approval of the application before submission of said application to the State. The City Council would like to authorize the City Manager, or designee, to execute documents to apply for, and potentially receive, up to $8,500,000 and at least $200,000 in grant monies from the DPR related to the Project.

SECTION 2: *Authorizations*. The City Manager, or designee, is authorized to apply for a $7,906,000 grant from DPR to be used for the Project.

SECTION 3: The City Manager, or designee, is authorized to conduct all negotiations, sign and submit all documents (including, but not limited to applications, agreements, amendments), and payment requests, which may be necessary to receive the grant for the purposes identified herein, in addition to any documents necessary or appropriate to evidence and secure the City's obligations related to the grant.

SECTION 4: The City Manager, or designee, is authorized to accept and spend the grant monies identified in this Resolution for the purposes set forth herein. If the City's application is approved by DPR: (a) the City will be subject to the terms of the Competitive Grant Program Contract and must use the funds for eligible uses in the manner presented in the application as provided by DPR in accordance with the Grant Administration Guide and the City's SPP grant program application; and (b) to the extent practicable, consider undertaking the actions identified in Public Resources Code § 80001(b)(8)(A)-(G).

SECTION 5: The City Council hereby amends or supplements the City's Budget for fiscal year 2020-21 to appropriate the monies identified herein to pay for the Project proposed by the City in support of its grant application. The City Manager, or designee, is authorized to implement the purpose of this section.

SECTION 6: *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. 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 7: This Resolution does not affect any penalty, forfeiture, or liability incurred before, or precludes prosecution and imposition of penalties for any violation occurring before this Resolution's effective date. any such amended part will remain in full force and effect for sustaining action or prosecuting violation occurring before the effective date of this Resolution.

SECTION 8: 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 9: *Effective Date*. This Resolution becomes effective immediately upon adoption and will remain effective until repealed or superseded.

SECTION 10: *Electronic Signatures*. This Resolution may be executied 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.

Approved and adopted the 4th day of November, 2020.

Peter Chan, 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 4th day of November 2020, by the following vote:

Ayes:	Council Members:
Noes:	Council Members:
Absent:	Council Members:
Abstain:	Council Members:

Dated this 4th day of November, 2020.

Vincent D. Chang, City Clerk Monterey Park, California

ATTACHMENT 3
Resolution 12210

RESOLUTION NO. 12210

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE AND APPROVE GRANT FUNDS FOR THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM

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

SECTION 1: The City Council finds and declares that:

A. The State Department of Parks and Recreation ("DPR") has been delegated the responsibility by the California Legislature to administer the Statewide Park Development and Community Revitalization Grant Program ("SPP"). SPP competitive grants are meant to facilitate the creation of new parks and new recreation opportunities in critically underserved communities across California. Projects eligible for SPP funding include developments to either create a new park, expand an existing park, or renovate an existing park. Renovations must include at least one recreation feature (an acceptable example of which includes aquatic centers and swimming pools).

B. Public Resources Code §§ 80000 *et seq*. ("The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018" approved in Proposition 68) allows for the distribution of $650,275,000 throughout multiple application rounds, of which the City may be eligible for a minimum of $200,000 and a maximum of $8,500,000.

C. The City is currently proposing improvements that would include demolition of the existing pool; construction of a new teaching/therapy pool and new competition pool (including a recirculation system), new mechanical room, new concrete deck, and new administrative facility (with inclusive locker room facilities); and installation of drought tolerate landscaping, energy efficient lighting, and shade structures for viewing areas ("the Project"). Furthermore, the City qualifies as a "critically underserved community" (as defined by DPR) because the area within the proximity of the Project has a ratio of less than three acres of park space per 1,000 residents, as well as a median household income lower than $56,982.

D. The procedures established by the DPR require the City to certify by resolution the approval of the application before submission of said application to the State. The City Council would like to authorize the City Manager, or designee, to execute documents to apply for, and potentially receive, up to $8,500,000 and at least $200,000 in grant monies from the DPR related to the Project.

SECTION 2: *Authorizations*. The City Manager, or designee, is authorized to apply for a $7,906,000 grant from DPR to be used for the Project.

SECTION 3: The City Manager, or designee, is authorized to conduct all negotiations, sign and submit all documents (including, but not limited to applications, agreements, amendments), and payment requests, which may be necessary to receive the grant for the purposes identified herein, in addition to any documents necessary or appropriate to evidence and secure the City's obligations related to the grant.

SECTION 4: The City Manager, or designee, is authorized to accept and spend the grant monies identified in this Resolution for the purposes set forth herein. If the City's application is approved by DPR: (a) the City will be subject to the terms of the Competitive Grant Program Contract and must use the funds for eligible uses in the manner presented in the application as provided by DPR in accordance with the Grant Administration Guide and the City's SPP grant program application; and (b) to the extent practicable, consider undertaking the actions identified in Public Resources Code § 80001(b)(8)(A)-(G).

SECTION 5: The City Council hereby amends or supplements the City's Budget for fiscal year 2020-21 to appropriate the monies identified herein to pay for the Project proposed by the City in support of its grant application. The City Manager, or designee, is authorized to implement the purpose of this section.

SECTION 6: *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. 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 7: This Resolution does not affect any penalty, forfeiture, or liability incurred before, or precludes prosecution and imposition of penalties for any violation occurring before this Resolution's effective date. any such amended part will remain in full force and effect for sustaining action or prosecuting violation occurring before the effective date of this Resolution.

SECTION 8: 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 9: *Effective Date*. This Resolution becomes effective immediately upon adoption and will remain effective until repealed or superseded.

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

Approved and adopted the 4th day of November, 2020.

Peter Chan, 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. 12210 was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 4th day of November 2020, by the following vote:

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

Dated this 4th day of November, 2020.

Vincent D. Chang, City Clerk
Monterey Park, California

City Council Staff Report

DATE: July 7, 2021
AGENDA ITEM NO: Public Hearing
Agenda Item 4A

TO: The Honorable Mayor and City Council

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

SUBJECT: Public Hearing to Consider Adoption of the 2020 Urban Water Management Plan (UWMP)

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening the public hearing;
2. Receiving documentary and testimonial evidence;
3. Closing the public hearing;
4. Adopting the Resolution that approves the 2020 Urban Water Management Plan and determines that it is consistent with the General Plan; and
5. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed project is statutorily exempt from additional environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq*.) pursuant to Water Code § 10652 (*see also* 14 CCR § 15282(v)).

EXECUTIVE SUMMARY:

The California Urban Water Management Planning Act 1983 requires every urban water supplier to prepare and adopt an Urban Water Management Plan (UWMP) at least once every five years. The City last adopted its Urban Water Management Plan in July 2016 (2015 UWMP).

The primary objective of the Urban Water Management Planning Act is to direct urban water suppliers to evaluate their existing water conservation efforts and to review and implement - to the extent practical - alternative and supplemental water conservation measures.

In addition, Government Code § 65401 requires that cities prepare a coordinated program of proposed public works projects and that they be reviewed for conformity with the City's General Plan.

Stetson Engineers, Inc. prepared the City's 2020 Urban Water Management Plan on the City's behalf. A copy of the entire 2020 UWMP is available for public review in the City Clerk's office and also available online (www.montereypark.ca.gov/1363/2020-Urban-Water-Management-Plan).

BACKGROUND:

California law requires retail water purveyors, such as the City, to implement conservation efforts and increase the efficiency of water use. Water Code § 10621 requires the City to adopt a UWMP every five years. The UWMP must describe water use for normal, single dry, and multiple dry year conditions over the next 20 years. The present cycle requires the City to adopt its UWMP in July.

The City's draft 2020 UWMP provides the information necessary for the selection of appropriate water management measures, including water conservation and recycling. The plan evaluates the city's past, current and projected water demand and supply in order to determine potential water shortages.

General Plan Consistency

Government Code § 65401 requires that City's Planning Agency find that the 2020 UWMP conforms with the Monterey Park General Plan. Pursuant to Monterey Park Municipal Code ("MPMC") § 2.56.020(b), the City Council acts as the City's Planning Agency for such purposes.

Based upon the entirety of the administrative record, it appears that findings may be made – as set forth in the attached resolution – that the UWMP is consistent with the City's General Plan.

Outreach

The City is required to coordinate the preparation of the UWMP with affected agencies in the area, including the San Gabriel Valley Municipal Water District (San Gabriel District) and water suppliers that share a common water source. The City's consultant coordinated preparation of the UWMP with the County of Los Angeles; the Main San Gabriel Basin Watermaster (Main Basin Watermaster); San Gabriel District; California Water Service Company; Golden State Water Company; San Gabriel Valley Water Company; and the City of Alhambra.

Legal Notification

The legal notification of the public hearing was published in the *Monterey Park Press* on June 24, 2021 and July 1, 2021. The notice was also posted at City Hall, Monterey Park Bruggemeyer Library, and the Langley Center on June 24, 2021, with affidavits of postings on file.

FISCAL IMPACT:
The adoption of the 2020 Urban Water Management Plan has no direct fiscal impact.

Respectfully submitted by:

Frank A. Lopez, P.E.
Director of Public Works/City Engineer

Prepared by:

Richard Gonzales
Water Utility Manager

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

ATTACHMENTS:

1. Draft Resolution
2. Draft 2020 Urban Water Management Plan

ATTACHMENT 1
Draft Resolution

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE 2020 URBAN WATER MANAGEMENT PLAN.

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

SECTION 1: The City Council finds and declares that:

A. The Urban Water Management Planning Act (Water Code § 10620, *et seq*; the "Act") requires every urban water supplier providing municipal water directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to develop an urban water management plan ("UWMP") that has as its primary objective the conservation and efficient use of water;

B. The City of Monterey Park ("City") is a water supplier and is required to prepare an UWMP;

C. The Act requires that an UWMP be updated every five years;

D. The City retained Stetson Engineers, Inc. to prepare the City's UWMP. The UWMP was reviewed by the Public Works Director and was circulated for public review;

E. The City reviewed the UWMP's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq*., the "CEQA Guidelines"), and the City's Environmental Guidelines ("City Guidelines"; CEQA, CEQA Guidelines and City Guidelines collectively referred to as "CEQA Regulations");

F. The Department of Public Works completed its review and scheduled a public hearing regarding the application before the City Council for July 7, 2021;

G. On July 7, 2021, the City Council opened a public hearing to receive public testimony and other evidence regarding the UWMP including, without limitation, information provided to the City Council by the accompany staff report;

H. The City Council considered the information provided by City staff and the public. This Resolution, and its findings, are made based upon the evidence presented to the City Council at its July 7, 2021 public hearing including, without limitation, the staff report submitted by the Department

of Public Works;

SECTION 2: *Environmental Assessment*. The UWMP is statutorily exempt from additional environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq*.) pursuant to Water Code § 10652 (*see also* 14 CCR § 15282(v)).

SECTION 3: *General Plan Conformance*. Pursuant to Government Code § 65401 and Monterey Park Municipal Code § 2.56.020(b), the City Council finds that the UWMP conforms with the Monterey Park General Plan. Specifically, the UWMP conforms with Goal 4.0 of the General Plan's Water Resources Element, and its policies, as follows:

A. Policy 4.1: Encourage water conservation through education, use of drought-landscapes, and water-conserving technology.

B. Policy 4.2: Promote the use of drought-tolerant trees and native plant material in landscapes, especially in City-owned landscapes.

C. Policy 4.3: Encourage use and production of reclaimed water.

D. Policy 4.4: Install treatment facilities as necessary to ensure attainment of water quality standards.

E. Policy 4.5: Work with state and federal agencies to identify the source and causes of contamination plumes with the groundwater basin, and to ensure clean up consistent with state and federal laws.

