

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

REGULAR CITY COUNCIL MEETING

**Wednesday
October 20, 2021
6:30 p.m.**

Public Hearing Item No. 4A will begin promptly at 7:00 p.m.

ASSEMBLY BILL NO. 361

These meetings will be conducted pursuant to Government Code § 54953(e) as implemented by City Council Resolution.

Accordingly, Councilmembers will be provided with electronic meeting login information; they will not be physically present at Council Chambers.

Pursuant to City Council resolution, 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 Government Code § 54953(e) and City Council resolution, remote public participation is allowed in the following ways:

Via Email (Written Communications)

Public comment will be accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov. Written communications (if any) will be briefly summarized and include the name of each individual that submitted a comment; the summary will be read via prerecorded video and played during the Public Comment section of the City Council meeting. To view the full text of written communications, please visit www.montereypark.ca.gov/AgendaCenter. All written communications are provided to the City Council and filed as part of the City's administrative record.

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.

STAFF COMMUNICATIONS:

- Introduction of Interim Director of Community & Economic Development – Steve Sizemore
- Recreation and Community Services

[1.] PRESENTATION – None.

[2.] OLD BUSINESS – None.

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

3-A. MINUTES

It is recommended that the City Council consider:

- (1) Approving the minutes from the regular meeting of September 15, 2021; and
- (2) Taking such additional, related, action that may be desirable.

3-B. MONTHLY INVESTMENT REPORT – SEPTEMBER 2021

It is recommended that the City Council consider:

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

3-C. WAIVE FURTHER READING AND ADOPT AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (DA-21-XX) BY AND BETWEEN THE CITY OF MONTEREY PARK AND RYKADAN 005, LLC. ENACTING THE BUSINESS RECOVERY DEVELOPMENT ZONE (BRDZ) OVERLAY ZONE PERMITTING AND DEVELOPMENT OF A 509,295 SQUARE FOOT MULTI STORY MIXED USE RESIDENTIAL/COMMERCIAL PROJECT OVER THREE SUBTERRANEAN PARKING LEVELS LOCATED AT 114 E. GARVEY AVENUE

It is recommended that the City Council consider:

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

3-D. PUBLIC HEARING FOR CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA CONFIRMING THE 2021 ANNUAL REPORT AND THE LEVY OF ASSESSMENTS FOR DOWNTOWN BUSINESS IMPROVEMENT DISTRICT NO. 1 FOR PROGRAM YEAR 2022

It is recommended that the City Council consider:

- (1) Receiving and filing the 2018 Annual Report with the City Clerk;
- (2) Adopting the Resolution of Intent and set the Public Hearing for November 17, 2021, for consideration of the 2022 BID assessments and
- (3) Taking such additional, related, action that may be desirable.

3-E. APPROVAL OF RESPONSE LETTER TO THE LOS ANGELES COUNTY CIVIL GRAND JURY'S REPORT ENTITLED "A DIET FOR LANDFILLS: CUTTING DOWN ON FOOD WASTE"

It is recommended that the City Council consider:

- (1) Adopting the resolution approving the City of Monterey Park's response letter to the Los Angeles County Civil Grand Jury's report entitled "A Diet for Landfills: Cutting Down on Food Waste"; and
- (2) Taking such additional, related, action that may be desirable.

3-F. RESOLUTION DECLARING THE MONTH OF NOVEMBER AS "MOVEMBER" TO RAISE AWARENESS TO PROSTATE AND OTHER MALE CANCERS

It is recommended that the City Council consider:

- (1) Adopt Resolution declaring the month of November as "Movember"; and
- (2) Taking such additional, related, action that may be desirable.

3-G. TREE MEMORIAL PROGRAM NOMINATIONS

It is recommended that the City Council consider:

- (1) Approving to honor William R. Sanchez with a memorial tree; and
- (2) Approving to honor John C. Thompson with a memorial tree; and
- (3) Taking such additional, related, action that may be desirable.

[4.] PUBLIC HEARING

4-A. PUBLIC HEARING TO RECEIVE TESTIMONY REGARDING REDRAWING COUNCIL DISTRICT BOUNDARIES PURSUANT TO ELECTIONS CODE § 21601

It is recommended that the City Council consider:

- (1) Conducting a Public Hearing to receive testimony on redrawing council district boundaries pursuant to Elections Code § 21601;
- (2) Providing direction regarding whether to choose Option A – to accept the existing council district map **OR** Option B - redrawing of council district boundaries pursuant to Elections Code § 21601; and
- (3) Receiving and filing the mayoral rotation schedule or provide direction regarding the mayoral schedule
- (4) Taking such additional, related, action that may be desirable.

[5.] NEW BUSINESS – None.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

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

ADJOURN



City Council Staff Report

DATE: October 20, 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 consider:

1. Approving the minutes from the regular meeting of September 15, 2021; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

A blue ink signature of Vincent D. Chang, written in a cursive style.

Vincent D. Chang
City Clerk

Prepared by:

A blue ink signature of Viridiana Martinez, written in a cursive style.

Viridiana Martinez
Senior Clerk Typist

Approved By:

A blue ink signature of Ron Bow, written in a cursive style.

Ron Bow
City Manager

ATTACHMENT(S):

1. Draft Minutes

ATTACHMENT 1

Draft Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SEPTEMBER 15, 2021**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), and the Geological Hazard Abatement District (GHAD) of the City of Monterey Park held a Regular Teleconference Meeting via Zoom on Wednesday, September 15, 2021 at 6:30 p.m. The regular meeting was conducted pursuant to Section 3 of Executive Order No. N-29-20 issued on March 17, 2020. Accordingly, Council Members were provided a meeting login number and conference call number and were not physically present at Council Chambers.

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

PUBLIC PARTICIPATION

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

Via Email

Public comment will be accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov. Written communications (if any) will be briefly summarized and include the name of each individual that submitted a comment; the summary will be read via prerecorded video and played during the Public Comment section of the City Council meeting. To view the full text of written communications, please visit www.montereypark.ca.gov/AgendaCenter. All written communications are provided to the City Council and filed as part of the City's administrative record.

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for speakers. As part of the virtual meeting protocols, anonymous persons will not be allowed to provide public comment.

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

CALL TO ORDER:

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

FLAG SALUTE:

Mayor Yiu led the Flag Salute.

ROLL CALL:

City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Hans Liang, Henry Lo, Fred Sornoso,
Yvonne Yiu

Council Members Absent: None

ALSO PRESENT: City Manager Ron Bow, City Attorney Karl Berger, City Treasurer Joseph Leon, Assistant City Manager Inez Alvarez, Fire Chief Matt Hallock, Police Chief Kelly Gordon, City Librarian Diana Garcia, Director of Human Resources & Risk Management Christine Tomikawa, Director of Management Services Martha Garcia, Director of Public Works Frank Lopez, Director of Recreation & Community Services Robert Aguirre, Financial Services Manager Harry Wong, Economic Development Manager Joseph Torres, Water Utility Manager Richard Gonzales, Deputy City Attorney Joaquin Vazquez, Acting City Planner Jon Turner, Deputy City Clerk Cindy Trang, Assistant Deputy City Clerk Helena Cho, Community Communications Coordinator Randy Ishino

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

PUBLIC COMMUNICATIONS

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

- Martha Garcia, Director of Management Services, informed the City Council of the phase completion of the City's new enterprise resource system, Tyler Munis. She announced that by Monday, October 4th the Monterey Park finance transparency module will be available to the public on the City website.

1. **PRESENTATION** - None

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 approved and adopted Agenda Items Nos. 3A, 3B, 3F, and 3G on the Consent Calendar, excluding Agenda Items Nos. 3C, 3D, and 3E which were pulled for discussion and separate motion reading resolutions and ordinances by the title only and waiving further reading thereof.

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

3A. MINUTES

Approve the minutes from the regular and special meetings of August 4, 2021 and August 18, 2021.

Action Taken: The City Council (and the City Council acting on behalf of the Successor Agency and the Financing Board of Directors) approved the minutes from the regular and special meetings of August 4, 2021 and August 18, 2021 on Consent Calendar.

3B. MONTHLY INVESTMENT REPORT – AUGUST 2021

As of August 31, 2021 invested funds for the City of Monterey Park is \$87,976,569.03.

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

3C. A RESOLUTION APPROVING APPLICATION(S) AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE, AND APPROPRIATE GRANT FUNDS FOR CITY COUNCIL OF MONTEREY PARK FOR PER CAPITA GRANT FUNDS

The California Department of Parks and Recreation Proposition 68 Per Capita Program was approved by California voters on June 5, 2018, to fund local park rehabilitation, creation, and improvement through grants to local governments on a per-capita basis.

The Prop 68 Per Capita program provides an opportunity for the City to rehabilitate existing infrastructure and address deficiencies in disadvantaged neighborhoods. The City of Monterey Park is eligible to apply for funds in two programs, the General Per Capita which has a maximum of \$177,952 available and the Urban County Per Capita program which has a maximum of \$38,040 available to the City.

A resolution is a requirement for applications to apply for per capita grant funds and therefore City staff recommends the adoption of said resolution.

Action Taken: The City Council adopted Resolution No. 12269 authorizing the City Manager, or designee, to apply and receive grant funds from the Proposition 68 Per Capita Program.

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

Resolution No. 12269, entitled:

A RESOLUTION APPROVING APPLICATION(S) AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE, AND APPROPRIATE GRANT FUNDS FOR CITY COUNCIL OF MONTEREY PARK FOR PER CAPITA GRANT FUNDS

3-D. REQUESTING CITY COUNCIL TO AUTHORIZE THE EXTENSION OF THE SUB-LEASEHOLD AGREEMENT BETWEEN CASUDA CANYON RESTAURANT AND VERIZON WIRELESS IN A PORTION OF THE CITY PROPERTY LOCATED AT 3500 WEST RAMONA BOULEVARD, MONTEREY PARK FOR THE PURPOSE OF IMPROVING THE TELECOMMUNICATION FACILITY OPERATED BY VERIZON WIRELESS

Casuda Canyon Restaurant holds a leasehold interest in a portion of the City property located at 3500 West Ramona Boulevard Monterey Park, under a Master Lease Agreement dated October 7, 1970. Casuda Canyon, in turn, holds a Sub-leasehold agreement with Verizon Wireless dated November 16, 1991, within the Casuda property to install, maintain, and operate a telecommunications facility.

Casuda Canyon Restaurant would like to extend the Sub-leasehold with Verizon Wireless for two additional terms of five years each. However, according to the Master Lease Agreement, Casuda Canyon Restaurant may not extend the Sub-leasehold without the City's consent.

If the City Council extends the Sub-leasehold, Verizon Wireless will improve the existing telecommunications facility described and depicted in Exhibit A and subject to Verizon Wireless's obtaining all certificates, permits, and other approvals required by City, state, or federal authorities for the improvements

Action Taken: The City Council authorized the City Manager's consent for Casuda Canyon Restaurant to extend its Sub-leasehold with Verizon Wireless for two additional terms of five years each for the purpose of improving Verizon's telecommunications facility located in the Casuda property within the City property on 3500 West Ramona in Monterey Park.

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

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

3-E. REPLACEMENT OF TWO FIRE DEPARTMENT VEHICLES (FIRE CHIEF'S AND DIVISION CHIEF'S VEHICLES)

The Fire Department has two vehicles that need to be replaced. The Fire Chiefs vehicle is a 2014 Chevy Tahoe SUV with over 160,000 miles on the odometer. This vehicle will replace the current Arson Vehicle which is a 2003 Chevrolet Tahoe with 145,825 miles. The mileage combined with frequent use create a high probability of maintenance issues and therefore a lack of dependability. The reallocation of this vehicle with a 2022 Ford Super Duty F-250 SRW will ensure the Department and the Fire Chief have a reliable command vehicle. The total cost to purchase the new vehicle is \$52,300.82.

The second vehicle is utilized by the on-duty Division Chief. It is a 2009 Chevrolet Suburban. The vehicle will replace the current reserve command vehicle which is a 1999 Chevrolet Suburban with 60,255 miles on the odometer. The 1999 Chevrolet Suburban is the current reserve command vehicle which is in constant need of repair and maintenance. When the frontline command vehicle is deployed statewide (as it currently is) on a mutual aid strike team assignment, the reserve command vehicle is placed into service. The total cost to reallocate the 2009 Chevrolet Suburban to reserve status and replace with a 2022 Ford Super Duty F-350 SRW is \$157,103.08, which includes the necessary equipment for emergency operations.

Action Taken: The City Council authorized the Fire Department (Department) to purchase two new vehicles under the State of California Cooperative Purchase Agreement without bidding requirement pursuant to MPMC § 3.20.050(4) for a total amount of \$209,403.90 (Account No. 3633201-5221).

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

Ayes: Council Members: Chan, Liang, Sornoso, Lo, Yiu

Noes: Council Members: None

Absent: Council Members: None

Abstain: Council Members: None

3-F. WAIVE FURTHER READING AND ADOPT AN ORDINANCE AMENDING CHAPTER 21.34 OF THE MONTEREY PARK MUNICIPAL CODE REGARDING THE INSTALLATION OF WIRELESS TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY, AND AMENDING § 9.66.010 REGARDING REGULATING INTERFERENCE WITH RADIO COMMUNICATIONS

The first reading and introduction of the Ordinance took place at the September 1, 2021 City Council meeting. The original staff report from the September 1, 2021 meeting 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 if approved.

Action Taken: The City Council waived further reading and adopted Ordinance No. 2213 amending Chapter 21.34 of the Monterey Park Municipal Code ("MPMC") regulating installation of wireless telecommunications facilities in the public rights-of-way and amending MPMC §9.66.010 regulating interference with radio communications on Consent Calendar.

Ordinance No. 2213, entitled:

AN ORDINANCE AMENDING CHAPTER 21.34 OF THE MONTEREY PARK MUNICIPAL CODE ("MPMC") REGARDING INSTALLATION OF WIRELESS TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY AND AMENDING MPMC § 9.66.010 REGULATING INTERFERENCE WITH RADIO COMMUNICATIONS

3-G. WAIVE FURTHER READING AND ADOPT AN ORDINANCE ENACTING WATER CONSERVATION MEASURES AND REQUIREMENTS THAT ADDS MONTEREY PARK MUNICIPAL CODE CHAPTER 14.25

The Ordinance was introduced and received first reading at the September 1, 2021 City Council meeting. The original staff report from the September 1, 2021 meeting is attached to the staff report for reference. Second reading and adoption of this Ordinance is recommended. If adopted, Ordinance will take effect in 30 days.

Action Taken: The City Council waived the second reading and adopted Ordinance No. 2214 amending the Monterey Park Municipal Code (“MPMC”) to add Chapter 14.25 that enacts water conservation regulations on Consent Calendar.

Ordinance No. 2214, entitled:

AN ORDINANCE ADDING A NEW CHAPTER 14.25 ENTITLED “WATER CONSERVATION REGULATIONS” AUTHORIZING THE CITY COUNCIL TO DECLARE DROUGHT EMERGENCIES IN VARIOUS STAGES AND IMPOSING DIFFERENT CONSERVATION REQUIREMENTS IN RESPONSE TO SUCH EMERGENCIES

4. PUBLIC HEARING

4-A. CONTINUATION OF PUBLIC HEARING REGARDING MODIFYING PRECISE PLAN (PP-14-02) CONDITIONS OF APPROVAL FOR A HOTEL LOCATED AT 555 N. ATLANTIC BOULEVARD

The Applicant seeks to modify its Precise Plan (“PP-14-02”) for the Courtyard at Marriott hotel. Specifically, the application seeks to amend Conditions of Approval Nos. 37 and No. 39 of Planning Commission Resolution No. 06-15. At this time, staff is requesting that the item be continued to November 3, 2021.

Action Taken: The City Council continued the public hearing originally noticed for August 18, 2021 to November 3, 2021.

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

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

4-B. ADOPTION OF A RESOLUTION UPDATING USER FEES AND CHARGES

The last Master Fees were adopted on August 5, 2015. The fees established by the August 2015 Resolution were automatically adjusted on an annual basis on July 1 of each year by applying the percent change of the Los Angeles Area of Consumer Price Index (CPI) for All Urban Consumers for the prior 12-month period ending on April 30 to the City’s costs for administering the services. The attached Resolution for City Council consideration is to adopt all user fees – both existing fees and new fees provided to the City Council during the public hearing process.

Action Taken: The City Council opened the public hearing at 7:01 p.m. updating Master Fees and Charges; and closed the public hearing at 7:13 p.m, with no registered speakers; and adopted Resolution No. 12270 for Citywide user fees and charges.

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

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

Resolution No. 12270, entitled:

A RESOLUTION ADOPTING A FEE SCHEDULE TO RECOVER COSTS INCURRED FROM PROVIDING VARIOUS PUBLIC SERVICES

4-C. MONTEREY PARK GEOLOGIC HAZARD ABATEMENT DISTRICT (“MPK GHAD”)

Formation of the MPK GHAD will help ensure that the hillside improvements required for the Good Views development project are constructed, maintained, and repaired at the cost of property owners located within the MPK GHAD jurisdiction.

CEQA (California Environmental Quality Act):

Formation of the proposed MPK GHAD was reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq.; “CEQA”) and the regulations promulgated there under (14 California Code of Regulations §§ 15000, et seq.; the “CEQA Guidelines”). Forming the MPK GHAD is exempt from further environmental review because it establishes rules and procedures for operation of existing facilities; minor temporary use of land; minor alterations in land use; new construction of small structures; and minor structures accessory to existing commercial facilities. This action, therefore, is categorically exempt from further CEQA review under CEQA Guidelines §§15301; 15303, 15304(e); 15305; and 15311. Further, forming the MPK GHAD is also exempt from review under CEQA pursuant to CEQA Guidelines § 15061(b)(3) because this Resolution is for establishing a new public entity. It can be seen with certainty that there is no possibility that formation of the MPK GHAD may have a significant effect on the environment. Individual projects considered by the MPK GHAD will each be separately subject to an environmental assessment. Finally, forming the MPK GHAD is exempt from further review pursuant to CEQA Guidelines § 15269(a) because forming the MPK GHAD is an action taken to protect public and private property and necessary to maintain services essential to the public, health and welfare (see *Ca/Beach Advocates v. City of Solana*

Beach (2002) 103 Cal.App.4th 529: CEQA findings regarding an anticipated imminent emergency are valid).

Public Speakers:

- City Clerk Chang received, filed, and played a prerecorded audio of a written communication received from Karrie On, an attorney representing Center Int'l Investments acknowledging and committing to cooperate with the City regarding Monterey Park Geologic Hazard Abatement District.

Action Taken: The City Council (1) opened the public hearing at 7:17 p.m.; (2) received documentary and testimonial evidence; (3) closed the public hearing at 7:22 p.m.; (4) adopted Resolution No. 12271 forming the MPK GHAD (Exhibit A); (5) as the GHAD Board of Directors, adopted Resolution No. MPK GHAD-1 adopting the Plan of Control, appointing officers, adopting rules and setting a public hearing on a proposed assessment (Exhibit B); (6) adopted Resolution No. MPK GHAD-2, ordering the installation of the maintenance activities and reimbursement (Exhibit C) and setting a public hearing for November 3, 2021 to consider imposition of assessments.

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

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

Resolution NO. 12271, entitled:

A RESOLUTION FORMING THE MONTEREY PARK GEOLOGICAL HAZARD ABATEMENT DISTRICT (MPK GHAD) AND APPOINTING THE CITY COUNCIL AS THE BOARD OF DIRECTORS FOR THE MPK GHAD IN ACCORDANCE WITH PUBLIC RESOURCES CODE § 26567

Resolution No. MPK GHAD-1, entitled:

A RESOLUTION ADOPTING THE PLAN OF CONTROL; APPOINTING OFFICERS; ADOPTING RULES; ANNOUNCING INTENT TO ORDER AN ASSESSMENT; AND SETTING A PUBLIC HEARING ON A PROPOSED ASSESSMENT

Resolution No. MPK GHAD-2, entitled:

A RESOLUTION ORDERING THE INSTALLATION OF GEOLOGIC STABILIZATION MEASURES AND DRAINAGE IMPROVEMENTS AND THE REIMBURSEMENT THEREOF

5. NEW BUSINESS

5-A 2020-2021 ANNUAL INVESTMENT REPORT

The City's Investment Policy requires an annual investment report and a statement of investment policy to be submitted to the City Council for review within 60 days of the fiscal year-end. The attached annual report shows that all investment activities during 2020-21 were conducted according to the City's Investment Policy.

Action Taken: The City Council received and filed the 2020-21 Annual Investment report; and adopted Resolution No. 12272/SA-182 authorizing the Treasurer to implement the City's Investment Policy for FY 2021-22.

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

Ayes: Council Members: Chan, Liang, Sornoso, Lo, Yiu

Noes: Council Members: None

Absent: Council Members: None

Abstain: Council Members: None

Resolution No. 12272/SA-182, entitled:

A JOINT RESOLUTION OF THE CITY OF MONTEREY PARK AND SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY ADOPTING AN INVESTMENT POLICY AND AUTHORIZING THE TREASURER TO IMPLEMENT THE POLICY

6. CITY COMMUNICATIONS (CITY COUNCIL)

Council Member Chan reported that he attended the Patriot Day 9/11 Community Moment of Silence & Reflection event, as well as attending the ribbon cutting ceremony for the new Fire Station 62. He thanked City, Police, and Fire staff for putting together a safe event that followed all COVID protocols. He stated that Congresswomen Judy Chu put together a congressional record for Bill Sanchez, resident and oldest living American Legion 397 member. He requested that City staff put together a Tree Memorial event for both Bill Sanchez and Johnny Thompson. He commented that both these men were important to the community and he would like to commemorate them.

Council Member Liang reported that he attended the Patriot Day 9/11 Community Moment of Silence & Reflection event. He commended all City Staff, the Fire Chief, Police Chief, and first responders for a dignified event. He said he was proud to be part of the ceremony and proud of the City for putting it together. He also attended the ribbon cutting ceremony at Station 61 and thanked everyone who contributed to its success.

Council Member Sornoso reminded the community that Saturday, September 18, 2021, is the Monterey Park Community Clean Drop-Off Event. He encouraged residents to participate in keeping the community clean by dropping off any bulky items, furniture, mattresses, or appliances.

Mayor Yiu appointed Elizabeth Yang to the Business Improvement District Advisory Committee. She reported that she attended the Patriot Day 9/11 Community Moment of Silence & Reflection event, as well as the ribbon cutting ceremony for Station 62.

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 8:03 p.m.

Vincent D. Chang
City Clerk



City Council Staff Report

DATE: October 20, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3B

TO: The Honorable Mayor and City Council
FROM: Joseph Leon, City Treasurer
SUBJECT: Monthly Investment Report – September 2021

RECOMMENDATION:

It is recommended that the City Council consider:

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

EXECUTIVE SUMMARY:

As of September 30, 2021 invested funds for the City of Monterey Park is \$84,956,569.03.

BACKGROUND:

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

Respectfully submitted by:



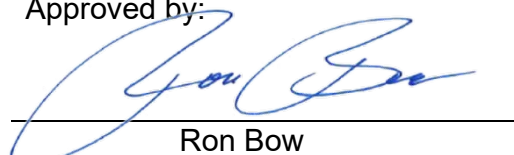
Joseph Leon
City Treasurer

Prepared by:



Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

ATTACHMENT(S)

1. Monthly Investment Report

Attachment 1

Monthly Investment Report

**CITY OF MONTEREY PARK
INVESTMENT REPORT
SEPTEMBER 30, 2021**

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 9/30/2021 **\$ 84,956,569.03**

INVESTMENT COMPOSITION

(1) <u>LA COUNTY POOLED INVESTMENT FUND</u> (See Schedule A for LA County Pool Composition)	ON DEMAND	0.520%	<u>\$ 37,738,626.14</u>
(2) <u>LOCAL AGENCY INVESTMENT FUND</u>	ON DEMAND	0.220%	<u>\$ 44,762,942.89</u>

	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	
(3) <u>CERTIFICATES OF DEPOSIT</u>				
1 PREFERRED BANK	09/03/20	09/03/21	0.76%	100,000
2 PREFERRED BANK	09/08/20	09/08/21	0.76%	150,000
3 MORGAN STANLEY BANK	02/27/20	02/28/22	1.70%	245,000
4 MORGAN STANLEY PRIVATE BANK	02/27/20	02/28/22	1.70%	245,000
5 AMERICAN FIRST CREDIT UNION	03/06/20	03/07/22	1.60%	245,000
6 SALLIE MAE BANK	08/11/21	08/12/24	0.70%	245,000
7 GOLDMAN SACHS BANK	08/11/21	08/12/24	0.60%	245,000
8 TOYOTA FINANCIAL SAVINGS BANK	09/16/21	09/16/24	0.65%	245,000
9 BMW BANK NORTH AMERICA	09/17/21	09/17/24	0.65%	245,000
10 SYNCHRONY BANK	09/17/21	09/17/24	0.65%	245,000
11 UBS BANK USA	09/22/21	09/23/24	0.65%	245,000
<i>Total CDs (11)</i>			0.947%	<u>\$ 1,475,000.00</u>

OTHER INFORMATION:

BANK BALANCE: ⁽¹⁾ **\$ 4,558,130.49**

AVERAGE MATURITY DAYS **21**

AVERAGE INTEREST RATE FOR THE MONTH **0.374%**

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

INTEREST EARNINGS FOR 1ST QUARTER 2021-2022 (ESTIMATED) **\$80,496**

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

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

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

SCHEDULE A

<u>PORTFOLIO PROFILE</u>	<u>Pooled Surplus Investments</u>	<u>Specific Purpose Investments</u>
Inventory Balance at 08/31/21		
At Cost	\$ 37,443,436,894	\$ 117,081,527
At Market	\$ 37,318,204,925	\$ 118,997,231
Repurchase Agreements	\$ -	\$ -
Reverse Repurchase Agreements	\$ -	\$ -
Composition by Security Type:		
Certificates of Deposit	2.94%	0.00%
United States Government and Agency Obligations	72.38%	62.70%
Bankers Acceptances	0.00%	0.00%
Commercial Paper	24.38%	0.00%
Municipal Obligations	0.08%	2.73%
Corporate and Deposit Notes	0.22%	0.00%
Repurchase Agreements	0.00%	0.00%
Asset-Backed	0.00%	0.00%
Other	0.00%	34.57%
1-60 days	42.74%	0.00%
61 days-1 year	18.72%	34.57%
Over 1 year	38.54%	65.43%
Weighted Average Days to Maturity	1,059	



City Council Staff Report

DATE: October 20, 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 Development Agreement (DA-21-XX) by and between the City of Monterey Park and Rykadan 005, LLC. enacting the Business Recovery Development Zone (BRDZ) overlay zone permitting and development of a 509,295 square foot multi story mixed use residential/commercial project over three subterranean parking levels located at 114 E. Garvey Avenue.

RECOMMENDATION:

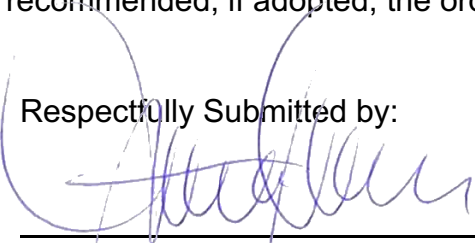
It is recommended that the City Council consider:

1. Waiving the second reading and adopt draft proposed ordinance; or
2. Alternatively, take such additional related action that may be desirable.

EXECUTIVE SUMMARY:

The ordinance was introduced on October 6, 2021. At that meeting, the City Council conducted the first reading of the ordinance. The staff report from the October 6, 2021 meeting is attached for reference. Second reading and adoption of this ordinance is recommended; if adopted, the ordinance will take effect in 30 days.

Respectfully Submitted by:



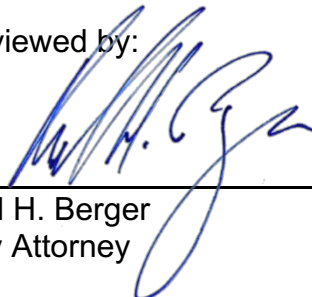
Jon Turner, PE
Acting City Planner

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. Draft Ordinance Development Agreement (DA-21-XX)
2. October 6, 2021, City Council Staff Report

ATTACHMENT 1

Draft Ordinance Development Agreement (DA-21-XX)

ORDINANCE NO. _____

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONTEREY PARK AND RYKADAN 005, LLC, TO FACILITATE DEVELOPMENT OF A MULTI-STORY MIXED USE DEVELOPMENT; AND TO ACTIVATE THE BUSINESS RECOVERY DEVELOPMENT AGREEMENT ZONE (“BRDZ”) IN MONTEREY PARK MUNICIPAL CODE CHAPTER 21.45.

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

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

- A. Rykadan 005, LLC, (“Developer”) proposes to enter into a development agreement with the City of Monterey Park (the “Development Agreement”), which is attached to this Ordinance as Exhibit “A,” and incorporated by reference.
- B. The Development Agreement activates the Business Recovery Development Agreement Zone (“BRDZ”) which allows the Developer to construct a proposed 509,295 square foot multi-story, mixed use facility (the “Project”) on 2.19 acres located at 114 E. Garvey Avenue (the “Property”). The proposed Project was reviewed by the City for, in part, consistency with the General Plan and conformity with the MPMC;
- C. In addition, the City reviewed the Project’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the “CEQA Guidelines”);
- D. The City completed its review and scheduled a public hearing regarding the proposed Project, before the City Council for October 6, 2021. Notice of the public hearing on the proposed Project was posted and mailed as required by the MPMC;
- E. On October 6, 2021, the City Council conducted a public hearing to consider the Project including, without limitation, this Ordinance and the Development Agreement;
- F. The City Council reviewed the proposed project, conditions of approval, and related environmental aspects of the Project as required by the MPMC at the October 6, 2021 public hearing; and

- G. The City Council has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of October 6, 2021; and
- H. This Ordinance, and its findings, are based upon the entire administrative record considered during the October 6, 2021 public hearing including, without limitation, the staff report and accompanying documents.

SECTION 2. Findings. Pursuant to Government Code § 65867.5, the City Council finds the following:

- A. The Development Agreement is consistent with the General Plan of the City of Monterey Park. The Development Agreement furthers the goals of the General Plan and is in the interest of the general community welfare in that the Development Agreement will, among other things, facilitate the development of the subject site that is currently vacant and underutilized, which is consistent with the following General Plan policies:
 - 1. LU Policy 1.1 – to ensure zoning regulations provide flexibility regarding allowed uses.
 - 2. LU Policy 2.1 – to provide flexible and clear development standards to allow commercial, professional, industrial institutional, and hospitality businesses and uses to expand and thrive economically.
 - 3. LU Policy 24.1 – to ensure zoning regulations applicable to Monterey Pass Road corridor permit the range of uses necessary to achieve land use goals and prohibit uses that conflict with those goals, including prohibition of warehousing and truck-related uses.
- B. The Development Agreement also provides certainty in planning and construction as well as orderly development, while providing assurance to the Applicant that it may construct the Project.

SECTION 3. Environmental Review. The City reviewed the Project's environmental impacts under the California Environmental Quality Act (Pub. Res. Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Reg. §§ 15000-15387; the "CEQA Guidelines"). The Project is categorically exempt from additional environmental review pursuant to CEQA Guidelines § 15332 as a Class 32 categorical exemption (In-Fill Development Projects). The Project consists of constructing a multi-story, mixed use facility on six adjacent, vacant parcels totaling 2.19 acre. Other than activating the BRDZ via the Development Agreement, there are no proposed changes to the General Plan nor the zoning. The Project site has no value as habitat for endangered, rare or threatened species. The technical studies prepared for the Project demonstrate there will not be any significant environmental effects relating to

traffic, noise, air quality, or water quality. Finally, the Project can be adequately served by all required utilities and public services.

SECTION 4. *Notice of Determination.* The City Manager, or designee, is directed to file a notice of determination in accordance with CEQA §§ 21152, 21167(f); CEQA Guidelines § 15094; and any other applicable law.

SECTION 5. *General Plan and Zoning.* The proposed project conforms to the Monterey Park General Plan, as set forth in Section 2. In addition, the proposed Project results in the development of a 509,295 square foot multi-story, mixed use facility on an underutilized parcel which is topographically constrained within the city and includes provisions intended to ensure that such development will be of high-quality architecture.

SECTION 6. *Public Benefits.* The Development Agreement provides for public benefits including, without limitation:

- A. Development of a topographically challenged, and high-visibility vacant site at the intersection of Garvey Avenue and Garfield Avenue. The site has been vacant for many years.
- B. Generation of retail sales tax and property tax.
- C. Improvement of the public right-of-way on Garvey Avenue and Garfield Avenue.
- D. Construction and Improvement of pedestrian and disabled access at the intersection of Garvey Avenue and Garfield Avenue.
- E. Traffic related improvements at four adjacent areas. Including parking for the development onsite.
- F. Providing a public gathering space, mixed housing types and unit sizes that contribute to residential uses downtown.
- G. An in-lieu fee of \$302,091.95 that may be utilized by the City for off-site stormwater low impact development improvements in accordance with the MS4 permit.

SECTION 7. *Incorporation of Development Agreement; Changes; Execution.* In accordance with Government Code §§ 65864, *et seq.* this Ordinance approves the Development Agreement in substantially the form attached as Exhibit "A," and incorporated into this Ordinance by reference.

- A. The DA may be changed before execution as authorized by the City Council during the public hearings for the Project.

B. The DA may be changed before execution for minor clarifications and technical, clerical, corrections as approved by the City Attorney including, without limitation, completion of references, status of planning approvals, and completion and conformity of all exhibits to the DA.

C. The City Council authorizes the Mayor to execute the DA on the City's behalf in a form approved by the City Attorney. The City Manager, or designee, is authorized to execute amendments or operating memoranda as permitted by the DA, in a form approved by the City Attorney.

SECTION 8. *BRDZ Activation.* Pursuant to MPMC Chapter 21.45, the BRDZ is activated for the Project Site identified in the DA. Combined with the regulations governing the Project Site by the MPMC and this Ordinance, the DA will regulate all land uses on the Project Site.

SECTION 9. *Zone Map Amendment.* Pursuant to MPMC § 21.45.020 (F), the Monterey Park Zoning Map is amended to reflect the BRDZ overlays as set forth in attached Exhibit "B," which is incorporated by reference.

SECTION 10. *Project Conditions.* The conditions of approval attached as Exhibit "C," and incorporated by reference, will regulate the Project (the "Celadon Conditions"). In the event of any conflict between the MPMC, the DA, and this Ordinance, the MPMC and the DA will take precedent over the Celadon Conditions. The Director, as defined in the Celadon Conditions, may administer the Celadon Conditions in accordance with the MPMC.

SECTION 11. *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 12. *Enforceability.* Repeal of any provision of the Monterey Park Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 13. *Reliance on Record.* Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the 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 14. *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are 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 15. *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 16. *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 17. *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 18. *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 19. *Effective Date.* This Ordinance becomes effective on the 30th day following its passage and adoption.

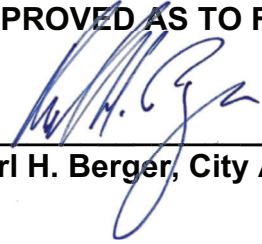
ORDINANCE NO. ____ HAD ITS FIRST READING ON OCTOBER 6, 2021, ITS SECOND READING ON OCTOBER 20, 2021, AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTEREY PARK AT ITS REGULAR MEETING OF NOVEMBER 19, 2021.

Yvonne Yiu, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

Exhibit A: Development Agreement 21-XX
Exhibit B: Zone Map Amendment
Exhibit C: Celadon Conditions

Exhibit "A" to Draft Ordinance

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF MONTEREY PARK
320 West Newmark Avenue
Monterey Park, CA 91754

Attention: City Clerk

EXEMPT FROM RECORDER'S FEES

Pursuant to Government Code § 6103

(Space Above For Recorder's Use)

DEVELOPMENT AGREEMENT

By And Among

City of Monterey Park

And

RYKADAN 005, LLC

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this, “Agreement”), effective as of October 6, 2021 (the, “Effective Date”), is entered into by and between (1) the CITY OF MONTEREY PARK, a general law city and municipal corporation (“City”), and (2) RYKADAN 005, LLC, a California limited liability company (“Developer”), as follows:

RECITALS

A. This Agreement is executed with reference to Government Code §§ 65864, *et seq.* (“Development Agreement Statute”). The Development Agreement Statute authorizes the City to enter into binding development agreements with developers having a legal or equitable interest in real property, establishing certain development rights in such property.

B. Pursuant to the Development Agreement Statute, City adopted regulations implementing the Development Agreement Statute as codified in the Monterey Park Municipal Code (“MPMC”).¹ This Agreement was processed and approved in accordance with the MPMC.

C. Developer owns six legal parcels on approximately 2.19-acres located at the southeast corner of the intersection of Garfield Avenue and Garvey Avenue in City as more specifically described in attached Exhibit “A,” which is incorporated herein by this reference (the “Property”). The Property is unimproved. This Agreement is intended to allow for the development of the Property with the Project as defined in Section 1.16 below and Exhibit “D,” which will consist of approximately 151 residential units totaling approximately 170,000 square feet, 7,800 square feet of amenity and lobby space, 43,902 square feet of commercial land uses (e.g., retail and restaurant space), and 16,000 square feet for back of house, trash and other ancillary uses. 509 parking spaces will be provided on three subterranean parking levels and two above-grade levels. The bedroom mix is initially planned to be 1 studio, 27 1-bedroom, 95 2-bedroom and 28 2-bedroom plus den units (the “Residential Units”). The commercial portion of the site will include a retail food establishment use, which will operate similar to a food court or a farmers’ market. Individual vendors will lease spaces within this area, and the remainder of the space will be circulation for visitors/customers and for seating. Alcohol sales will be permitted by individual vendors. As shown on the Site Map, Level 1 includes a food hall, restaurant, and retail spaces, residential lobbies, back of house operations and storage, patio seating, and a main plaza along Garfield Avenue. Level 2 includes a food hall, restaurant, and retail spaces, and a fitness center, and patio seating along Garvey Avenue. Levels 3 through 6 include residential units as follows: 37 units on Level 3, 38 on Level 4, 38 on Level 5, and 38 on Level 6 (the “Project”).

D. City and Developer determined that a development agreement is appropriate for the Project in order to activate the Business Recovery Development Agreement Zone (“BDRZ”).²

E. The City Council determined that the Project will provide certain public benefits to warrant entering into this Agreement. Those benefits are listed in Section 5.1 of this Agreement.

¹ See MPMC Chapter 21.44.

² As codified in MPMC Chapter 21.45.

In addition, this Agreement will facilitate orderly growth and quality development of the Project in conformance with the goals and policies of the Land Use Element of the General Plan.³

F. Developer would not proceed with the Project without City's assurances as set forth in this Agreement. Developer has and will continue to invest substantial money and effort in reliance upon the City's assurances as set forth in this Agreement. Developer acknowledges that the City would not enter into this Agreement without the Developer's assurances as set forth in this Agreement and the anticipated benefits, as described in Section 5.1, to be provided in connection with development of the Project.

G. City has conducted an environmental review of the Project under the California Environmental Quality Act ("CEQA"), Public Resources Code Sections 21000, *et. seq.* and, based on an analysis of the technical studies, determined the Project is categorically exempt as a Class 32, under CEQA Guideline § 15332 ("CEQA Determination") (Exhibit "B").

H. The City Council has given the required notice of its intention to adopt this Agreement and conducted public hearings thereon pursuant to the Development Agreement Statute and MPMC. As required by applicable law, the City Council found the provisions of this Agreement and its purposes are consistent with the goals, policies, standards, and land use designations specified in City's General Plan and will provide for an orderly development of the Project in accordance with the objectives set forth in the General Plan and the MPMC.

I. On October 20, 2021, the City Council adopted the Approving Ordinance (defined below) approving this Agreement and authorizing its execution. That Ordinance became effective on November 19, 2021. Before approving this Agreement, the City Council made certain findings, as set forth in the Approving Ordinance.

J. The term or duration of this Agreement has a commensurate relationship to the benefit(s) provided to the City.

In consideration of the above Recitals and the mutual covenants set forth herein, the City and Developer agree as follows:

ARTICLE 1

DEFINITIONS

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this Agreement. Words and phrases not defined in this Section have the meaning set forth in this Agreement; the MPMC; the Development Agreement Statute; or in common usage.

³ As adopted pursuant to Measure JJ on November 3, 2020.

1.1. “Approving Ordinance” means Ordinance No. 21-XX adopted on October 20, 2021, approving execution of this Agreement.

1.2. “Applicable Rules” means all of the ordinances, rules, regulations and officials policies governing the Project set-forth in Article 3. without limitation, the City’s zoning regulations and building regulations, adopted as of the Effective Date. Among other matters, unless otherwise amended by this Agreement, the Applicable Rules set-forth in Article 3 govern the permitted uses of land, the density or intensity of use, subdivision requirements, setbacks, and development standards, the provision for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property.

1.3. “CEQA” means the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*), and the CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*).

1.4. “City” means the City of Monterey Park and its successors and assigns.

1.5. “City Council” means the City Council of the City of Monterey Park, its governing body.

1.6. “Developer” means, individually, and “Developers” means, collectively, the Parties who have signed this Agreement as Developer, and, subject to the restrictions on assignment set-forth herein, successor Owners.

1.7. “Development Impact Fees” means fees established and adopted pursuant to the Mitigation Fee Act (Government Code §§ 66000, *et seq.*) and the MPMC. Development Impact Fees do not mean or include Processing Fees. The Development Impact Fees to be paid for the Project are set forth in attached Exhibit “E,” which is incorporated by reference.

1.8. “Development Agreement Regulations” means MPMC Chapter 21.44.

1.9. “Development Agreement Statute” means Government Code §§ 65864, *et seq.*

1.10. “Discretionary Action(s)” or “Discretionary Approval(s)” means a City action requiring the exercise of judgment, deliberation, or discretion on the City’s behalf, including that of any board, agency, commission, officer, or employee in the process of approving or disapproving a particular activity, as distinguished from any ministerial activity which merely requires City to determine whether there has been compliance with statutes, ordinances, or regulations.

1.11. “Effective Date” means the effective date of this Agreement and commencement of the Term, which is the date the Approving Ordinance becomes effective under California law.

1.12. “General Plan” means the City of Monterey Park General Plan, as it exists as of the Effective Date.

1.13. “Minor Change” means changes, modifications, or adjustments which are consistent with the overall intent of the Project Approvals and which do not materially alter the overall nature, scope, or design of the Project, including without limitation, minor changes in locations of the Project Buildings or infrastructure, relocation of no more than 30% of the total approved leasable Project Building square footage, the construction, realignment of existing, or provision of additional parking spaces within the building envelope of any Parking Areas, and/or the configuration of internal circulation elements.

1.14. “Party” means, individually, and “Parties” means, collectively, the parties to this Agreement, consisting of City (and its successors and assigns) and the Developer (including, subject to the restrictions on assignment set forth herein, successor Owners).

1.15. “Processing Fees” means all processing fees and charges required by City that are applied uniformly to all construction or development related activity including, without limitation, fees for land use applications, building permit applications, building permits, grading permits, shoring and excavation permits, hauling permits, encroachment permits, demolition permits, subdivision or parcel maps, lot line adjustments, street vacations, inspections, certificates of occupancy, and plan check. Processing Fees does not mean or include Developer Fees.

1.16. “Project” means the development project identified as Celadon” as described in CEQA Determination (Exhibit “B”), and detailed in the Approved Development Plan as shown on attached Exhibit “D,” which are incorporated herein by reference.

1.17. “Project Approvals” means City approvals governing the development of the Project, including this Agreement, as provided for in Ordinance ~~21-XX~~.

1.18. “Property” means the real property described in attached Exhibit “A,” which is incorporated herein by reference.

1.19. “Subsequent Permits” is defined in Section 4.1.1.

1.20. “Uniform Codes” means those Uniform Codes adopted by reference in the MPMC in accordance with Government Code §§ 50022.2, et seq., as required by applicable law including, without limitation, Health and Safety Code § 18944.5 and Title 24 of the California Code of Regulations. The Uniform Codes govern building and construction standards including, without limitation, the building, plumbing, electrical, mechanical, grading, sign, and fire standards.

1.21. “Vested Rules” are defined in Section 3.1.

ARTICLE 2

GENERAL PROVISIONS

2.1. Property Subject to This Development Agreement. This Agreement benefits and encumbers the Property. The Property is to be developed with the Project, i.e., the “Celadon” as defined in Section 1.16.

2.2. Term of Agreement. The Term of this Agreement commences upon the Effective Date and continues in full force and effect for five years pursuant to MPMC § 21.44.020(E), unless terminated earlier by its terms (“Term”).

ARTICLE 3

APPLICABLE RULES, REGULATIONS, AND POLICIES

3.1. Vested Rules. “Vested Rules” mean, collectively, the ordinances, resolutions, rules, regulations, requirements, and official policies of City in effect as of the Effective Date that will govern the following, to the extent applicable to the Property: development agreements; permitted uses; density and building intensity; growth control; zoning designations and regulations; subdivision, improvement, grading, landscaping and signage; design, development, improvement, and construction standards and specifications; standards and requirements for public reservations and dedications, public improvements and facilities; transit, parking, open space, employee housing and other residential housing; standards and requirements for processing of Subsequent Permits (as defined in Section 5.1.1); and, the Project Approvals described in Section 3.3. The Vested Rules do not include: (i) Uniform Codes, or changes thereto from time to time; (ii) Development Impact Fees or fee calculation methods; or (iii) fees imposed by other governmental agencies, whether or not collected by the City on behalf of such agencies. A list of the Vested Rules as of the Effective Date is attached hereto as Exhibit “C,” and incorporated by reference. Unless provided for as part of the Project herein, various Subsequent Permits, such as tentative subdivision maps, grading permits and other use permits, are or may be required in order to implement the development of the Project under the terms of the Vested Rules. In addition, Subsequent Permits, such as a change in zoning standards, may be desirable due to changes in development products or standards or for other reasons during the Term of this Agreement. This Agreement and the vested right to develop are not intended to preclude changes or additions to the Vested Rules which are mutually acceptable. Developer takes notice pursuant to Government Code § 66020(d) that City is imposing exactions upon the Project in accordance with the Mitigation Fee Act (Government Code § 66000, *et seq.*). Developer is informed that it may protest exactions in accordance with Government Code § 66020. Developer knowingly and willingly waives any rights it may have under Government Code § 66020 or any other provision of law to protest the imposition of any fees, dedications, reservations, or exactions imposed on the Project as authorized by this Agreement. Uniform Codes. Section 3.1 does not apply to City’s enforcement of the “Uniform Codes” regulating building or construction standards which will apply to the Project at the time City issues building permits.

3.3. Changes to the Vested Rules. All Subsequent Permits will be processed in accordance with the procedures, standards, and requirements set-forth in the Vested Rules, except to the extent changes to the Vested Rules are proposed by the Subsequent Permit. In that case, the processing of the Subsequent Permit is not subject to the Vested Rules. Any approved Subsequent Permit will be incorporated into (and amend or supplement, as appropriate) the Vested Rules upon adoption by City and approval by the affected Developer. If Developer proposes any amendment or addition to the Vested Rules, then the application therefor will clearly indicate such request, and, if the application is approved by City, then City's action will clearly state the Vested Rules were amended or supplemented. City may consider any such request in its sole discretion. If an amendment or supplement to the Vested Rules is adopted by City other than pursuant to an application by Developer, then it may amend or supplement to the Vested Rules only if the affected Developer approves the same in writing.

3.4. Project Approvals. "Project Approvals" means: (a) this Agreement; (b) the CEQA Determination; (c) any amendments or additions to the Project Approvals and any Subsequent Permits (as defined in Section 4.1.1), which are subsequently issued by City and approved by Developer of the affected Project or portion thereof, in accordance with the procedures described in Section 3.1. The Project Approvals are included in the Vested Rules. The permitted uses, the density or intensity of use, the zoning, the maximum height and size of buildings, the provisions for reservation and dedication of land, and the subdivision or use permit improvement requirements for the Project are set-forth in the Exhibit "D," as supplemented by Subsequent Permits issued in conformance with the Vested Rules, if necessary.

3.5. Vested Right to Develop. During the Term of this Agreement, with regard to the Project listed in Recital C and set-forth in Exhibit "D", as well as the Property legally defined in Exhibit A, Developer is assured, and City agrees, the development rights, obligations, terms and conditions specified in the Project Approvals, the other Vested Rules, and this Agreement are fully vested in Developer and may not be changed or modified by City, whether by administrative action, legislative action, or vote of the electorate, except as may be expressly permitted by and in accordance with the terms and conditions of this Agreement, or as may be expressly consented to by Developer. Developer has the vested right to develop and construct the Project as set-forth in Exhibit "D" on the Property and each portion thereof, in accordance with the Project Approvals, the other Vested Rules, and this Agreement.

3.6. No Conflicting Enactments. Except as provided in Section 3.5 of this Agreement, during the Term of this Agreement, the City will not, without the prior written consent of Developer, do any of the following:

3.6.1 Apply to the Property, or any portion thereof, any change in the Vested Rules or any new or amended rule, ordinance, resolution, regulation, requirement, or official policy which conflicts with or is inconsistent with this Agreement, or which reduces the development rights provided by this Agreement, or which limits or reduces the permitted uses allowed under the Vested Rules, or which discriminates against Developer or the Project or any portion thereof, or which applies only to the Project or a portion thereof;

3.6.2 Apply to the Property any new rule, ordinance, resolution, regulation, requirement, or official policy which requires any additional discretionary review or approval; or

3.6.3 Apply to the Property any new or amended rule, ordinance, resolution, regulation, requirement, or official policy that materially, adversely affects the timing or phasing of construction or development or that limits the availability of utilities, infrastructure, or public services for the Property.

3.7. Term of Project Approvals. To the extent allowed by the Subdivision Map Act, the term of any tentative map approved for any portion of the Property, whether as stated in the existing Project Approvals, or as stated in any subsequent amendment or addition to the Project approvals including, without limitation, any tentative parcel map, tentative map, vesting tentative map, or vesting tentative parcel map, any amendment of any such map, and any subdivision improvement agreement entered into in connection with any of the aforementioned maps, will be automatically extended for the Term of this Agreement. Similarly, the term of any Project Approvals approved for any portion of the Property, whether existing or subsequently approved, will be automatically extended for the Term of this Agreement. In addition, in accordance with Government Code §66452.6, the term of any map or other Project Approval will be extended for a period equal to any period of time during which: (a) a development moratorium exists including, without limitation, a water or wastewater moratorium, or the actions of public agencies (other than City) that regulate land uses, development or the provision of services to the Property, that prevents, prohibits, or delays the construction of the Project; or (b) a lawsuit involving any development approvals or permits for the Project is pending. A development moratorium adopted or implemented by City does not apply to the Property, as further described in Section 3.8.

3.8. Initiatives/Referendum. Any law enacted or imposed after the Effective Date by initiative or referendum, or by the City Council, directly or indirectly, in connection with any proposed initiative or referendum, which law would conflict with the vested rights to develop granted to Developer under this Agreement will, to the maximum extent permitted by law, not apply to the Property.

3.9. Moratoria; Growth Control Measures. Developer's rights to develop the Property in conformance with the Vested Rights under this Agreement prevails over any growth control measure or development moratorium adopted or implemented by City after the Effective Date, whether adopted specifically to prohibit construction of the Project or any portion thereof, or as an interim measure during the processing of contemplated General Plan, Specific Plan, or zoning changes, or as a general growth control management measure.

3.10. Effect of Inconsistent State or Federal Laws. This Agreement may be modified or suspended as may be necessary to comply with the State of California or Federal legislation, case law, codes, or regulations enacted/issued after the Effective Date, which preempt local jurisdiction and which prevent or preclude compliance with one or more provisions of this Agreement; provided, however, that such modification or suspension will be made to the minimum extent necessary and only after the Parties have met and conferred in good faith to determine the

feasibility of such modification or suspension and to minimize its effect on the rights of the Parties and fulfillment of the purposes and intent of this Agreement. The Parties will cooperate to process applications for any City or governmental approvals which may be required as a result of any such modification or suspension of this Agreement.

3.11. Public Works. Developer must construct any facilities or improvements that will be dedicated to City or any other governmental agency upon completion in the same manner and to the same standards as would be applicable to City or such other governmental agency should it have undertaken construction.

3.12. Business Recovery Development Agreement Zone (“BRDZ”). This Agreement is intended to activate the BRDZ as set forth in the MPMC. Pursuant to MPMC Chapter 21.45, this Agreement allows for the following:

3.12.1 Land Uses. MPMC § 21.10.020(C), and Table 21.10 (A) Mixed Uses (Residential & Commercial).

3.12.2 Development Standards. Per MPMC § 21.45.020€ and this Agreement. To the extent of any conflict, this Agreement governs.

ARTICLE 4

PROCESSING OF SUBSEQUENT PERMITS AND APPROVALS

4.1. Subsequent Permits.

4.1.1 Defined. “Subsequent Permits” means the land use, development, and building approvals which are to be processed for approval by City ministerially and which are necessary or appropriate in order to develop the Project in accordance with the Vested Rules, the Project Approvals, and this Agreement including, without limitation, zone changes, master plans or amendments thereto, any and all permits and/or approvals that are part of development maps, subdivision improvements plans and agreements, design review, site plans, landscape plans, preliminary grading plans, grading plans and permits, building plans and permits, and environmental determinations. The Subsequent Permits include any permits and approvals required to complete the infrastructure and improvements necessary to develop the Property (collectively, the “Improvements”), in accordance with this Agreement and the Vested Rules including, without limitation, those related to: (a) clearing the Property; (b) preliminary grading or grading of the Property; (c) construction of roads and storm drainage facilities; (d) construction of all residential and commercial structures and all structures and facilities accessory thereto, subject to the limitations set forth in this Agreement. The grant of vested rights to Developer pursuant to this Agreement does not waive or remove any requirement to process and obtain Subsequent Permits for the Project, to the extent required under the Vested Rules and not part of the Project Approvals.

4.1.2 Standard of Review. City agrees applications for Subsequent Permits will be processed in good-faith and expeditiously, as well as granted on terms and conditions in conformance with this Agreement, the Project Approvals, and the Vested Rules. In the event any conflict arises between the terms and conditions of a Subsequent Permit and this Agreement, the provisions of this Agreement prevail unless otherwise agreed to in writing by the City and the affected Developer.

4.2. Processing. Subject to compliance with the Vested Rules and other applicable laws, the Subsequent Permits will be reviewed, processed, and acted upon by City ministerially and without the need for any further public hearings, provided that: (a) applications for such approvals are submitted to City during the Term of this Agreement; (b) the applications are deemed complete pursuant to the Vested Rules; and (c) there is no uncured Event of Default under the terms and conditions of this Agreement with respect to the portion of the Property for which such approval is sought. City agrees it will not unreasonably withhold or unreasonably condition any Subsequent Permits that may be issued by City in order for the Project to proceed, provided that Developer reasonably and satisfactorily complies with all preliminary procedures, actions, payments of Processing Fees, and criteria generally required of developers by City for processing applications for developments and consistent with this Agreement.

4.3. Development Fees. Due to the consideration and benefits as described in Section 5.1, the following apply to the development fees described below:

4.3.1 Permit Fees. If a Subsequent Permit requires any significant change to the Project, then any additional Permit Fees must meet all applicable nexus and rough proportionality requirements under State and Federal law. Permit Fees will be payable in an amount and at the time established by City's fee schedule at the time of issuance of any Subsequent Permits. Any credits applicable to Permit Fees to which any portion of the Project is entitled as a result of construction may be transferred to any other portion of the Project and applied to reduce future Permit Fees that become payable provided that this Agreement does not, by itself, entitle Developer to any such credits.

4.3.2 Development Impact Fees. Developer will pay fees established and adopted pursuant to the Mitigation Fee Act (Government Code §§ 66000, *et seq.*) and the MPMC, as detailed in Exhibit "E."

4.3.3 Application Processing Fees. Developer must pay the Application Processing Fees in effect on the date the City Council approves this Development Agreement.

4.4. Other Local, State, Federal Approvals. The Parties contemplate that development of the Project pursuant to this Agreement may be subject to the approval of other governmental agencies. If so, the Parties will act in good faith and use reasonable effort and diligence to process and obtain such approvals in a manner and on terms and conditions that are consistent with, and implement, the Project Approvals, the Vested Rules, and this Agreement. If any revisions or corrections of the plans for Project Approvals approved by City are required by any other governmental agency, then the Parties will cooperate reasonably and in good-faith to develop a mutually acceptable solution.

ARTICLE 5

PUBLIC BENEFITS

5.1. Public Benefits. The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations set-forth herein is material consideration for City's agreement to perform and abide by the covenants set-forth herein, including without limitation the following specific public benefits for this Agreement:

5.1.1 Providing a major public gathering space located adjacent to the sidewalk with ample pedestrian amenities, which result in open space which promotes public activity. In particular, the Project creates an area that will encourage pedestrian movement along the Project's frontages, and an attractive plaza will mark the central entrance on Garfield Avenue. The plaza will accommodate a grand stair and escalator leading visitors to the second-floor plaza activated by commercial offerings.

5.1.2 Providing major transit improvements including an increase in sidewalk width at bus stops, new transit shelter, bicycle racks, special decorative paving, pedestrian lighting and other pedestrian amenities. In particular, the Project replaces sidewalks of five feet with pedestrian realms twelve to fifteen feet wide between the face of the curb of each major arterial street and the face of the building, which will include parkways, sidewalk, landscape areas as well as street trees, street furniture, and bus stop facilities. Additionally, the Project will participate based on its pro-rata share in the cost of operating the dash service identified in the pedestrian linkages plan.

5.1.3 Providing housing types and unit sizes that contributes to a wide variety of residential products in downtown. The Project will offer studio, one, two, and two-plus bedroom rental units. The offering is consistent with the previously approved precise plan.

5.1.4 Providing all parking for the retail and residential uses in the Project, as well as the loading/unloading areas, within a single structure. The Project provides for a single structure with three levels below grade and the loading / unloading area being shielded within the structure from public view.

5.1.5 Including key commercial tenants or unique tenants that will encourage nighttime use of the area. This is consistent with the Land-Use Element of City's General Plan.

5.1.6 Providing landscaped open space areas for the residential section of the Project. In particular, the Project provides a large, landscaped courtyard to enhance the residential living areas and provide ample open space for recreational amenities including an outdoor pool, fitness program, and community spaces for the residents of the complex. These amenities/services will assist in reducing traffic by residents and assist in fulfilling the goals of the pedestrian linkages plan.

5.1.7 Providing wireless internet and communication facilities that will help make the complex a public gathering place by allowing for both recreational and business needs of today's public.

5.1.8 Providing significant public right-of-way to facilitate the pedestrian flow for the core downtown area.

5.1.9 Generation of significant retail sales tax and property taxes to City.

5.1.10 Payment of an in-lieu fee directly to City in the amount of Three Hundred Two Thousand Ninety-One Dollars and Ninety-Five cents (\$302,091.95) upon issuance of the building permit for the new buildings to cover the cost of the design and construction of an equivalent MS4 compliant infiltration project in City.

5.1.11 Provide fair share funding to install traffic mitigation measures that improve circulation in the vicinity of the Project at (a) Garfield Avenue/Hellman Avenue by changing the current northbound/southbound approach with protected left-turn phasing to protected/permissive phasing so that more vehicles can turn per signal cycle by permitting left turns to proceed while yielding during north/south through movements green time; (b) Atlantic Boulevard/Garvey Avenue by improving the Atlantic Boulevard corridor signal coordination through adaptive control to provide a more responsive coordination plan across multiple traffic signals, and to allow for active and automatic changing of control plans based on traffic conditions; (c) The northbound left-turn lane at the Garfield and Garvey intersection by restriping it for greater capacity; and, (d) installing a new southbound left-turn pocket that is capable of accommodating peak queues at Garfield and Roselyn for the Project driveway. These mitigation measures already have been identified by City as needed, and the first is currently in the design process by City.

5.1.2 Construction and Funding of Project Facilities and Infrastructure. Developer must construct and fund the construction of any Project Facilities and Infrastructure (as detailed in Exhibit D) at the time such Project Facilities and Infrastructure are needed to satisfy the requirements of the Project Approvals. Except as otherwise specifically set-forth herein, Developer has no responsibility for the operation, maintenance, repair or replacement of Project Facilities and Infrastructure.

5.1.3 Dedications. No dedications to City of rights-of-way or other interests in real property owned by Developer within the Property are proposed or required.

ARTICLE 6

REVIEW OF COMPLIANCE

6.1. Annual Review. After it issues building permits, City will conduct annual reviews in accordance with the MPMC to determine whether Developer is acting in good-faith compliance with the provisions of this Agreement. Appropriate fees to cover City's costs to conduct the annual review shall be collected from the Developer in compliance with the MPMC.

6.2. Procedure for Review. City's City Planner, or designee, will conduct the review contemplated by this Section 6 to ascertain whether Developer has reasonably complied in good - faith with the material terms and conditions of this Agreement during the period for which the review is conducted. The City Planner, or designee, will give Developer notice that any such

review has been commenced, and give Developer at least 20 business days, after Developer's receipt of such notice, to provide the City Planner such information as Developer deems relevant to such review. In addition, upon written request of the City Planner, Developer must furnish such documents or other information reasonably requested by the City Planner.

6.3. Result of Review. If, following such a review, the City Planner, or designee, finds good-faith compliance by Developer with the terms and conditions of this Agreement, the City Planner, or, will issue to Developer an executed Certificate of Compliance. The Certificate of Compliance will state: (a) the Agreement is unmodified and in full force and effect (or identifying any modifications); (b) there are no uncured defaults under the Agreement by the certifying Party or, to the certifying Party's knowledge, by any other Party (or specifying any such defaults); and (c) any other information reasonably requested regarding the status of the Agreement and performance by the Parties.

If, following such a review, the City Planner, or designee, finds that Developer has not complied in good-faith with the terms and conditions of the Agreement, the City Planner, or designee, will provide notice to Developer detailing such non-compliance. Upon receipt of such notice, Developer may commence to cure the stated non-compliance in accordance with the terms of this Agreement, including without limitation Section 8.1. If Developer fails to cure the non-compliance pursuant to the terms of this Agreement, including without limitation Section 8.1, the City Planner, or designee, will notify the City Council. Developer has the ability to dispute any such claim of non-compliance or failure to cure at a public hearing before the Agreement may be modified or terminated.

ARTICLE 7

ASSIGNMENTS; MORTGAGEE PROTECTION

7.1. Right to Assign

7.1.1 Right to Assign. Subject to Section 7.2 of this Agreement with respect to the rights of a mortgagee, Developer may assign or transfer any portion of its interests, rights, or obligations ("Rights") under this Agreement and under the Approvals and Subsequent Approvals to third parties acquiring successor interests in the Project or Project Site, or any portion thereof, including without limitation purchasers or long-term ground lessees of the parcels or facilities located on or within the Project Site.

7.1.2 Assumption of Assigned Obligations and Rights. As a condition to any assignment or transfer under this Agreement, any person or entity accepting such Assignment ("Assignee") must assume all of the obligations and rights of this Agreement as they pertain to the portion of the Property being transferred to the Assignee.

7.2. Right to Mortgage. Developer or Owner may assign, pledge, or otherwise encumber its rights and interests under this Agreement for security purposes to a Mortgagee of any defined Lot(s) without City's consent. Nothing contained in this Agreement restricts Developer from

encumbering all or any portion of the Property with a Mortgage, deed of trust, or other security device (collectively, “Mortgage”). No breach of this Agreement will default, render invalid, diminish, or impair the lien of any Mortgage or the rights of any mortgagee, but all of the terms and conditions of this Agreement are binding upon and effective against any Person, including any mortgagee or any person, who acquires title to the Property, or any portion thereof, by foreclosure, trustee’s sale, deed in lieu for defaults or monetary obligations arising before its acquisition of title to the Property or portion thereof.