F. Policy 4.6: Continue enforcement of National Pollution Discharge Elimination System (NPDES) Permit to protect groundwater resources from further contamination.

G. Policy 4.7: Encourage and support the proper disposal of hazardous waste and waste oil. Monitor dry cleaners, film processors, auto service establishments, and other businesses generating hazardous waste materials to ensure compliance with approved disposal procedures.:

SECTION 4: *Adoption*. The 2020 Urban Water Management Plan prepared by Stetson Engineers, Inc. and dated "June 2021" is incorporated by this reference and adopted. Because the UWMP is too voluminous to be attached to this Resolution, a copy is on file with the City Clerk's office and also available online at the City's website (www.montereypark.ca.gov/1363/2020-Urban-Water-Management-Plan).

SECTION 5: *Notification.* The Public Works Director is authorized and directed to file the 2020 Urban Water Management Plan with the California Department of Water

Resources within 30 days.

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 provision or application and, to this end, the provisions of this Resolution are severable.

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

SECTION 8: *Recordation.* The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or his duly appointed deputy, may attest thereto.

SECTION 9: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 7th day of July, 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 adopted by the City Council of the City of Monterey Park at a Regular Meeting held on the 7th day of July 2021, by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dated this 7th day of July 2021

_____
Vincent D. Chang, City Clerk

ATTACHMENT 2
Draft 2020 Urban Water Management Plan

Link to the Monterey Park, CA – Official City Website to view the Draft 2020 Urban Water Management Plan

City Council Staff Report

DATE: July 7, 2021

AGENDA ITEM NO: New Business
Agenda Item 5A

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: Senate Bill 970 – Elections Date Change

RECOMMENDATION:

It is recommended that the City Council consider:

1. Introducing and waiving first reading of an ordinance amending Monterey Park Municipal Code ("MPMC") § 2.04.050 to change the election date of general municipal elections and requesting consolidation with Los Angeles County pursuant to Elections Code § 1301;
2. Appropriating $12,000 to account no. 1051301-5206 from the General Fund balance for satisfying the noticing requirement for changing the election date;
3. Receiving and filing the mayoral rotation schedule or provide direction to be brought back at a future council meeting for consideration; and
4. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Senate Bill (SB) 970 changes the date of the statewide direct primary to the first Tuesday after the first Monday in June in even-numbered years in which there is no presidential primary to take effect January 1, 2021. The change will affect the terms of office for all elected officials and the City Council mayoral rotation schedule. The effect of the election date and the release of the 2020 Census data will determine the deadline for submittal of the redistrict map to the Los Angeles County.

BACKGROUND:

At the November 18, 2020, City Council meeting, staff presented a report regarding Senate Bill 970 which mandates changing the date for City's general municipal election to June or November of even years. Whether the City Council chooses June or November, the terms of all elected officials will be extended by Elections Code § 10403.5. For officials elected in 2017 (Councilmembers Hans Liang, and Peter Chan; City Clerk Vincent Chang; and City Treasurer Joseph Leon), terms would be extended either three months (to June 2022) or eight months (to November 2022). For officials elected in 2020 (Mayor Yvonne Yiu; Mayor Pro Tem Henry Lo; and Councilmember Fred Sornoso), terms

would be extended the same length of time in 2024, i.e., from either three months (June 2024) or eight months (November 2024).[1]

At the April 7, 2021 City Council meeting, staff presented a report providing an overview of redistricting process for City Council districts and the 2020 Census data update. Both the November 8, 2020 and the April 7, 2021, staff reports are attached as reference.

According to the U.S. Census Bureau, the 2020 Census redistricting data will be released by September 30, 2021. The statewide database will require an additional 30 days to adjust the datasets for redistricting. In accordance with Elections Code § 21602, the boundaries of City Council districts must be adopted not later than 174 days before the City's next regular municipal election. The Los Angeles County Registrar Recorder's office's deadline for submitting a new district map is December 9, 2021 for the June 7, 2022 election, and May 12, 2022 for the November 8, 2022 election.

The City's voting records show that November elections typically have greater voter turnout and participation. For example, the November 3, 2020 election recorded a 74.56% voter turnout in comparison to the March 3, 2020 election, at just 36.32%. As the Elections Official, City Clerk Chang recommends that the City Council change the municipal election date from March to November of even years.

The attached mayoral schedules reflect the mayoral rotation corresponding to the June and November election dates. When the City Council chooses an election date, the schedule relative to that election date will be implemented. The City Council may choose to provide additional direction adjusting the schedule to be brought back at a future council meeting for consideration.

FISCAL IMPACT:
$12,000 from the General Fund balance will be required to satisfy the noticing requirement.

Respectfully submitted,

Vincent D. Chang
City Clerk

Prepared by:

Cindy H. Trang
Deputy City Clerk

[1] The City Council could consider having different municipal election dates every two years, e.g., June or November beginning in 2022 and every four years afterward; and March in 2024 and every four years afterward. That, however, seems impractical and confusing for voters.

Reviewed By:

Martha Garcia
Director of Management Services

Reviewed by:

Inez Alvarez
Assistant City Manager

Approved By:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

Attachments:

1. Draft Ordinance
2. Mayoral Rotation Schedules
3. November 18, 2020, City Council Staff Report
4. April 7, 2021, City Council Staff Report

ATTACHMENT 1

Draft Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE § 2.04.050 TO CHANGE THE ELECTION DATE OF GENERAL MUNICIPAL ELECTIONS AND REQUESTING CONSOLIDATION WITH LOS ANGELES COUNTY PURSUANT TO ELECTIONS CODE § 1301.

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1: ***Recitals***. The City Council finds as follows:

A. Elections Code § 1301 and § 10403.5 authorize the City to reschedule its general municipal election to the day of the statewide general election.

B. Effective January 1, 2021, SB 970 amends Elections Code § 1001 which governs the dates of statewide elections. As a result, the City is required to change its election date from March 2022 to either June or November 2022.

C. In order to accomplish the change in election date, the term of incumbent elected officials whose terms would otherwise end in March 2022 must be lengthened from March 2022 to _____ 2022 when elected officials elected in ____ 2022 take office. Additionally, elected officials whose terms would otherwise end in March 2024 must be lengthened from march 2024 to ____ 2024 when elected officials elected in 2024 take office.

SECTION 2: ***Change to Election Date***. In accordance with Elections Code §§ 1301 and 10403.5, Monterey Park Municipal Code ("MPMC") § 2.04.050 is amended to read as follows:

"Section 2.04.050. **Municipal Elections.**

Beginning with elections held after March 2020, the general municipal election will be held on the first Tuesday after the first Monday in _____ of even-numbered years. The first general municipal election after the March 2020 general municipal election will be held on the first Tuesday after the first Monday in _____ 2022."

SECTION 3: ***Adjustment of Terms of Office***. In accordance with Elections Code §§ 1301 and 10403.5(d), due to the change of election date, the terms of office of those elected officials presently serving whose terms would previously have expired in March 2022 will instead vacate in their office upon certification of the results and administration of oaths of office after the ____ 2022 General Municipal Election. The terms of office of those elected officials presently serving whose terms would previously have expired in March 2024 will instead vacate in their office upon certification of the results and administration of oaths of office after the ____ 2024 General Municipal Election

SECTION 4: ***Consolidated Election***. Pursuant to Elections Code § 1301, the City Council requests the County of Los Angeles approve consolidation of the City's 2022 City Council election with the statewide general election conducted by the County in _____ of each even-numbered year.

SECTION 5: ***Notice to Voters***. Pursuant to Elections Code § 10403.5, within 30 days after this Ordinance becomes effective, the City Clerk must cause a notice to be mailed to all registered voters of the City of Monterey Park (pursuant to the last report of registration by the County Clerk to the Secretary of State) informing the voters of the change in the election date. The notice must also inform the voters that as a result in the change in election date, elected city officeholders' terms in office will be changed.

SECTION 6: ***Date of the First City Council Election in 2022***. If this Ordinance becomes effective, the first City Council election to be held in 2022 will be _____.

SECTION 7: ***Request to the County***. The City Clerk is directed to forward, without delay, a certified copy of this Ordinance to the Los Angeles County Board of Supervisors and the County Election Department.

SECTION 8: ***Savings Clause***. Repeal of any provision of the MPMC or any other regulation by this Ordinance does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. 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: ***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 10: ***Validity of Previous Code Sections***. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the MPMC or other regulation by this Ordinance will be rendered void and cause such MPMC provision or other regulation to remain in full force and effect for all purposes.

SECTION 11: ***Effective Date***. This Ordinance will only become effective upon approval by the Los Angeles County Board of Supervisors pursuant to Elections Code § 1301(b)(1).

SECTION 12: ***Electronic Signatures***. This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 13: ***Publication.*** The City Clerk must certify as to the adoption of this ordinance and cause the summary thereof to be published within fifteen calendar (15)

days of the adoption and post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code § 36993, for the City of Monterey Park.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

_____
Yvonne Yiu, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

ATTACHMENT 2

Mayoral Rotation Schedules

Mayoral Rotation
June Elections

Previous mayor term ended **5/4/2020**

Mayoral Duration	Beginning Dat	Ending Date	Order Mayor	Mayor Pro Tem	Council Member	Council Member	Council Member
15.0 wks	5/5/2020	8/17/2020	Hans Liang	Peter Chan	District 3	District 4	District 2
15.0 wks	8/18/2020	11/30/2020	Peter Chan	Yvonne Yiu (D2)	Henry Lo (D4)	Fred Sornoso (D3)	Hansl Liang
56.0 wks	12/1/2020	12/27/2021	Yvonne Yiu (D2)	Henry Lo (D4)	Fred Sornoso (D3)	Hans Liang	Peter Chan
Election		**6/7/2022**	Henry Lo (D4)	Fred Sornoso (D3)	District 1/5	District 1/5	Yvonne Yiu (D2)
56.0 wks	12/28/2021	1/23/2023	Henry Lo (D4)	Fred Sornoso (D3)	District 1/5	District 1/5	Yvonne Yiu (D2)
56.0 wks	1/24/2023	2/19/2024	Fred Sornoso (D3)	District 1/5	District 1/5	Yvonne Yiu (D2)	Henry Lo (D4)
Election		**3/5/2024**	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
41.0 wks	2/20/2024	12/2/2024	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
41.0 wks	12/3/2024	9/15/2025	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5
Election		**6/2/2026**	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5	District 1/5
41.0 wks	9/16/2025	6/29/2026	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5	District 1/5
41.0 wks	6/30/2026	4/12/2027	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	4/13/2027	1/24/2028	District 2/3/4	District 1/5	District 1/5	District 2/3/4	District 2/3/4
Election		**3/7/2028**	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
41.0 wks	1/25/2028	11/6/2028	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
41.0 wks	11/7/2028	8/20/2029	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5
41.0 wks	8/21/2029	6/3/2030	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5	District 1/5
Election		**6/4/2030**	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	6/4/2030	3/17/2031	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	3/18/2031	12/29/2031	District 2/3/4	District 1/5	District 1/5	District 2/3/4	District 2/3/4
Election		**3/2/2032**	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
41.0 wks	12/30/2031	10/11/2032	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
41.0 wks	10/12/2032	7/25/2033	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5
41.0 wks	7/26/2033	5/8/2034	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5	District 1/5
Election		**6/6/2034**	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	5/9/2034	2/19/2035	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	2/20/2035	12/3/2035	District 2/3/4	District 1/5	District 1/5	District 2/3/4	District 2/3/4
Election		**3/4/2036**	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
41.0 wks	12/4/2035	9/15/2036	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
41.0 wks	9/16/2036	6/29/2037	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5
41.0 wks	6/30/2037	4/12/2038	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5	District 1/5
Election		**6/8/2038**	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	4/13/2038	1/24/2039	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	1/25/2039	11/7/2039	District 2/3/4	District 1/5	District 1/5	District 2/3/4	District 2/3/4
Election		**3/6/2040**	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
41.0 wks	11/8/2039	8/20/2040	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
41.0 wks	8/21/2040	6/3/2041	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5
41.0 wks	6/4/2041	3/17/2042	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5	District 1/5
Election		**6/3/2042**	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	3/18/2042	12/29/2042	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	12/30/2042	10/12/2043	District 2/3/4	District 1/5	District 1/5	District 2/3/4	District 2/3/4
Election		**3/8/2044**	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
41.0 wks	10/13/2043	7/25/2044	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
41.0 wks	7/26/2044	5/8/2045	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5

Mayoral Rotation
November Elections

Previous mayor term ended **5/4/2020**

Mayoral Duration	Beginning Dat	Ending Date	Order Mayor	Mayor Pro Tem	Council Member	Council Member	Council Member
15.0 wks	5/5/2020	8/17/2020	Hans Liang	Peter Chan	District 3	District 4	District 2
15.0 wks	8/18/2020	11/30/2020	Peter Chan	Yvonne Yiu (D2)	Henry Lo (D4)	Fred Sornoso (D3)	Hansl Liang
56.0 wks	12/1/2020	12/27/2021	Yvonne Yiu (D2)	Henry Lo (D4)	Fred Sornoso (D3)	Hans Liang	Peter Chan
Election		**11/8/2022**	Henry Lo (D4)	Fred Sornoso (D3)	District 1/5	District 1/5	Yvonne Yiu (D2)
56.0 wks	12/28/2021	1/23/2023	Henry Lo (D4)	Fred Sornoso (D3)	District 1/5	District 1/5	Yvonne Yiu (D2)
56.0 wks	1/24/2023	2/19/2024	Fred Sornoso (D3)	District 1/5	District 1/5	Yvonne Yiu (D2)	Henry Lo (D4)
Election		**11/5/2024**	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
41.0 wks	2/20/2024	12/2/2024	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
41.0 wks	12/3/2024	9/15/2025	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5
41.0 wks	9/16/2025	6/29/2026	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5	District 1/5
Election		**11/3/2026**	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	6/30/2026	4/12/2027	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	4/13/2027	1/24/2028	District 2/3/4	District 1/5	District 1/5	District 2/3/4	District 2/3/4
41.0 wks	1/25/2028	11/6/2028	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
Election		**11/7/2028**	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5
41.0 wks	11/7/2028	8/20/2029	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5
41.0 wks	8/21/2029	6/3/2030	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5	District 1/5
Election		**11/5/2030**	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	6/4/2030	3/17/2031	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	3/18/2031	12/29/2031	District 2/3/4	District 1/5	District 1/5	District 2/3/4	District 2/3/4
41.0 wks	12/30/2031	10/11/2032	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
Election		**11/2/2032**	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5
41.0 wks	10/12/2032	7/25/2033	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5
41.0 wks	7/26/2033	5/8/2034	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5	District 1/5
Election		**11/7/2034**	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	5/9/2034	2/19/2035	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	2/20/2035	12/3/2035	District 2/3/4	District 1/5	District 1/5	District 2/3/4	District 2/3/4
41.0 wks	12/4/2035	9/15/2036	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
Election		**11/4/2036**	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5
41.0 wks	9/16/2036	6/29/2037	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5
41.0 wks	6/30/2037	4/12/2038	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5	District 1/5
Election		**11/2/2038**	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	4/13/2038	1/24/2039	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	1/25/2039	11/7/2039	District 2/3/4	District 1/5	District 1/5	District 2/3/4	District 2/3/4
41.0 wks	11/8/2039	8/20/2040	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
Election		**11/6/2040**	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5
41.0 wks	8/21/2040	6/3/2041	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5
41.0 wks	6/4/2041	3/17/2042	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5	District 1/5
Election		**11/4/2042**	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	3/18/2042	12/29/2042	District 2/3/4	District 2/3/4	District 1/5	District 1/5	District 2/3/4
41.0 wks	12/30/2042	10/12/2043	District 2/3/4	District 1/5	District 1/5	District 2/3/4	District 2/3/4
41.0 wks	10/13/2043	7/25/2044	District 1/5	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4
Election		**11/8/2044**	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5
41.0 wks	7/26/2044	5/8/2045	District 1/5	District 2/3/4	District 2/3/4	District 2/3/4	District 1/5

ATTACHMENT 3

November 18, 2020 City Council Staff Report

City Council Staff Report

DATE: November 18, 2020

AGENDA ITEM NO: New Business
Agenda Item 5-A

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk
Karl H. Berger, City Attorney

SUBJECT: Senate Bill 970 – Elections Date Change

RECOMMENDATION:

It is recommended that the City Council consider:

1. Introducing and waiving first reading of an ordinance amending Monterey Park Municipal Code ("MPMC") § 2.04.050 to change the election date of general municipal elections and requesting consolidation with Los Angeles County pursuant to Elections Code § 10403;

2. Provide direction to the City Clerk regarding the mayoral rotation schedule to be brought back at a future council meeting for consideration; and

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

EXECUTIVE SUMMARY:

On September 18, 2020, the Governor signed Senate Bill (SB) 970 into law changing several sections of the California Elections Code effective January 1, 2021. In particular, SB 970 mandates the City Council change the date for the City's general municipal election to June or November 2022. This will affect the terms of office for all City Councilmembers, the City Clerk, and the City Treasurer. The extension of office terms will also affect the mayoral rotation schedule.

BACKGROUND:

In 2015, the California Legislature adopted the California Voter Participation Rights Act ("CVPRA"). The CVPRA was adopted to remedy declining voter turnout in municipal elections and was specifically intended to affect cities holding municipal elections in odd numbered years. Based upon certain voter turnout criteria (a more complete overview is included from the attached 2016 staff report), such cities (including Monterey Park) were required to consolidate their elections with the statewide elections in June or November

of even years. Practically, the CVRPA prohibits the City from holding a general municipal election on any date other than a statewide election date.

The CVPRA allowed cities – up until 2022 – to hold elections in odd-numbered years if they adopted a plan before January 1, 2018 to implement the CVPRA. In 2016, the City Council opted to postpone any action until sometime before the scheduled general municipal election in 2021. One of the main reasons for the City Council's decision in 2016 was that changing the City's general municipal election to November of even years would reduce the terms for certain council members by four months.

In 2017, the Legislature adopted SB 568 which became effective in 2019. SB 568 again changed the statewide election dates from June or November of even years, to *March* and November of even years.

This change allowed the City Council to change the date of the general municipal election from March of *odd* numbered years to March of *even* numbered years. Accordingly, this meant that elections originally scheduled for March 2021 would be rescheduled for March 2022. A consequence of that action (explained more below) was that the terms of councilmembers would be *extended by 12 months* pursuant to Elections Code § 10403.5(b).

Because the change in election dates would result in an extension in their terms of office, rather than a reduction as contemplated in 2016, the City Council opted to change the City's election date from March 2021 to March 2022 (see attached staff report from 2017). Based upon its actions in 2017, therefore, the City's general municipal election is scheduled for March 2022 at which time Council District Nos. 1 and 5 will be on the ballot.

Effective January 1, 2021, however, the statewide election dates become these:

- An election held in November of an even-numbered year.
- An election held in June of an even-numbered year that is not evenly divisible by four and **in March of each even-numbered year that is evenly divisible by four** (emphasis added).

As can be seen by the emphasized language, the City's March 2022 municipal election cannot be held (2022 is not evenly divisible by four). Consequently, the City Council *must* change its municipal election date from March to *either* June or November of 2022.

The City's voting records show that November elections typically have greater voter turnout and participation. As the Elections Official, City Clerk Chang recommends that the City Council change the municipal election date from March to November of even years. This change would also be more defensible under the CVPRA.

Whether the City Council chooses June or November, the terms of all elected officials will be extended by Elections Code § 10403.5. For officials elected in 2017 (Mayor Peter Chan, Councilmember Hans Liang, City Clerk Vincent Chang, and City Treasurer Joseph Leon), terms would be extended either three months (to June 2022) or eight months (to November 2022). For officials elected in 2020 (Mayor pro tem Yvonne Yiu, Councilmember Henry Lo, and Councilmember Fred Sornoso), terms would be extended the same length of time in 2024, i.e., from either three months (June 2024) or eight months (November 2024).[1]

Based upon the election date selected by the City Council, the mayoral rotation approved earlier this year will require amending. Some direction from the City Council regarding how that rotation should occur would be helpful. For example, a determination whether Mayor Peter Chan and Councilmember Hans Liang should be included in the mayoral rotation (i.e., obtain additional time as mayor); if Mayor Chan's current mayoral term should be extended (i.e., beyond November 18, 2020); or if the mayor terms for Councilmembers elected in 2020 should be extended to coincide with the time extensions in 2024.

FISCAL IMPACT:
None.

Respectfully submitted by:

Vincent D. Chang
City Clerk

Prepared by:

Cindy H. Trang
Deputy City Clerk

Reviewed by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

Attachments:
1. Draft Ordinance
2. October 19, 2016 and December 6, 2017 Staff Reports (without attachments)

[1] The City Council could consider having different municipal election dates every two years, e.g., June or November beginning in 2022 and every four years afterward; and March in 2024 and every four years afterward. That, however, seems impractical and confusing for voters.

ATTACHMENT 1
Draft Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE § 2.04.050 TO CHANGE THE ELECTION DATE OF GENERAL MUNICIPAL ELECTIONS AND REQUESTING CONSOLIDATION WITH LOS ANGELES COUNTY PURSUANT TO ELECTIONS CODE § 10403.

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1: ***Recitals***. The City Council finds as follows:

A. Elections Code § 1301 and § 10403.5 authorize the City to reschedule its general municipal election to the day of the statewide general election.

B. Effective January 1, 2021, SB 970 amends Elections Code § 1001 which governs the dates of statewide elections. As a result, the City is required to change its election date from March 2022 to either June or November 2022.

C. The City requests consolidation of its elections with the statewide general election conducted by the County of Los Angeles on the first Tuesday after the first Monday in March of even-numbered years.

D. In order to accomplish the change in election date, the term of incumbent elected officials whose terms would otherwise end in March 2022 must be lengthened from March 2022 to _____ 2022 when elected officials elected in ____ 2022 take office. Additionally, elected officials whose terms would otherwise end in March 2024 must be lengthened from march 2024 to ____ 2024 when elected officials elected in 2024 take office.

SECTION 2: ***Change to Election Date***. In accordance with Elections Code §§ 1301 and 10403.5, Monterey Park Municipal Code ("MPMC") § 2.04.050 is amended to read as follows:

"Section 2.04.050. **Municipal Elections.**

Beginning with elections held after March 2020, the general municipal election will be held on the first Tuesday after the first Monday in _____ of even-numbered years. The first general municipal election after the March 2020 general municipal election will be held on the first Tuesday after the first Monday in _____ 2022."

SECTION 3: ***Adjustment of Terms of Office***. In accordance with Elections Code §§ 1301 and 10403.5(d), due to the change of election date, the terms of office of those elected officials presently serving whose terms would previously have expired in March 2022 will instead vacate in their office upon certification of the results and administration

of oaths of office after the ____ 2022 General Municipal Election. The terms of office of those elected officials presently serving whose terms would previously have expired in March 2024 will instead vacate in their office upon certification of the results and administration of oaths of office after the ____ 2024 General Municipal Election

SECTION 4: ***Consolidated Election***. Pursuant to Elections Code § 1301, the City Council requests the County of Los Angeles approve consolidation of the City's 2022 City Council election with the statewide general election conducted by the County in _____ of each even-numbered year.