7.3. Notice of Default. If City receives written notice from a Mortgagee requesting a copy of any notice of default given to Developer and specifying the address for service thereof, then City will deliver to such Mortgagee, concurrently with the delivery to Developer, any notice given to Developer with respect to any claim by City that such Developer is in default hereunder. If City makes a determination of noncompliance hereunder and a Mortgagee has requested notice of such determination, City will also serve notice of such noncompliance on such Mortgagee concurrently with service on Developer. Each Mortgagee may, without obligation, during the same period available to Developer hereunder, to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in City’s notice.

ARTICLE 8

DEFAULT; REMEDIES

8.1. Events of Default. Subject to the provisions of Section 10.15 regarding Unavoidable Delays, Section 7.1 regarding assignment and assumption, and Section 7.2 regarding Mortgagee Protection, the failure by any Party to pay any sum or to perform any obligation required under this Agreement, including, without limitation, City’s failure to issue Subsequent Permits for the Project in conformance with this Agreement, and such Party’s failure to cure such default within the specified cure period after receipt of a Notice of Default pursuant to Section 9.2 below, constitutes an “Event of Default” under this Agreement. Except as otherwise provided in Section 4.2, failure by Developer to construct or delay in constructing the Project or any portion thereof shall not be a default or Event of Default under this Agreement, and Developer is not liable to City for damages for failure to construct any portion of the Project, unless such failure or delay constitutes a default under the terms of any Final Map, building permit or similar approval, in which event City may exercise any of its normal remedies for default under such permit or approval.

8.2. Notice of Default and Cure. Any Party claiming a default under this Agreement must deliver to the defaulting Party a written notice of default (“Notice of Default”). The Notice of Default must specify the reasons for the allegation of default with reasonable particularity and the manner in which the default can be cured. The defaulting Party has the right to cure the default within 30 days after receiving the Notice of Default; provided, however, that if the nature of the alleged default is such that it cannot be reasonably cured within 30 days, then the 30-day period will be extended for the time reasonably required to complete the cure, so long as the defaulting Party commences the cure within the 30-day period and diligently prosecutes the cure to completion thereafter.

8.3. Procedure Upon and Event of Default. After the occurrence of an Event of Default, the other Party may give notice of its intent to terminate this Agreement pursuant to Government Code § 65868 and the MPMC implementing said section. Following notice of intent to terminate, or before instituting legal proceedings, the matter must be scheduled for consideration and review at a public meeting of the City Council within 30 days after that notice. Following consideration of the evidence presented in the review before the City Council, the Party alleging the default by the other Party may institute legal proceedings or may give written notice of termination of this Agreement to the other Party; provided, however, Developer may only terminate this Agreement with respect to such portion of the Property then owned by Developer. Evidence of default may also arise in the course of an annual review of this Agreement pursuant to Section 6.1. If Developer is determined by City to be in default pursuant to the procedures for annual review, and after giving effect to Developer's right of appeal of such determination to the City Council as provided in Section 6.3, then City may give a written Notice of Default pursuant to Section 8.2. If the alleged default is not cured within the cure period set forth in Section 8.2 or within such longer period specified in City's Notice of Default, or if Developer waives its right to cure such alleged default in writing, then this Agreement may be terminated by City with respect to the portion of the Property then owned by the defaulting Developer.

8.4. Remedies for Non-Defaulting Party. If either Party is in default under the terms of this Agreement, subject to any applicable requirements under Section 8.6 of this Agreement, the other Party may elect to pursue any of the following courses of action: (i) waive such default; (ii) pursue administrative remedies as provided in this Agreement; (iii) pursue any judicial remedies available under the law; or (iv) terminate this Agreement.

8.4.1 Unless otherwise provided in this Agreement and subject to applicable requirements under Section 8.6 of this Agreement, either Party, in addition to any other rights or remedies, may institute legal action to cure, correct, or remedy any default by the other Party to this Agreement, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation hereunder or to seek specific performance. All remedies available to a Party under this section are cumulative and not exclusive of the other, and the exercise of one or more of these remedies do not constitute a waiver or election with respect to any other available remedy. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that City is not liable in damages to Developer, or to any successor in interest of Developer, or to any other person, and Developer, on behalf of itself and all successors in interest, covenants not to sue for damages or claim any damages

arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.4.2 No City elected or appointed official, employee, or representative is personally liable to Developer in the event of any Event of Default by City or for any amount which may become due to Developer, or for any obligations under the terms of this Agreement, or for any claims of breach of contract related to this Agreement, or for any claims in the nature of tort related to this Agreement (such as fraud in the inducement).

8.5. Informal Discussions. With regard to any dispute between or among the Parties contemplated by this Agreement, within seven days written notice from either party, the City Manager and Developer's senior executives must meet and attempt in good faith to resolve any such disputes through informal discussions, which discussions will not exceed 10 business days unless extended by mutual agreement.

8.6. Mediation. If the Parties are unable to resolve their dispute through informal discussion, before the initiation of any litigation, either party may commence mediation by providing to JAMS (or other mediator mutually agreed to by the Parties) and the other Parties a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The Parties covenant that they will participate in all phases of the mediation in good faith. The mediation process will occur in two phases, if necessary, as described below. During the first phase of the mediation, which in no event will exceed 30 days unless otherwise agreed to by the Parties, the Parties will attempt to resolve their dispute in accordance with JAMS standard mediation procedures. If the Parties are unable to resolve their dispute during this first phase of the mediation process, then the second phase of the mediation process will be conducted in a manner consistent with this Section. If the Parties are unable to resolve their dispute through the first phase of mediation, as described above, the party that commenced mediation (the "Complaining Party"), will have 10 business days from the expiration of the 30 day period described above to file a brief with the other party (the "Responding Party") and with the mediator presiding over the first phase of the mediation process (the "Mediator"), which brief must set forth the merits of the Complaining Party's position regarding the issues raised during the first phase of mediation (the "Initial Brief"). The Responding Party will have 20 business days from its receipt of the Initial Brief to file a brief with the Mediator and the Complaining Party responding to the issues raised in the Initial Brief and setting forth the merits of the Responding Party's position regarding the issues raised during the first phase of mediation (the "Responding Brief"). The Complaining Party will have ten business days from its receipt of the Responding Brief to file a reply brief with the Mediator and the Responding Party replying to the issues raised in the Responding Brief (the "Reply Brief"). In no event will the Initial Brief and the Responding Brief be longer than 15 pages and in no event will the Reply Brief be longer than 10 pages. Except as otherwise set forth in this Section 7.05.03, the Initial Brief, the Responding Brief and the Reply Brief will be formatted in accordance with requirements of Rule 3.1110 of the California Rules of Court, unless otherwise agreed to by the Parties. The Mediator will have two weeks following its receipt of the Reply Brief to consider the arguments set forth by the Complaining Party and the Responding Party in their respective briefs and issue an opinion stating which party the Mediator would consider to be the prevailing party if the Mediator were a judge presiding over the dispute in a court of law (the "JAMS Opinion").

8.6.1 All offers, promises, conduct and statements, including the JAMS Opinion, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Notwithstanding the foregoing,

the JAMS Opinion will serve as the basis solely for determining whether, in the event a dispute between the Parties is litigated, either party will be awarded attorneys' fees in accordance with this Agreement.

8.6.2 Nothing in this Article will in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor will the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the Parties to such meetings. Notwithstanding the forgoing, the JAMS Opinion will be binding on the Parties solely for the purposes of determining whether, in the event a dispute between or among the Parties is litigated, either party will be awarded Attorneys' Fees (as defined below) in accordance with this Agreement.

8.6.3 Should any judicial remedy be sought by any party because of any default under this Agreement or to enforce any provision hereof, or to obtain a declaration of rights hereunder (each individually a "**Judicial Action**"), the prevailing party in such Judicial Action is entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by the court (collectively, "**Attorneys' Fees**"), provided the prevailing party in the Judicial Action was also determined to be the prevailing party in the JAMS Opinion. For purposes of this Agreement, Attorneys Fees will be calculated from the start of the first phase of mediation and will include all reasonable costs related to the first and second phases of mediation. If the prevailing party in a Judicial Action was determined to be the losing party in the JAMS Opinion, then each party will assume the cost of their own Attorneys' Fees. Not in limitation of the foregoing, the Parties will assume their own costs related to the informal dispute resolution process described above. Extension of Agreement Term. The Term of this Agreement as set forth in Section 2.2 will automatically be extended for the period of time in which the Parties are engaged in dispute resolution to the degree that such extension of the Term is reasonably required because activities which would have been completed before the expiration of the Term are delayed beyond the scheduled expiration of the Term as a direct result of such dispute resolution.

ARTICLE 9

AMENDMENTS; TERMINATION

9.1. Amendments. Except as set forth in Section 3.1, this Agreement may be modified, amended and/or extended only by mutual written consent of the Parties and must be approved in the same manner as adoption of this Agreement, by ordinance as set forth in the Development Agreement Statute.

9.2. Operating Memoranda. The Parties acknowledge that the provisions of the Agreement require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this Agreement. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this Agreement. If and when, from time to time, the Parties find that refinements or adjustments are

desirable, such refinements or adjustments will be accomplished through operating memoranda or implementation agreements approved by the Parties which, after execution, will be attached to this Agreement as addenda and become a part hereof.

9.3. Execution of Memoranda. Operating memoranda or implementation agreements may be executed on behalf of City by the City Manager and the City Attorney. In the event a particular subject requires notice or hearing, such notice or hearing will be appropriately given. Any significant modification to the terms of performance under this Agreement will be processed as an amendment of this Agreement in accordance with this Agreement and must be approved by the City Council.

9.4. Effect of Expiration/Termination. Upon expiration or termination of this Agreement: (a) no Party has any further rights or obligation hereunder except for matters which accrued before such expiration or termination and matters which specifically survive expiration or termination under the express terms of this Agreement; and (b) the underlying Project Approvals remain in full force and effect.

ARTICLE 10

MISCELLANEOUS

10.1. Insurance. Before the commencement of any work, Developer must furnish evidence to City that all of the following insurance requirements have been satisfied.

10.2. General. Developer must, throughout the duration of this Agreement, maintain, or cause to be maintained, the insurance specified below, to insure Developer and its employees for liability arising out of the work in connection with the Property, Project and this Agreement at the minimum levels set forth herein, with City being an additional insured on the CGL and excess or umbrella liability insurance.

10.3. Commercial General Liability. Commercial General Liability (“CGL”) insurance with coverage in an amount not less than \$2,000,000.00 general aggregate, \$2,000,000.00 per occurrence and \$2,000,000.00 products/completed operations, and including contractual liability insurance for the indemnification heretofore provided to City (subject to the policy terms, conditions, definitions and exclusions).

10.4. Business Auto Coverage. Business Automobile Liability insurance with coverage in an amount not less than \$1,000,000.00 per accident for bodily injury and property damage, covering all vehicles used by the Developer (personal, company) and its employees, on or within the Project or Property or associated therewith.

10.5. Excess or Umbrella Liability Insurance (Over Primary Coverage). Such excess coverage must be at least as broad as the underlying coverage and be provided on a “pay on behalf”

basis. The excess or umbrella coverage can be not less than \$5,000,000 per occurrence/annual aggregate.

10.6. Workers' Compensation. Coverage must be maintained as required by the State of California.

10.7. Insurance Coverage to be Maintained by Developer's Contractors and Subcontractors. Developer must require by contract that its contractors and subcontractors maintain the same CGL, business auto, excess or umbrella liability and workers' compensation insurance as set forth in subsections (b) through (e), inclusive, hereof, except that the required minimum limits for the CGL coverage will be \$2,000,000 general aggregate, \$2,000,000 per occurrence and \$2,000,000 products/completed operations, with excess or umbrella liability insurance in the amount of \$2,000,000 per occurrence/annual aggregate. The CGL policy must include contractual liability insurance (subject to the policy terms, conditions, definitions and exclusions).

10.8. Construction; Interpretation. This Agreement has been reviewed and revised by legal counsel for Developer and the City, and no presumption or rule that ambiguities may be construed against the drafting party apply to the interpretation or enforcement of this Agreement.

10.9. Agreement Constitutes Legislative Act. Developer acknowledges and agrees that City has approved and entered into this Agreement in the sole exercise of its legislative discretion and that the standard of review of the validity and meaning of this Agreement will be that accorded legislative acts of City.

10.10. Cooperation; Further Assurances. Each Party will: (a) deal fairly and in good-faith with the other Parties; (b) not impede the other Parties' right to receive the benefits of this Agreement; (c) cooperate with and provide reasonable assistance to the other Parties in the performance of this Agreement; and (d) execute such documents or take such further actions as may be reasonably necessary to consummate the performance or to carry out the purpose and intent of this Agreement.

10.11. Counterparts. This Agreement, and any documents implementing this Agreement, may be executed in multiple counterpart originals, each of which is deemed to be an original and all of which when taken together shall constitute one and the same instrument.

10.12. Entire Agreement. The Recitals set forth above in this Agreement and the Exhibits attached hereto are incorporated by references into this Agreement as an integrated portion hereof. This Agreement, including all such Recitals and Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof, and all prior or contemporaneous agreements and understandings, whether written or oral, are superseded.

10.13. Governing Law/Jurisdiction. This Agreement will be governed, construed and enforced in accordance with the laws of the State of California, and the state courts of Los Angeles County will have jurisdiction.

10.14. Legal Challenges—Defense and Indemnification.

10.14.1 Cooperation in the Event of a Legal Challenge.

In the event of any administrative, legal or equitable action or other proceeding instituted by any person or entity not a party to the Agreement challenging the validity of any provision of this Agreement; challenging any agreement between City and other government agencies entered into at the request of Developer to facilitate the development of the Property; challenging any of the Project Approvals; or challenging the sufficiency of any environmental review of either this Agreement or any Approval under CEQA (each a “Third Party Challenge”), each party must cooperate in the defense of such Third-Party Challenge, in accordance with this Section. In light of the Parties’ mutual interests in successfully defending against a Third-Party Challenge, the Parties will enter into a joint nondisclosure, indemnity, and litigation defense agreement, which, among other things, will require all communications between Developer and City concerning a Third-Party Challenge to be kept confidential and cannot be disclosed by either party without the written consent of the other party. Developer agrees to pay City’s costs of defending a Third-Party Challenge, including all court costs and reasonable attorneys’ fees expended by City (including the time and cost of the City Attorney) in defense of any Third-Party Action. Developer may select its own legal counsel to represent Developer’s interests in any Third-Party Challenge at Developer’s sole cost and expense. City agrees that it will not enter into a settlement agreement to any Third-Party Challenge without Developer’s written consent. Developer’s obligation to pay City’s costs in the defense of a Third-Party Challenge does not extend to those costs incurred on appeal unless otherwise authorized by Developer in writing. If Developer elects, in its sole and absolute discretion, not to contest such litigation challenges, City does not have any obligation to contest such challenges. If City elects to contest such challenges after Developer elects not to contest, City will do so at its sole cost.

10.14.2 Third-Party Challenges Related to the Applicability of City Laws.

The provisions of this Section will apply only in the event of a legal or equitable action or other proceeding, before a court of competent jurisdiction, instituted by any person or entity not a party to this Agreement challenging the applicability to the Project or Project Site of a conflicting City Law (a “Third Party Enforcement Action”):

10.14.3 Cooperation in Case of a Third-Party Enforcement Action.

In the event of a Third-Party Enforcement Action, City must (i) promptly notify Developer of such action or proceeding, and (ii) cooperate with Developer so as to most effectively respond to the Third-Party Enforcement Action. In no event will City take any action that would frustrate, hinder, or otherwise complicate Developer’s efforts to respond. The Parties to this Agreement agree to cooperate, to the maximum extent permitted by law, in the defense of such action or proceeding. For purposes of this Section, the required cooperation between the Parties includes,

without limitation, developing litigation strategies, preparing litigation briefs and other related documents, conferring on all aspects of the litigation, developing settlement strategies, and, to the extent permitted by law, jointly making significant decisions related to the relevant litigation, throughout the course thereof. In light of the Parties' mutual interests in successfully defending against a Third-Party Enforcement Action, all communications between Developer and City concerning a Third-Party Enforcement Action must be kept confidential and cannot be disclosed by either party without the written consent of the other party.

10.14.4 Litigation Costs.

City's costs of defending any Third-Party Enforcement Action, including all court costs, and reasonable attorneys' fees expended by City (including the time and cost of the City Attorney) in defense of any Third-Party Enforcement Action, as well as the time of City's staff spent in connection with such defense (the "Enforcement Action Defense Costs"), will be paid in accordance with this Agreement. Notwithstanding the foregoing, in no event will the Enforcement Action Defense Costs extend to, nor will Developer or the Project be obligated to pay, any costs incurred on appeal unless otherwise authorized by Developer in writing.

10.14.5 Settlement.

City may not enter into a settlement agreement or take any other action to resolve any Third-Party Enforcement Action without Developer's written consent. City cannot, without Developer's written consent, take any action that would frustrate, hinder or otherwise prevent Developer's efforts to settle or otherwise resolve any Third-Party Enforcement Action.

10.14.6 Effect of a Judgment.

Provided that City complies with this Section and provided that Developer is a party to the relevant Third-Party Enforcement Action, Developer agrees to be bound by any final judgment (i.e., following all available appeals) arising out of a Third-Party Enforcement Action and further agrees that no default under this Agreement will arise if such final judgment requires City to apply to the Project or Project Site a City Law that conflicts with Applicable Law or this Agreement.

10.14.7 Defense and Indemnity.

Developer must defend and indemnify City from and against any and all damages, claims, costs and liabilities arising out of the personal injury or death of any third-party, or damage to the property of any third-party, to the extent such damages, claims, costs or liabilities result from the construction of the Project by Developer or by Developer's contractors, subcontractors, agents or employees. Nothing in this Section will be construed to mean that Developer must defend or indemnify City from or against any damages, claims, costs or liabilities arising from, or alleged to arise from, activities associated with the maintenance or repair by City or any other public agency of improvements that have been offered for dedication and accepted by City or such other public agency or for any other public improvements constructed by City or constructed by Developer at direction of City. City and Developer may from time to time enter into subdivision improvement agreements, as authorized by the Subdivision Map Act, which agreements may include defense

and indemnity provisions different from those contained in this Section. In the event of any conflict between such provisions in any such subdivision improvement agreement and the provisions set forth above, the provisions of such subdivision improvement agreement will prevail.

10.14.8 Effect on Term.

The Term of this Agreement will be tolled from the initiation of any Litigation until final court action is taken in such Litigation.

10.15. Notices. All notices, demands, correspondence and communications (“Notice”) shall be in writing and shall be either personally delivered or sent by certified mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight courier service (which provides a delivery receipt), at the addresses set forth below. Any such Notice will be deemed received on the date of personal delivery or on the date of receipt (or refusal to accept delivery) set forth in the certified mail receipt if sent by U.S. mail or in the receipt provided by the overnight courier service if sent by such service.

City:

City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754
Attention: Ron Bow, City Manager
E-Mail: Rbow@MontereyPark.ca.gov

With a copy to:

Hensley Law Group
2600 W Olive Ave Ste 500
Burbank, CA 91505
Attn: Mr. Karl H. Berger, City Attorney
E-Mail: kberger@hensleylawgroup.com

Developer:

Vincent Tsang
Rykadan Management Inc.
411 E. Huntington Drive, Suite #107-505,
Arcadia, CA 91006
Telephone: (626) 374-8881
E-Mail: vincent.tsang@rykadan.com

With a copy to:

Richard A. McDonald, Esq.
Law Office of Richard A. McDonald
Of Counsel, Carlson & Nicholas, LLP
301 E. Colorado Blvd., Suite 320
Pasadena, CA 91101
Telephone: (626) 356 - 4801
Email: RMcDonald@CarlsonNicholas.com

10.16. Private Undertaking. It is expressly understood and agreed by the Parties the development contemplated by this Agreement is a private development, no Party is acting as the agent of any other Party in any respect hereunder, and Developer has full power and exclusive control over its properties subject only to the limitations and obligations of Developer under the Vested Rules and this Agreement. Nothing contained in this Agreement or in any document executed in connection with this Agreement will be construed as making City and Developer joint venturers or partners.

10.17. Recordation. City will use best efforts to record a Memorandum of this Agreement with the Los Angeles County Recorder within 10 days after the Effective Date, pursuant to Development Agreement Statute § 65868.5. Thereafter, if this Agreement is terminated, modified or amended as provided herein, the City will record notice of such action with the Los Angeles County Recorder.

10.18. Section Headings. Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement.

10.19. Severability. If any provision or term of this Agreement, or the application of any provision or term of this Agreement to any particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, then the remainder of the Agreement is unaffected and will remain in full force and effect unless enforcement of the Agreement, with such invalidation, would be unreasonable or inequitable under the circumstances or would frustrate the purposes of the Agreement or the rights and obligations of the Parties there under.

10.20. Successors and Assigns; Covenants Running with the Land. Subject to the provisions of Section 7.1 governing assignment, the rights and obligations of Developer under this Agreement will be binding upon and inure to the benefit of successor Owners of all or any portion of the Property and shall be covenants running with the land.

10.21. Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns, including the Owners. No other Person has any right of action based upon any provision of this Agreement.

10.22. Unavoidable Delays or Events. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, terrorism, pandemic, insurrection, riots, floods, earthquakes, fires, casualties, governmental restrictions imposed or mandated by governmental entities (but only as to delays or performance by Developer), enactment of conflicting state or federal laws or regulations (but only if the Party claiming delay complies at all times with the provisions of this Agreement pertaining to such conflicting laws), litigation against this Agreement or any of the Project Approvals, referendum of this Agreement or any of the Project Approvals or similar bases for excused performance ("Unavoidable Delay" or "Unavoidable Event"). Upon the occurrence of an Unavoidable Event, the time for performance will be extended, for the duration of the Unavoidable Delay. Notwithstanding the foregoing, none of the following constitutes an Unavoidable Event:

(i) delays caused by market forces beyond the Parties' control; (ii) delays caused by the delay or failure by any entity other than the Party claiming such delay to provide financing for construction of the Project or any portion thereof; (iii) delays related to the cost or unavailability of financing, construction contractors, consultants, or labor; or (iv) delays related to economic conditions locally, regionally, statewide, nationwide, or worldwide.

10.23. Waiver. No waiver of any provision of this Agreement is effective unless it is in writing and signed by a duly authorized representative of the Party against whom enforcement of the waiver is sought. No waiver of any right or remedy is deemed a waiver of any right or remedy with respect to any other occurrence or event.

10.24. Authorization. Each person executing this Agreement represents and warrants that he or she is authorized and has the legal capacity to execute and deliver this Agreement on behalf of the Party for which execution has been made.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement to be effective as of the Effective Date first set forth above.

“CITY”

CITY OF MONTEREY PARK
a municipal corporation

Dated: __, 2021

By: _____
Yvonne Yiu, Mayor

ATTEST:

Mr. Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

“Developer”

RYKADAN 005, LLC
a California Limited Liability Company

Dated: XX, 2021

By: _____
Vincent Tsang, Manager

APPROVED AS TO FORM:

By: _____
Richard A. McDonald, Esq.

Exhibit A
The Property

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

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

PARCEL 1:

THE EASTERLY 120.9 FEET OF LOT 1 IN BLOCK "I" OF TRACT NO. 786, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGES 58 AND 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5257-015-001

PARCEL 2:

THE WEST 100 FEET OF LOT 1 IN BLOCK "I" OF TRACT NO. 786, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGES 58 AND 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5257-015-002

PARCEL 3:

THE SOUTH 50 FEET OF LOT 2 IN BLOCK "I" OF TRACT NO. 786, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGES 58 AND 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5257-015-003

PARCEL 4:

THE NORTH 77 FEET OF LOT 3 IN BLOCK "I" OF TRACT NO. 786, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGES 58 AND 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5257-015-004

PARCEL 5:

THE SOUTH HALF OF LOT 3 IN BLOCK "I" OF TRACT NO. 786, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGES 58 AND 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

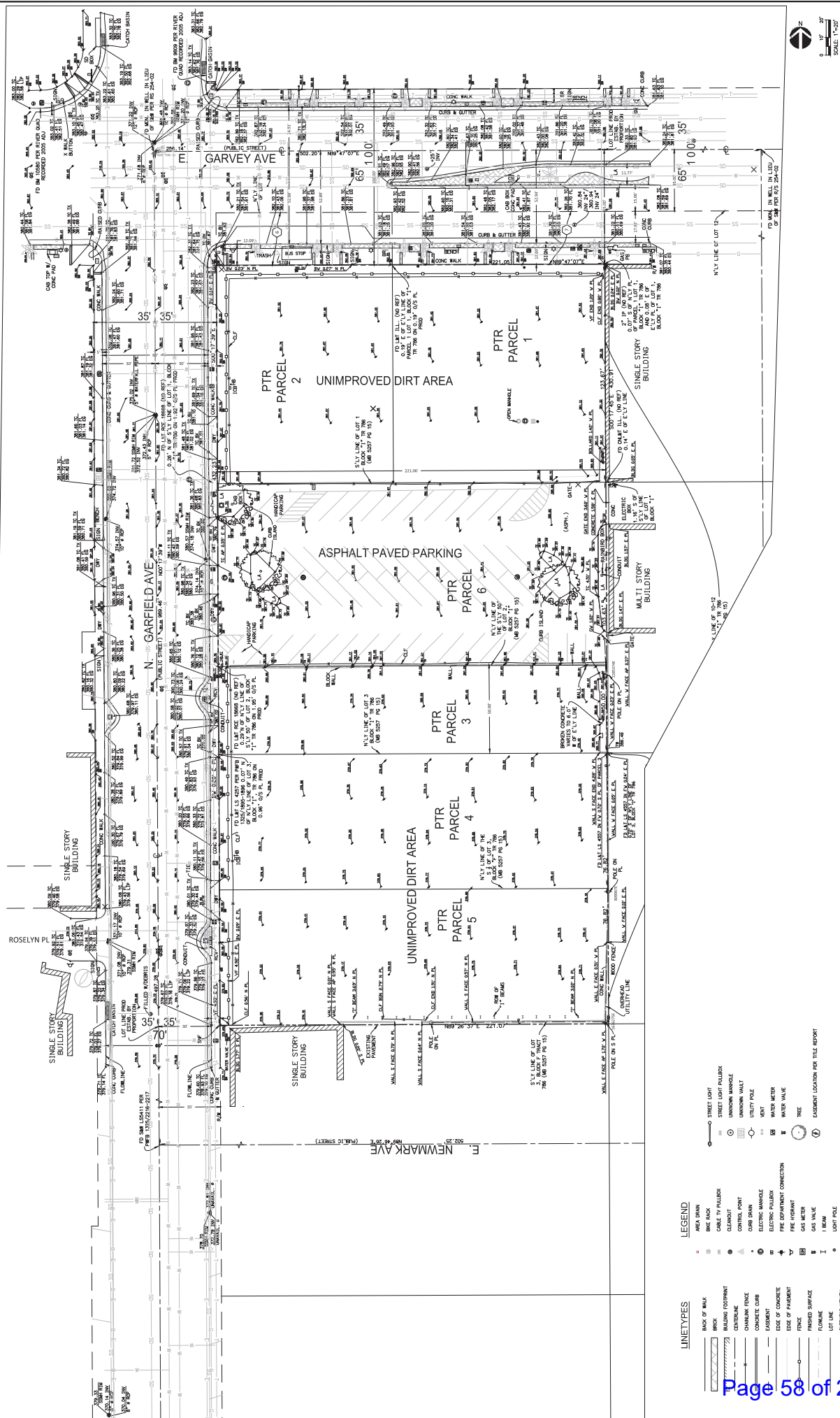
APN: 5257-015-005

PARCEL 6:

THE NORTH 104 FEET OF LOT 2 IN BLOCK "I" OF TRACT NO. 786, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGES 58 AND 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5257-015-035

ALTA/ACSM LAND TITLE SURVEY



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Exhibit B
CEQA Determination

[Click here to view the Categorical Exemption Findings located on the City of Monterey Park website](#)

Exhibit C
Vested Rules

DRAFT

Exhibit C Vested Rules

Ordinances, resolutions, rules, regulations, requirements, and official policies of City in effect as of the Effective Date that will govern the following, to the extent applicable to the Property:

- Development Agreements;
- Permitted Uses;
- Density And Building Intensity;
- Growth Control;
- Zoning Designations And Regulations;
- Subdivision, Improvement, Grading, Landscaping and Signage; Design, Development, Improvement, and Construction Standards And Specifications;
- Standards and Requirements For Public Reservations and Dedications, Public Improvements and Facilities;
- Transit, Parking, Open Space, Employee Housing And Other Residential Housing; Standards; and
- Requirements for processing of Subsequent Permits (as defined in Section 5.1.1); and,

The Project Approvals described in Section 3.3.

The Vested Rules do not include: (i) Uniform Codes, or changes thereto from time to time; (ii) Development Impact Fees or fee calculation methods; or (iii) fees imposed by other governmental agencies, whether or not collected by the City on behalf of such agencies.

Exhibit D
Approved Development Plan

DRAFT

Exhibit D
Approved Development Plan

SUMMARY:

PERMITTED LAND USES:

The Project is a mixed use development with 151 dwelling units over two levels of commercial space containing 12,248 square feet of retail tenant space and parking uses on an 87,934.7 square foot lot after dedications (with dedication of 5 foot radius corner at Garvey and Garfield avenues) The parking levels consist of enclosed above grade parking and three levels of subterranean parking. The proposed Floor Area Ratio ("FAR") is 2.43.

INTENSITY OF USE:

151 Residential Units including:

Studio Unit: 1

1-Bedroom Unit: 27

2-Bedroom Unit: 95

2-Bedroom Plus Den: 28

ZONING

Building Recovery Development agreement Zone ("BRDZ")

MAXIMUM HEIGHT AND SIZE OF BUILDINGS:

Maximum Allowable: 75'-0" To Roof (Excluding Parapets) Per Figure LU-4 Monterey Park 2040

Proposed: Approximately 74'-0" To Top Of Low Slope Roof, not to exceed 75'-0" Limit

1,531 Square Feet Indoor Residential Amenity Space (A-2)

31,654 Square Feet Restaurant Tenant Space (A-2)

6,237 Square Feet Residential Lobby / Business Office (B)

12,248 Square Feet Retail Tenant Space (M)

168,899 Square Feet Residential (R-2)

13,953 Square Feet Accessory Spaces (S-2)

3,122 Square Feet Exit Passageways

237,644 Square Feet Gross Above Grade Floor Area (Not Including Above Grade Parking)

31,190 Square Feet (L1) + 28,316 Square Feet (L2) = 59,509 Square Feet Above Grade Parking (S-2)

82,384 Square Feet (P1) + 82,384 Square Feet (P2) + 54,222 Square Feet (P3) = 218,990 Square Feet Subterranean Parking Garage (S-2)

PROVISIONS FOR RESERVATION AND DEDICATION OF LAND

Lot Size: (95,428.8 Square Feet – Pre-Dedication) / (87,934.7 Square Feet – Post Dedication)

Lot area prior to dedication: 95,428 square feet (2.19 acres)

Lot area after dedication: 87,934 square feet (2.01 acres)

Lot width: 221.06 feet (pre-dedication) Approximately 206.06 feet (post-dedication)

Lot depth: 432.23 feet (pre-dedication) Approximately 428.73 feet (post-dedication)

SUBDIVISION OR USE PERMIT IMPROVEMENT REQUIREMENTS

Approval of a Vesting Tentative Map.

Exhibit D
Continued

STATEMENT OF CONFORMITY WITH MONTEREY PARK GENERAL PLAN:

The Land Use and Urban Design Elements sets forth a resident-inspired vision to guide growth and development.

Some of the key challenges outlined in the General Plan are the limited vacant land available for new developments, older buildings with “tired” facades, outdated mechanical systems, lackluster streetscapes, and a lack of commercial diversity. Other challenges relate to inadequate parking and shortage of housing options.