SECTION 5: ***Notice to Voters***. Pursuant to Elections Code § 10403.5, within 30 days after this Ordinance becomes effective, the City Clerk must cause a notice to be mailed to all registered voters of the City of Monterey Park (pursuant to the last report of registration by the County Clerk to the Secretary of State) informing the voters of the change in the election date. The notice must also inform the voters that as a result in the change in election date, elected city officeholders' terms in office will be changed.

SECTION 6: ***Date of the First City Council Election in 2022***. If this Ordinance becomes effective, the first City Council election to be held in 2022 will be _____.

SECTION 7: ***Request to the County***. The City Clerk is directed to forward, without delay, a certified copy of this Ordinance to the Los Angeles County Board of Supervisors and the County Election Department.

SECTION 8: ***Savings Clause***. Repeal of any provision of the MPMC or any other regulation by this Ordinance does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. 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: ***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 10: ***Validity of Previous Code Sections***. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the MPMC or other regulation by this Ordinance will be rendered void and cause such MPMC provision or other regulation to remain in full force and effect for all purposes.

SECTION 11: ***Effective Date***. This Ordinance will only become effective upon approval by the Los Angeles County Board of Supervisors pursuant to Elections Code § 1301(b)(1).

SECTION 12: ***Publication.*** The City Clerk must certify as to the adoption of this ordinance and cause the summary thereof to be published within fifteen calendar (15) days of the adoption and post a certified copy of this ordinance, including the vote for

and against the same, in the office of the City Clerk, in accordance with Government Code § 36993, for the City of Monterey Park.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

_____
_____, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

ATTACHMENT 2
October 19, 2016 and December 6, 2017 Staff Reports

City Council Staff Report

DATE: October 19, 2016

AGENDA ITEM NO: New Business
Agenda Item 6-J.

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: CONSIDERATION OF THE CALIFORNIA VOTER PARTICIPATION RIGHTS ACT (CALIFORNIA STATE SENATE BILL 415) AND CONSOLIDATION WITH A STATEWIDE GENERAL ELECTION DATE

RECOMMENDATION:

It is recommended that the City Council consider:

1. Provide direction to staff concerning the option desired for a statewide consolidation date, Option A or B:

   Option A - introduce and waive first reading of an ordinance to change the election dates to November even years beginning November 6, 2018 or November 3, 2020 and repealing Ordinance No. 1885, and schedule second reading and adoption for November 2, 2016;

   OR

   Option B – take action to reaffirm the election date in Ordinance No. 1885 and plan to reconsider the matter not later than 2021; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The California Voter Participation Rights Act (SB 415) was passed on September 1, 2015. This new legislation prohibits a local government from holding an election on any date other than a statewide election date if holding the election on a date nonconcurrent with the statewide election has previously resulted in a "significant decrease in voter turnout." A "significant decrease in voter turnout" is defined as voter turnout for a regularly scheduled election that is at least twenty-five percent (25%) less than the average voter turnout within that city for the previous four (4) statewide general elections. SB 415 requires cities with insufficient voter turn out to either change their election dates to June or November of even year, or, prior to January 1, 2018, adopt a plan to consolidate future election with a statewide election not later than the November 8, 2022, statewide general election.

BACKGROUND:

SB 415 adds a new chapter to the California Elections Code (Section 14050 -14057) that attempts to remedy declining voter turnout in municipal elections. Under SB 415, general law cities must hold municipal elections on a statewide election date if holding the municipal election on a date other than the statewide election previously resulted in a voter turnout that was at least 25% less than the average voter turnout of the previous four statewide elections. Such cities are required to consolidate their elections with the statewide elections in June or November of even years.

Accordingly, to determine if Monterey Park is required to consolidate with a statewide general election date, it is necessary to review the recent election voter turnout data.

Statewide General Election Data - Monterey Park			
Election Date	Registered Voters	Ballots Cast	Voter Turnout (percentage)
Nov. 2008	25,660	18,748	73.06%
Nov. 2010	26,785	12,753	47.61%
Nov. 2012	26,796	16,865	62.94%
Nov. 2014	27,565	7,328	26.58%
State subtotal of Four Years *(Ballots/Registered=Voter Turnout)*			210.19%
State Four Year Average *(210.19/4)*			52.55%
State Four Year Average Less 25% *(52.55x.25=13.14-52.55=39.41)*			**39.41%**
General Municipal Election Data - Monterey Park			
March 2015	27,474	5,356	**19.49%**

As the above data illustrates, the voter turnout for the City's most recent municipal election was 19.49%. This is lower than the minimum threshold of 39.41%. Since the City experienced a "significant decrease in voter turnout," Monterey Park must begin conducting its general municipal elections on statewide general election dates as soon as 2018. SB 415 requires the local jurisdiction to either consolidate its election with a statewide election, or by January 1, 2018 adopt a plan to consolidate its election with the statewide election not later than the November 8, 2022 statewide general election.

In order to accommodate the statewide election dates, cities are required to increase or decrease terms of office depending on their existing election schedule. Elections Code Section 10403.5(b) limits increases or decreases to terms of office to no more than twelve months. Since the City of Monterey Park (the "City") holds its regular elections in March of odd years, any term increase to June or November of the following even year exceeds the 12 month cap established by Elections Code Section 10403.5(b).

For the City Council's consideration, following are two potential options for compliance with the provisions of SB 415:

Reducing of the upcoming Council member terms of office by 4 months (March of an odd year, to the prior November of an even year).

Option A is reflected in the draft ordinance that changes the City's general municipal election to November of even years with consolidation to begin November 6, 2018 or November 3, 2020. Consolidation for the November 2018 election will affect the terms of office that began March 2015 and 2017; consolidation for the November 2020 will affect the terms of office beginning March 2017 and 2019. Option A requires adoption of an ordinance, requesting the County Board of Supervisors for approval for future consolidation, and compliance with the noticing requirement.

Option B is simply a decision to postpone taking any immediate action. Instead, the Council would plan on reexamining the issue until not later than 2021. At that time, the City Council could consider any changes to California law (which are anticipated in the next five years) and take appropriate action (if any). Option B would simply be a minute action that can be forwarded to the County Board of Supervisors with an accompanying cover letter (which would include Ordinance No. 1885).

Another possible option to consider is increasing the terms in a two-step process by changing the election dates from March of odd years to November of odd years and again, changing the election dates from November of odd years to November of even years. This action may cause voter confusion due to the changes of election dates in such a small window of time.

Actions to change the election date require the City to adopt an ordinance changing its current election date. Elections Code Section 1301(b)(1) provides for the City Council to enact an Ordinance requiring its general municipal election to be held on the same day as the statewide general election. The ordinance would become operative upon approval by the County Board of Supervisors. Due to the constraints of the County's current voting system, if the City Council desires to consolidate early, time is of the essence in submitting a request for consolidation to the County. The County needs to perform an analysis of the City to determine if consolidation is possible prior to 2020. City staff has reached out to the County and requested for a preliminary analysis and the County had expressed support for the City to consolidate its future elections with the County general elections beginning November 2018. The final decision, however, is dependent on the approval from the Board of Supervisors. Upon approval of the Board of Supervisors, the City is required to notify all registered voters of the City regarding the change of election date and the terms it affect. An additional funding of $12,000 per notification is required to complete this task.

Per the County Elections Division, no city, on a nonconcurrent calendar, currently meets the 25% requirement and all will be required to shift to statewide consolidation. The County of Los Angeles is set to unveil a new voting system in 2020 and has expressed concern that cities transitioning to statewide elections prior to 2020 would exceed the capacity of its current optical scan voting system. There is speculation as to whether or

not the Los Angeles County has the capacity to handle all elections in June and November of even years by November 8, 2022. There are talks that some cities are considering circulating a petition seeking an alternate solution to increase voter participation and to allow the continuance of stand-alone elections. Some cities have already taken actions to move their election date to June or November of even years. Some cities are taking some actions by adopting a plan to consolidate future elections with the statewide elections no later than November 8, 2022. Still, some cities are deferring taking action while waiting to see if there will be a legislative solution, mindful of the January 1, 2018 deadline.

FISCAL IMPACT:

Traditionally, the City Clerk's office expends approximately $140,000 to conduct the municipal election every other odd-numbered year in March. With the fiscal implications associated with new legislation, the cost is unknown at this time. The County of Los Angeles will bill the City for the costs associated with conducting the City's election. There are many unknown factors, such as the cost of new voting equipment, staffing, elections materials that play into the costs. City staff will utilize $140,000 as a baseline for future election budgeting.

When the Council takes action to adopt an ordinance changing the election date, an additional $12,000 will be required to satisfy the noticing requirement.

Respectfully submitted by:

Vincent D. Chang
City Clerk

Prepared by:

Cindy H. Trang
Deputy City Clerk

Approved by:

Paul L. Talbot
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

City Council Staff Report

DATE: December 6, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-D.

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: CONSIDERATION OF WHETHER TO CONSOLIDATE GENERAL MUNICIPAL ELECTIONS WITH A STATEWIDE GENERAL ELECTIONS IN EVEN YEARS

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution ratifying its October 19, 2016 decision to postpone a decision to consolidate future elections with the statewide elections; AND
2. Introduce and waive first reading of an ordinance to change the election dates to November even years beginning March 3, 2020 or March 8, 2022 and repealing Ordinance No. 1885, and schedule second reading and adoption for December 20, 2017; OR
3. Provide other direction as to consideration of the California Voter Participation Rights Act (California State Senate bill 415) and consolidation with a statewide general election date; and
4. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In October 2016, the City Council opted to postpone any decision regarding consolidating the City's general municipal elections with statewide elections until sometime before 2021. This decision allowed the City to continue conducting its elections in odd-numbered years pursuant to Ordinance No. 1885 (adopted December 12, 1994). Since then, the Los Angeles County Elections Division requested that the City Council memorialize its decision in a written resolution rather than simply rely upon the minute order from that date. By adopting the resolution, the City will have more time to further discuss and decide on an action.

Separately, on September 27, 2017 the Governor signed SB 568 which becomes effective in 2019. In brief, SB 568 only changes the date of the statewide direct primary and the presidential primary.

Starting in 2019, those will both be on the first Tuesday after the first Monday in March in either an even-numbered year or a year divisible by four.

SB 568 potentially affects the City Council's decision regarding consolidating the City's general municipal election. Specifically, Monterey Park's general election is held the first Tuesday after the first Monday in March of *odd*-numbered years. Changing the election date to the first Tuesday in March of *even*-numbered years (per SB 568) may extend the term for certain city councilmembers in accordance with applicable law (as explained in 2016).

Additionally, the conventional wisdom is that SB 568's enactment – and the resulting change in election dates by many municipalities – may cause the vendor traditionally providing election services to cease operations. There simply will be insufficient business from public entities for it to continue. Should that occur, Monterey Park would likely pay significantly more for holding municipal elections in odd-numbered years.

BACKGROUND:

A copy of the staff report from October 2016 is attached for reference. It provides an overview of the California Voter Participation Rights Act (SB 415) and its effect on the City of Monterey Park. In short, SB 415 mandates that cities holding elections during odd-numbered years with historically low voter turnout to consolidate with countywide elections in even numbered years. Cities can continue – up to 2022 – to hold elections in odd-numbered years if they adopt a plan before January 1, 2018 to implement consolidation. The City Council's plan was to implement changes before 2021. A resolution confirming that decision from October 2016 is attached for City Council consideration. This resolution should be adopted regardless of whether the Council opts to introduce the draft ordinance: the Board of Supervisor meeting occurs on December 19, 2017 – a day before the second reading of the ordinance (if it were introduced).