The proposed “Celadon” project covers these items in what we hope will be a catalyst project for the downtown. This mixed-use project is designed with a contemporary feel, taking advantage of the Southern California Lifestyle. The commercial design incorporates two levels of a vibrant mixed-use program, indoor / outdoor spaces, integral landscape design and multiple terraces for people to enjoy food and drinks above the streetscape.

All this takes place on a vacant property, primed for a project providing commercial and residential uses.

The project design has been thought out to provide varied retail and entertainment uses that accommodate flexibility over time (Goal 1). A dynamic mix of uses will add to the strong local economy and contribute to a fiscally sustainable tax base (Goal 2). Provide diversified housing options near transit facilities and mixed-use areas.

Both the commercial levels and residential levels are provided with large operable windows and door systems that promote living in a wonderful climatic region. The open spaces, balanced development, landscaping, access to transit, varied commercial uses and housing that can accommodate the needs of younger people all contribute to ways this project conforms to the general plan and local ordinances.

We feel the project also enhances the neighborhood character and will help continue to foster a sense of community. The residential design provides an urban living environment, while maintaining a high level of security and separation from the commercial uses. The residential levels provide landscaped outdoor spaces, private balconies, a fitness center, a community room, barbeque areas and an outdoor pool.

PROJECT DESCRIPTION AND DATA:

PROJECT DESCRIPTION:

MIXED USE DEVELOPMENT WITH 151 DWELLING UNITS OVER TWO LEVELS OF COMMERCIAL AND PARKING USES. THE PARKING LEVELS CONSIST OF ENCLOSED ABOVE GRADE PARKING AND THREE LEVELS OF SUBTERRANEAN PARKING.

PROJECT AREAS:

1,531 SQUARE FEET INDOOR RESIDENTIAL AMENITY SPACE (A-2)
31,654 SQUARE FEET RESTAURANT TENANT SPACE (A-2)
6,237 SQUARE FEET RESIDENTIAL LOBBY / BUSINESS OFFICE (B)
12,248 SQUARE FEET RETAIL TENANT SPACE (M)
168,899 SQUARE FEET RESIDENTIAL (R-2)
13,953 SQUARE FEET ACCESSORY SPACES (S-2)
3,122 SQUARE FEET EXIT PASSAGEWAYS
237,644 SQUARE FEET GROSS ABOVE GRADE FLOOR AREA (NOT INCLUDING ABOVE GRADE PARKING)
31,190 SQUARE FEET (L1) + 28,316 SQUARE FEET (L2) = 59,509 SQUARE FEET ABOVE GRADE
PARKING (S-2)
82,384 SQUARE FEET (P1) + 82,384 SQUARE FEET (P2) + 54,222 SQUARE FEET (P3) = 218,990 SQUARE FEET SUBTERRANEAN PARKING GARAGE (S-2)

LEGAL DESCRIPTION: SEE EXHIBIT A

PROJECT ADDRESS:

108 EAST GARVEY AVENUE, MONTEREY PARK, CA 91754
112 SOUTH GARFIELD AVENUE, MONTEREY PARK, CA 91754
118 SOUTH GARFIELD AVENUE, MONTEREY PARK, CA 91754
128 SOUTH GARFIELD AVENUE, MONTEREY PARK, CA 91754

LOT SIZE: (95,428.8 SQUARE FEET – PRE-DEDICATION) / (87,934.7 SQUARE FEET – POST DEDICATION)

Lot area before dedication: 95,428 square feet (2.19 acres)

Lot area after dedication: 87,934 square feet (2.01 acres)

Lot width: 221.06 feet (pre-dedication) Approximately 206.06 feet (post-dedication)

Lot depth: 432.23 feet (pre-dedication) Approximately 428.73 feet (post-dedication)

The site is relatively flat, with a drop in elevation of approximately 1.3 feet over 432.23 feet. This is a .3 percent slope.

ASSESSOR'S PARCEL NUMBERS: 5257-015-001, 5257-015-002, 5257-015-003, 5257-015-004, 5257-015-005, 5257-015-035

RESIDENTIAL UNIT BREAKDOWN:

STUDIO UNIT: 1
1-BEDROOM UNIT: 27
2-BEDROOM UNIT: 95
2-BEDROOM PLUS DEN: 28
TOTAL DWELLING UNITS: 151

ZONING COMPLIANCE:

ZONE: MONTEREY PARK LAND USE AND URBAN DESIGN ELEMENT (MPLU&UDE) & BUSINESS RECOVERY DEVELOPMENT OVERLAY ZONE ("BRDZ")

LOT AREA:

GROSS SITE AREA REQUIRED: 65,340 SQUARE FEET (MPMC § 21.15.090 PROPERTY DEVELOPMENT STANDARDS FOR MIXED-USE DEVELOPMENTS AND COMMERCIAL DEVELOPMENTS)

PROPOSED: 95,428.8 SF PRE-DEDICATION / 87,934.7 SF POST-DEDICATION (WITH 35 FOOT RADIUS CORNER AT GARVEY AND GARFIELD AVENUES)

DEDICATION:

GARVEY AVENUE: 3'-6"
GARFIELD AVENUE: 15'-0"

FRONT YARD SETBACK - TABLE 21.10 (B) (GARVEY AVENUE):

REQUIRED: AT OR WITHIN 5'-0" OF THE PEDESTRIAN REALM
PROVIDED: AT THE PEDESTRIAN REALM (5'-0" INSIDE THE PROPOSED PROPERTY LINE)

SIDE YARD SETBACK - TABLE 21.10 (B) (GARFIELD AVENUE):

REQUIRED: AT OR WITHIN 5'-0" OF THE PEDESTRIAN REALM
PROVIDED: AT THE PEDESTRIAN REALM (2'-0" INSIDE THE PROPOSED PROPERTY LINE)

SIDE YARD SETBACK - TABLE 21.10 (B) (EAST PROPERTY LINE):

REQUIRED: 0'-0"
PROVIDED: 1'-1"

REAR YARD SETBACK - TABLE 21.10 (B) (SOUTH PROPERTY LINE):

REQUIRED: 0'-0"
PROVIDED: 1'-1"

FLOOR AREA RATIO (FIGURE LU-4 MPLU&UDE):

MAXIMUM ALLOWABLE: 2.5 BASED ON THE GENERAL PLAN (238,570 SQUARE FEET)

PROPOSED: 2.43 (231,928 SQUARE FEET PROVIDED – GROSS AREA MINUS MECHANICAL AREA PER M.P.M.C. §21.04.399) AND NOT TO EXCEED 2.5.
237,644 SQUARE FEET – 5,716 (M.E.P. AREA) = 231,928 SQUARE FEET

OPEN SPACE DEVELOPMENT STANDARDS [MPMC §21.15.090 D (2) (A)]:

RESIDENTIAL OPEN SPACE REQUIRED: 30,200 SF (200 SF / UNIT = 200 X 151)

RESIDENTIAL OPEN SPACE PROVIDED: 16,600 SQUARE FEET

-UP TO TEN (10) PERCENT OF THE COMMON OPEN SPACE MAY BE PROVIDED IN AN INDOOR RECREATIONAL AREA SUCH AS A GYMNASIUM OR A COMMUNITY ROOM.

-THE ACTUAL EXTERIOR COMMON OPEN SPACE IS 15,275 SQUARE FEET, WHICH IS MORE THAN FIFTY PERCENT OF THE REQUIRED OPEN SPACE (30,200 SQUARE FEET).

PLANTING AREA [MPMC §21.15.090 D (2) (C)]:

REQUIRED: 25% OF COMMON OPEN SPACE 16,600 SQUARE FEET (4,150 SQUARE FEET)

PROVIDED: 5,000 SQUARE FEET

SETBACK FROM SIDEWALK (PEDESTRIAN REALM MPMC §21.15.090 C):

REQUIRED DISTANCE FROM SIDEWALK ALONG GARVEY AVENUE: 15'-0"

SIDEWALK LOCATED 10'-0" INSIDE OF RIGHT-OF-WAY

REQUIRED DISTANCE FROM SIDEWALK ALONG GARFIELD AVENUE: 12'-0"

SIDEWALK LOCATED 10'-0" INSIDE RIGHT-OF-WAY

MAXIMUM BUILDING HEIGHT (FIGURE LU-4 MPLU&UDE):

MAXIMUM ALLOWABLE: 75'-0" TO ROOF (EXCLUDING PARAPETS) PER FIGURE LU-4 MP 2040

PROVIDED: APPROXIMATELY 74'-0" TO TOP OF LOW SLOPE ROOF, AND NOT TO EXCEED 75'-0" LIMIT

PARKING:

REQUIRED PARKING (PER SHARED PARKING DEMAND ANALYSIS): 509 SPACES (SEE TRAFFIC IMPACT STUDY)

PROVIDED: 520 SPACES (213 FOR COMMERCIAL + 307 RESIDENTIAL)

STANDARD COMMERCIAL PARKING SPACES: NO LESS THAN 32 & NO MORE THAN 127

COMPACT COMMERCIAL PARKING SPACES: NO LESS THAN 86 (40%) & NO MORE THAN 181 (85%)

STANDARD RESIDENTIAL PARKING SPACES: NO LESS THAN 130 & NO MORE THAN 233

COMPACT RESIDENTIAL PARKING SPACES: NO LESS THAN 74 (24%) & NO MORE THAN 177 (58%)

RESIDENTIAL ELECTRIC VEHICLE CHARGING PER (§4.106.4.2 CGBSC): 11 SPACES

COMMERCIAL ELECTRIC VEHICLE CHARGING PER (§5.106.5.2 CGBSC): 11 SPACES

BICYCLE PARKING [MPMC §21.10.210 (B) (3) (A) (B)]:

REQUIRED BIKE PARKING: 5 BIKES (4/50,000 SF OF COMMERCIAL AREA + 1/ADDITIONAL 50,000 SF)

PROVIDED: 11 SHORT-TERM BICYCLE PARKING SPACES (THE CALIFORNIA GREEN BUILDING STANDARDS CODE §5.106.4.1.1)

PROVIDED: 11 LONG-TERM BICYCLE PARKING SPACES (THE CALIFORNIA GREEN BUILDING STANDARDS CODE §5.106.4.1.2)

RESIDENTIAL DENSITY (TABLE LU-1 MPLU&UDE):

ALLOWABLE: UNLIMITED DWELLING UNITS PER ACRE

PROVIDED: 68.9 DWELLING UNITS PER ACRE

Exhibit E
Development Impact Fees

Exhibit E

Fee Estimate¹

Development Impact Fee (“DIF”)

Residential	Fee Per Unit	Number of Units	Total
Police	\$ 503.00	151	\$ 75,953.00
Fire	\$ 418.00	151	\$ 63,118.00
Circulation	\$ 1,129.00	151	\$ 170,479.00
Water	\$ 2,570.00	151	\$ 388,070.00
Sewer	\$ 356.00	151	\$ 53,756.00
Library	\$ 194.00	151	\$ 29,294.00
Public Meeting Facilities	\$ 1,684.00	151	\$ 254,284.00
Aquatics	\$ 743.00	151	\$ 112,193.00
Parks	\$ 3,730.00	151	\$ 563,230.00
Total Development Impact Fees (Residential)	\$ 11,327.00	151	\$ 1,710,377.00

Commercial	Fee Per Unit	Square Footage	Total
Police	\$ 0.370	59,776	\$ 22,117.12
Fire	\$ 0.350	59,776	\$ 20,921.60
Circulation	\$ 3.216	59,776	\$ 192,239.62
Water	\$ 0.769	59,776	\$ 45,967.74
Sewer	\$ 0.138	59,776	\$ 8,249.09
Library	\$ 0	59,776	\$ -
Public Meeting Facilities	\$ 0	59,776	\$ -
Aquatics	\$ 0	59,776	\$ -
Parks	\$ 0.064	59,776	\$ 3,825.66
Total Development Impact Fees (Commercial)	\$ 11,327.00	59,776	\$ 293,320.83

Plan Check Fees		
Building	<i>Building/Electrical/Mechanical/Plumbing Plan</i>	\$TBD
Fire ²	\$956.50	\$TBD
Public Works	<i>(Consultant Estimate)</i>	\$TBD
Total Plan Check Fees		\$

Permit and Inspection Fees		
Building	<i>Building/Electrical/Mechanical/Plumbing Plan</i>	\$TBD
Public Works ³		\$
	<i>Encroachment Permit</i>	\$
	<i>Grading Permit Per CY</i>	\$
	<i>Inspection \$160/hr at min of 2hr per house</i>	\$
Fire	TBD	TBD

Exhibit E Fee Estimate¹

Development Impact Fee ("DIF")

Total Permit and Inspection Fees		\$
	Misc. Fees	
Record Management		\$
General Plan Revision		\$
Strong Motion Tax		\$
Green		\$
Total Misc. Fees		\$
Water and Fire Connection Fees		
Water and Fire Connection Fees		\$TBD
Total Connection Fees	See attached water/fire service installation estimates	\$TBD
School Fees		
<i>School Impact Fee (Estimate) (Fees based on Alhambra District at \$3.79/sf approx. \$8,717/unit)</i>		\$1,316,267
Total School Fees		\$1,316,267 (Alhambra)
County Sanitation Fee		TBD

¹ The fees listed are an estimate only; the final amounts may be different. These fees do not include time and materials costs associated with processing the Project or administrative costs including, without limitation, third-party consultants, and legal fees. All such amounts must be paid before the City issues a building permit.

² Fire fees are not based on building valuation. The fees are calculated on an hourly rate plus third party costs. The estimate shown of \$956.50 includes review of architectural plans subject to change based on actual third party consultant rates for revisions, rechecks or incomplete plans. This estimate does not include potential tenant improvements, which are subject to additional plan check and permit fees. Plan check fees for fire protection systems (fire sprinkler, fire alarm, commercial automatic fire extinguishing systems) are not included in the estimate.

³ Grading permit fees are based on the following:

Permit Fee-1 to 1,000 CY	398.00	
Permit Fee-1,001 to 10,000 CY	547.00	
Permit Fee-10,001 to 50,000 CY	698.00	
Permit Fee-50,001 to 100,000 CY	944.00	
Permit Fee-Over 100,000 CY	1,285.00	plus \$12.36 per 1,000 C/Y over 100,000 C/Y

Exhibit "B" to Draft Ordinance

Exhibit B

Celadon (Current)

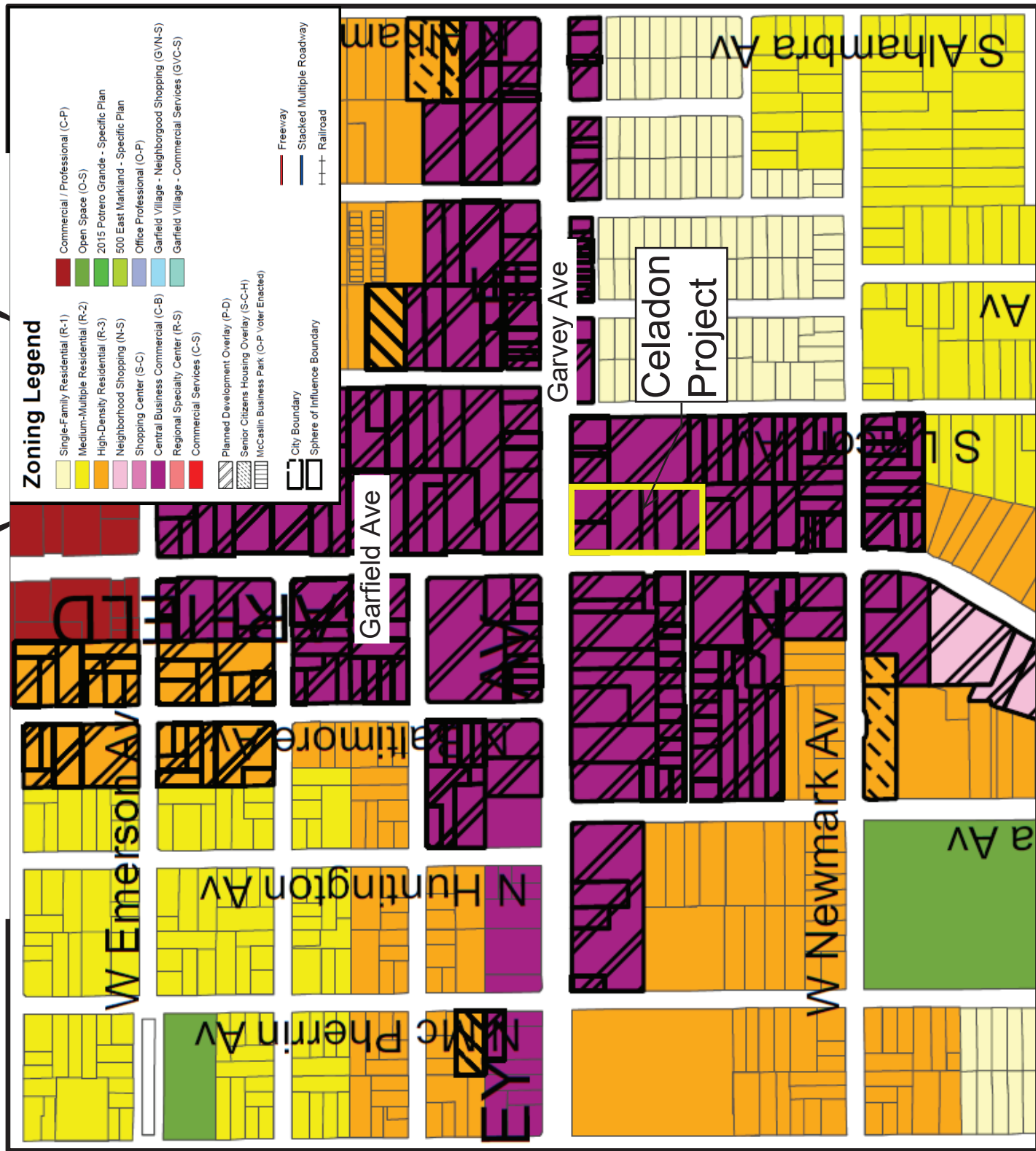


Exhibit B

Celadon (Proposed)

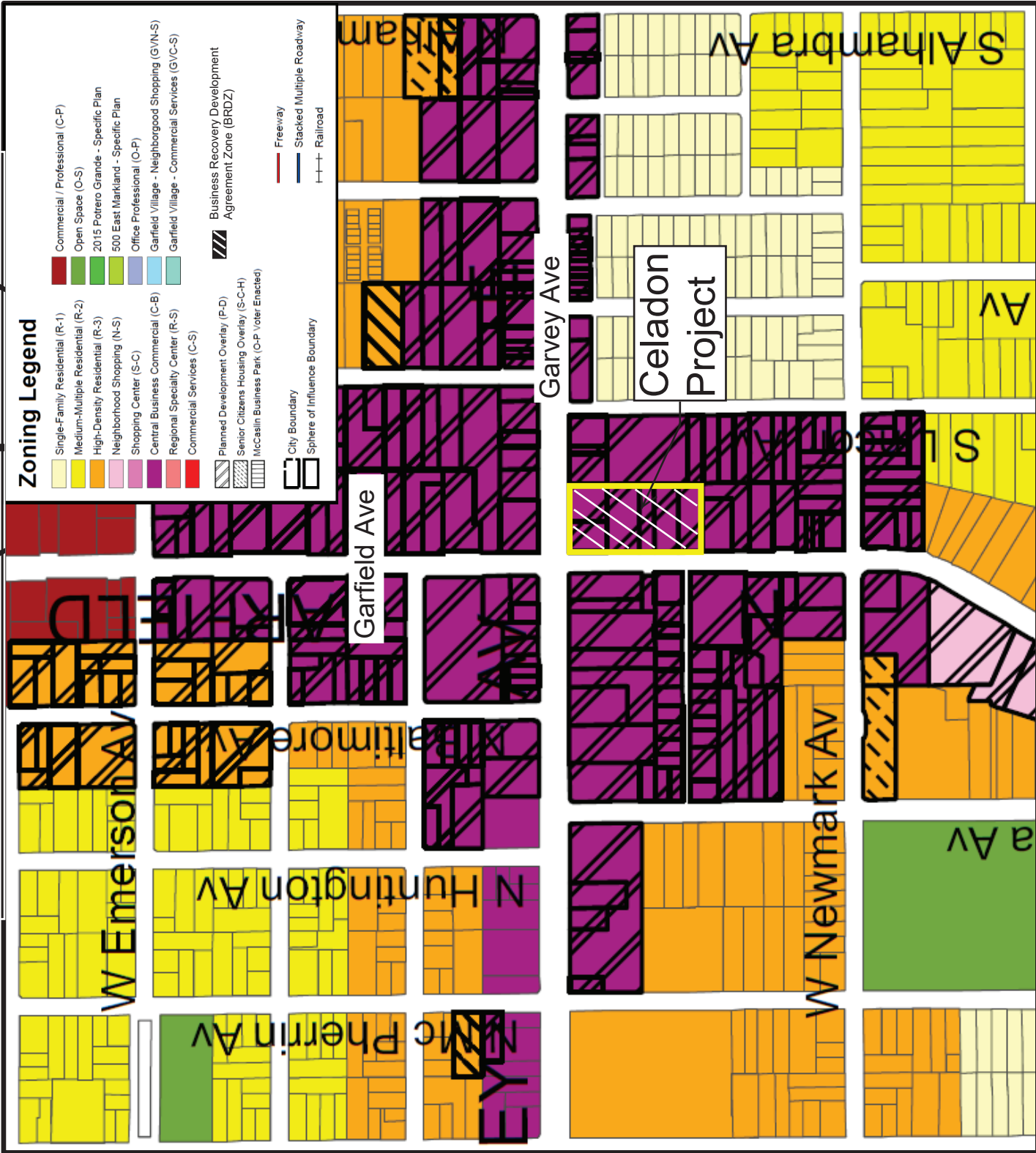


Exhibit "C" to Draft Ordinance

Exhibit C

CONDITIONS OF APPROVAL CELADON

In addition to all applicable provisions of the Monterey Park Municipal Code (“MPMC”), Rykadan 005, LLC (“Applicant,” “Developer,” or “Permittee”) agrees to the following conditions for the City’s approval of a multi-story mixed use development activated by the BRDZ overlay zone (“Project Conditions”).

Unless the contrary is stated or clearly appears from the context, the construction of the words and phrases used in these Project Conditions use the definitions set forth in the MPMC. For purposes of these Project Conditions, the term “Director” refers to the Public Works Director, or designee.

General Conditions

1. The owner/applicant must comply with all applicable law and these conditions including, without limitation, obligations to pay all fees and charges.
2. The owner/applicant’s failure to comply with, or breach of, any condition can, in addition to any other civil or criminal action, result in modification or revocation of this permit. The City may, in accordance with applicable, undertake action and incur costs that may required to effect compliance. All such costs including, without limitation, attorney’s fees, must be reimbursed by the applicant or current property owners in accordance with applicable law.
3. The Project is subject to an ongoing review. If at any time valid, substantiated complaints are received, a public hearing may be held before the Planning Agency, at the sole discretion of the City but in accordance with applicable law, to determine if any condition or the permit should be modified, amended or revoked.
4. The Developer/Applicant must reimburse the City for all attorneys’ fees expended by the City, which are directly related to the processing of this Development/Project. The City will not issue Certificates of Occupancy or any other final occupancy approval until attorneys’ fees billed to date are paid.
5. This approval is for the project as shown on the plans reviewed and approved by the Planning Agency and on file. Before the City issues a building permit, the applicant must submit plans, showing that the project substantially complies with the plans and conditions of approval on file with the Director. Any subsequent modification must be referred to the Director. The Director may, but is not required to, approve minor or technical modifications (including, without limitation, modifications to these conditions), or refer such requested modifications to the Planning Agency.
6. Any exterior changes to the building require the Director’s approval.

7. The applicant or business owner must obtain all applicable permits from the Director if tenant improvements are needed.

Planning

8. Before building permits are issued, the applicant must submit plans demonstrating substantial compliance with the plans and conditions of approval on file with the Director. Any subsequent modification to the project as approved, including the site plan, floor plan, elevations, landscaping and materials, must be referred to the Director to determine whether the Planning Agency should review the proposed modification.

9. Before building permits are issued, the applicant must obtain all the necessary approvals, licenses and permits and pay all the appropriate fees as required by the City.

10. The applicant must comply with all traffic mitigation measures identified in the Class 32 Findings prepared for the Project.

11. Any changes to the colors and materials of the exterior façade of the building must be in compliance with the MPMC and approved to the satisfaction of the Director.

12. Before the City issues a building permit, the applicant must submit final landscaping and irrigation plans to the Director for review and approval to demonstrate compliance with the MPMC. The plant materials used in landscaping must be compatible with the Monterey Park climate pursuant to Sunset Western Garden Book's Zone 24 published by Sunset Books, Inc., Revised and Updated 2001 edition. Additionally, the landscaping and irrigation must be completely installed before the City issues a final Certificate of Occupancy. Additionally, the final landscaping and irrigation plans must comply with the following:

- a. Reclaimed water must be used as the water source to irrigate landscaped areas, if feasible. To that end, dual water connections must be installed to allow for landscaping to be irrigated by reclaimed water, if feasible.
- b. Efficient irrigation systems must be installed which minimize runoff and evaporation and maximize the water which will reach plant roots (e.g., drip irrigation, automatic sprinklers equipped with moisture sensors).
- c. Automatic sprinkler systems must be set to irrigate landscaping during early morning hours or during the evening to reduce water losses from evaporation. Sprinklers must also be reset to water less often in cooler months and during the rainfall season so that water is not wasted by excessive landscaping irrigation.

13. Selection of drought-tolerant, low-water consuming plant varieties must be used to reduce irrigation water consumption.

14. Trash and recycling enclosures must be provided and shown on the site plan that are sufficiently large enough to store the necessary bins required for the regular collection of commercial solid waste and recyclable materials. The site plan with the location and dimensions of the trash and recycling enclosure and an elevation view of the enclosure must be provided to the Director for review and approval before the City issues building permits.
15. Ground level mechanical equipment, refuse collectors, storage tanks, generators, and other similar facilities must be screened from view with dense landscaping and walls of materials and finishes compatible with the overall design of the project and any ancillary buildings.
16. All gutters and spouts must be painted to match the buildings. Galvanized finish is not permitted.
17. The exterior of the building(s) must be treated with anti-graffiti material. All structures and walls must be maintained free of graffiti.
18. The exterior finish of the facility must be comprised of non-reflective paint materials.
19. Exterior lighting must be designed to minimize off-site glare.
20. The building must be designed to comply with all MPMC standards for the attenuation of interior noise.
21. The applicant must provide a marketing implementation plan that includes, without limitation, notification to residents of Monterey Park regarding the availability of affordable housing in the project (if any), eligibility requirements, application requirements, and access to application materials to the satisfaction of the Director.
22. Energy conservation measures must be included in the project. All new residential and commercial buildings must comply with the energy efficiency standards set forth in the MPMC and with the California Green Building Code, as adopted by the MPMC. Before the City issues building permits, the applicant must obtain the Director's approval of an energy efficiency plan that includes the following (unless the applicant demonstrates their infeasibility to the satisfaction of the Director):
 - a. use of photovoltaic systems;
 - b. passive cooling strategies such as passive or fan aided cooling plan designed into the structure and/or a roof opening for hot air venting or installation of underground cooling tubes;
 - c. high efficiency outdoor lighting and/or solar powered lighting;

- d. installation of Energy Star roofs, furnaces, and appliances;
- e. use of solar-assisted water heating for swimming pools and tankless hot water on demand systems if their energy efficiency is demonstrated to exceed that of a central storage tank water heating system;
- f. use of passive solar cooling/heating;
- g. use of natural lighting in lieu of artificial lighting;
- h. installation of energy efficient lighting;
- i. use of water-efficient landscapes; water-efficient irrigation systems and devices; and use of reclaimed water (if available);
- j. installation of cool pavements;
- k. provision of segregated waste bins for recyclable materials;
- l. zero waste/high recycling standards.

Building Conditions

- 23. Before grading permits are issued, the applicant must submit a soils report to the Director for review and approval.
- 24. Before grading permits are issued, the applicant must submit a grading plan to the Director for review and approval. Before building permits are issued, plans must show conformance with the California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and California Energy Code, all as adopted by the MPMC.
- 25. Before building permits are issued, plans must show compliance with accessibility requirements per the California Building Code, as adopted by the MPMC.
- 26. At least one stairway must access the roof per the California Building Code, as adopted by the MPMC.

Fire Department Conditions

- 27. The project must comply with all applicable requirements in the California Building and Fire Codes, as adopted by the MPMC.
- 28. Construction of any cafeteria or kitchen facilities must include installation of a grease interceptor capable of removing fats, oils, and grease from the kitchen waste stream. If the Los Angeles County Health Department determines that the food preparation area does not require the installation of grease interceptors, then this condition will not be required.

29. Construction activities must include a storm water pollution prevention plan addressing non-storm water run-off, debris removal, track-out and protection of storm water system.
30. Any diesel-powered generators must be approved by the Fire Chief, or designee, and provide for secondary containment, placarding, spill detection and prevention. Underground tanks require additional environmental monitoring requirements.
31. The applicant must provide the Fire Chief, or designee, an inventory of any and all chemicals used for laundry, pool or house cleaning, emergency generators or other devices.
32. The applicant, or designee, must contact Underground Service Alert before digging or excavating.
33. Any demolition must be screened for asbestos and lead, with proper notifications to the Air Quality Management District (AQMD).
34. If the building heights exceed 30 feet in height, a dedicated ladder truck access road is required. Access road must be provided from Hellman Avenue to Garvey Avenue. The minimum unobstructed width must be 26 feet and be at least 15 feet, but not further than 30 feet, from the west side of the building. Except for approved security gates in accordance with California Fire Code (CFC) § 503.6, as adopted by the MPMC, a minimum unobstructed vertical clearance of 13 feet 6 inches must be provided for the access road, per the CFC Appendix D105.1, as adopted by the MPMC.
35. When security gates are provided, maintain a minimum access width of 20 feet. The security gate must be provided with an approved means of emergency operation, and must be maintained operational at all times. Electric gate operators, where provided, must be listed in accordance with Underwriters Laboratories (UL) 325. Gates intended for automatic operation must be designed, constructed and installed to comply with the requirements of ASTM F220 per the CFC § 503.6, as adopted by the MPMC.
36. Fire Department vehicular access roads must be provided with a 32-foot centerline turning radius, per the CFC § 503.2.4, as adopted by the MPMC.
37. Provide approved signs or other approved notices or markings that include the words NO PARKING - FIRE LANE. Signs must be provided for fire apparatus access roads, to clearly indicate the entrance to such road, or prohibit the obstruction thereof, as required by the Fire Inspector per the CFC § 503.3, as adopted by the MPMC.
38. Fire Department vehicular access roads must be hardscape all weather access in accordance with the Department's All Weather Access Requirements per the CFC § 503.2.3, as adopted by the MPMC.