One of the reasons for the City Council's decision in 2016 was that changing the City's general municipal election to November of even years would reduce the terms for certain councilmembers by four months. Enactment of SB 568, however, would allow the City to consolidate with statewide elections in *March* of even numbered years. This would *extend* the term of certain councilmembers by one year pursuant to Elections Code § 10403.5(b).

Moving the election date to March 2020 will increase the term of office by 12 months for terms of offices beginning March 2015 and 2017. Moving the election date to March 2022 will increase the term of office by 12 months for terms of offices beginning March 2017 and March 2019.

Since 2015, SB 415 caused many cities to consolidate with county elections. As a result, the future viability of the City's vendor for election materials and implementation may be uncertain. That vendor provides elections consultant work, and all election materials and services including the certified ballot counter.

The company recently downsized and its level of services may be inadequate in the future. Moreover, cities will also see a substantial increase in costs for the similar type of services. Should the City's vendor cease operations, it may be difficult for the City to scramble to either consolidate with the County or trying to find a substitute vendor. The County is not legally obligated to accept the City's request for consolidation and the City would then be challenged in trying to operate an election using its own resources.

As of October 2017, 52 of the 88 cities in Los Angeles County either already consolidated with statewide elections or have plans to do so.

The City Council could opt to implement consolidation now. Attached is an ordinance – that is substantially the same as from October 2016 – that would implement election consolidation. A year for when this would be implemented is left blank for City Council direction.

FISCAL IMPACT:

Historically, the City Clerk's office expends approximately $140,000 to conduct the municipal election every other odd-numbered year in March. With the fiscal implications associated with new legislation, the cost is unknown at this time. The County of Los Angeles will bill the City for the costs associated with conducting the City's election. There are many unknown factors, such as the cost of new voting equipment, staffing, elections materials that play into the costs. City staff will utilize $140,000 as a baseline for future election budgeting.

When the Council takes action to adopt an ordinance changing the election date, an additional $12,000 will be required to satisfy the noticing requirement.

Respectfully submitted by:

Vincent D. Chang
City Clerk

Prepared by:

Cindy H. Trang
Deputy City Clerk

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENT 4

April 7, 2021 City Council Staff Report

City Council Staff Report

DATE: April 7, 2021

AGENDA ITEM NO: New Business
Agenda Item 5A

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: City Council districting – Census data update

RECOMMENDATION:

It is recommended that the City Council consider:

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

EXECUTIVE SUMMARY:

In accordance with the Fair And Inclusive Redistricting for Municipalities And Political Subdivisions (FAIR MAPS) Act (Elections Code § 21600-21609), following each decennial federal census, the City Council must adopt a map showing the district boundaries city council offices so that the districts will be substantially equal in population. Certain requirements must be met before the City Council adopts the final district voting map. This includes holding at least four public hearings, good faith effort in engaging in community involvement, maintaining a dedicated webpage for providing redistricting information, and providing translated materials and live translation upon request.

Recent legislation changed the redistricting process. This report is intended to give the City Council an overview of the redistricting process and the timeline affecting the submittal of the new district map. The combination of the when the next regularly scheduled election date and when the City receives the census data will determine the deadline for submitting the new City Council district boundary map.

The U.S. Census Bureau announced on February 12, 2021 that the 2020 Census redistricting data will be released by September 30, 2021. The Statewide Database will require an additional 30 days to adjust the datasets for redistricts. In accordance with Elections Code § 21602, the boundaries of council districts must be adopted not later than 174 days before the City's next regular municipal election. The City Council has not yet decided whether that election will be held in June 2022 or November 2022. The Los Angeles County Registrar Recorder's office's deadline for submittal of new district map is December 9, 2021 for the June 7, 2022 election and May 12, 2022 for the November 8, 2022 election.

BACKGROUND:

In 2019, the City Council adopt a district-based voting system. The first municipal vote based upon that system occurred in March 2021. Following the federal census, districts boundaries must be reviewed and, if necessary, redrawn so that each district is substantially equal in population based upon census data. It is important in ensuring that each City Councilmember represents roughly the same number of constituents. The maps must meet certain requirements and have a less than a 10% deviation in population per district. These requirements include:

District Map Criteria

- Areas geographically contiguous (connected).
- Keeping the geographic integrity by minimizing division of community interest of social and economic interests.
- Areas easily identifiable bonded by natural and artificial barriers, streets and boundaries.
- Encourages geographical compactness where nearby areas of population are not bypassed in favor of more distant populations.
- Do not favor or discriminate against a political party.

Public Hearings

- Hold a minimum of 4 public hearings, 1 pre-draft maps hearing, 2 post-draft maps hearings, and 1 additional pre/post-draft maps hearing.
- Post-draft maps hearings must be held after 21-day (waiting period) after the release of the State-Adjusted census data.
- Hearings must start at a fixed time or after completion of previous agenda item.
- At least 1 hearing must be held after 6 p.m. or in the weekend.

Notices

- Dedicated webpage with explanation of redistricting and public comment process, calendar of hearings, notices and agendas, recordings or written summaries, draft maps considered by the City Council, and adopted map.
- Notices contain date, time and location of hearings and must be post online 5 days in advance.

Outreach

- Encourage public participation including a good faith effort to provide information to local media, provide information through “good government, civil rights, civic engagement, and community groups or organizations.”
- Interested persons sign-up.
- Post information on redistricting and comment process online including applicable non-English languages in accordance with the Secretary of State’s determination.

Translation

- Provide information on redistricting and comment process in applicable non-English languages in accordance with the Secretary of State's determination.
- Requires providing live translation if the request was made 72 hours in advance or 48 hours if the notice was posted 5 days before the hearings.

Timeline for Submittal of Adopted Map

- 174 days before the next regular election if held in June 2022.
  L.A. County's deadline for submittal of final map for June 7, 2022 election is December 9, 2021.
- 205 days before the next regular election if held in November 2022.
  L.A. County's deadline for submittal of final map for November 8, 2022 election is May 12, 2022.
- Based on Census release date of September 30, 2021, State release date of Adjusted data (30 days after), and a possible 21 day waiting period, the 2020 Census Data will not be available until sometime in November or possibly early December 2021.
- In cases of missed deadlines, the Council may petition the superior court for an order adopting council district boundaries within 5 days after the deadline or any resident of the City may file a petition thereafter and is entitled to recover costs. The City will bear all costs associated with the process as ordered by the court.

The City contracted with National Demographics Corporation (NDC) to assist with the redistricting process and to prepare district maps. NDC will conduct the initial analysis of whether the existing election areas (districts) remain population balanced (Still Balanced Analysis) upon receiving the 2020 Census data. Should the existing election areas remain population balanced and compliant with the FAIR MAPS law requirements, the City Council has the option to end the project thus keeping the existing election map and that concludes the redistricting process or choose to redraw the election areas if it wishes to do so.

The term of office of any City Council Member who was elected and whose term of office has not expired will not be affected by any changes. At the first election following adoption of new map, a council member will be elected under the new district plan with the same district number whose incumbent's term is due to expire.

We anticipate there may be new legislation to address the concerns of redistricting and the timing of the release of the Census data. In the absence of such legislation, however, the City Council's decision regarding which municipal election date to select (June or November 2022) may be influenced by the time windows within which redistricting must occur. We want to advise the City Council and the community of the latest information regarding this process and will bring back actionable items in the near future.

FISCAL IMPACT:

Costs for initial Still Balanced Analysis and presentation is $5,000. Costs associated with the redistricting process is $110,000. Funding will be requested in next FY 21/22 budget.

Respectfully submitted by:

Vincent D. Chang
City Clerk

Prepared by:

Cindy H. Trang
Deputy City Clerk

Reviewed by:

Inez Alvarez
Assistant City Manager

Reviewed by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

Attachments:

1. Assembly Bill No. 1276 (Elections Code § 21600-21609)
2. November 18, 2020 City Council Staff Report and Minutes, Item No. 5A

ATTACHMENT 1
Assembly Bill No. 1276 (Elections Code § 21600-21609)

ELECTIONS CODE - ELEC

DIVISION 21. STATE AND LOCAL REAPPORTIONMENT [21000 - 23004] *(Division 21 enacted by Stats. 1994, Ch. 920, Sec. 2.)*

CHAPTER 7. City Elections [21600 - 21630] *(Chapter 7 enacted by Stats. 1994, Ch. 920, Sec. 2.)*

ARTICLE 1. General Law Cities [21600 - 21609] *(Article 1 enacted by Stats. 1994, Ch. 920, Sec. 2.)*

21600. (a) This article applies to a general law city that elects members of the city's legislative body by districts or from districts, as defined in Section 34871 of the Government Code.

(b) This article shall not be interpreted to limit the discretionary remedial authority of any federal or state court.

(Amended by Stats. 2020, Ch. 90, Sec. 9. (AB 1276) Effective January 1, 2021.)

21601. (a) Following a city's decision to elect its council using district-based elections, or following each federal decennial census for a city whose council is already elected using district-based elections, the council shall, by ordinance or resolution, adopt boundaries for all of the council districts of the city so that the council districts shall be substantially equal in population as required by the United States Constitution.

(1) Population equality shall be based on the total population of residents of the city as determined by the most recent federal decennial census for which the redistricting data described in Public Law 94-171 are available.

(2) Notwithstanding paragraph (1), an incarcerated person as that term is used in Section 21003, shall not be counted towards a city's population, except for an incarcerated person whose last known place of residence may be assigned to a census block in the city, if information about the last known place of residence for incarcerated persons is included in the computerized database for redistricting that is developed in accordance with subdivision (b) of Section 8253 of the Government Code, and that database is made publicly available.

(b) The council shall adopt council district boundaries that comply with the United States Constitution, the California Constitution, and the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.).

(c) The council shall adopt district boundaries using the following criteria as set forth in the following order of priority:

(1) To the extent practicable, council districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.

(2) To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. A "community of interest" is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.

(3) Council district boundaries should be easily identifiable and understandable by residents. To the extent practicable, council districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the city.

(4) To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, council districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

(d) The council shall not adopt council district boundaries for the purpose of favoring or discriminating against a political party.

(Amended by Stats. 2020, Ch. 90, Sec. 10. (AB 1276) Effective January 1, 2021.)

21602. (a) (1) For redistricting occurring in 2031 and thereafter, the boundaries of the council districts shall be adopted by the council not later than 205 days before the city's next regular election occurring after January 1 in each year ending in the number two.

(2) For redistricting occurring before 2031 and where a city has a regular election occurring after January 1, 2022, and before July 1, 2022, the boundaries of the council districts shall be adopted by the council not later than 174 days before that election.

(3) For redistricting occurring before 2031 and where a city does not have a regular election occurring after January 1, 2022 and before July 1, 2022, the boundaries of the council districts shall be adopted by the council not later than 205 days before the city's next regular election occurring on or after July 1, 2022.

(b) This section does not apply when a city transitions from at-large to district-based elections.

(Amended by Stats. 2020, Ch. 90, Sec. 11. (AB 1276) Effective January 1, 2021.)

21603. (a) If the boundaries of a city expand by the addition of new territory, including through annexation of unincorporated territory or consolidation with another city, the council shall add that new territory to the nearest existing council district without changing the boundaries of other council district boundaries.

(b) Notwithstanding subdivision (a), the council may adopt new boundaries for each council district under the circumstances described in subdivision (a) if both of the following conditions are met:

(1) There are more than four years until the council is next required to redistrict pursuant to Section 21601.

(2) The population of the new territory being annexed or consolidated is greater than 25 percent of the city's population, as determined by the most recent federal decennial census.

(Repealed and added by Stats. 2019, Ch. 557, Sec. 19. (AB 849) Effective January 1, 2020.)

21605. (a) After redistricting or districting pursuant to Section 21601 or 21603, a council shall not adopt new council district boundaries until after the next federal decennial census, except under the following circumstances:

(1) A court orders the council to redistrict.

(2) The council is settling a legal claim that its council district boundaries violate the United States Constitution, the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.), or this article.

(3) The boundaries of the city change by the addition of territory pursuant to Section 21603 or by the subtraction of territory.

(b) This section does not prohibit a council from adopting council districts between federal decennial censuses if the council is adopting council districts for the first time, including when a city adopts council districts for the purpose of transitioning from electing its council members in at-large elections to elections by districts or from districts.

(Amended by Stats. 2020, Ch. 90, Sec. 12. (AB 1276) Effective January 1, 2021.)

21606. (a) The term of office of any council member who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which the council member was elected.

(b) At the first election for council members in each city following adoption of the boundaries of council districts, excluding a special election to fill a vacancy or a recall election, a council member shall be elected for each district under the new district plan that has the same district number as a district whose incumbent's term is due to expire. This subdivision does not apply when a city transitions from at-large to district-based elections.

(c) Except as provided in subdivision (a), a person is not eligible to hold office as a member of a city council unless that person meets the requirements of Section 201 of the Elections Code and Section 34882 of the Government Code.

(Amended by Stats. 2020, Ch. 90, Sec. 13. (AB 1276) Effective January 1, 2021.)

21607. Before adopting the boundaries of a council district pursuant to Section 21601 or 21603, or for any other reason, the council shall hold public hearings on the proposal in accordance with Section 21607.1. This section does not apply when a city transitions from at-large to district-based elections.

(Amended by Stats. 2020, Ch. 90, Sec. 14. (AB 1276) Effective January 1, 2021.)

21607.1. (a) Before adopting a final map, the council shall hold at least four public hearings at which the public is invited to provide input regarding the composition of one or more council districts.

(1) At least one public hearing shall be held before the council draws a draft map or maps of the proposed council boundaries.

(2) At least two public hearings shall be held after the council has drawn a draft map or maps of the proposed council boundaries.

(b) At least one public hearing or public workshop shall be held on a Saturday, on a Sunday, or after 6 p.m. on a weekday Monday through Friday.

(c) Public hearing buildings shall be accessible to persons with disabilities.

(d) If a public hearing is consolidated with a regular or special meeting of the council that includes other substantive agenda items, the public hearing shall begin at a fixed time regardless of its order on the agenda, except that the council may first conclude any item being discussed or acted upon, including any associated public comment, when that time occurs. The time of the public hearing shall be noticed to the public.

(e) The council may have city staff or a consultant conduct one or more public workshops in lieu of holding one of the public hearings required by paragraph (1) of subdivision (a).

(f) The council may establish an advisory redistricting commission pursuant to Section 23002 to hold the public hearings required by paragraph (1) of subdivision (a).

(Added by Stats. 2019, Ch. 557, Sec. 24. (AB 849) Effective January 1, 2020.)

21608. (a) The council shall take steps to encourage residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting public review process. These steps shall include a good faith effort to do all of the following:

(1) Providing information to media organizations that provide city news coverage, including media organizations that serve language minority communities.

(2) Providing information through good government, civil rights, civic engagement, and community groups or organizations that are active in the city, including those active in language minority communities, and those that have requested to be notified concerning city redistricting.

(b) The council shall arrange for the live translation in an applicable language of a public hearing or workshop held pursuant to this article if a request for translation is made at least 72 hours before the hearing or workshop, unless less than five days' notice are provided for the hearing or workshop, in which case the request shall be made at least 48 hours before the hearing or workshop.

(c) Notwithstanding Section 54954.2 of the Government Code, the council shall publish the date, time, and location for any public hearing or workshop on the internet at least five days before the hearing or workshop. However, if there are fewer than 28 days until the deadline to adopt boundaries, the council may publish the agenda on the internet for at least three days before the hearing or workshop.

(d) (1) A draft map shall be published on the internet for at least seven days before being adopted as a final map by the council provided that, if there are fewer than 28 days until the deadline to adopt boundaries, the draft map may instead be published on the internet for at least three days.

(2) Each draft map prepared by a member of the council or by employees or contractors of the city shall be accompanied by information on the total population, citizen voting age population, and racial and ethnic characteristics of the citizen voting age population of each proposed council district, to the extent the city has that data.

(3) (A) The council and employees or contractors of the city shall not release draft maps of council districts earlier than three weeks after the block-level redistricting database required by subdivision (b) of Section 8253 of the Government Code is first made publicly available. This subparagraph does not prohibit the council from holding public hearings or workshops on the placement of council district boundaries before the earliest date that draft maps of council districts may be released.

(B) If the period of time between the date that the redistricting database is made publicly available and the map adoption deadline is fewer than 90 days and more than 59 days, the waiting period required by subparagraph (A) is reduced to one week. If the period of time between the date that the redistricting database is made publicly available and the map adoption deadline is fewer than 60 days, then the waiting period required by subparagraph (A) is waived.

(e) The council shall allow the public to submit testimony or draft maps in writing and electronically.

(f) The city shall either record or prepare a written summary of each public comment and council deliberation made at every public hearing or workshop held pursuant to this article. The city shall make the recording or written summary available to the public within two weeks after the public hearing or workshop.

(g) The council shall establish, and maintain for at least 10 years after the adoption of new council district boundaries, an internet web page dedicated to redistricting. The web page may be hosted on the city's existing internet website or another internet website maintained by the city. The web page shall include, or link to, all of the following information:

(1) A general explanation of the redistricting process for the city in English and applicable languages.

(2) The procedures for a member of the public to testify during a public hearing or to submit written testimony directly to the council in English and any applicable language.

(3) A calendar of all public hearing and workshop dates. A calendar listing that includes the time and location of the public hearing or workshop satisfies the notice required by subdivision (c).

(4) The notice and agenda for each public hearing and workshop.

(5) The recording or written summary of each public hearing and workshop.

(6) Each draft map considered by the council at a public hearing.

(7) The adopted final map of council district boundaries.

(h) For purposes of this section, "applicable language" means any language that is spoken by a group of city residents with limited English proficiency who constitute 3 percent or more of the city's total population over four years of age for whom language can be determined. Before January 1, 2021, and before January 1 in every year ending in the number one thereafter, the Secretary of State shall post the applicable languages for each city in a conspicuous location on the Secretary of State's internet website. To determine the applicable languages for each city, in 2020 and in each year ending in the number zero thereafter, the Secretary of State, in consultation with the Statewide Database, shall request a special tabulation from the United States Bureau of the Census of the most recent data on limited English proficiency from the bureau's American Community Survey that satisfies this subdivision. If the bureau is unable to produce that data, the Secretary of State shall base the Secretary of State's determination on the table from the American Community Survey enumerating the number of residents with limited English proficiency that has the largest number of languages included, that is publicly available, and that was produced within the previous ten years.

(i) This section does not apply when a city transitions from at-large to district-based elections.

(j) Before January 1, 2021, and before January in each year ending in the number one thereafter, the Secretary of State shall publish on the internet a template explaining the city redistricting process that meets the requirements of paragraphs (1) and (2), inclusive, of subdivision (g). The Secretary of State shall publish the template in all of the languages into which ballots are required to be translated in the state pursuant to subdivision (h). The template shall be published in the same conspicuous location on the Secretary of State's internet website that is described in subdivision (h).

(Amended by Stats. 2020, Ch. 90, Sec. 15. (AB 1276) Effective January 1, 2021.)

21609. (a) If the council does not adopt council district boundaries by the deadlines set forth in Section 21602, the council shall immediately petition the superior court in the county in which the city is located for an order adopting council district boundaries. If the council does not petition the superior court within five days after the deadline, any resident of the city may file that petition and shall be entitled to recover the resident's reasonable attorney's fees and costs from the city for doing so.

(b) (1) Upon finding that a petition filed pursuant to subdivision (a) is valid, the superior court shall adopt council district boundaries in accordance with the criteria set forth in Section 21601, which shall be used in the city's next regular election. The superior court may also order the adjustment of electoral deadlines as necessary to implement the new council district boundaries in the next regular election.

(2) The superior court may appoint a special master to assist the court with adopting the council district boundaries. The city shall pay the cost for the special master and associated costs.

(3) The superior court or the special master shall hold one or more public hearings before the superior court adopts the council district boundaries.

(4) Subject to the approval of the superior court, the special master may employ redistricting experts or other consultants or counsel, independent experts in the field of redistricting and computer technology, and other necessary personnel to assist them in their work. In addition, the special master may seek the full cooperation of the city in producing and using whatever data, computer models and programs, and technical assistance that was made available to the council and city personnel who are knowledgeable in the mechanics of drafting redistricting legislation. The superior court may assist the special master in securing the necessary personnel and the physical facilities required for their work, and to prepare for the prompt submission to the city of a request for city funding for the necessary expenses of the special master and the special master's staff.

(5) The council district boundaries adopted by the superior court shall be immediately effective in the same manner as if the court's order were an enacted resolution or ordinance of the city council.

(Amended by Stats. 2020, Ch. 90, Sec. 16. (AB 1276) Effective January 1, 2021.)

ATTACHMENT 2
November 18, 2020 City Council Staff Report and Minutes, Item No. 5A

City Council Staff Report

DATE: November 18, 2020

AGENDA ITEM NO: New Business
Agenda Item 5-A

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk
Karl H. Berger, City Attorney

SUBJECT: Senate Bill 970 – Elections Date Change

RECOMMENDATION:

It is recommended that the City Council consider:

1. Introducing and waiving first reading of an ordinance amending Monterey Park Municipal Code ("MPMC") § 2.04.050 to change the election date of general municipal elections and requesting consolidation with Los Angeles County pursuant to Elections Code § 10403;

2. Provide direction to the City Clerk regarding the mayoral rotation schedule to be brought back at a future council meeting for consideration; and

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

EXECUTIVE SUMMARY:

On September 18, 2020, the Governor signed Senate Bill (SB) 970 into law changing several sections of the California Elections Code effective January 1, 2021. In particular, SB 970 mandates the City Council change the date for the City's general municipal election to June or November 2022. This will affect the terms of office for all City Councilmembers, the City Clerk, and the City Treasurer. The extension of office terms will also affect the mayoral rotation schedule.

BACKGROUND:

In 2015, the California Legislature adopted the California Voter Participation Rights Act ("CVPRA"). The CVPRA was adopted to remedy declining voter turnout in municipal elections and was specifically intended to affect cities holding municipal elections in odd numbered years. Based upon certain voter turnout criteria (a more complete overview is included from the attached 2016 staff report), such cities (including Monterey Park) were required to consolidate their elections with the statewide elections in June or November

of even years. Practically, the CVRPA prohibits the City from holding a general municipal election on any date other than a statewide election date.

The CVPRA allowed cities – up until 2022 – to hold elections in odd-numbered years if they adopted a plan before January 1, 2018 to implement the CVPRA. In 2016, the City Council opted to postpone any action until sometime before the scheduled general municipal election in 2021. One of the main reasons for the City Council's decision in 2016 was that changing the City's general municipal election to November of even years would reduce the terms for certain council members by four months.