39. Fire Department vehicular access roads must be installed and maintained in a serviceable manner before and during the time of construction. Fire Code 501.4.
40. A minimum 5 foot wide approved firefighter access walkway leading from the fire apparatus access road to the building's exterior openings must be provided for firefighting and rescue purposes, per the CFC § 504.1, as adopted by the MPMC.
41. Fire apparatus access roads must be identified with approved signs. Temporary signs must be installed at each street intersection when construction of new roadways allows passage by vehicles. Signs must be of an approved size, weather resistant and be maintained until replaced by permanent signs per the CFC § 505.2, as adopted by the MPMC.
42. The CFC must determine the required fire flow for fire hydrants at this location based on type of construction and total fire area. Plan submittal must include fire flow test data obtained within one year of the submittal date.
43. Show all existing public fire hydrants within 250 feet of the lot frontage on both sides of the street. Specify size of fire hydrant(s) and dimension(s) to property lines. Additional fire hydrant requirements may be necessary after this information is provided per the CFC § C105.2.2, as adopted by the MPMC.
44. All fire hydrants must measure 6" x 4" x 2-1/2", brass or bronze, conforming to American Water Works Association Standard C503, or approved equal, per the CFC § 507.5, as adopted by the MPMC.
45. Building height and area must be determined by the California Building Code (CBC) Table 503, as adopted by the MPMC. Per the CBC §§ 504.2 and 506.3, installation of an automatic fire sprinkler system in an R-1 occupancy will allow either an increase in stories/height or allowable floor area but not both.
46. Provide an approved Class I standpipe system in all stairwells on all levels including the roof as set forth by CBC and CFC § 905.
47. Provide an approved automatic fire sprinkler system and fire alarm as set forth by the CFC §§ 903 and 907.
48. Provide smoke alarms in each room for sleeping purposes and at a point centrally located in the corridor or area giving access to each separate sleeping area. Smoke alarms must be installed in accordance with the manufacturers' instructions. Indicate the smoke alarm locations on plans per the CFC § 907.2.11.1, as adopted by the MPMC.
49. Carbon monoxide alarms must be provided either within all sleeping units or else the building must be provided with a carbon monoxide alarm system that protects all common areas per the CBC § 420.6, as adopted by the MPMC.

50. Public areas (non-residential) designated as accessible by the Building Official must be provided with visible alarm notification appliances per the CFC § 907.5.2.3.3, as adopted by the MPMC.
51. Smoke dampers must be provided whenever ducts penetrate smoke barriers and elevator lobbies as set forth by the CBC. Fire dampers must be provided whenever ducts penetrate the ceiling of fire-resistive floor-ceiling or roof-ceiling assemblies, an atrium enclosure element, or areas of refuge. In addition, the building exterior must have protected opening as set forth by the CBC Chapter 7. Identify smoke/fire dampers per the CBC § 716.4, as adopted by the MPMC.
52. A minimum of one rated stairwell must extend to the roof per the CFC § 504.3, as adopted by the MPMC.
53. Provide approved stairway identification signs located approximately 5-feet above the floor landing, at each floor level, and in all enclosed stairways in buildings three or more stories in height. Provide stairway identification signs for review and approval by the Fire Department per the CFC §§ 1022.8 and 1022.8.1, as adopted by the MPMC.
54. Every public area must have clearly visible emergency procedures information printed on a floor plan representative of the floor level and posted on the interior of each entrance door per the CFC § 404.7.2, as adopted by the MPMC.
55. Emergency procedures information printed on a floor plan must be posted at every stairway landing, at every elevator landing, and immediately inside all public entrance to the building per the CFC § 404.7.3.1, as adopted by the MPMC.
56. A minimum of one elevator providing general stretcher dimensions and extending to the top floor must be provided per the CBC § 3002.4a, as adopted by the MPMC.
57. Provide illuminated exit signs when two or more exits are required from a room or an area. Exit signs must be readily available from any direction of approach and must be located as necessary to clearly indicate the direction of egress travel. No point must be more than 100 feet from the nearest visible exit sign. Indicate all exit sign locations on plans per the CFC § 1011, as adopted by the MPMC.
58. Low-level exit signs are required in all interior rated corridors and areas serving residences of Group R, Division 1 Occupancies. Indicate all floor-level exit sign location on plans per the CFC § 1011.6, as adopted by the MPMC.
59. Fire Department access roads and portable fire extinguishers must be provided and maintained during construction, alternation or demolition of a building per the CFC §§ 1410.1 and 1415, as adopted by the MPMC.

60. A permit must be obtained from the Fire Chief, or designee, before engaging in activities, operations, practices or functions as indicated in the CFC §§ 105.6. and 105.7, as adopted by the MPMC.
61. Fire protection, including fire apparatus access roads and water supplies for fire hydrant must be installed and made serviceable before and during the time of construction per the CFC § 501.4, as adopted by the MPMC.
62. Marking of fire apparatus access roads and approved signs must be provided to identify such roads and prohibits the obstruction thereof or both that include the words NO PARKING – FIRE LANE per the CFC § 503.3, as adopted by the MPMC.
63. All rated exit stairwells must have keyed exterior doors on the ground level. Knox boxes must be provided adjacent to all exit stairwell exterior doors at approved locations. A Knox box must also be provided adjacent to the main entrance at an approved location per the CFC § 506.1, as adopted by the MPMC.
64. Fire/Smoke dampers, when required, must be interconnected to the Fire Alarm (if the building is equipped with a fire alarm system). A separate plan submittal and permit is required for the alarm work as per the CFC § 901.2.1, as adopted by the MPMC.
65. Air-moving systems (i.e., HVAC) supplying air in excess of 2,000 CFM to enclosed spaces within buildings must be equipped with automatic shut-off. When required, duct smoke detectors must be installed in the main supply-air duct served by such equipment and interconnected to the fire alarm (if the building is equipped with a fire alarm). A separate plan submittal and permit is required for the alarm work per the California Mechanical Code § 609, as adopted by the MPMC.
66. Portable fire extinguishers must be installed per the CFC § 906. Start the placement of the fire extinguisher near the main exit door. Mount the fire extinguisher in a visible and accessible location, 3 to 5 feet above the finished floor to the handle. Not more than 5 feet above the finished floor for extinguishers weighing 40 pounds or less and not more than 3 to 5 feet above the floor for extinguishers weighing more than 40 pounds. Building with multiple floors must have at least one fire extinguisher per floor.
67. Light Hazard Occupancies (offices, classrooms, churches, assembly rooms, residential, etc.) require “2A10BC” fire extinguishers. The maximum coverage area is 6,000 square feet per extinguisher and the maximum travel distance cannot exceed 75 feet.
68. Ordinary Hazard Occupancies (parking garages, retail, light manufacturing factories, warehouse without high-piled storage, etc.) require “3A40BC” fire extinguishers. The maximum coverage area is 4,500 square feet per extinguishers and the maximum travel distance cannot exceed 75 feet.

69. Commercial Kitchens require a fire extinguisher listed and labeled for Class K fires to be provided within 30 feet of travel distance to commercial food heat-processing equipment.

70. A readily visible and durable sign shall be provided above the main entrance door stating: "THIS DOOR TO REMAIN UNLOCKED WHILE BUILDING IS OCCUPIED" in occupancy Group A having an occupant load of 300 or less, Groups B, F, M and S must be equipped with common knowledge lever type, single action hardware, unless panic hardware is specifically required per the CFC § 1008.1.9.3, as adopted by the MPMC.

71. All doors designated as exits, except for the main entrance in Group A with less than 300 persons, B, F, M, and S occupancies must be equipped with common knowledge lever type, single action hardware, unless panic hardware is specifically required per the CFC § 1008.1.9, as adopted by the MPMC.

72. Additional exit signs may be required at the time of final inspection, if the ones provided do not meet the intent of the code per the CFC § 1011.1, as adopted by the MPMC.

73. If emergency illumination is existing and/or required, additional fixtures may be required to be installed (verify the requirements with the plans). The lighting must provide a minimum of one-foot candle at the floor level throughout the exit path. Testing of the fixtures will be required during the final inspection. The Fire Inspector may request a nighttime test at his/her discretion to confirm the minimum requirement of one-foot candle at floor level per the CFC § 1006, adopted by the MPMC.

74. Any room having an occupant load of 50 or more where fixed seats are not installed, and which is used for assembly purposes, must have the capacity of the room posted in a conspicuous place on an approved sign near the main exit from the room the CFC § 1004.3, as adopted by the MPMC.

75. Any fire sprinkler system installation or modification requires a separate plan check submittal and approval. Work cannot commence until a fire permit is obtained. Inspection of the rough piping must be performed before being concealed. Ceiling tiles and/or dry wall must not be installed unless approved by the Fire Inspector per the CFC § 901.2, as adopted by the MPMC.

76. Any fire alarm and/or fire sprinkler system monitoring installation or modification requires a separate plan check submittal and approval by the Fire Chief, or designee. Work cannot commence until a fire permit is obtained. Inspection of the system shall be performed and subject to acceptance tests before operation per the CFC § 907.1.1, as adopted by the MPMC.

77. Other fire protection systems and appurtenances (e.g., commercial cooking operations for hood fire suppression, underground fire line, standby power systems, FM-200) installation or modification requires a separate plan check submittal and approval. Inspection of the system must be performed and subject to acceptance tests before operation per the CFC § 904.1, as adopted by the MPMC.

78. A two-way, approved Fire Department communication system must be provided for Fire Department use. It must operate between the main control room and elevators, elevator lobbies, emergency and standby power rooms and at entries into enclosed stairways per the CFC §§ 907.2.13.2 and 914.3.4, as adopted by the MPMC.

79. Emergency responder radio coverage must be provided per the CFC § 510.1 and MPMC § 17.02.110.

80. Provide a minimum of one standpipe system for use during construction. Such standpipe must be installed when the progress of construction is not more than 40 feet in height above the lowest level of fire department access per the CFC § 1413, as adopted by the MPMC.

81. Provide a parking space clearly labeled and reserved for “Fire Vehicles” on the ground floor. This parking space must be located within close proximity of the commercial area. The location of the parking space is subject to the approval of the Fire Chief.

82. Contractor’s statement of compliance. Before requesting final approval of the installation of fire protection systems and appurtenances, the installing contractor must furnish a written statement to the Fire Inspector that the subject fire protection system was installed in accordance with approved plans and has been tested in accordance with the manufacturer’s specifications and the appropriate installation standard. Any deviations from the design standard must be noted and copies of the approvals for such deviations must be attached to the written statement per CFC § 901.2.1, as adopted by the MPMC.

83. The owner of the protected premises will be responsible for all annual inspection, testing, and maintenance for all fire protection systems and their appurtenances within the protected premises in accordance to their referenced national standards and submit said reports annually to the Fire Chief, or designee, one year after commissioning of each system. The Fire Chief, or designee, will review the annual reports that will be subject to a fee for review and inspections as deemed required by the Fire Chief per CFC § 901.1.1, as adopted by the MPMC.

84. An on-site Fire Inspector may be required for this project at no expense to the jurisdiction for the duration of the project construction as determined by the Fire Chief, or designee. The on-site inspector must be approved by the Fire Chief, or designee.

85. A building code and egress analysis report of the applicable portions of the California Fire and Building code must be prepared by a qualified and licensed professional. The report will bear the stamp of a registered design professional to analyze the fire safety properties of the design, operation, or use of the building or premise and the facilities and appurtenances for review by the fire code official without charge to the jurisdiction per the CFC § 104.7.2, as adopted by the MPMC.

86. If “As-built” plans are required, additional fees will be due for the review of the drawings.

Public Works Department Conditions

87. All onsite utilities including, without limitation, water, electricity, gas, sewer and storm drains, must be installed underground.
88. All public works improvements must comply with the standards and specifications of the City and to the satisfaction of the City Engineer. All public improvements must be completed and accepted by the City before final inspection approval.
89. Before the City issues a Certificate of Occupancy, all damaged or off-grade curb, sidewalk and pavement must be removed and replaced as required by the Public Works Director, or designee.
90. The applicant must secure any required encroachment permits from the Public Works Director, or designee, before commencing any work in the public right-of-way.
91. The project must comply with the latest National Pollution Discharge Elimination System (NPDES) requirements and provide Best Management Practices (BMPs) for sediment control, construction material control and erosion control.
92. Before the City issues a building permit, the location and sizes of all proposed water meters must be approved by the City.
93. Before the City issues a building permit, the applicant must clean and inspect (via remote TV camera) the project sewer main. If found impaired, the applicant is responsible for the replacement of the sewer main.
94. A registered civil engineer must provide storm (hydrologic and hydraulic) calculations for appropriate storm drain facilities to control on-site drainage and mitigate off-site impacts, as follows, subject to review and approval from the Public Works Director, or designee:
 - a. The design must follow the criteria contained in both the Los Angeles County Department of Public Works Hydrology Manual and Standard Urban Storm Water Mitigation Plan or most recent editions. Flows must remain in their historical drainage pattern so as not to impact neighboring properties.
 - b. New development must not increase the rate of flow (cubic feet per second) or velocity (feet per second) of site run-off water to any off-site drainage areas beyond the measured or calculated pre-project rate and velocity.
95. Construction related parking must be provided on-site.

96. All record drawings (as-built drawings) and supporting documentation must be submitted to the Public Works Director, or designee, before scheduling the project's final inspection.

Police Department Conditions

97. Before the City issues a building permit, the applicant must submit a photometric light study to the Police Chief, or designee, for review and approval. A site plan must be provided showing buildings, parking areas, walkways, and the point-by-point photometric calculation of the required light levels. Foot candles must be measured on a horizontal plane and conform to a uniformity ratio of 4:1 average/minimum. The photometric study must be point-by-point and include the light loss factor (.7). Lighting levels must be adjusted to meet the minimum foot candle requirements within each area of the site. All interior or exterior corridors, passageways and pedestrian walkways and open parking lot must be illuminated at all times with a minimum maintained one foot-candle of light on the walking surface.

98. A schematic plan of the security camera system must be submitted and approved by the Police Chief, or designee, before the City issues a building permit, and must be included as a page in the stamped approved set of plans.

99. Lighting devices must be enclosed and protected by weather and vandal resistant covers.

100. Stairways must be illuminated with a minimum maintained one foot-candle of light on all landings and stair treads at all times.

101. Recessed areas of building or fences, which have a minimum depth of two feet, a minimum height of five feet, and do not exceed six feet in width and are capable of human concealment, must be illuminated with a minimum maintained 0.25 foot-candles of light at ground level during the hours of darkness. This requirement applies to defined recessed areas which are within six feet of the edge of a designated walking surface with an unobstructed pathway to it, not hindered by walls or hedge row landscaping a minimum of two feet in height.

102. All types of exterior doors must be illuminated during the hours of darkness, with a minimum maintained one foot-candle of light measured within a five-foot radius on each side of the door at ground level. The light source must be controlled by a photocell device or a time-clock with an astronomic clock feature and capable of operating during a power outage.

103. The addressing, open parking lot and trash dumpster must be illuminated with a maintained minimum of one foot-candle of light on the ground surface during hours of darkness.

104. Street addressing must be a minimum of 6 inches high and must be visible from the street or driving surface, of contrasting color to the background and illuminated during hours of darkness. Addressing must also be shown on plan elevations.

105. All landscaping must be low profile around perimeter fencing, windows, doors and entryways so as not to limit visibility or provide climbing access. Dense bushes cannot be clumped together in a manner that provides easy concealment.

106. Stairwell doors exiting onto the street must have a minimum 100-square inch vision panel, with a minimum five inch width, to provide visibility into the area being entered. Vision panels must meet the requirements of the California Building Code, as adopted by the MPMC. Vision panels must preclude manipulation of the interior locking device from the exterior.

107. Interior stairwell doors must have glazing panels a minimum of five inches wide and 20 inches in height and meet the requirements of the California Building Code, as adopted by the MPMC. Residential unit exterior doors must have a deadbolt lock, a secondary security latch and a wide angle (190-200 degree) door viewer, not to be mounted more than 58 inches from the bottom of the door.

108. Exterior mounted ladders are prohibited except: (1) ladders with a minimum 1/8 inch thick steel plate, securely attached to the ladders edge on each side, and extending to within two inches of the wall for a height of ten feet above ground level. A door and cover must be securely attached to the front of the ladder, and be constructed of minimum 1/8-inch steel, extending from ground level to at least ten feet high. The ladder must have non-removable hinge pins and be locked securely against the side wall by a locking mechanism with a minimum five pin tumbler operation; or (2) the bottom of the ladder must begin ten feet above the ground surface.

109. All pool entrances must be posted with "No Trespassing" signs.

110. Any pool restroom and shower doors must have access control as reviewed and approved by the Police Chief, or designee.

111. Exterior gates leading to the pool must be secured by electronic access control.

112. When a specific project option is selected, the Police Department may require the applicant to comply with more specific requirements as they pertain to: doors/hardware, windows, mailboxes, lighting, landscaping, addressing, stairwells, trash dumpsters, parking, other possible requirements they may pertain to a specific assisted living facility layout (access controls).

1. The property owner must hire and private security for the entire complex. The private security company must be properly licensed and meet all the criteria and legal obligations to operate a private security company. There must be a minimum of two security guards on the premises at all times. The Chief of Police has the

authority to increase or decrease the number of security guards as the situation calls for.

2. All major common areas of the locations, including all parking areas, must be covered by security video cameras. All security cameras must operate 24-hours a day, seven days a week. All cameras must record onto a recording medium and all recordings must be maintained in a secure and locked enclosure. Security video cameras must be installed at all the entrance/exits and must be positioned to capture the faces of people entering and exiting. All recordings must be maintained for a minimum of 30 days. All recordings must be made readily available for any law enforcement official who requests the recording(s) for official purposes. If the Chief of Police determines that additional security cameras are required, the management must comply with the direction within 7 days. Also, access to all security video cameras must be made available to the Police Department, via the internet, by providing the IP address for all cameras. The Chief of Police can also require a change in the position of the video cameras if it is determined that the position of the camera does not meet security needs. The management must comply with the request within 7 days. A comprehensive security plan must be submitted to the Police Department for final review and approval before the project opening.
3. Property management will work with the Police Department to identify a designated area on the property where emergency vehicles may park within close proximity of the commercial areas when responding for calls for service at the location. This area can be designated at a later time but must be subject to the approval of the Chief of Police.
4. Any gate code/key must be provided to the Police Department so that access can be made in case of emergencies.
5. Access to the roof of the building structures will be locked and secured. Access to the roof will be restricted to maintenance personnel, building management, or other authorized personnel.
6. All businesses in the complex are encouraged to join and participate in the Monterey Park Police Department's Business Watch Program; a fee service designed to educate businesses about minimizing criminal activity. The Community Relations Bureau can be contacted at (626) 307-1215

Construction Conditions

113. Before any construction occurs the perimeter of the property must be fenced with a minimum 6-foot high fence. The fence must be covered with a material approved by the Director to prevent dust from leaving the site.

114. Public sidewalks must remain open at all times or provisions made to provide temporary sidewalks during construction to the approval of the Director or designee.

115. All haul trucks hauling soil, sand, and other loose materials must either be covered or maintain two feet of freeboard. Proposed haul route to be submitted for review and approval by the Director or designee.

116. NOx emissions during construction must be reduced by limiting the operation of heavy-duty construction equipment to no more than five pieces of equipment at any one time.

117. Staging of construction vehicles and vehicle entry and egress to the site must be approved by the Public Works Director, or designee. Temporary construction driveways must be approved by the Public Works Director, or designee. Temporary construction driveways must be removed before the City issues a certificate of occupancy.

118. Construction vehicles cannot use any route except the City's designated Truck Routes.

119. The applicant must develop and implement a construction management plan, as approved by the Public Works Director, or designee, which includes the following measures recommended by the AQMD:

- a. Configure construction parking to minimize traffic interference.
- b. Provide temporary traffic controls during all phases of construction activities to maintain traffic flow (e.g., flag person).
- c. Re-route construction trucks away from congested streets.
- d. Maintain equipment and vehicles engines in good condition and in proper tune as per manufacturer's specifications and per AQMD rules, to minimize dust emissions.
- e. Suspend use of all construction equipment during second stage smog alerts.
- f. Use electricity from temporary power poles rather than temporary diesel or gasoline-powered generators.
- g. Diesel-powered equipment such as booster pumps or generators should be replaced by electric equipment, if feasible.
- h. Catalytic converters must be installed, if feasible.
- i. Equipment must be equipped with two-to-four-degree engine time retard or pre-combustion chamber engines.
- j. Use methanol or natural gas powered mobile equipment and pile drivers instead of diesel if readily available at competitive prices.
- k. Use propane or butane powered on-site mobile equipment instead of gasoline if readily available at competitive prices.

120. During construction and operations, all waste must be disposed in accordance with all applicable laws and regulations. Toxic wastes must be discarded at a licensed, regulated disposal site by a licensed waste hauler.

121. All leaks, drips and spills occurring during construction must be cleaned up promptly and in compliance with all applicable laws and regulations to prevent contaminated soil on paved surfaces that can be washed away into the storm drains.

122. If materials spills occur, they must be cleaned up in a way that will not affect the storm drain system.

123. The project must comply with the MPMC storm water and urban pollution controls.

124. Before anticipated rainfall, construction dumpsters must be covered with tarps or plastic sheeting.

125. Inspections of the project site before and after storm events must be conducted to determine whether Best Management Practices have been implemented to reduce pollutant loadings identified in the Storm Water Pollution Prevention Plan.

126. The owner or contractor must conduct daily street sweeping on the surrounding streets and haul route and truck wheel cleaning to prevent dirt in the storm drain system.

127. Storm drain system must be safeguarded at all times during construction.

128. All diesel equipment must be operated with closed engine doors and must be equipped with factory-recommended mufflers.

129. Electrical power must be used to run air compressors and similar power tools.

130. The applicant must provide a telephone number for local residents to call to submit complaints associated with the construction noise. The number must be posted on the project site and must be easily viewed from adjacent public areas.

131. During construction, the contractor must store and maintain equipment as far as possible from adjacent residential property locations northwest of the site.

132. Construction related noise is restricted to the hours of 7:00 a.m. to 6:00 p.m. Monday through Saturday, and prohibited at anytime on Sunday or a Federal holiday.

Impact Fee Conditions

133. The developer/owner is responsible for ascertaining and paying all City development fees such as, without limitation, sewer deficiency fees, water meter fees and metered water service impact fees as required by the MPMC. This condition also serves as notice pursuant to Government Code § 66020(d) that the City of Monterey Park is imposing impact fees ("DIFs") upon the project in accordance with the Mitigation Fee Act (Government Code § 66000, et seq.) and the MPMC. The applicant is informed that it may protest DIFs in accordance with Government Code § 66020.

Development Plan Conditions

134. The Final Development Plan expires five years after approval, unless before the expiration date, substantial physical construction was completed on the Development Plan or a Time Extension has been applied for by the Permittee. The decision maker with jurisdiction over the project may, upon good cause shown, grant a time extension for one year.

135. If the Permittee requests a Time Extension, the project may be revised to include updated language to standard conditions and/or may include revised/additional conditions which reflect changed circumstances or additional identified project impacts. The Permittee is required to pay all applicable fees in effect at the time the City issues a building permit or certificate of occupancy, as applicable.

136. City will not issue any development permit, including for grading, except in conformance with an approved Final Development Plan. The size, shape, arrangement, use, and location of buildings, walkways, parking areas, drainage facilities, and landscaped areas must be developed in substantial conformity with the approved development plan marked City Council Hearing dated October 6, 2021. Substantial conformity must be determined by the Director.

137. On the date a subsequent Preliminary or Final Development Plan is approved for this site, any previously approved, but unbuilt, plans become null and void.

138. Revised plans and building elevations incorporating all conditions of approval for this project must be coordinated and submitted to the Director as one package in accordance with plan check requirements. All plans, including site, grading, landscape, irrigation, mechanical, and street improvement plans must be reviewed for condition compliance before issuance of any permits such as grading, building, or encroachment permits. Any change to the size, colors, construction materials, design, or location of any structure onsite, or other site or landscape improvements, except to the extent such changes are deemed in substantial conformity, must not be made without approval by the Director.

Miscellaneous

139. All plans submitted with a request for a building, and/or grading permit must include all applicable conditions of project approval.

140. Before approval of the first grading permit and/or building permit, the Permittee must pay all applicable City of Monterey Park permit processing fees in full. Before the start of any work on-site, the Permittee must request and attend a preconstruction meeting that includes monitor(s), project superintendent, architect, subcontractors, as well as City representatives.

141. Any temporary building, trailer, commercial coach, etc. installed or used in connection with construction of this project must comply with the requirements of the MPMC.

142. All trees planted or preserved in accordance with this approval must be maintained according to the latest adopted American National Standard Institute (ANSI) guidelines for tree care, generally referred to as ANSI A300 (various parts), and the companion publications "Best Management Practices" published by the International Society of Arboriculture (ISA). Any pruning of trees, other than light pruning of no more than 25 percent (25%) of the foliage within any one growing season, requires review and approval of the City of Monterey Park before commencement of the work.

143. The Permittee is responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements herein in the MPMC, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City.

144. The Permittee is responsible for the completeness and accuracy of all forms and supporting materials submitted in connection with any application. Any errors or discrepancies found therein may constitute grounds for the revocation of any approvals.

ATTACHMENT 2
October 6, 2021, City Council Staff Report



City Council Staff Report

DATE: October 6, 2021

AGENDA ITEM NO: Public Hearing
Agenda Item No. 4A

TO: The Honorable Mayor and Members of the City Council

FROM: Jon Turner, Acting City Planner

SUBJECT: Conduct a Public Hearing to consider DA-21-XX a Development Agreement enacting the Business Recovery Development Agreement Zone (BRDZ) permitting and development of a 509,295 square foot multi-story mixed use residential/commercial project over three subterranean parking levels located at 114 E. Garvey Avenue.

RECOMMENDATION:

It is recommended that the City Council consider:

- (1) Opening the public hearing;
- (2) Receiving documentary and testimonial evidence;
- (3) Closing the public hearing;
- (4) Introducing and waiving first reading of an ordinance adopting DA-21-XX. Second reading and adoption would occur on October 20, 2021. If the ordinance is adopted, the DA would become effective November 19, 2021; and
- (5) Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

The Project is categorically exempt from additional environmental review pursuant to CEQA Guidelines § 15332 as a Class 32 categorical exemption (In-Fill Development Projects). The Project consists of constructing a multi-story mixed use facility on six legal vacant parcels totaling 2.19 acres surrounded by existing development. Other than activating the BRDZ via the draft Ordinance and Development Agreement, there are no proposed changes to the General Plan nor the zoning. The Project site has no value as habitat for endangered, rare or threatened species. The technical studies prepared for the Project demonstrate there will not be any significant environmental effects relating to traffic, noise, air quality, or water quality. Finally, the Project can be adequately served by all required utilities and public services.

EXECUTIVE SUMMARY:

Rykadan 005, LLC., (Rykadan) seeks to enter into a Development Agreement (DA-21-XX) with the City to activate the Business Recovery Development Agreement Zone ("BRDZ") to allow multi-story mixed use with a food hall as a permitted use in the P-D zone. This would allow construction of a 509,295 square foot residential/commercial facility on 2.19 acres located at 114 E. Garvey Avenue. The facility will consist of approximately 151 residential units totaling approximately 170,000 square feet; 7,800

square feet of amenity and lobby space; 43,902 square feet of commercial land uses (e.g., retail and restaurant space); and 16,000 square feet for back of house, trash and other ancillary uses. Parking spaces (509) will be provided on three subterranean parking levels and two above-grade levels. The bedroom mix is initially planned to be 1 studio, 27 1-bedroom, 95 2-bedroom and 28 2-bedroom plus den units (the “Residential Units”). The commercial portion of the site will include a retail food establishment use, which will operate similar to a food court or a farmers’ market. Individual vendors will lease spaces within this area, and the remainder of the space will be circulation for visitors/customers and for seating. Alcohol sales will be permitted by individual vendors. As shown on the Site Map, Level 1 includes a food hall, restaurant, and retail spaces, residential lobbies, back of house operations and storage, patio seating, and a main plaza along Garfield Avenue. Level 2 includes a food hall, restaurant, and retail spaces, and a fitness center, and patio seating along Garvey Avenue. Levels 3 through 6 include residential units as follows: 37 units on Level 3, 38 on Level 4, 38 on Level 5, and 38 on Level 6.

BACKGROUND AND ANALYSIS:

114 E. Garvey Avenue is currently comprised of six undeveloped parcels on the southeast corner of the intersection of Garvey Avenue and Garfield Street (“Project Site”). Rykadan 005, LLC. (“Applicant”) seeks to construct a 509,295 square foot mixed use facility. The Mixed Use land designation with a P-D overlay zone currently does not have a designation/use for Food Hall which is not listed as a permitted use. The Monterey Park Business Recovery Program (“BRP”), however, established the BRDZ which allows the Applicant to construct the Project by activating the BRDZ using a Development Agreement (DA-21-XX). If approved, the Project will result in improving an underutilized parcel within an existing planned development (P-D) corridor and further serves to implement the BRP to stimulate economic growth, jobs and provided needed residential and commercial space for the City’s residents and businesses.

Overall, the Project meets the development standards required by the P-D overlay zone and those allowed by DA-21-XX (Attachment 1) which is further discussed in the Site Plan section of this report. The architecture utilizes a variety of building materials which are attractive and compatible with surrounding buildings. The proposed use is compatible with the other uses in the P-D zone and consistent with the City’s General Plan designation. Therefore, staff recommends approval of DA-21-XX, thereby entering into a Development Agreement with Rykadan 005, LLC to implement the BRDZ and the approval to construct a 509,295 square foot mixed use residential/commercial facility based on the findings and Conditions of Approval in Attachment 1.

Site Plan:

As shown in below, the project site is situated at the southeast corner of the intersection of Garvey Avenue and Garfield Avenue. As proposed, the Project results in a Floor Area Ratio (F.A.R.) of 2.4. The P-D zone limits the F.A.R. to 2.5 or as in this case the 95,428 square foot site would be limited to only 238,570 square feet of floor area. In accordance with the proposed Development Agreement the applicant is seeking to establish a F.A.R of 2.4 for the project site. This F.A.R. is below that established by the P-D zone. The

overall design maintains the required setbacks along Garvey Avenue and Garfield Avenue through two dedication requests. The request is a setback of 15 feet from the existing Garfield Avenue right-of-way, and approximately 3.5 feet from Garvey Avenue right-of-way.

Access is provided by a two 30-foot wide drive-ways (one on Garfield Avenue and one on Garvey Avenue) with the project's internal circulation through three levels of standard vehicle parking. The project prominence is focused on Garfield Avenue with anchor retail space at the intersection corner of the building.

Architecture:

The contemporary style architecture and mixed uses results in three below grade levels and six at grade and above levels. The building has an overall height of 73 feet 6 inches. This is less than the 75-foot maximum regulated in the P-D overlay Zone.

Attachment 3 includes the architectural writeup from the developer regarding the finishes on the exterior facades. There are a limited number of exterior materials for the upper floors – stucco, brick and a wood print metal siding. The original material was to be wood,

but durability and maintenance issues persuaded the design team to opt for the metal siding. The lower floors (storefronts) are a dark bronze color and are clad in a dark brick veneer. There will be a wood surround for the storefronts as well as metal framed canopies with integral lighting. Large green walls (landscaping) will cover certain portions of the structure as shown in Attachment 3.