In 2017, the Legislature adopted SB 568 which became effective in 2019. SB 568 again changed the statewide election dates from June or November of even years, to *March* and November of even years.

This change allowed the City Council to change the date of the general municipal election from March of *odd* numbered years to March of *even* numbered years. Accordingly, this meant that elections originally scheduled for March 2021 would be rescheduled for March 2022. A consequence of that action (explained more below) was that the terms of councilmembers would be *extended by 12 months* pursuant to Elections Code § 10403.5(b).

Because the change in election dates would result in an extension in their terms of office, rather than a reduction as contemplated in 2016, the City Council opted to change the City's election date from March 2021 to March 2022 (see attached staff report from 2017). Based upon its actions in 2017, therefore, the City's general municipal election is scheduled for March 2022 at which time Council District Nos. 1 and 5 will be on the ballot.

Effective January 1, 2021, however, the statewide election dates become these:

- An election held in November of an even-numbered year.
- An election held in June of an even-numbered year that is not evenly divisible by four and **in March of each even-numbered year that is evenly divisible by four** (emphasis added).

As can be seen by the emphasized language, the City's March 2022 municipal election cannot be held (2022 is not evenly divisible by four). Consequently, the City Council *must* change its municipal election date from March to *either* June or November of 2022.

The City's voting records show that November elections typically have greater voter turnout and participation. As the Elections Official, City Clerk Chang recommends that the City Council change the municipal election date from March to November of even years. This change would also be more defensible under the CVPRA.

Whether the City Council chooses June or November, the terms of all elected officials will be extended by Elections Code § 10403.5. For officials elected in 2017 (Mayor Peter Chan, Councilmember Hans Liang, City Clerk Vincent Chang, and City Treasurer Joseph Leon), terms would be extended either three months (to June 2022) or eight months (to November 2022). For officials elected in 2020 (Mayor pro tem Yvonne Yiu, Councilmember Henry Lo, and Councilmember Fred Sornoso), terms would be extended the same length of time in 2024, i.e., from either three months (June 2024) or eight months (November 2024).[1]

Based upon the election date selected by the City Council, the mayoral rotation approved earlier this year will require amending. Some direction from the City Council regarding how that rotation should occur would be helpful. For example, a determination whether Mayor Peter Chan and Councilmember Hans Liang should be included in the mayoral rotation (i.e., obtain additional time as mayor); if Mayor Chan's current mayoral term should be extended (i.e., beyond November 18, 2020); or if the mayor terms for Councilmembers elected in 2020 should be extended to coincide with the time extensions in 2024.

FISCAL IMPACT:
None.

Respectfully submitted by:

Vincent D. Chang
City Clerk

Prepared by:

Cindy H. Trang
Deputy City Clerk

Reviewed by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
City Attorney

Attachments:
1. Draft Ordinance
2. October 19, 2016 and December 6, 2017 Staff Reports (without attachments)

[1] The City Council could consider having different municipal election dates every two years, e.g., June or November beginning in 2022 and every four years afterward; and March in 2024 and every four years afterward. That, however, seems impractical and confusing for voters.

ATTACHMENT 1
Draft Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE § 2.04.050 TO CHANGE THE ELECTION DATE OF GENERAL MUNICIPAL ELECTIONS AND REQUESTING CONSOLIDATION WITH LOS ANGELES COUNTY PURSUANT TO ELECTIONS CODE § 10403.

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1: ***Recitals***. The City Council finds as follows:

A. Elections Code § 1301 and § 10403.5 authorize the City to reschedule its general municipal election to the day of the statewide general election.

B. Effective January 1, 2021, SB 970 amends Elections Code § 1001 which governs the dates of statewide elections. As a result, the City is required to change its election date from March 2022 to either June or November 2022.

C. The City requests consolidation of its elections with the statewide general election conducted by the County of Los Angeles on the first Tuesday after the first Monday in March of even-numbered years.

D. In order to accomplish the change in election date, the term of incumbent elected officials whose terms would otherwise end in March 2022 must be lengthened from March 2022 to _____ 2022 when elected officials elected in ____ 2022 take office. Additionally, elected officials whose terms would otherwise end in March 2024 must be lengthened from march 2024 to ____ 2024 when elected officials elected in 2024 take office.

SECTION 2: ***Change to Election Date***. In accordance with Elections Code §§ 1301 and 10403.5, Monterey Park Municipal Code ("MPMC") § 2.04.050 is amended to read as follows:

"Section 2.04.050. **Municipal Elections.**

Beginning with elections held after March 2020, the general municipal election will be held on the first Tuesday after the first Monday in _____ of even-numbered years. The first general municipal election after the March 2020 general municipal election will be held on the first Tuesday after the first Monday in _____ 2022."

SECTION 3: ***Adjustment of Terms of Office***. In accordance with Elections Code §§ 1301 and 10403.5(d), due to the change of election date, the terms of office of those elected officials presently serving whose terms would previously have expired in March 2022 will instead vacate in their office upon certification of the results and administration

of oaths of office after the ____ 2022 General Municipal Election. The terms of office of those elected officials presently serving whose terms would previously have expired in March 2024 will instead vacate in their office upon certification of the results and administration of oaths of office after the ____ 2024 General Municipal Election

SECTION 4: ***Consolidated Election***. Pursuant to Elections Code § 1301, the City Council requests the County of Los Angeles approve consolidation of the City's 2022 City Council election with the statewide general election conducted by the County in _____ of each even-numbered year.

SECTION 5: ***Notice to Voters***. Pursuant to Elections Code § 10403.5, within 30 days after this Ordinance becomes effective, the City Clerk must cause a notice to be mailed to all registered voters of the City of Monterey Park (pursuant to the last report of registration by the County Clerk to the Secretary of State) informing the voters of the change in the election date. The notice must also inform the voters that as a result in the change in election date, elected city officeholders' terms in office will be changed.

SECTION 6: ***Date of the First City Council Election in 2022***. If this Ordinance becomes effective, the first City Council election to be held in 2022 will be _____.

SECTION 7: ***Request to the County***. The City Clerk is directed to forward, without delay, a certified copy of this Ordinance to the Los Angeles County Board of Supervisors and the County Election Department.

SECTION 8: ***Savings Clause***. Repeal of any provision of the MPMC or any other regulation by this Ordinance does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. 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: ***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 10: ***Validity of Previous Code Sections***. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the MPMC or other regulation by this Ordinance will be rendered void and cause such MPMC provision or other regulation to remain in full force and effect for all purposes.

SECTION 11: ***Effective Date***. This Ordinance will only become effective upon approval by the Los Angeles County Board of Supervisors pursuant to Elections Code § 1301(b)(1).

SECTION 12: ***Publication.*** The City Clerk must certify as to the adoption of this ordinance and cause the summary thereof to be published within fifteen calendar (15) days of the adoption and post a certified copy of this ordinance, including the vote for

and against the same, in the office of the City Clerk, in accordance with Government Code § 36993, for the City of Monterey Park.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

_____
_____, Mayor

ATTEST:

_____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

_____
Karl H. Berger, City Attorney

ATTACHMENT 2
October 19, 2016 and December 6, 2017 Staff Reports

City Council Staff Report

DATE: October 19, 2016

AGENDA ITEM NO: New Business
Agenda Item 6-J.

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: CONSIDERATION OF THE CALIFORNIA VOTER PARTICIPATION RIGHTS ACT (CALIFORNIA STATE SENATE BILL 415) AND CONSOLIDATION WITH A STATEWIDE GENERAL ELECTION DATE

RECOMMENDATION:

It is recommended that the City Council consider:

1. Provide direction to staff concerning the option desired for a statewide consolidation date, Option A or B:

   Option A - introduce and waive first reading of an ordinance to change the election dates to November even years beginning November 6, 2018 or November 3, 2020 and repealing Ordinance No. 1885, and schedule second reading and adoption for November 2, 2016;

   OR

   Option B – take action to reaffirm the election date in Ordinance No. 1885 and plan to reconsider the matter not later than 2021; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The California Voter Participation Rights Act (SB 415) was passed on September 1, 2015. This new legislation prohibits a local government from holding an election on any date other than a statewide election date if holding the election on a date nonconcurrent with the statewide election has previously resulted in a "significant decrease in voter turnout." A "significant decrease in voter turnout" is defined as voter turnout for a regularly scheduled election that is at least twenty-five percent (25%) less than the average voter turnout within that city for the previous four (4) statewide general elections. SB 415 requires cities with insufficient voter turn out to either change their election dates to June or November of even year, or, prior to January 1, 2018, adopt a plan to consolidate future election with a statewide election not later than the November 8, 2022, statewide general election.

BACKGROUND:

SB 415 adds a new chapter to the California Elections Code (Section 14050 -14057) that attempts to remedy declining voter turnout in municipal elections. Under SB 415, general law cities must hold municipal elections on a statewide election date if holding the municipal election on a date other than the statewide election previously resulted in a voter turnout that was at least 25% less than the average voter turnout of the previous four statewide elections. Such cities are required to consolidate their elections with the statewide elections in June or November of even years.

Accordingly, to determine if Monterey Park is required to consolidate with a statewide general election date, it is necessary to review the recent election voter turnout data.

Statewide General Election Data - Monterey Park			
Election Date	Registered Voters	Ballots Cast	Voter Turnout (percentage)
Nov. 2008	25,660	18,748	73.06%
Nov. 2010	26,785	12,753	47.61%
Nov. 2012	26,796	16,865	62.94%
Nov. 2014	27,565	7,328	26.58%
State subtotal of Four Years *(Ballots/Registered=Voter Turnout)*			210.19%
State Four Year Average *(210.19/4)*			52.55%
State Four Year Average Less 25% *(52.55x.25=13.14-52.55=39.41)*			**39.41%**
General Municipal Election Data - Monterey Park			
March 2015	27,474	5,356	**19.49%**

As the above data illustrates, the voter turnout for the City's most recent municipal election was 19.49%. This is lower than the minimum threshold of 39.41%. Since the City experienced a "significant decrease in voter turnout," Monterey Park must begin conducting its general municipal elections on statewide general election dates as soon as 2018. SB 415 requires the local jurisdiction to either consolidate its election with a statewide election, or by January 1, 2018 adopt a plan to consolidate its election with the statewide election not later than the November 8, 2022 statewide general election.

In order to accommodate the statewide election dates, cities are required to increase or decrease terms of office depending on their existing election schedule. Elections Code Section 10403.5(b) limits increases or decreases to terms of office to no more than twelve months. Since the City of Monterey Park (the "City") holds its regular elections in March of odd years, any term increase to June or November of the following even year exceeds the 12 month cap established by Elections Code Section 10403.5(b).

For the City Council's consideration, following are two potential options for compliance with the provisions of SB 415:

Reducing of the upcoming Council member terms of office by 4 months (March of an odd year, to the prior November of an even year).

Option A is reflected in the draft ordinance that changes the City's general municipal election to November of even years with consolidation to begin November 6, 2018 or November 3, 2020. Consolidation for the November 2018 election will affect the terms of office that began March 2015 and 2017; consolidation for the November 2020 will affect the terms of office beginning March 2017 and 2019. Option A requires adoption of an ordinance, requesting the County Board of Supervisors for approval for future consolidation, and compliance with the noticing requirement.

Option B is simply a decision to postpone taking any immediate action. Instead, the Council would plan on reexamining the issue until not later than 2021. At that time, the City Council could consider any changes to California law (which are anticipated in the next five years) and take appropriate action (if any). Option B would simply be a minute action that can be forwarded to the County Board of Supervisors with an accompanying cover letter (which would include Ordinance No. 1885).