Landscaping:

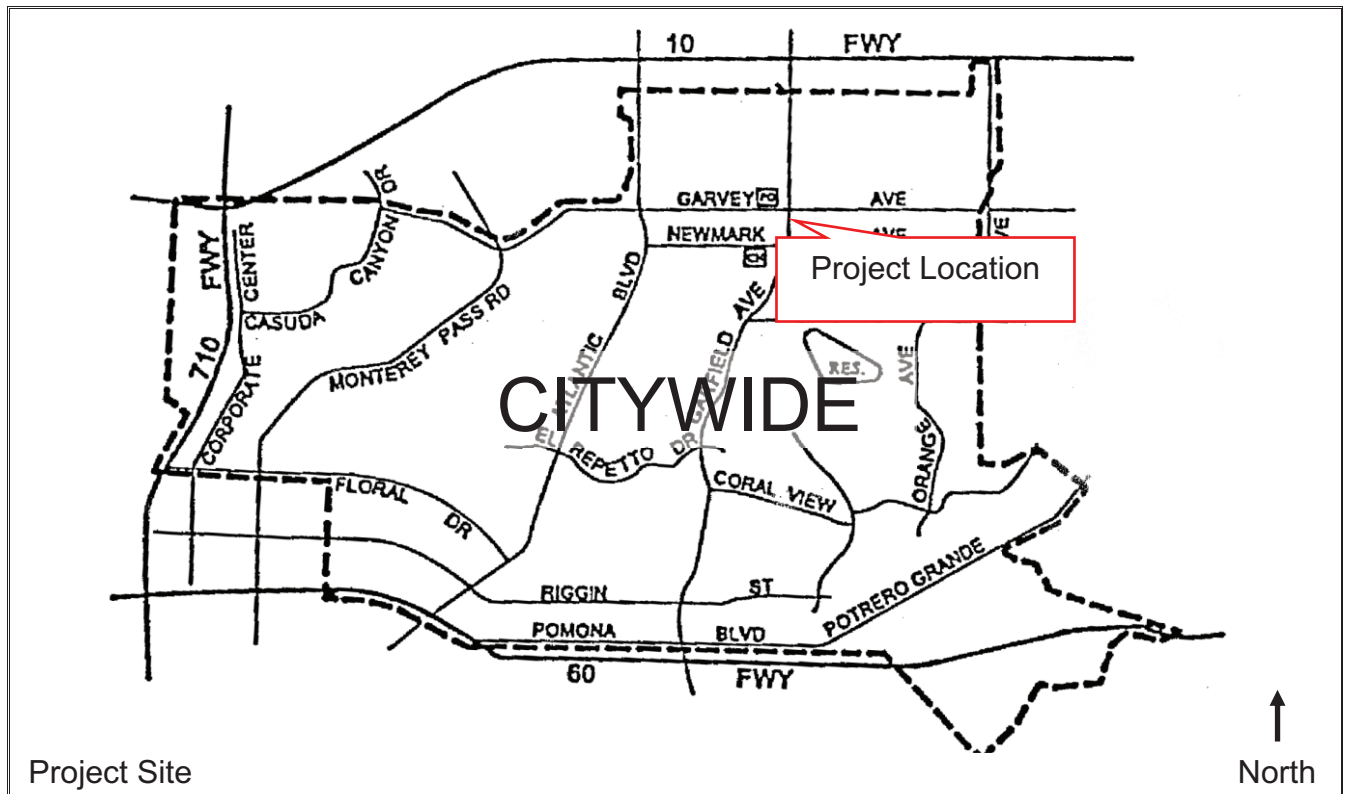
The project's landscaping consists of public right of way trees with site internal landscaped planters. The plan materials and irrigation are required to be consistent with the City's landscape standards prescribed for commercial development and implement a planting pallet that meets the City's and State's water conservation goals.

OTHER ITEMS:

Legal Notification

The legal notice of this hearing was posted at City Hall, Monterey Park Bruggemeyer Library, and Langley Center and published in the Monterey Park Progress on **September 16, 2021**, with affidavits of posting and publication on file.

Vicinity Map



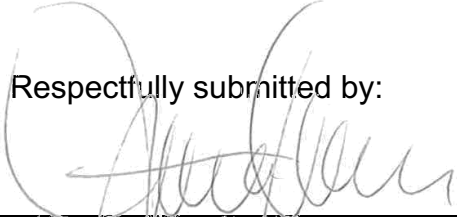
Aerial Map



FISCAL IMPACT:

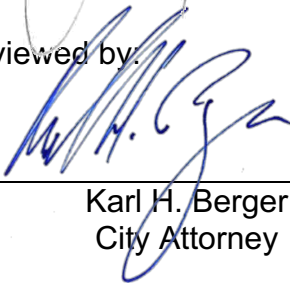
There will be an anticipated increase in property, sales, and business license tax revenue upon development of the project site.

Respectfully submitted by:



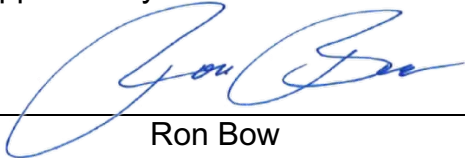
Jon Turner, PE
Acting City Planner

Reviewed by:



Karl H. Berger
City Attorney

Approved by:



Ron Bow
City Manager

ATTACHMENTS:

- Attachment 1: Draft Ordinance with Exhibits (including Development Agreement)
- Attachment 2: Exterior Architectural Finish Narrative

ATTACHMENT 1

Draft Ordinance with Exhibits (including Development Agreement)

ORDINANCE NO. _____

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONTEREY PARK AND RYKADAN 005, LLC, TO FACILITATE DEVELOPMENT OF A MULTI-STORY MIXED USE DEVELOPMENT; AND TO ACTIVATE THE BUSINESS RECOVERY DEVELOPMENT AGREEMENT ZONE (“BRDZ”) IN MONTEREY PARK MUNICIPAL CODE CHAPTER 21.45.

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

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

- A. Rykadan 005, LLC, (“Developer”) proposes to enter into a development agreement with the City of Monterey Park (the “Development Agreement”), which is attached to this Ordinance as Exhibit “A,” and incorporated by reference.
- B. The Development Agreement activates the Business Recovery Development Agreement Zone (“BRDZ”) which allows the Developer to construct a proposed 509,295 square foot multi-story, mixed use facility (the “Project”) on 2.19 acres located at 114 E. Garvey Avenue (the “Property”). The proposed Project was reviewed by the City for, in part, consistency with the General Plan and conformity with the MPMC;
- C. In addition, the City reviewed the Project’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the “CEQA Guidelines”);
- D. The City completed its review and scheduled a public hearing regarding the proposed Project, before the City Council for October 6, 2021. Notice of the public hearing on the proposed Project was posted and mailed as required by the MPMC;
- E. On October 6, 2021, the City Council conducted a public hearing to consider the Project including, without limitation, this Ordinance and the Development Agreement;
- F. The City Council reviewed the proposed project, conditions of approval, and related environmental aspects of the Project as required by the MPMC at the October 6, 2021 public hearing; and

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 operating memoranda as permitted by the DA, in a form approved by the City Attorney.

SECTION 8. *BRDZ Activation.* Pursuant to MPMC § 21.45, the BRDZ is activated for the Project Site identified in the DA. Combined with the regulations governing the Project Site by the MPMC and this Ordinance, the DA will regulate all land uses on the Project Site.

SECTION 9. *Zone Map Amendment.* Pursuant to MPMC § 21.45.020 (F), the Monterey Park Zoning Map is amended to reflect the BRDZ overlays as set forth in attached Exhibit "B," which is incorporated by reference.

SECTION 10. *Project Conditions.* The conditions of approval attached as Exhibit "C," and incorporated by reference, will regulate the Project (the "Celadon Conditions"). In the event of any conflict between the MPMC, the DA, and this Ordinance, the MPMC and the DA will take precedent over the Celadon Conditions. The Director, as defined in the Celadon Conditions, may administer the Celadon Conditions in accordance with the MPMC.

SECTION 11. *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 12. *Enforceability.* Repeal of any provision of the Monterey Park Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 13. *Reliance on Record.* Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the 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.

- G. The City Council has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of October 6, 2021; and
- H. This Ordinance, and its findings, are based upon the entire administrative record considered during the October 6, 2021 public hearing including, without limitation, the staff report and accompanying documents.

SECTION 2. Findings. Pursuant to Government Code § 65867.5, the City Council finds the following:

- A. The Development Agreement is consistent with the General Plan of the City of Monterey Park. The Development Agreement furthers the goals of the General Plan and is in the interest of the general community welfare in that the Development Agreement will, among other things, facilitate the development of the subject site that is currently vacant and underutilized, which is consistent with the following General Plan policies:
 - 1. LU Policy 1.1 – to ensure zoning regulations provide flexibility regarding allowed uses.
 - 2. LU Policy 2.1 – to provide flexible and clear development standards to allow commercial, professional, industrial institutional, and hospitality businesses and uses to expand and thrive economically.
 - 3. LU Policy 24.1 – to ensure zoning regulations applicable to Monterey Pass Road corridor permit the range of uses necessary to achieve land use goals and prohibit uses that conflict with those goals, including prohibition of warehousing and truck-related uses.
- B. The Development Agreement also provides certainty in planning and construction as well as orderly development, while providing assurance to the Applicant that it may construct the Project.

SECTION 3. Environmental Review. The City reviewed the Project's environmental impacts under the California Environmental Quality Act (Pub. Res. Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Reg. §§ 15000-15387; the "CEQA Guidelines"). The Project is categorically exempt from additional environmental review pursuant to CEQA Guidelines § 15332 as a Class 32 categorical exemption (In-Fill Development Projects). The Project consists of constructing a multi-story, mixed use facility on six adjacent, vacant parcels totaling 2.19 acre. Other than activating the BRDZ via the Development Agreement, there are no proposed changes to the General Plan nor the zoning. The Project site has no value as habitat for endangered, rare or threatened species. The technical studies prepared for the Project demonstrate there will not be any significant environmental effects relating to

traffic, noise, air quality, or water quality. Finally, the Project can be adequately served by all required utilities and public services.

SECTION 4. *Notice of Determination.* The City Manager, or designee, is directed to file a notice of determination in accordance with CEQA §§ 21152, 21167(f); CEQA Guidelines § 15094; and any other applicable law.

SECTION 5. *General Plan and Zoning.* The proposed project conforms to the Monterey Park General Plan, as set forth in Section 2. In addition, the proposed Project results in the development of a 509,295 square foot multi-story, mixed use facility on an underutilized parcel which is topographically constrained within the city and includes provisions intended to ensure that such development will be of high-quality architecture.

SECTION 6. *Public Benefits.* The Development Agreement provides for public benefits including, without limitation:

- A. Development of a topographically challenged, and high-visibility vacant site at the intersection of Garvey Avenue and Garfield Avenue. The site has been vacant for many years.
- B. Generation of retail sales tax and property tax.
- C. Improvement of the public right-of-way on Garvey Avenue and Garfield Avenue.
- D. Construction and Improvement of pedestrian and disabled access at the intersection of Garvey Avenue and Garfield Avenue.
- E. Traffic related improvements at four adjacent areas. Including parking for the development onsite.
- F. Providing a public gathering space, mixed housing types and unit sizes that contribute to residential uses downtown.
- G. An in-lieu fee of \$302,091.95 that may be utilized by the City for off-site stormwater low impact development improvements in accordance with the MS4 permit.

SECTION 7. *Incorporation of Development Agreement; Changes; Execution.* In accordance with Government Code §§ 65864, *et seq.* this Ordinance approves the Development Agreement in substantially the form attached as Exhibit “A,” and incorporated into this Ordinance by reference.

- A. The DA may be changed before execution as authorized by the City Council during the public hearings for the Project.

SECTION 14. *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are 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 15. *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 16. *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 17. *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 18. *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 19. *Effective Date.* This Ordinance becomes effective on the 30th day following its passage and adoption.

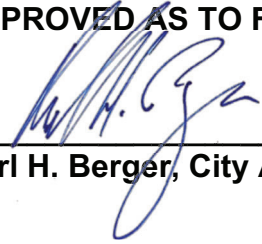
ORDINANCE NO. ____ HAD ITS FIRST READING ON OCTOBER 6, 2021, ITS SECOND READING ON OCTOBER 20, 2021, AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTEREY PARK AT ITS REGULAR MEETING OF NOVEMBER 19, 2021.

Yvonne Yiu, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

Exhibit A: Development Agreement 21-XX
Exhibit B: Zone Map Amendment
Exhibit C: Celadon Conditions

Exhibit "A" to Draft Ordinance

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF MONTEREY PARK
320 West Newmark Avenue
Monterey Park, CA 91754

Attention: City Clerk

EXEMPT FROM RECORDER'S FEES

Pursuant to Government Code § 6103

(Space Above For Recorder's Use)

DEVELOPMENT AGREEMENT

By And Among

City of Monterey Park

And

RYKADAN 005, LLC

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this, “Agreement”), effective as of October 6, 2021 (the, “Effective Date”), is entered into by and between (1) the CITY OF MONTEREY PARK, a general law city and municipal corporation (“City”), and (2) RYKADAN 005, LLC, a California limited liability company (“Developer”), as follows:

RECITALS

A. This Agreement is executed with reference to Government Code §§ 65864, *et seq.* (“Development Agreement Statute”). The Development Agreement Statute authorizes the City to enter into binding development agreements with developers having a legal or equitable interest in real property, establishing certain development rights in such property.

B. Pursuant to the Development Agreement Statute, City adopted regulations implementing the Development Agreement Statute as codified in the Monterey Park Municipal Code (“MPMC”).¹ This Agreement was processed and approved in accordance with the MPMC.

C. Developer owns six legal parcels on approximately 2.19-acres located at the southeast corner of the intersection of Garfield Avenue and Garvey Avenue in City as more specifically described in attached Exhibit “A,” which is incorporated herein by this reference (the “Property”). The Property is unimproved. This Agreement is intended to allow for the development of the Property with the Project as defined in Section 1.16 below and Exhibit “D,” which will consist of approximately 151 residential units totaling approximately 170,000 square feet, 7,800 square feet of amenity and lobby space, 43,902 square feet of commercial land uses (e.g., retail and restaurant space), and 16,000 square feet for back of house, trash and other ancillary uses. 509 parking spaces will be provided on three subterranean parking levels and two above-grade levels. The bedroom mix is initially planned to be 1 studio, 27 1-bedroom, 95 2-bedroom and 28 2-bedroom plus den units (the “Residential Units”). The commercial portion of the site will include a retail food establishment use, which will operate similar to a food court or a farmers’ market. Individual vendors will lease spaces within this area, and the remainder of the space will be circulation for visitors/customers and for seating. Alcohol sales will be permitted by individual vendors. As shown on the Site Map, Level 1 includes a food hall, restaurant, and retail spaces, residential lobbies, back of house operations and storage, patio seating, and a main plaza along Garfield Avenue. Level 2 includes a food hall, restaurant, and retail spaces, and a fitness center, and patio seating along Garvey Avenue. Levels 3 through 6 include residential units as follows: 37 units on Level 3, 38 on Level 4, 38 on Level 5, and 38 on Level 6 (the “Project”).

D. City and Developer determined that a development agreement is appropriate for the Project in order to activate the Business Recovery Development Agreement Zone (“BDRZ”).²

E. The City Council determined that the Project will provide certain public benefits to warrant entering into this Agreement. Those benefits are listed in Section 5.1 of this Agreement.

¹ See MPMC Chapter 21.44.

² As codified in MPMC Chapter 21.45.

In addition, this Agreement will facilitate orderly growth and quality development of the Project in conformance with the goals and policies of the Land Use Element of the General Plan.³

F. Developer would not proceed with the Project without City's assurances as set forth in this Agreement. Developer has and will continue to invest substantial money and effort in reliance upon the City's assurances as set forth in this Agreement. Developer acknowledges that the City would not enter into this Agreement without the Developer's assurances as set forth in this Agreement and the anticipated benefits, as described in Section 5.1, to be provided in connection with development of the Project.

G. City has conducted an environmental review of the Project under the California Environmental Quality Act ("CEQA"), Public Resources Code Sections 21000, *et. seq.* and, based on an analysis of the technical studies, determined the Project is categorically exempt as a Class 32, under CEQA Guideline § 15332 ("CEQA Determination") (Exhibit "B").

H. The City Council has given the required notice of its intention to adopt this Agreement and conducted public hearings thereon pursuant to the Development Agreement Statute and MPMC. As required by applicable law, the City Council found the provisions of this Agreement and its purposes are consistent with the goals, policies, standards, and land use designations specified in City's General Plan and will provide for an orderly development of the Project in accordance with the objectives set forth in the General Plan and the MPMC.

I. On October 20, 2021, the City Council adopted the Approving Ordinance (defined below) approving this Agreement and authorizing its execution. That Ordinance became effective on November 19, 2021. Before approving this Agreement, the City Council made certain findings, as set forth in the Approving Ordinance.

J. The term or duration of this Agreement has a commensurate relationship to the benefit(s) provided to the City.

In consideration of the above Recitals and the mutual covenants set forth herein, the City and Developer agree as follows:

ARTICLE 1

DEFINITIONS

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this Agreement. Words and phrases not defined in this Section have the meaning set forth in this Agreement; the MPMC; the Development Agreement Statute; or in common usage.

³ As adopted pursuant to Measure JJ on November 3, 2020.

1.1. “Approving Ordinance” means Ordinance No. 21-XX adopted on October 20, 2021, approving execution of this Agreement.

1.2. “Applicable Rules” means all of the ordinances, rules, regulations and official policies governing the Project set forth in Article 3. without limitation, the City’s zoning regulations and building regulations, adopted as of the Effective Date. Among other matters, unless otherwise amended by this Agreement, the Applicable Rules set forth in Article 3 govern the permitted uses of land, the density or intensity of use, subdivision requirements, setbacks, and development standards, the provision for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property.

1.3. “CEQA” means the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*), and the CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*).

1.4. “City” means the City of Monterey Park and its successors and assigns.

1.5. “City Council” means the City Council of the City of Monterey Park, its governing body.

1.6. “Developer” means, individually, and “Developers” means, collectively, the Parties who have signed this Agreement as Developer, and, subject to the restrictions on assignment set forth herein, successor Owners.

1.7. “Development Impact Fees” means fees established and adopted pursuant to the Mitigation Fee Act (Government Code §§ 66000, *et seq.*) and the MPMC. Development Impact Fees do not mean or include Processing Fees. The Development Impact Fees to be paid for the Project are set forth in attached Exhibit “E,” which is incorporated by reference.

1.8. “Development Agreement Regulations” means MPMC Chapter 21.44.

1.9. “Development Agreement Statute” means Government Code §§ 65864, *et seq.*

1.10. “Discretionary Action(s)” or “Discretionary Approval(s)” means a City action requiring the exercise of judgment, deliberation, or discretion on the City’s behalf, including that of any board, agency, commission, officer, or employee in the process of approving or disapproving a particular activity, as distinguished from any ministerial activity which merely requires City to determine whether there has been compliance with statutes, ordinances, or regulations.

1.11. “Effective Date” means the effective date of this Agreement and commencement of the Term, which is the date the Approving Ordinance becomes effective under California law.

1.12. “General Plan” means the City of Monterey Park General Plan, as it exists as of the Effective Date.

1.13. “Minor Change” means changes, modifications, or adjustments which are consistent with the overall intent of the Project Approvals and which do not materially alter the overall nature, scope, or design of the Project, including without limitation, minor changes in locations of the Project Buildings or infrastructure, relocation of no more than 30% of the total approved leasable Project Building square footage, the construction, realignment of existing, or provision of additional parking spaces within the building envelope of any Parking Areas, and/or the configuration of internal circulation elements.

1.14. “Party” means, individually, and “Parties” means, collectively, the parties to this Agreement, consisting of City (and its successors and assigns) and the Developer (including, subject to the restrictions on assignment set forth herein, successor Owners).

1.15. “Processing Fees” means all processing fees and charges required by City that are applied uniformly to all construction or development related activity including, without limitation, fees for land use applications, building permit applications, building permits, grading permits, shoring and excavation permits, hauling permits, encroachment permits, demolition permits, subdivision or parcel maps, lot line adjustments, street vacations, inspections, certificates of occupancy, and plan check. Processing Fees does not mean or include Developer Fees.

1.16. “Project” means the development project identified as Celadon” as described in CEQA Determination (Exhibit “B”), and detailed in the Approved Development Plan as shown on attached Exhibit “D,” which are incorporated herein by reference.

1.17. “Project Approvals” means City approvals governing the development of the Project, including this Agreement, as provided for in Ordinance ~~21-XX~~.

1.18. “Property” means the real property described in attached Exhibit “A,” which is incorporated herein by reference.

1.19. “Subsequent Permits” is defined in Section 4.1.1.

1.20. “Uniform Codes” means those Uniform Codes adopted by reference in the MPMC in accordance with Government Code §§ 50022.2, et seq., as required by applicable law including, without limitation, Health and Safety Code § 18944.5 and Title 24 of the California Code of Regulations. The Uniform Codes govern building and construction standards including, without limitation, the building, plumbing, electrical, mechanical, grading, sign, and fire standards.

1.21. “Vested Rules” are defined in Section 3.1.

ARTICLE 2

GENERAL PROVISIONS

2.1. Property Subject to This Development Agreement. This Agreement benefits and encumbers the Property. The Property is to be developed with the Project, i.e., the “Celadon” as defined in Section 1.16.

2.2. Term of Agreement. The Term of this Agreement commences upon the Effective Date and continues in full force and effect for five years pursuant to MPMC § 21.44.020(E), unless terminated earlier by its terms (“Term”).

ARTICLE 3

APPLICABLE RULES, REGULATIONS, AND POLICIES

3.1. Vested Rules. “Vested Rules” mean, collectively, the ordinances, resolutions, rules, regulations, requirements, and official policies of City in effect as of the Effective Date that will govern the following, to the extent applicable to the Property: development agreements; permitted uses; density and building intensity; growth control; zoning designations and regulations; subdivision, improvement, grading, landscaping and signage; design, development, improvement, and construction standards and specifications; standards and requirements for public reservations and dedications, public improvements and facilities; transit, parking, open space, employee housing and other residential housing; standards and requirements for processing of Subsequent Permits (as defined in Section 5.1.1); and, the Project Approvals described in Section 3.3. The Vested Rules do not include: (i) Uniform Codes, or changes thereto from time to time; (ii) Development Impact Fees or fee calculation methods; or (iii) fees imposed by other governmental agencies, whether or not collected by the City on behalf of such agencies. A list of the Vested Rules as of the Effective Date is attached hereto as Exhibit “C,” and incorporated by reference. Unless provided for as part of the Project herein, various Subsequent Permits, such as tentative subdivision maps, grading permits and other use permits, are or may be required in order to implement the development of the Project under the terms of the Vested Rules. In addition, Subsequent Permits, such as a change in zoning standards, may be desirable due to changes in development products or standards or for other reasons during the Term of this Agreement. This Agreement and the vested right to develop are not intended to preclude changes or additions to the Vested Rules which are mutually acceptable. Developer takes notice pursuant to Government Code § 66020(d) that City is imposing exactions upon the Project in accordance with the Mitigation Fee Act (Government Code § 66000, *et seq.*). Developer is informed that it may protest exactions in accordance with Government Code § 66020. Developer knowingly and willingly waives any rights it may have under Government Code § 66020 or any other provision of law to protest the imposition of any fees, dedications, reservations, or exactions imposed on the Project as authorized by this Agreement. Uniform Codes. Section 3.1 does not apply to City’s enforcement of the “Uniform Codes” regulating building or construction standards which will apply to the Project at the time City issues building permits.

3.3. Changes to the Vested Rules. All Subsequent Permits will be processed in accordance with the procedures, standards, and requirements set-forth in the Vested Rules, except to the extent changes to the Vested Rules are proposed by the Subsequent Permit. In that case, the processing of the Subsequent Permit is not subject to the Vested Rules. Any approved Subsequent Permit will be incorporated into (and amend or supplement, as appropriate) the Vested Rules upon adoption by City and approval by the affected Developer. If Developer proposes any amendment or addition to the Vested Rules, then the application therefor will clearly indicate such request, and, if the application is approved by City, then City's action will clearly state the Vested Rules were amended or supplemented. City may consider any such request in its sole discretion. If an amendment or supplement to the Vested Rules is adopted by City other than pursuant to an application by Developer, then it may amend or supplement to the Vested Rules only if the affected Developer approves the same in writing.

3.4. Project Approvals. "Project Approvals" means: (a) this Agreement; (b) the CEQA Determination; (c) any amendments or additions to the Project Approvals and any Subsequent Permits (as defined in Section 4.1.1), which are subsequently issued by City and approved by Developer of the affected Project or portion thereof, in accordance with the procedures described in Section 3.1. The Project Approvals are included in the Vested Rules. The permitted uses, the density or intensity of use, the zoning, the maximum height and size of buildings, the provisions for reservation and dedication of land, and the subdivision or use permit improvement requirements for the Project are set-forth in the Exhibit "D," as supplemented by Subsequent Permits issued in conformance with the Vested Rules, if necessary.

3.5. Vested Right to Develop. During the Term of this Agreement, with regard to the Project listed in Recital C and set-forth in Exhibit "D", as well as the Property legally defined in Exhibit A, Developer is assured, and City agrees, the development rights, obligations, terms and conditions specified in the Project Approvals, the other Vested Rules, and this Agreement are fully vested in Developer and may not be changed or modified by City, whether by administrative action, legislative action, or vote of the electorate, except as may be expressly permitted by and in accordance with the terms and conditions of this Agreement, or as may be expressly consented to by Developer. Developer has the vested right to develop and construct the Project as set-forth in Exhibit "D" on the Property and each portion thereof, in accordance with the Project Approvals, the other Vested Rules, and this Agreement.

3.6. No Conflicting Enactments. Except as provided in Section 3.5 of this Agreement, during the Term of this Agreement, the City will not, without the prior written consent of Developer, do any of the following:

3.6.1 Apply to the Property, or any portion thereof, any change in the Vested Rules or any new or amended rule, ordinance, resolution, regulation, requirement, or official policy which conflicts with or is inconsistent with this Agreement, or which reduces the development rights provided by this Agreement, or which limits or reduces the permitted uses allowed under the Vested Rules, or which discriminates against Developer or the Project or any portion thereof, or which applies only to the Project or a portion thereof;

3.6.2 Apply to the Property any new rule, ordinance, resolution, regulation, requirement, or official policy which requires any additional discretionary review or approval; or

3.6.3 Apply to the Property any new or amended rule, ordinance, resolution, regulation, requirement, or official policy that materially, adversely affects the timing or phasing of construction or development or that limits the availability of utilities, infrastructure, or public services for the Property.

3.7. Term of Project Approvals. To the extent allowed by the Subdivision Map Act, the term of any tentative map approved for any portion of the Property, whether as stated in the existing Project Approvals, or as stated in any subsequent amendment or addition to the Project approvals including, without limitation, any tentative parcel map, tentative map, vesting tentative map, or vesting tentative parcel map, any amendment of any such map, and any subdivision improvement agreement entered into in connection with any of the aforementioned maps, will be automatically extended for the Term of this Agreement. Similarly, the term of any Project Approvals approved for any portion of the Property, whether existing or subsequently approved, will be automatically extended for the Term of this Agreement. In addition, in accordance with Government Code §66452.6, the term of any map or other Project Approval will be extended for a period equal to any period of time during which: (a) a development moratorium exists including, without limitation, a water or wastewater moratorium, or the actions of public agencies (other than City) that regulate land uses, development or the provision of services to the Property, that prevents, prohibits, or delays the construction of the Project; or (b) a lawsuit involving any development approvals or permits for the Project is pending. A development moratorium adopted or implemented by City does not apply to the Property, as further described in Section 3.8.

3.8. Initiatives/Referendum. Any law enacted or imposed after the Effective Date by initiative or referendum, or by the City Council, directly or indirectly, in connection with any proposed initiative or referendum, which law would conflict with the vested rights to develop granted to Developer under this Agreement will, to the maximum extent permitted by law, not apply to the Property.

3.9. Moratoria; Growth Control Measures. Developer's rights to develop the Property in conformance with the Vested Rights under this Agreement prevails over any growth control measure or development moratorium adopted or implemented by City after the Effective Date, whether adopted specifically to prohibit construction of the Project or any portion thereof, or as an interim measure during the processing of contemplated General Plan, Specific Plan, or zoning changes, or as a general growth control management measure.

3.10. Effect of Inconsistent State or Federal Laws. This Agreement may be modified or suspended as may be necessary to comply with the State of California or Federal legislation, case law, codes, or regulations enacted/issued after the Effective Date, which preempt local jurisdiction and which prevent or preclude compliance with one or more provisions of this Agreement; provided, however, that such modification or suspension will be made to the minimum extent necessary and only after the Parties have met and conferred in good faith to determine the

feasibility of such modification or suspension and to minimize its effect on the rights of the Parties and fulfillment of the purposes and intent of this Agreement. The Parties will cooperate to process applications for any City or governmental approvals which may be required as a result of any such modification or suspension of this Agreement.

3.11. Public Works. Developer must construct any facilities or improvements that will be dedicated to City or any other governmental agency upon completion in the same manner and to the same standards as would be applicable to City or such other governmental agency should it have undertaken construction.

3.12. Business Recovery Development Agreement Zone (“BRDZ”). This Agreement is intended to activate the BRDZ as set forth in the MPMC. Pursuant to MPMC Chapter 21.45, this Agreement allows for the following:

3.12.1 Land Uses. MPMC § 21.10.020(C), and Table 21.10 (A) Mixed Uses (Residential & Commercial).

3.12.2 Development Standards. Per MPMC § 21.45.020 and this Agreement. To the extent of any conflict, this Agreement governs.

ARTICLE 4

PROCESSING OF SUBSEQUENT PERMITS AND APPROVALS

4.1. Subsequent Permits.

4.1.1 Defined. “Subsequent Permits” means the land use, development, and building approvals which are to be processed for approval by City ministerially and which are necessary or appropriate in order to develop the Project in accordance with the Vested Rules, the Project Approvals, and this Agreement including, without limitation, zone changes, master plans or amendments thereto, any and all permits and/or approvals that are part of development maps, subdivision improvements plans and agreements, design review, site plans, landscape plans, preliminary grading plans, grading plans and permits, building plans and permits, and environmental determinations. The Subsequent Permits include any permits and approvals required to complete the infrastructure and improvements necessary to develop the Property (collectively, the “Improvements”), in accordance with this Agreement and the Vested Rules including, without limitation, those related to: (a) clearing the Property; (b) preliminary grading or grading of the Property; (c) construction of roads and storm drainage facilities; (d) construction of all residential and commercial structures and all structures and facilities accessory thereto, subject to the limitations set forth in this Agreement. The grant of vested rights to Developer pursuant to this Agreement does not waive or remove any requirement to process and obtain Subsequent Permits for the Project, to the extent required under the Vested Rules and not part of the Project Approvals.

4.1.2 Standard of Review. City agrees applications for Subsequent Permits will be processed in good-faith and expeditiously, as well as granted on terms and conditions in conformance with this Agreement, the Project Approvals, and the Vested Rules. In the event any conflict arises between the terms and conditions of a Subsequent Permit and this Agreement, the provisions of this Agreement prevail unless otherwise agreed to in writing by the City and the affected Developer.

4.2. Processing. Subject to compliance with the Vested Rules and other applicable laws, the Subsequent Permits will be reviewed, processed, and acted upon by City ministerially and without the need for any further public hearings, provided that: (a) applications for such approvals are submitted to City during the Term of this Agreement; (b) the applications are deemed complete pursuant to the Vested Rules; and (c) there is no uncured Event of Default under the terms and conditions of this Agreement with respect to the portion of the Property for which such approval is sought. City agrees it will not unreasonably withhold or unreasonably condition any Subsequent Permits that may be issued by City in order for the Project to proceed, provided that Developer reasonably and satisfactorily complies with all preliminary procedures, actions, payments of Processing Fees, and criteria generally required of developers by City for processing applications for developments and consistent with this Agreement.

4.3. Development Fees. Due to the consideration and benefits as described in Section 5.1, the following apply to the development fees described below:

4.3.1 Permit Fees. If a Subsequent Permit requires any significant change to the Project, then any additional Permit Fees must meet all applicable nexus and rough proportionality requirements under State and Federal law. Permit Fees will be payable in an amount and at the time established by City's fee schedule at the time of issuance of any Subsequent Permits. Any credits applicable to Permit Fees to which any portion of the Project is entitled as a result of construction may be transferred to any other portion of the Project and applied to reduce future Permit Fees that become payable provided that this Agreement does not, by itself, entitle Developer to any such credits.

4.3.2 Development Impact Fees. Developer will pay fees established and adopted pursuant to the Mitigation Fee Act (Government Code §§ 66000, *et seq.*) and the MPMC, as detailed in Exhibit "E."

4.3.3 Application Processing Fees. Developer must pay the Application Processing Fees in effect on the date the City Council approves this Development Agreement.

4.4. Other Local, State, Federal Approvals. The Parties contemplate that development of the Project pursuant to this Agreement may be subject to the approval of other governmental agencies. If so, the Parties will act in good faith and use reasonable effort and diligence to process and obtain such approvals in a manner and on terms and conditions that are consistent with, and implement, the Project Approvals, the Vested Rules, and this Agreement. If any revisions or corrections of the plans for Project Approvals approved by City are required by any other governmental agency, then the Parties will cooperate reasonably and in good-faith to develop a mutually acceptable solution.

ARTICLE 5

PUBLIC BENEFITS

5.1. Public Benefits. The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations set-forth herein is material consideration for City's agreement to perform and abide by the covenants set-forth herein, including without limitation the following specific public benefits for this Agreement:

5.1.1 Providing a major public gathering space located adjacent to the sidewalk with ample pedestrian amenities, which result in open space which promotes public activity. In particular, the Project creates an area that will encourage pedestrian movement along the Project's frontages, and an attractive plaza will mark the central entrance on Garfield Avenue. The plaza will accommodate a grand stair and escalator leading visitors to the second-floor plaza activated by commercial offerings.

5.1.2 Providing major transit improvements including an increase in sidewalk width at bus stops, new transit shelter, bicycle racks, special decorative paving, pedestrian lighting and other pedestrian amenities. In particular, the Project replaces sidewalks of five feet with pedestrian realms twelve to fifteen feet wide between the face of the curb of each major arterial street and the face of the building, which will include parkways, sidewalk, landscape areas as well as street trees, street furniture, and bus stop facilities. Additionally, the Project will participate based on its pro-rata share in the cost of operating the dash service identified in the pedestrian linkages plan.

5.1.3 Providing housing types and unit sizes that contributes to a wide variety of residential products in downtown. The Project will offer studio, one, two, and two-plus bedroom rental units. The offering is consistent with the previously approved precise plan.

5.1.4 Providing all parking for the retail and residential uses in the Project, as well as the loading/unloading areas, within a single structure. The Project provides for a single structure with three levels below grade and the loading / unloading area being shielded within the structure from public view.

5.1.5 Including key commercial tenants or unique tenants that will encourage nighttime use of the area. This is consistent with the Land-Use Element of City's General Plan.

5.1.6 Providing landscaped open space areas for the residential section of the Project. In particular, the Project provides a large, landscaped courtyard to enhance the residential living areas and provide ample open space for recreational amenities including an outdoor pool, fitness program, and community spaces for the residents of the complex. These amenities/services will assist in reducing traffic by residents and assist in fulfilling the goals of the pedestrian linkages plan.

5.1.7 Providing wireless internet and communication facilities that will help make the complex a public gathering place by allowing for both recreational and business needs of today's public.

5.1.8 Providing significant public right-of-way to facilitate the pedestrian flow for the core downtown area.

5.1.9 Generation of significant retail sales tax and property taxes to City.

5.1.10 Payment of an in-lieu fee directly to City in the amount of Three Hundred Two Thousand Ninety-One Dollars and Ninety-Five cents (\$302,091.95) upon issuance of the building permit for the new buildings to cover the cost of the design and construction of an equivalent MS4 compliant infiltration project in City.

5.1.11 Provide fair share funding to install traffic mitigation measures that improve circulation in the vicinity of the Project at (a) Garfield Avenue/Hellman Avenue by changing the current northbound/southbound approach with protected left-turn phasing to protected/permissive phasing so that more vehicles can turn per signal cycle by permitting left turns to proceed while yielding during north/south through movements green time; (b) Atlantic Boulevard/Garvey Avenue by improving the Atlantic Boulevard corridor signal coordination through adaptive control to provide a more responsive coordination plan across multiple traffic signals, and to allow for active and automatic changing of control plans based on traffic conditions; (c) The northbound left-turn lane at the Garfield and Garvey intersection by restriping it for greater capacity; and, (d) installing a new southbound left-turn pocket that is capable of accommodating peak queues at Garfield and Roselyn for the Project driveway. These mitigation measures already have been identified by City as needed, and the first is currently in the design process by City.

5.1.2 Construction and Funding of Project Facilities and Infrastructure. Developer must construct and fund the construction of any Project Facilities and Infrastructure (as detailed in Exhibit D) at the time such Project Facilities and Infrastructure are needed to satisfy the requirements of the Project Approvals. Except as otherwise specifically set-forth herein, Developer has no responsibility for the operation, maintenance, repair or replacement of Project Facilities and Infrastructure.

5.1.3 Dedications. No dedications to City of rights-of-way or other interests in real property owned by Developer within the Property are proposed or required.

ARTICLE 6

REVIEW OF COMPLIANCE

6.1. Annual Review. After it issues building permits, City will conduct annual reviews in accordance with the MPMC to determine whether Developer is acting in good-faith compliance with the provisions of this Agreement. Appropriate fees to cover City's costs to conduct the annual review shall be collected from the Developer in compliance with the MPMC.

6.2. Procedure for Review. City's City Planner, or designee, will conduct the review contemplated by this Section 6 to ascertain whether Developer has reasonably complied in good - faith with the material terms and conditions of this Agreement during the period for which the review is conducted. The City Planner, or designee, will give Developer notice that any such

review has been commenced, and give Developer at least 20 business days, after Developer's receipt of such notice, to provide the City Planner such information as Developer deems relevant to such review. In addition, upon written request of the City Planner, Developer must furnish such documents or other information reasonably requested by the City Planner.

6.3. Result of Review. If, following such a review, the City Planner, or designee, finds good-faith compliance by Developer with the terms and conditions of this Agreement, the City Planner, or, will issue to Developer an executed Certificate of Compliance. The Certificate of Compliance will state: (a) the Agreement is unmodified and in full force and effect (or identifying any modifications); (b) there are no uncured defaults under the Agreement by the certifying Party or, to the certifying Party's knowledge, by any other Party (or specifying any such defaults); and (c) any other information reasonably requested regarding the status of the Agreement and performance by the Parties.

If, following such a review, the City Planner, or designee, finds that Developer has not complied in good-faith with the terms and conditions of the Agreement, the City Planner, or designee, will provide notice to Developer detailing such non-compliance. Upon receipt of such notice, Developer may commence to cure the stated non-compliance in accordance with the terms of this Agreement, including without limitation Section 8.1. If Developer fails to cure the non-compliance pursuant to the terms of this Agreement, including without limitation Section 8.1, the City Planner, or designee, will notify the City Council. Developer has the ability to dispute any such claim of non-compliance or failure to cure at a public hearing before the Agreement may be modified or terminated.

ARTICLE 7

ASSIGNMENTS; MORTGAGEE PROTECTION

7.1. Right to Assign

7.1.1 Right to Assign. Subject to Section 7.2 of this Agreement with respect to the rights of a mortgagee, Developer may assign or transfer any portion of its interests, rights, or obligations ("Rights") under this Agreement and under the Approvals and Subsequent Approvals to third parties acquiring successor interests in the Project or Project Site, or any portion thereof, including without limitation purchasers or long-term ground lessees of the parcels or facilities located on or within the Project Site.

7.1.2 Assumption of Assigned Obligations and Rights. As a condition to any assignment or transfer under this Agreement, any person or entity accepting such Assignment ("Assignee") must assume all of the obligations and rights of this Agreement as they pertain to the portion of the Property being transferred to the Assignee.

7.2. Right to Mortgage. Developer or Owner may assign, pledge, or otherwise encumber its rights and interests under this Agreement for security purposes to a Mortgagee of any defined Lot(s) without City's consent. Nothing contained in this Agreement restricts Developer from

encumbering all or any portion of the Property with a Mortgage, deed of trust, or other security device (collectively, “Mortgage”). No breach of this Agreement will default, render invalid, diminish, or impair the lien of any Mortgage or the rights of any mortgagee, but all of the terms and conditions of this Agreement are binding upon and effective against any Person, including any mortgagee or any person, who acquires title to the Property, or any portion thereof, by foreclosure, trustee’s sale, deed in lieu for defaults or monetary obligations arising before its acquisition of title to the Property or portion thereof.

7.3. Notice of Default. If City receives written notice from a Mortgagee requesting a copy of any notice of default given to Developer and specifying the address for service thereof, then City will deliver to such Mortgagee, concurrently with the delivery to Developer, any notice given to Developer with respect to any claim by City that such Developer is in default hereunder. If City makes a determination of noncompliance hereunder and a Mortgagee has requested notice of such determination, City will also serve notice of such noncompliance on such Mortgagee concurrently with service on Developer. Each Mortgagee may, without obligation, during the same period available to Developer hereunder, to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in City’s notice.

ARTICLE 8

DEFAULT; REMEDIES

8.1. Events of Default. Subject to the provisions of Section 10.15 regarding Unavoidable Delays, Section 7.1 regarding assignment and assumption, and Section 7.2 regarding Mortgagee Protection, the failure by any Party to pay any sum or to perform any obligation required under this Agreement, including, without limitation, City’s failure to issue Subsequent Permits for the Project in conformance with this Agreement, and such Party’s failure to cure such default within the specified cure period after receipt of a Notice of Default pursuant to Section 9.2 below, constitutes an “Event of Default” under this Agreement. Except as otherwise provided in Section 4.2, failure by Developer to construct or delay in constructing the Project or any portion thereof shall not be a default or Event of Default under this Agreement, and Developer is not liable to City for damages for failure to construct any portion of the Project, unless such failure or delay constitutes a default under the terms of any Final Map, building permit or similar approval, in which event City may exercise any of its normal remedies for default under such permit or approval.

8.2. Notice of Default and Cure. Any Party claiming a default under this Agreement must deliver to the defaulting Party a written notice of default (“Notice of Default”). The Notice of Default must specify the reasons for the allegation of default with reasonable particularity and the manner in which the default can be cured. The defaulting Party has the right to cure the default within 30 days after receiving the Notice of Default; provided, however, that if the nature of the alleged default is such that it cannot be reasonably cured within 30 days, then the 30-day period will be extended for the time reasonably required to complete the cure, so long as the defaulting Party commences the cure within the 30-day period and diligently prosecutes the cure to completion thereafter.

8.3. Procedure Upon and Event of Default. After the occurrence of an Event of Default, the other Party may give notice of its intent to terminate this Agreement pursuant to Government Code § 65868 and the MPMC implementing said section. Following notice of intent to terminate, or before instituting legal proceedings, the matter must be scheduled for consideration and review at a public meeting of the City Council within 30 days after that notice. Following consideration of the evidence presented in the review before the City Council, the Party alleging the default by the other Party may institute legal proceedings or may give written notice of termination of this Agreement to the other Party; provided, however, Developer may only terminate this Agreement with respect to such portion of the Property then owned by Developer. Evidence of default may also arise in the course of an annual review of this Agreement pursuant to Section 6.1. If Developer is determined by City to be in default pursuant to the procedures for annual review, and after giving effect to Developer's right of appeal of such determination to the City Council as provided in Section 6.3, then City may give a written Notice of Default pursuant to Section 8.2. If the alleged default is not cured within the cure period set forth in Section 8.2 or within such longer period specified in City's Notice of Default, or if Developer waives its right to cure such alleged default in writing, then this Agreement may be terminated by City with respect to the portion of the Property then owned by the defaulting Developer.

8.4. Remedies for Non-Defaulting Party. If either Party is in default under the terms of this Agreement, subject to any applicable requirements under Section 8.6 of this Agreement, the other Party may elect to pursue any of the following courses of action: (i) waive such default; (ii) pursue administrative remedies as provided in this Agreement; (iii) pursue any judicial remedies available under the law; or (iv) terminate this Agreement.

8.4.1 Unless otherwise provided in this Agreement and subject to applicable requirements under Section 8.6 of this Agreement, either Party, in addition to any other rights or remedies, may institute legal action to cure, correct, or remedy any default by the other Party to this Agreement, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation hereunder or to seek specific performance. All remedies available to a Party under this section are cumulative and not exclusive of the other, and the exercise of one or more of these remedies do not constitute a waiver or election with respect to any other available remedy. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that City is not liable in damages to Developer, or to any successor in interest of Developer, or to any other person, and Developer, on behalf of itself and all successors in interest, covenants not to sue for damages or claim any damages

arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.4.2 No City elected or appointed official, employee, or representative is personally liable to Developer in the event of any Event of Default by City or for any amount which may become due to Developer, or for any obligations under the terms of this Agreement, or for any claims of breach of contract related to this Agreement, or for any claims in the nature of tort related to this Agreement (such as fraud in the inducement).

8.5. Informal Discussions. With regard to any dispute between or among the Parties contemplated by this Agreement, within seven days written notice from either party, the City Manager and Developer's senior executives must meet and attempt in good faith to resolve any such disputes through informal discussions, which discussions will not exceed 10 business days unless extended by mutual agreement.

8.6. Mediation. If the Parties are unable to resolve their dispute through informal discussion, before the initiation of any litigation, either party may commence mediation by providing to JAMS (or other mediator mutually agreed to by the Parties) and the other Parties a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The Parties covenant that they will participate in all phases of the mediation in good faith. The mediation process will occur in two phases, if necessary, as described below. During the first phase of the mediation, which in no event will exceed 30 days unless otherwise agreed to by the Parties, the Parties will attempt to resolve their dispute in accordance with JAMS standard mediation procedures. If the Parties are unable to resolve their dispute during this first phase of the mediation process, then the second phase of the mediation process will be conducted in a manner consistent with this Section. If the Parties are unable to resolve their dispute through the first phase of mediation, as described above, the party that commenced mediation (the "Complaining Party"), will have 10 business days from the expiration of the 30 day period described above to file a brief with the other party (the "Responding Party") and with the mediator presiding over the first phase of the mediation process (the "Mediator"), which brief must set forth the merits of the Complaining Party's position regarding the issues raised during the first phase of mediation (the "Initial Brief"). The Responding Party will have 20 business days from its receipt of the Initial Brief to file a brief with the Mediator and the Complaining Party responding to the issues raised in the Initial Brief and setting forth the merits of the Responding Party's position regarding the issues raised during the first phase of mediation (the "Responding Brief"). The Complaining Party will have ten business days from its receipt of the Responding Brief to file a reply brief with the Mediator and the Responding Party replying to the issues raised in the Responding Brief (the "Reply Brief"). In no event will the Initial Brief and the Responding Brief be longer than 15 pages and in no event will the Reply Brief be longer than 10 pages. Except as otherwise set forth in this Section 7.05.03, the Initial Brief, the Responding Brief and the Reply Brief will be formatted in accordance with requirements of Rule 3.1110 of the California Rules of Court, unless otherwise agreed to by the Parties. The Mediator will have two weeks following its receipt of the Reply Brief to consider the arguments set forth by the Complaining Party and the Responding Party in their respective briefs and issue an opinion stating which party the Mediator would consider to be the prevailing party if the Mediator were a judge presiding over the dispute in a court of law (the "JAMS Opinion").

8.6.1 All offers, promises, conduct and statements, including the JAMS Opinion, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Notwithstanding the foregoing,

the JAMS Opinion will serve as the basis solely for determining whether, in the event a dispute between the Parties is litigated, either party will be awarded attorneys' fees in accordance with this Agreement.

8.6.2 Nothing in this Article will in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor will the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the Parties to such meetings. Notwithstanding the forgoing, the JAMS Opinion will be binding on the Parties solely for the purposes of determining whether, in the event a dispute between or among the Parties is litigated, either party will be awarded Attorneys' Fees (as defined below) in accordance with this Agreement.

8.6.3 Should any judicial remedy be sought by any party because of any default under this Agreement or to enforce any provision hereof, or to obtain a declaration of rights hereunder (each individually a "**Judicial Action**"), the prevailing party in such Judicial Action is entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by the court (collectively, "**Attorneys' Fees**"), provided the prevailing party in the Judicial Action was also determined to be the prevailing party in the JAMS Opinion. For purposes of this Agreement, Attorneys Fees will be calculated from the start of the first phase of mediation and will include all reasonable costs related to the first and second phases of mediation. If the prevailing party in a Judicial Action was determined to be the losing party in the JAMS Opinion, then each party will assume the cost of their own Attorneys' Fees. Not in limitation of the foregoing, the Parties will assume their own costs related to the informal dispute resolution process described above. Extension of Agreement Term. The Term of this Agreement as set forth in Section 2.2 will automatically be extended for the period of time in which the Parties are engaged in dispute resolution to the degree that such extension of the Term is reasonably required because activities which would have been completed before the expiration of the Term are delayed beyond the scheduled expiration of the Term as a direct result of such dispute resolution.

ARTICLE 9

AMENDMENTS; TERMINATION

9.1. Amendments. Except as set forth in Section 3.1, this Agreement may be modified, amended and/or extended only by mutual written consent of the Parties and must be approved in the same manner as adoption of this Agreement, by ordinance as set forth in the Development Agreement Statute.

9.2. Operating Memoranda. The Parties acknowledge that the provisions of the Agreement require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this Agreement. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this Agreement. If and when, from time to time, the Parties find that refinements or adjustments are

desirable, such refinements or adjustments will be accomplished through operating memoranda or implementation agreements approved by the Parties which, after execution, will be attached to this Agreement as addenda and become a part hereof.

9.3. Execution of Memoranda. Operating memoranda or implementation agreements may be executed on behalf of City by the City Manager and the City Attorney. In the event a particular subject requires notice or hearing, such notice or hearing will be appropriately given. Any significant modification to the terms of performance under this Agreement will be processed as an amendment of this Agreement in accordance with this Agreement and must be approved by the City Council.

9.4. Effect of Expiration/Termination. Upon expiration or termination of this Agreement: (a) no Party has any further rights or obligation hereunder except for matters which accrued before such expiration or termination and matters which specifically survive expiration or termination under the express terms of this Agreement; and (b) the underlying Project Approvals remain in full force and effect.

ARTICLE 10

MISCELLANEOUS

10.1. Insurance. Before the commencement of any work, Developer must furnish evidence to City that all of the following insurance requirements have been satisfied.

10.2. General. Developer must, throughout the duration of this Agreement, maintain, or cause to be maintained, the insurance specified below, to insure Developer and its employees for liability arising out of the work in connection with the Property, Project and this Agreement at the minimum levels set forth herein, with City being an additional insured on the CGL and excess or umbrella liability insurance.

10.3. Commercial General Liability. Commercial General Liability (“CGL”) insurance with coverage in an amount not less than \$2,000,000.00 general aggregate, \$2,000,000.00 per occurrence and \$2,000,000.00 products/completed operations, and including contractual liability insurance for the indemnification heretofore provided to City (subject to the policy terms, conditions, definitions and exclusions).

10.4. Business Auto Coverage. Business Automobile Liability insurance with coverage in an amount not less than \$1,000,000.00 per accident for bodily injury and property damage, covering all vehicles used by the Developer (personal, company) and its employees, on or within the Project or Property or associated therewith.

10.5. Excess or Umbrella Liability Insurance (Over Primary Coverage). Such excess coverage must be at least as broad as the underlying coverage and be provided on a “pay on behalf”

basis. The excess or umbrella coverage can be not less than \$5,000,000 per occurrence/annual aggregate.

10.6. Workers' Compensation. Coverage must be maintained as required by the State of California.

10.7. Insurance Coverage to be Maintained by Developer's Contractors and Subcontractors. Developer must require by contract that its contractors and subcontractors maintain the same CGL, business auto, excess or umbrella liability and workers' compensation insurance as set forth in subsections (b) through (e), inclusive, hereof, except that the required minimum limits for the CGL coverage will be \$2,000,000 general aggregate, \$2,000,000 per occurrence and \$2,000,000 products/completed operations, with excess or umbrella liability insurance in the amount of \$2,000,000 per occurrence/annual aggregate. The CGL policy must include contractual liability insurance (subject to the policy terms, conditions, definitions and exclusions).

10.8. Construction; Interpretation. This Agreement has been reviewed and revised by legal counsel for Developer and the City, and no presumption or rule that ambiguities may be construed against the drafting party apply to the interpretation or enforcement of this Agreement.

10.9. Agreement Constitutes Legislative Act. Developer acknowledges and agrees that City has approved and entered into this Agreement in the sole exercise of its legislative discretion and that the standard of review of the validity and meaning of this Agreement will be that accorded legislative acts of City.

10.10. Cooperation; Further Assurances. Each Party will: (a) deal fairly and in good-faith with the other Parties; (b) not impede the other Parties' right to receive the benefits of this Agreement; (c) cooperate with and provide reasonable assistance to the other Parties in the performance of this Agreement; and (d) execute such documents or take such further actions as may be reasonably necessary to consummate the performance or to carry out the purpose and intent of this Agreement.

10.11. Counterparts. This Agreement, and any documents implementing this Agreement, may be executed in multiple counterpart originals, each of which is deemed to be an original and all of which when taken together shall constitute one and the same instrument.

10.12. Entire Agreement. The Recitals set forth above in this Agreement and the Exhibits attached hereto are incorporated by references into this Agreement as an integrated portion hereof. This Agreement, including all such Recitals and Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof, and all prior or contemporaneous agreements and understandings, whether written or oral, are superseded.

10.13. Governing Law/Jurisdiction. This Agreement will be governed, construed and enforced in accordance with the laws of the State of California, and the state courts of Los Angeles County will have jurisdiction.

10.14. Legal Challenges—Defense and Indemnification.

10.14.1 Cooperation in the Event of a Legal Challenge.

In the event of any administrative, legal or equitable action or other proceeding instituted by any person or entity not a party to the Agreement challenging the validity of any provision of this Agreement; challenging any agreement between City and other government agencies entered into at the request of Developer to facilitate the development of the Property; challenging any of the Project Approvals; or challenging the sufficiency of any environmental review of either this Agreement or any Approval under CEQA (each a “Third Party Challenge”), each party must cooperate in the defense of such Third-Party Challenge, in accordance with this Section. In light of the Parties’ mutual interests in successfully defending against a Third-Party Challenge, the Parties will enter into a joint nondisclosure, indemnity, and litigation defense agreement, which, among other things, will require all communications between Developer and City concerning a Third-Party Challenge to be kept confidential and cannot be disclosed by either party without the written consent of the other party. Developer agrees to pay City’s costs of defending a Third-Party Challenge, including all court costs and reasonable attorneys’ fees expended by City (including the time and cost of the City Attorney) in defense of any Third-Party Action. Developer may select its own legal counsel to represent Developer’s interests in any Third-Party Challenge at Developer’s sole cost and expense. City agrees that it will not enter into a settlement agreement to any Third-Party Challenge without Developer’s written consent. Developer’s obligation to pay City’s costs in the defense of a Third-Party Challenge does not extend to those costs incurred on appeal unless otherwise authorized by Developer in writing. If Developer elects, in its sole and absolute discretion, not to contest such litigation challenges, City does not have any obligation to contest such challenges. If City elects to contest such challenges after Developer elects not to contest, City will do so at its sole cost.

10.14.2 Third-Party Challenges Related to the Applicability of City Laws.

The provisions of this Section will apply only in the event of a legal or equitable action or other proceeding, before a court of competent jurisdiction, instituted by any person or entity not a party to this Agreement challenging the applicability to the Project or Project Site of a conflicting City Law (a “Third Party Enforcement Action”):

10.14.3 Cooperation in Case of a Third-Party Enforcement Action.

In the event of a Third-Party Enforcement Action, City must (i) promptly notify Developer of such action or proceeding, and (ii) cooperate with Developer so as to most effectively respond to the Third-Party Enforcement Action. In no event will City take any action that would frustrate, hinder, or otherwise complicate Developer’s efforts to respond. The Parties to this Agreement agree to cooperate, to the maximum extent permitted by law, in the defense of such action or proceeding. For purposes of this Section, the required cooperation between the Parties includes,

without limitation, developing litigation strategies, preparing litigation briefs and other related documents, conferring on all aspects of the litigation, developing settlement strategies, and, to the extent permitted by law, jointly making significant decisions related to the relevant litigation, throughout the course thereof. In light of the Parties' mutual interests in successfully defending against a Third-Party Enforcement Action, all communications between Developer and City concerning a Third-Party Enforcement Action must be kept confidential and cannot be disclosed by either party without the written consent of the other party.

10.14.4 Litigation Costs.

City's costs of defending any Third-Party Enforcement Action, including all court costs, and reasonable attorneys' fees expended by City (including the time and cost of the City Attorney) in defense of any Third-Party Enforcement Action, as well as the time of City's staff spent in connection with such defense (the "Enforcement Action Defense Costs"), will be paid in accordance with this Agreement. Notwithstanding the foregoing, in no event will the Enforcement Action Defense Costs extend to, nor will Developer or the Project be obligated to pay, any costs incurred on appeal unless otherwise authorized by Developer in writing.

10.14.5 Settlement.

City may not enter into a settlement agreement or take any other action to resolve any Third-Party Enforcement Action without Developer's written consent. City cannot, without Developer's written consent, take any action that would frustrate, hinder or otherwise prevent Developer's efforts to settle or otherwise resolve any Third-Party Enforcement Action.

10.14.6 Effect of a Judgment.

Provided that City complies with this Section and provided that Developer is a party to the relevant Third-Party Enforcement Action, Developer agrees to be bound by any final judgment (i.e., following all available appeals) arising out of a Third-Party Enforcement Action and further agrees that no default under this Agreement will arise if such final judgment requires City to apply to the Project or Project Site a City Law that conflicts with Applicable Law or this Agreement.

10.14.7 Defense and Indemnity.

Developer must defend and indemnify City from and against any and all damages, claims, costs and liabilities arising out of the personal injury or death of any third-party, or damage to the property of any third-party, to the extent such damages, claims, costs or liabilities result from the construction of the Project by Developer or by Developer's contractors, subcontractors, agents or employees. Nothing in this Section will be construed to mean that Developer must defend or indemnify City from or against any damages, claims, costs or liabilities arising from, or alleged to arise from, activities associated with the maintenance or repair by City or any other public agency of improvements that have been offered for dedication and accepted by City or such other public agency or for any other public improvements constructed by City or constructed by Developer at direction of City. City and Developer may from time to time enter into subdivision improvement agreements, as authorized by the Subdivision Map Act, which agreements may include defense

and indemnity provisions different from those contained in this Section. In the event of any conflict between such provisions in any such subdivision improvement agreement and the provisions set forth above, the provisions of such subdivision improvement agreement will prevail.

10.14.8 Effect on Term.

The Term of this Agreement will be tolled from the initiation of any Litigation until final court action is taken in such Litigation.

10.15. Notices. All notices, demands, correspondence and communications (“Notice”) shall be in writing and shall be either personally delivered or sent by certified mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight courier service (which provides a delivery receipt), at the addresses set forth below. Any such Notice will be deemed received on the date of personal delivery or on the date of receipt (or refusal to accept delivery) set forth in the certified mail receipt if sent by U.S. mail or in the receipt provided by the overnight courier service if sent by such service.

City:

City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754
Attention: Ron Bow, City Manager
E-Mail: Rbow@MontereyPark.ca.gov

With a copy to:

Hensley Law Group
2600 W Olive Ave Ste 500
Burbank, CA 91505
Attn: Mr. Karl H. Berger, City Attorney
E-Mail: kberger@hensleylawgroup.com

Developer:

Vincent Tsang
Rykadan Management Inc.
411 E. Huntington Drive, Suite #107-505,
Arcadia, CA 91006
Telephone: (626) 374-8881
E-Mail: vincent.tsang@rykadan.com

With a copy to:

Richard A. McDonald, Esq.
Law Office of Richard A. McDonald
Of Counsel, Carlson & Nicholas, LLP
301 E. Colorado Blvd., Suite 320
Pasadena, CA 91101
Telephone: (626) 356 - 4801
Email: RMcDonald@CarlsonNicholas.com

10.16. Private Undertaking. It is expressly understood and agreed by the Parties the development contemplated by this Agreement is a private development, no Party is acting as the agent of any other Party in any respect hereunder, and Developer has full power and exclusive control over its properties subject only to the limitations and obligations of Developer under the Vested Rules and this Agreement. Nothing contained in this Agreement or in any document executed in connection with this Agreement will be construed as making City and Developer joint venturers or partners.

10.17. Recordation. City will use best efforts to record a Memorandum of this Agreement with the Los Angeles County Recorder within 10 days after the Effective Date, pursuant to Development Agreement Statute § 65868.5. Thereafter, if this Agreement is terminated, modified or amended as provided herein, the City will record notice of such action with the Los Angeles County Recorder.

10.18. Section Headings. Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement.

10.19. Severability. If any provision or term of this Agreement, or the application of any provision or term of this Agreement to any particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, then the remainder of the Agreement is unaffected and will remain in full force and effect unless enforcement of the Agreement, with such invalidation, would be unreasonable or inequitable under the circumstances or would frustrate the purposes of the Agreement or the rights and obligations of the Parties there under.

10.20. Successors and Assigns; Covenants Running with the Land. Subject to the provisions of Section 7.1 governing assignment, the rights and obligations of Developer under this Agreement will be binding upon and inure to the benefit of successor Owners of all or any portion of the Property and shall be covenants running with the land.

10.21. Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns, including the Owners. No other Person has any right of action based upon any provision of this Agreement.

10.22. Unavoidable Delays or Events. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, terrorism, pandemic, insurrection, riots, floods, earthquakes, fires, casualties, governmental restrictions imposed or mandated by governmental entities (but only as to delays or performance by Developer), enactment of conflicting state or federal laws or regulations (but only if the Party claiming delay complies at all times with the provisions of this Agreement pertaining to such conflicting laws), litigation against this Agreement or any of the Project Approvals, referendum of this Agreement or any of the Project Approvals or similar bases for excused performance ("Unavoidable Delay" or "Unavoidable Event"). Upon the occurrence of an Unavoidable Event, the time for performance will be extended, for the duration of the Unavoidable Delay. Notwithstanding the foregoing, none of the following constitutes an Unavoidable Event:

(i) delays caused by market forces beyond the Parties' control; (ii) delays caused by the delay or failure by any entity other than the Party claiming such delay to provide financing for construction of the Project or any portion thereof; (iii) delays related to the cost or unavailability of financing, construction contractors, consultants, or labor; or (iv) delays related to economic conditions locally, regionally, statewide, nationwide, or worldwide.

10.23. Waiver. No waiver of any provision of this Agreement is effective unless it is in writing and signed by a duly authorized representative of the Party against whom enforcement of the waiver is sought. No waiver of any right or remedy is deemed a waiver of any right or remedy with respect to any other occurrence or event.

10.24. Authorization. Each person executing this Agreement represents and warrants that he or she is authorized and has the legal capacity to execute and deliver this Agreement on behalf of the Party for which execution has been made.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement to be effective as of the Effective Date first set forth above.

“CITY”

CITY OF MONTEREY PARK
a municipal corporation

Dated: __, 2021

By: _____
Yvonne Yiu, Mayor

ATTEST:

Mr. Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

“Developer”

RYKADAN 005, LLC
a California Limited Liability Company

Dated: XX, 2021

By: _____
Vincent Tsang, Manager

APPROVED AS TO FORM:

By: _____
Richard A. McDonald, Esq.

Exhibit A
The Property

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

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

PARCEL 1:

THE EASTERLY 120.9 FEET OF LOT 1 IN BLOCK "I" OF TRACT NO. 786, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGES 58 AND 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5257-015-001

PARCEL 2:

THE WEST 100 FEET OF LOT 1 IN BLOCK "I" OF TRACT NO. 786, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGES 58 AND 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5257-015-002

PARCEL 3:

THE SOUTH 50 FEET OF LOT 2 IN BLOCK "I" OF TRACT NO. 786, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGES 58 AND 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5257-015-003

PARCEL 4:

THE NORTH 77 FEET OF LOT 3 IN BLOCK "I" OF TRACT NO. 786, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGES 58 AND 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5257-015-004

PARCEL 5:

THE SOUTH HALF OF LOT 3 IN BLOCK "I" OF TRACT NO. 786, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGES 58 AND 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5257-015-005

PARCEL 6:

THE NORTH 104 FEET OF LOT 2 IN BLOCK "I" OF TRACT NO. 786, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGES 58 AND 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5257-015-035

Exhibit B
CEQA Determination

[Click here to view the Categorical Exemption Findings located on the City of Monterey Park website](#)

Exhibit C
Vested Rules

DRAFT

Exhibit C Vested Rules

Ordinances, resolutions, rules, regulations, requirements, and official policies of City in effect as of the Effective Date that will govern the following, to the extent applicable to the Property:

- Development Agreements;
- Permitted Uses;
- Density And Building Intensity;
- Growth Control;
- Zoning Designations And Regulations;
- Subdivision, Improvement, Grading, Landscaping and Signage; Design, Development, Improvement, and Construction Standards And Specifications;
- Standards and Requirements For Public Reservations and Dedications, Public Improvements and Facilities;
- Transit, Parking, Open Space, Employee Housing And Other Residential Housing; Standards; and
- Requirements for processing of Subsequent Permits (as defined in Section 5.1.1); and,

The Project Approvals described in Section 3.3.