Another possible option to consider is increasing the terms in a two-step process by changing the election dates from March of odd years to November of odd years and again, changing the election dates from November of odd years to November of even years. This action may cause voter confusion due to the changes of election dates in such a small window of time.

Actions to change the election date require the City to adopt an ordinance changing its current election date. Elections Code Section 1301(b)(1) provides for the City Council to enact an Ordinance requiring its general municipal election to be held on the same day as the statewide general election. The ordinance would become operative upon approval by the County Board of Supervisors. Due to the constraints of the County's current voting system, if the City Council desires to consolidate early, time is of the essence in submitting a request for consolidation to the County. The County needs to perform an analysis of the City to determine if consolidation is possible prior to 2020. City staff has reached out to the County and requested for a preliminary analysis and the County had expressed support for the City to consolidate its future elections with the County general elections beginning November 2018. The final decision, however, is dependent on the approval from the Board of Supervisors. Upon approval of the Board of Supervisors, the City is required to notify all registered voters of the City regarding the change of election date and the terms it affect. An additional funding of $12,000 per notification is required to complete this task.

Per the County Elections Division, no city, on a nonconcurrent calendar, currently meets the 25% requirement and all will be required to shift to statewide consolidation. The County of Los Angeles is set to unveil a new voting system in 2020 and has expressed concern that cities transitioning to statewide elections prior to 2020 would exceed the capacity of its current optical scan voting system. There is speculation as to whether or

not the Los Angeles County has the capacity to handle all elections in June and November of even years by November 8, 2022. There are talks that some cities are considering circulating a petition seeking an alternate solution to increase voter participation and to allow the continuance of stand-alone elections. Some cities have already taken actions to move their election date to June or November of even years. Some cities are taking some actions by adopting a plan to consolidate future elections with the statewide elections no later than November 8, 2022. Still, some cities are deferring taking action while waiting to see if there will be a legislative solution, mindful of the January 1, 2018 deadline.

FISCAL IMPACT:

Traditionally, the City Clerk's office expends approximately $140,000 to conduct the municipal election every other odd-numbered year in March. With the fiscal implications associated with new legislation, the cost is unknown at this time. The County of Los Angeles will bill the City for the costs associated with conducting the City's election. There are many unknown factors, such as the cost of new voting equipment, staffing, elections materials that play into the costs. City staff will utilize $140,000 as a baseline for future election budgeting.

When the Council takes action to adopt an ordinance changing the election date, an additional $12,000 will be required to satisfy the noticing requirement.

Respectfully submitted by:

Vincent D. Chang
City Clerk

Prepared by:

Cindy H. Trang
Deputy City Clerk

Approved by:

Paul L. Talbot
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

City Council Staff Report

DATE: December 6, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-D.

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: CONSIDERATION OF WHETHER TO CONSOLIDATE GENERAL MUNICIPAL ELECTIONS WITH A STATEWIDE GENERAL ELECTIONS IN EVEN YEARS

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution ratifying its October 19, 2016 decision to postpone a decision to consolidate future elections with the statewide elections; AND
2. Introduce and waive first reading of an ordinance to change the election dates to November even years beginning March 3, 2020 or March 8, 2022 and repealing Ordinance No. 1885, and schedule second reading and adoption for December 20, 2017; OR
3. Provide other direction as to consideration of the California Voter Participation Rights Act (California State Senate bill 415) and consolidation with a statewide general election date; and
4. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In October 2016, the City Council opted to postpone any decision regarding consolidating the City's general municipal elections with statewide elections until sometime before 2021. This decision allowed the City to continue conducting its elections in odd-numbered years pursuant to Ordinance No. 1885 (adopted December 12, 1994). Since then, the Los Angeles County Elections Division requested that the City Council memorialize its decision in a written resolution rather than simply rely upon the minute order from that date. By adopting the resolution, the City will have more time to further discuss and decide on an action.

Separately, on September 27, 2017 the Governor signed SB 568 which becomes effective in 2019. In brief, SB 568 only changes the date of the statewide direct primary and the presidential primary.

Starting in 2019, those will both be on the first Tuesday after the first Monday in March in either an even-numbered year or a year divisible by four.

SB 568 potentially affects the City Council's decision regarding consolidating the City's general municipal election. Specifically, Monterey Park's general election is held the first Tuesday after the first Monday in March of *odd*-numbered years. Changing the election date to the first Tuesday in March of *even*-numbered years (per SB 568) may extend the term for certain city councilmembers in accordance with applicable law (as explained in 2016).

Additionally, the conventional wisdom is that SB 568's enactment – and the resulting change in election dates by many municipalities – may cause the vendor traditionally providing election services to cease operations. There simply will be insufficient business from public entities for it to continue. Should that occur, Monterey Park would likely pay significantly more for holding municipal elections in odd-numbered years.

BACKGROUND:

A copy of the staff report from October 2016 is attached for reference. It provides an overview of the California Voter Participation Rights Act (SB 415) and its effect on the City of Monterey Park. In short, SB 415 mandates that cities holding elections during odd-numbered years with historically low voter turnout to consolidate with countywide elections in even numbered years. Cities can continue – up to 2022 – to hold elections in odd-numbered years if they adopt a plan before January 1, 2018 to implement consolidation. The City Council's plan was to implement changes before 2021. A resolution confirming that decision from October 2016 is attached for City Council consideration. This resolution should be adopted regardless of whether the Council opts to introduce the draft ordinance: the Board of Supervisor meeting occurs on December 19, 2017 – a day before the second reading of the ordinance (if it were introduced).

One of the reasons for the City Council's decision in 2016 was that changing the City's general municipal election to November of even years would reduce the terms for certain councilmembers by four months. Enactment of SB 568, however, would allow the City to consolidate with statewide elections in *March* of even numbered years. This would *extend* the term of certain councilmembers by one year pursuant to Elections Code § 10403.5(b).

Moving the election date to March 2020 will increase the term of office by 12 months for terms of offices beginning March 2015 and 2017. Moving the election date to March 2022 will increase the term of office by 12 months for terms of offices beginning March 2017 and March 2019.

Since 2015, SB 415 caused many cities to consolidate with county elections. As a result, the future viability of the City's vendor for election materials and implementation may be uncertain. That vendor provides elections consultant work, and all election materials and services including the certified ballot counter.

The company recently downsized and its level of services may be inadequate in the future. Moreover, cities will also see a substantial increase in costs for the similar type of services. Should the City's vendor cease operations, it may be difficult for the City to scramble to either consolidate with the County or trying to find a substitute vendor. The County is not legally obligated to accept the City's request for consolidation and the City would then be challenged in trying to operate an election using its own resources.

As of October 2017, 52 of the 88 cities in Los Angeles County either already consolidated with statewide elections or have plans to do so.

The City Council could opt to implement consolidation now. Attached is an ordinance – that is substantially the same as from October 2016 – that would implement election consolidation. A year for when this would be implemented is left blank for City Council direction.

FISCAL IMPACT:

Historically, the City Clerk's office expends approximately $140,000 to conduct the municipal election every other odd-numbered year in March. With the fiscal implications associated with new legislation, the cost is unknown at this time. The County of Los Angeles will bill the City for the costs associated with conducting the City's election. There are many unknown factors, such as the cost of new voting equipment, staffing, elections materials that play into the costs. City staff will utilize $140,000 as a baseline for future election budgeting.

When the Council takes action to adopt an ordinance changing the election date, an additional $12,000 will be required to satisfy the noticing requirement.

Respectfully submitted by:

Vincent D. Chang
City Clerk

Prepared by:

Cindy H. Trang
Deputy City Clerk

Approved by:

Ron Bow
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
NOVEMBER 18, 2020

The City Council of the City of Monterey Park held a Regular Teleconference Meeting via Zoom on Wednesday, November 18, 2020 at 6:30 p.m. The regular meeting was conducted pursuant to Section 3 of Executive Order No. N-29-20 issued on March 17, 2020. Accordingly, Council Members were provided a meeting login number and conference call number and were not physically present at Council Chambers.

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

PUBLIC PARTICIPATION

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

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

Via Telephone
Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling (888) 788-0099 or (877) 853-5247 and entering Zoom Meeting ID: 926 5445 2022 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. 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.

The second substantial amendment to the Fiscal Year 2019-20 One-Year Action Plan was advertised in the Monterey Progress on November 13, 2020. The draft document was made available for public review via the City's website beginning November 13, 2020 and ending November 17, 2020.[1] After City Council approval, the plan will be submitted to the U.S. Department of Housing and Urban Development.

Staff recommends approval of the second substantial amendment to program the CARES Act (CDBG-CV3) special allocation.

Action Taken: The City Council (1) opened the public hearing at 7:16 p.m. to receive testimonial and documentary evidence, noting that there are no speakers, closed the public hearing at 7:16 p.m.; (2) approved the proposed second substantial amendment to the 2019-2020 Annual Action Plan; (3) authorized the City Manager, or designee, to execute and submit the necessary documents related to the second substantial amendment to the 2019-2020 Annual Action Plan to HUD for its review and approval; and (4) authorized a budget appropriation of $547,678 from CDBG-CV funds.

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

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

5. NEW BUSINESS

5A. SENATE BILL 970 – ELECTIONS DATE CHANGE

On September 18, 2020, the Governor signed Senate Bill (SB) 970 into law changing several sections of the California Elections Code effective January 1, 2021. In particular, SB 970 mandates the City Council change the date for the City's general municipal election to June or November 2022. This will affect the terms of office for all City Councilmembers, the City Clerk, and the City Treasurer. The extension of office terms will also affect the mayoral rotation schedule.

Public Speaker:

- City Clerk Chang received, filed, and read into the record a written communication from Bill Lam. Mr. Lam who urged the City Council to set the election in June along with the Primary elections.

[1] 85 Federal Register 51457-01 (August 20, 2020).

Recommendation: That the City Council consider (1) introducing and waiving first reading of an ordinance amending Monterey Park Municipal Code ("MPMC") § 2.04.050 to change the election date of general municipal elections and requesting consolidation with Los Angeles County pursuant to Elections Code § 10403; (2) provide direction to the City Clerk regarding the mayoral rotation schedule to be brought back at a future council meeting for consideration; and (3) taking such additional, related, action that may be desirable.

Action Taken: By consensus, the City Council received and filed the report and directed staff to bring the item back for consideration at a future City Council meeting.

5B. CONSIDERATION AND POSSIBLE ACTION TO INTRODUCE AND WAIVE FIRST READING OF AN ORDINANCE AMENDING CHAPTER 3.20 OF THE MONTEREY PARK MUNICIPAL CODE ("MPMC") REGARDING THE REGULATION OF PURCHASES OF GOODS, SUPPLIES AND SERVICES

Chapter 3.20 of the MPMC was adopted for the purpose of authorizing city officers to procure services, supplies, and equipment and establishing the manner by which such actions may occur. On August 19, 2020, the City Council adopted an Ordinance amending Monterey Park Municipal Code § 3.90.050 regarding signature authority for the City Manager and Department Directors when executing contracts on the City's behalf (Ordinance No. 2187). The thresholds for purchasing and bidding, however, have not been amended to align with the signature thresholds outlined in Ordinance No. 2187. The proposed amendments to Chapter 3.20 will bring the City's procurement process in line with the updated signature authorities.

Action Taken: The City Council introduced and waived first reading of an Ordinance amending Chapter 3.20 of the Monterey Park Municipal Code ("MPMC") regarding the regulation of purchased goods, supplies and services.

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

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

Ordinance, 1st Reading, entitled:
AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTER 3.20 IN ITS ENTIRETY TO REGULATE PURCHASES OF GOODS, SUPPLIES AND SERVICES