The Vested Rules do not include: (i) Uniform Codes, or changes thereto from time to time; (ii) Development Impact Fees or fee calculation methods; or (iii) fees imposed by other governmental agencies, whether or not collected by the City on behalf of such agencies.

Exhibit D
Approved Development Plan

Exhibit D
Approved Development Plan

SUMMARY:

PERMITTED LAND USES:

The Project is a mixed use development with 151 dwelling units over two levels of commercial space containing 12,248 square feet of retail tenant space and parking uses on an 87,934.7 square foot lot after dedications (with dedication of 5 foot radius corner at Garvey and Garfield avenues) The parking levels consist of enclosed above grade parking and three levels of subterranean parking. The proposed Floor Area Ratio ("FAR") is 2.43.

INTENSITY OF USE:

151 Residential Units including:

Studio Unit: 1

1-Bedroom Unit: 27

2-Bedroom Unit: 95

2-Bedroom Plus Den: 28

ZONING

Building Recovery Development agreement Zone ("BRDZ")

MAXIMUM HEIGHT AND SIZE OF BUILDINGS:

Maximum Allowable: 75'-0" To Roof (Excluding Parapets) Per Figure LU-4 Monterey Park 2040

Proposed: Approximately 74'-0" To Top Of Low Slope Roof, not to exceed 75'-0" Limit

1,531 Square Feet Indoor Residential Amenity Space (A-2)

31,654 Square Feet Restaurant Tenant Space (A-2)

6,237 Square Feet Residential Lobby / Business Office (B)

12,248 Square Feet Retail Tenant Space (M)

168,899 Square Feet Residential (R-2)

13,953 Square Feet Accessory Spaces (S-2)

3,122 Square Feet Exit Passageways

237,644 Square Feet Gross Above Grade Floor Area (Not Including Above Grade Parking)

31,190 Square Feet (L1) + 28,316 Square Feet (L2) = 59,509 Square Feet Above Grade Parking (S-2)

82,384 Square Feet (P1) + 82,384 Square Feet (P2) + 54,222 Square Feet (P3) = 218,990 Square Feet Subterranean Parking Garage (S-2)

PROVISIONS FOR RESERVATION AND DEDICATION OF LAND

Lot Size: (95,428.8 Square Feet – Pre-Dedication) / (87,934.7 Square Feet – Post Dedication)

Lot area prior to dedication: 95,428 square feet (2.19 acres)

Lot area after dedication: 87,934 square feet (2.01 acres)

Lot width: 221.06 feet (pre-dedication) Approximately 206.06 feet (post-dedication)

Lot depth: 432.23 feet (pre-dedication) Approximately 428.73 feet (post-dedication)

SUBDIVISION OR USE PERMIT IMPROVEMENT REQUIREMENTS

Approval of a Vesting Tentative Map.

Exhibit D
Continued

STATEMENT OF CONFORMITY WITH MONTEREY PARK GENERAL PLAN:

The Land Use and Urban Design Elements sets forth a resident-inspired vision to guide growth and development.

Some of the key challenges outlined in the General Plan are the limited vacant land available for new developments, older buildings with “tired” facades, outdated mechanical systems, lackluster streetscapes, and a lack of commercial diversity. Other challenges relate to inadequate parking and shortage of housing options.

The proposed “Celadon” project covers these items in what we hope will be a catalyst project for the downtown. This mixed-use project is designed with a contemporary feel, taking advantage of the Southern California Lifestyle. The commercial design incorporates two levels of a vibrant mixed-use program, indoor / outdoor spaces, integral landscape design and multiple terraces for people to enjoy food and drinks above the streetscape.

All this takes place on a vacant property, primed for a project providing commercial and residential uses.

The project design has been thought out to provide varied retail and entertainment uses that accommodate flexibility over time (Goal 1). A dynamic mix of uses will add to the strong local economy and contribute to a fiscally sustainable tax base (Goal 2). Provide diversified housing options near transit facilities and mixed-use areas.

Both the commercial levels and residential levels are provided with large operable windows and door systems that promote living in a wonderful climatic region. The open spaces, balanced development, landscaping, access to transit, varied commercial uses and housing that can accommodate the needs of younger people all contribute to ways this project conforms to the general plan and local ordinances.

We feel the project also enhances the neighborhood character and will help continue to foster a sense of community. The residential design provides an urban living environment, while maintaining a high level of security and separation from the commercial uses. The residential levels provide landscaped outdoor spaces, private balconies, a fitness center, a community room, barbeque areas and an outdoor pool.

PROJECT DESCRIPTION AND DATA:

PROJECT DESCRIPTION:

MIXED USE DEVELOPMENT WITH 151 DWELLING UNITS OVER TWO LEVELS OF COMMERCIAL AND PARKING USES. THE PARKING LEVELS CONSIST OF ENCLOSED ABOVE GRADE PARKING AND THREE LEVELS OF SUBTERRANEAN PARKING.

PROJECT AREAS:

1,531 SQUARE FEET INDOOR RESIDENTIAL AMENITY SPACE (A-2)
31,654 SQUARE FEET RESTAURANT TENANT SPACE (A-2)
6,237 SQUARE FEET RESIDENTIAL LOBBY / BUSINESS OFFICE (B)
12,248 SQUARE FEET RETAIL TENANT SPACE (M)
168,899 SQUARE FEET RESIDENTIAL (R-2)
13,953 SQUARE FEET ACCESSORY SPACES (S-2)
3,122 SQUARE FEET EXIT PASSAGEWAYS
237,644 SQUARE FEET GROSS ABOVE GRADE FLOOR AREA (NOT INCLUDING ABOVE GRADE PARKING)
31,190 SQUARE FEET (L1) + 28,316 SQUARE FEET (L2) = 59,509 SQUARE FEET ABOVE GRADE
PARKING (S-2)
82,384 SQUARE FEET (P1) + 82,384 SQUARE FEET (P2) + 54,222 SQUARE FEET (P3) = 218,990 SQUARE FEET SUBTERRANEAN PARKING GARAGE (S-2)

LEGAL DESCRIPTION: SEE EXHIBIT A

PROJECT ADDRESS:

108 EAST GARVEY AVENUE, MONTEREY PARK, CA 91754
112 SOUTH GARFIELD AVENUE, MONTEREY PARK, CA 91754
118 SOUTH GARFIELD AVENUE, MONTEREY PARK, CA 91754
128 SOUTH GARFIELD AVENUE, MONTEREY PARK, CA 91754

LOT SIZE: (95,428.8 SQUARE FEET – PRE-DEDICATION) / (87,934.7 SQUARE FEET – POST DEDICATION)

Lot area before dedication: 95,428 square feet (2.19 acres)

Lot area after dedication: 87,934 square feet (2.01 acres)

Lot width: 221.06 feet (pre-dedication) Approximately 206.06 feet (post-dedication)

Lot depth: 432.23 feet (pre-dedication) Approximately 428.73 feet (post-dedication)

The site is relatively flat, with a drop in elevation of approximately 1.3 feet over 432.23 feet. This is a .3 percent slope.

ASSESSOR'S PARCEL NUMBERS: 5257-015-001, 5257-015-002, 5257-015-003, 5257-015-004, 5257-015-005, 5257-015-035

RESIDENTIAL UNIT BREAKDOWN:

STUDIO UNIT: 1

1-BEDROOM UNIT: 27

2-BEDROOM UNIT: 95

2-BEDROOM PLUS DEN: 28

TOTAL DWELLING UNITS: 151

ZONING COMPLIANCE:

ZONE: MONTEREY PARK LAND USE AND URBAN DESIGN ELEMENT (MPLU&UDE) & BUSINESS RECOVERY DEVELOPMENT OVERLAY ZONE ("BRDZ")

LOT AREA:

GROSS SITE AREA REQUIRED: 65,340 SQUARE FEET (MPMC § 21.15.090 PROPERTY DEVELOPMENT STANDARDS FOR MIXED-USE DEVELOPMENTS AND COMMERCIAL DEVELOPMENTS)

PROPOSED: 95,428.8 SF PRE-DEDICATION / 87,934.7 SF POST-DEDICATION (WITH 35 FOOT RADIUS CORNER AT GARVEY AND GARFIELD AVENUES)

DEDICATION:

GARVEY AVENUE: 3'-6"

GARFIELD AVENUE: 15'-0"

FRONT YARD SETBACK - TABLE 21.10 (B) (GARVEY AVENUE):

REQUIRED: AT OR WITHIN 5'-0" OF THE PEDESTRIAN REALM

PROVIDED: AT THE PEDESTRIAN REALM (5'-0" INSIDE THE PROPOSED PROPERTY LINE)

SIDE YARD SETBACK - TABLE 21.10 (B) (GARFIELD AVENUE):

REQUIRED: AT OR WITHIN 5'-0" OF THE PEDESTRIAN REALM

PROVIDED: AT THE PEDESTRIAN REALM (2'-0" INSIDE THE PROPOSED PROPERTY LINE)

SIDE YARD SETBACK - TABLE 21.10 (B) (EAST PROPERTY LINE):

REQUIRED: 0'-0"

PROVIDED: 1'-1"

REAR YARD SETBACK - TABLE 21.10 (B) (SOUTH PROPERTY LINE):

REQUIRED: 0'-0"

PROVIDED: 1'-1"

FLOOR AREA RATIO (FIGURE LU-4 MPLU&UDE):

MAXIMUM ALLOWABLE: 2.5 BASED ON THE GENERAL PLAN (238,570 SQUARE FEET)

PROPOSED: 2.43 (231,928 SQUARE FEET PROVIDED – GROSS AREA MINUS MECHANICAL AREA PER M.P.M.C. §21.04.399) AND NOT TO EXCEED 2.5.
237,644 SQUARE FEET – 5,716 (M.E.P. AREA) = 231,928 SQUARE FEET

OPEN SPACE DEVELOPMENT STANDARDS [MPMC §21.15.090 D (2) (A)]:

RESIDENTIAL OPEN SPACE REQUIRED: 30,200 SF (200 SF / UNIT = 200 X 151)

RESIDENTIAL OPEN SPACE PROVIDED: 16,600 SQUARE FEET

-UP TO TEN (10) PERCENT OF THE COMMON OPEN SPACE MAY BE PROVIDED IN AN INDOOR RECREATIONAL AREA SUCH AS A GYMNASIUM OR A COMMUNITY ROOM.

-THE ACTUAL EXTERIOR COMMON OPEN SPACE IS 15,275 SQUARE FEET, WHICH IS MORE THAN FIFTY PERCENT OF THE REQUIRED OPEN SPACE (30,200 SQUARE FEET).

PLANTING AREA [MPMC §21.15.090 D (2) (C)]:

REQUIRED: 25% OF COMMON OPEN SPACE 16,600 SQUARE FEET (4,150 SQUARE FEET)

PROVIDED: 5,000 SQUARE FEET

SETBACK FROM SIDEWALK (PEDESTRIAN REALM MPMC §21.15.090 C):

REQUIRED DISTANCE FROM SIDEWALK ALONG GARVEY AVENUE: 15'-0"

SIDEWALK LOCATED 10'-0" INSIDE OF RIGHT-OF-WAY

REQUIRED DISTANCE FROM SIDEWALK ALONG GARFIELD AVENUE: 12'-0"

SIDEWALK LOCATED 10'-0" INSIDE RIGHT-OF-WAY

MAXIMUM BUILDING HEIGHT (FIGURE LU-4 MPLU&UDE):

MAXIMUM ALLOWABLE: 75'-0" TO ROOF (EXCLUDING PARAPETS) PER FIGURE LU-4 MP 2040

PROVIDED: APPROXIMATELY 74'-0" TO TOP OF LOW SLOPE ROOF, AND NOT TO EXCEED 75'-0" LIMIT

PARKING:

REQUIRED PARKING (PER SHARED PARKING DEMAND ANALYSIS): 509 SPACES (SEE TRAFFIC IMPACT STUDY)

PROVIDED: 520 SPACES (213 FOR COMMERCIAL + 307 RESIDENTIAL)

STANDARD COMMERCIAL PARKING SPACES: NO LESS THAN 32 & NO MORE THAN 127

COMPACT COMMERCIAL PARKING SPACES: NO LESS THAN 86 (40%) & NO MORE THAN 181 (85%)

STANDARD RESIDENTIAL PARKING SPACES: NO LESS THAN 130 & NO MORE THAN 233

COMPACT RESIDENTIAL PARKING SPACES: NO LESS THAN 74 (24%) & NO MORE THAN 177 (58%)

RESIDENTIAL ELECTRIC VEHICLE CHARGING PER (§4.106.4.2 CGBSC): 11 SPACES

COMMERCIAL ELECTRIC VEHICLE CHARGING PER (§5.106.5.2 CGBSC): 11 SPACES

BICYCLE PARKING [MPMC §21.10.210 (B) (3) (A) (B)]:

REQUIRED BIKE PARKING: 5 BIKES (4/50,000 SF OF COMMERCIAL AREA + 1/ADDITIONAL 50,000 SF)

PROVIDED: 11 SHORT-TERM BICYCLE PARKING SPACES (THE CALIFORNIA GREEN BUILDING STANDARDS CODE §5.106.4.1.1)

PROVIDED: 11 LONG-TERM BICYCLE PARKING SPACES (THE CALIFORNIA GREEN BUILDING STANDARDS CODE §5.106.4.1.2)

RESIDENTIAL DENSITY (TABLE LU-1 MPLU&UDE):

ALLOWABLE: UNLIMITED DWELLING UNITS PER ACRE

PROVIDED: 68.9 DWELLING UNITS PER ACRE

Exhibit E
Development Impact Fees

Exhibit E

Fee Estimate¹

Development Impact Fee (“DIF”)

Residential	Fee Per Unit	Number of Units	Total
Police	\$ 503.00	151	\$ 75,953.00
Fire	\$ 418.00	151	\$ 63,118.00
Circulation	\$ 1,129.00	151	\$ 170,479.00
Water	\$ 2,570.00	151	\$ 388,070.00
Sewer	\$ 356.00	151	\$ 53,756.00
Library	\$ 194.00	151	\$ 29,294.00
Public Meeting Facilities	\$ 1,684.00	151	\$ 254,284.00
Aquatics	\$ 743.00	151	\$ 112,193.00
Parks	\$ 3,730.00	151	\$ 563,230.00
Total Development Impact Fees (Residential)	\$ 11,327.00	151	\$ 1,710,377.00

Commercial	Fee Per Unit	Square Footage	Total
Police	\$ 0.370	59,776	\$ 22,117.12
Fire	\$ 0.350	59,776	\$ 20,921.60
Circulation	\$ 3.216	59,776	\$ 192,239.62
Water	\$ 0.769	59,776	\$ 45,967.74
Sewer	\$ 0.138	59,776	\$ 8,249.09
Library	\$ 0	59,776	\$ -
Public Meeting Facilities	\$ 0	59,776	\$ -
Aquatics	\$ 0	59,776	\$ -
Parks	\$ 0.064	59,776	\$ 3,825.66
Total Development Impact Fees (Commercial)	\$ 11,327.00	59,776	\$ 293,320.83

Plan Check Fees		
Building	<i>Building/Electrical/Mechanical/Plumbing Plan</i>	\$TBD
Fire ²	\$956.50	\$TBD
Public Works	<i>(Consultant Estimate)</i>	\$TBD
Total Plan Check Fees		\$

Permit and Inspection Fees		
Building	<i>Building/Electrical/Mechanical/Plumbing Plan</i>	\$TBD
Public Works ³		\$
	<i>Encroachment Permit</i>	\$
	<i>Grading Permit Per CY</i>	\$
	<i>Inspection \$160/hr at min of 2hr per house</i>	\$
Fire	TBD	TBD

Exhibit E Fee Estimate¹

Development Impact Fee ("DIF")

Total Permit and Inspection Fees		\$
	Misc. Fees	
Record Management		\$
General Plan Revision		\$
Strong Motion Tax		\$
Green		\$
Total Misc. Fees		\$
Water and Fire Connection Fees		
Water and Fire Connection Fees		\$TBD
Total Connection Fees	See attached water/fire service installation estimates	\$TBD
School Fees		
<i>School Impact Fee (Estimate) (Fees based on Alhambra District at \$3.79/sf approx. \$8,717/unit)</i>		\$1,316,267
Total School Fees		\$1,316,267 (Alhambra)
County Sanitation Fee		TBD

¹ The fees listed are an estimate only; the final amounts may be different. These fees do not include time and materials costs associated with processing the Project or administrative costs including, without limitation, third-party consultants, and legal fees. All such amounts must be paid before the City issues a building permit.

² Fire fees are not based on building valuation. The fees are calculated on an hourly rate plus third party costs. The estimate shown of \$956.50 includes review of architectural plans subject to change based on actual third party consultant rates for revisions, rechecks or incomplete plans. This estimate does not include potential tenant improvements, which are subject to additional plan check and permit fees. Plan check fees for fire protection systems (fire sprinkler, fire alarm, commercial automatic fire extinguishing systems) are not included in the estimate.

³ Grading permit fees are based on the following:

Permit Fee-1 to 1,000 CY	398.00	
Permit Fee-1,001 to 10,000 CY	547.00	
Permit Fee-10,001 to 50,000 CY	698.00	
Permit Fee-50,001 to 100,000 CY	944.00	
Permit Fee-Over 100,000 CY	1,285.00	plus \$12.36 per 1,000 C/Y over 100,000 C/Y

Exhibit "B" to Draft Ordinance

Exhibit B

Celadon (Current)

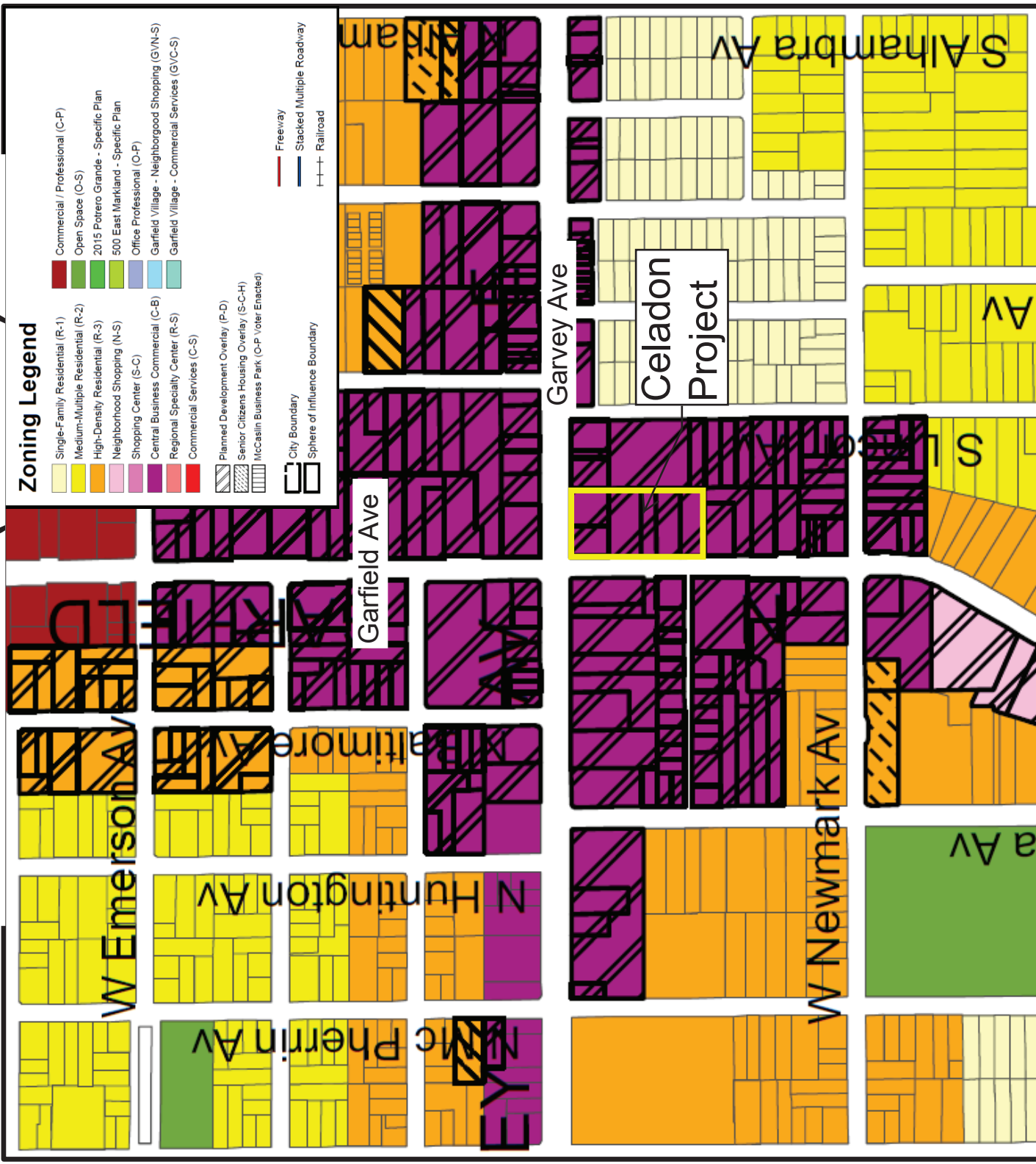


Exhibit B

Celadon (Proposed)

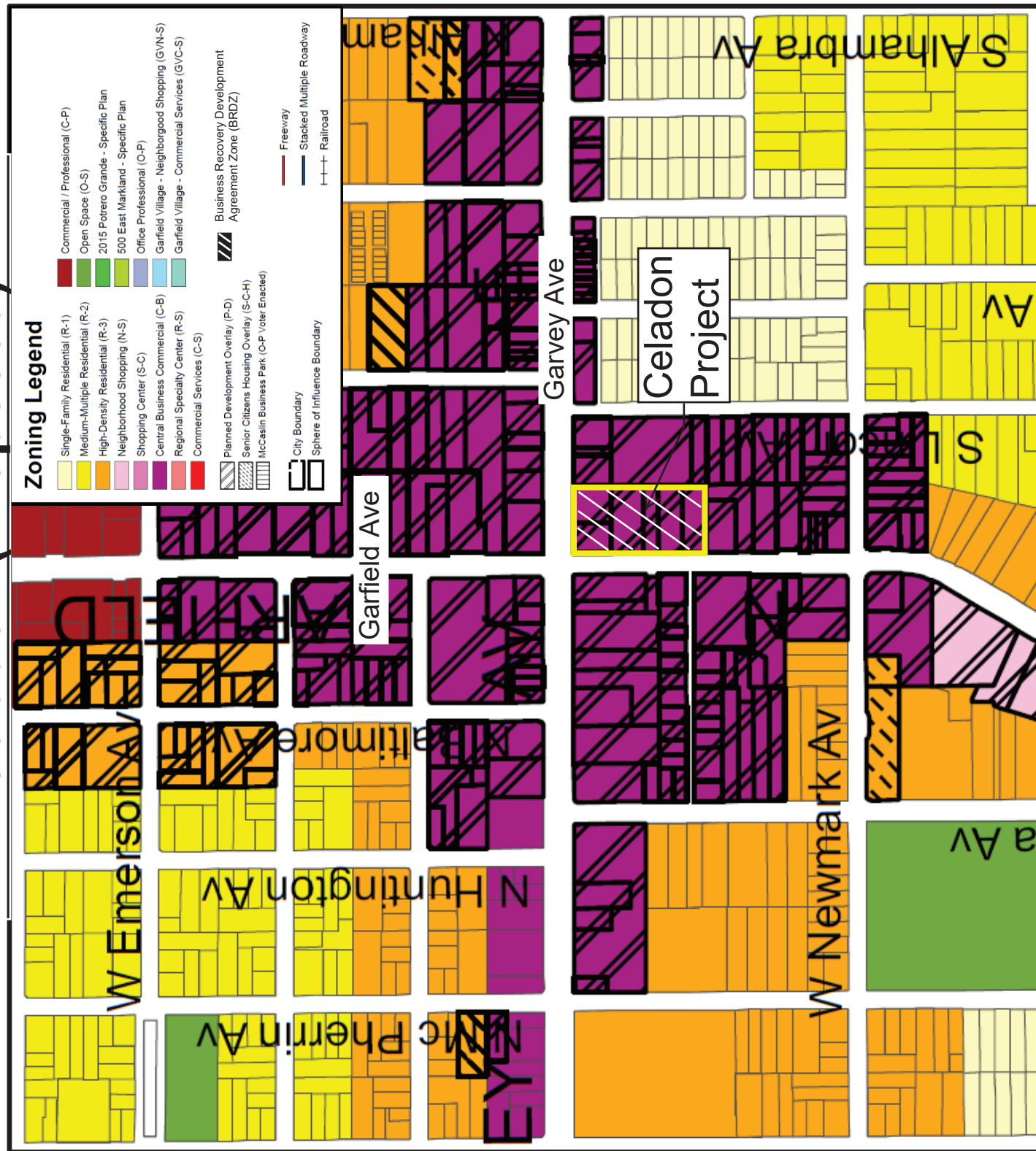


Exhibit "C" to Draft Ordinance

Exhibit C

CONDITIONS OF APPROVAL CELADON

In addition to all applicable provisions of the Monterey Park Municipal Code (“MPMC”), Rykadan 005, LLC (“Applicant,” “Developer,” or “Permittee”) agrees to the following conditions for the City’s approval of a multi-story mixed use development activated by the BRDZ overlay zone (“Project Conditions”).

Unless the contrary is stated or clearly appears from the context, the construction of the words and phrases used in these Project Conditions use the definitions set forth in the MPMC. For purposes of these Project Conditions, the term “Director” refers to the Public Works Director, or designee.

General Conditions

1. The owner/applicant must comply with all applicable law and these conditions including, without limitation, obligations to pay all fees and charges.
2. The owner/applicant’s failure to comply with, or breach of, any condition can, in addition to any other civil or criminal action, result in modification or revocation of this permit. The City may, in accordance with applicable, undertake action and incur costs that may required to effect compliance. All such costs including, without limitation, attorney’s fees, must be reimbursed by the applicant or current property owners in accordance with applicable law.
3. The Project is subject to an ongoing review. If at any time valid, substantiated complaints are received, a public hearing may be held before the Planning Agency, at the sole discretion of the City but in accordance with applicable law, to determine if any condition or the permit should be modified, amended or revoked.
4. The Developer/Applicant must reimburse the City for all attorneys’ fees expended by the City, which are directly related to the processing of this Development/Project. The City will not issue Certificates of Occupancy or any other final occupancy approval until attorneys’ fees billed to date are paid.
5. This approval is for the project as shown on the plans reviewed and approved by the Planning Agency and on file. Before the City issues a building permit, the applicant must submit plans, showing that the project substantially complies with the plans and conditions of approval on file with the Director. Any subsequent modification must be referred to the Director. The Director may, but is not required to, approve minor or technical modifications (including, without limitation, modifications to these conditions), or refer such requested modifications to the Planning Agency.
6. Any exterior changes to the building require the Director’s approval.

7. The applicant or business owner must obtain all applicable permits from the Director if tenant improvements are needed.

Planning

8. Before building permits are issued, the applicant must submit plans demonstrating substantial compliance with the plans and conditions of approval on file with the Director. Any subsequent modification to the project as approved, including the site plan, floor plan, elevations, landscaping and materials, must be referred to the Director to determine whether the Planning Agency should review the proposed modification.

9. Before building permits are issued, the applicant must obtain all the necessary approvals, licenses and permits and pay all the appropriate fees as required by the City.

10. The applicant must comply with all traffic mitigation measures identified in the Class 32 Findings prepared for the Project.

11. Any changes to the colors and materials of the exterior façade of the building must be in compliance with the MPMC and approved to the satisfaction of the Director.

12. Before the City issues a building permit, the applicant must submit final landscaping and irrigation plans to the Director for review and approval to demonstrate compliance with the MPMC. The plant materials used in landscaping must be compatible with the Monterey Park climate pursuant to Sunset Western Garden Book's Zone 24 published by Sunset Books, Inc., Revised and Updated 2001 edition. Additionally, the landscaping and irrigation must be completely installed before the City issues a final Certificate of Occupancy. Additionally, the final landscaping and irrigation plans must comply with the following:

- a. Reclaimed water must be used as the water source to irrigate landscaped areas, if feasible. To that end, dual water connections must be installed to allow for landscaping to be irrigated by reclaimed water, if feasible.
- b. Efficient irrigation systems must be installed which minimize runoff and evaporation and maximize the water which will reach plant roots (e.g., drip irrigation, automatic sprinklers equipped with moisture sensors).
- c. Automatic sprinkler systems must be set to irrigate landscaping during early morning hours or during the evening to reduce water losses from evaporation. Sprinklers must also be reset to water less often in cooler months and during the rainfall season so that water is not wasted by excessive landscaping irrigation.

13. Selection of drought-tolerant, low-water consuming plant varieties must be used to reduce irrigation water consumption.

14. Trash and recycling enclosures must be provided and shown on the site plan that are sufficiently large enough to store the necessary bins required for the regular collection of commercial solid waste and recyclable materials. The site plan with the location and dimensions of the trash and recycling enclosure and an elevation view of the enclosure must be provided to the Director for review and approval before the City issues building permits.
15. Ground level mechanical equipment, refuse collectors, storage tanks, generators, and other similar facilities must be screened from view with dense landscaping and walls of materials and finishes compatible with the overall design of the project and any ancillary buildings.
16. All gutters and spouts must be painted to match the buildings. Galvanized finish is not permitted.
17. The exterior of the building(s) must be treated with anti-graffiti material. All structures and walls must be maintained free of graffiti.
18. The exterior finish of the facility must be comprised of non-reflective paint materials.
19. Exterior lighting must be designed to minimize off-site glare.
20. The building must be designed to comply with all MPMC standards for the attenuation of interior noise.
21. The applicant must provide a marketing implementation plan that includes, without limitation, notification to residents of Monterey Park regarding the availability of affordable housing in the project (if any), eligibility requirements, application requirements, and access to application materials to the satisfaction of the Director.
22. Energy conservation measures must be included in the project. All new residential and commercial buildings must comply with the energy efficiency standards set forth in the MPMC and with the California Green Building Code, as adopted by the MPMC. Before the City issues building permits, the applicant must obtain the Director's approval of an energy efficiency plan that includes the following (unless the applicant demonstrates their infeasibility to the satisfaction of the Director):
 - a. use of photovoltaic systems;
 - b. passive cooling strategies such as passive or fan aided cooling plan designed into the structure and/or a roof opening for hot air venting or installation of underground cooling tubes;
 - c. high efficiency outdoor lighting and/or solar powered lighting;

- d. installation of Energy Star roofs, furnaces, and appliances;
- e. use of solar-assisted water heating for swimming pools and tankless hot water on demand systems if their energy efficiency is demonstrated to exceed that of a central storage tank water heating system;
- f. use of passive solar cooling/heating;
- g. use of natural lighting in lieu of artificial lighting;
- h. installation of energy efficient lighting;
- i. use of water-efficient landscapes; water-efficient irrigation systems and devices; and use of reclaimed water (if available);
- j. installation of cool pavements;
- k. provision of segregated waste bins for recyclable materials;
- l. zero waste/high recycling standards.

Building Conditions

- 23. Before grading permits are issued, the applicant must submit a soils report to the Director for review and approval.
- 24. Before grading permits are issued, the applicant must submit a grading plan to the Director for review and approval. Before building permits are issued, plans must show conformance with the California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and California Energy Code, all as adopted by the MPMC.
- 25. Before building permits are issued, plans must show compliance with accessibility requirements per the California Building Code, as adopted by the MPMC.
- 26. At least one stairway must access the roof per the California Building Code, as adopted by the MPMC.

Fire Department Conditions

- 27. The project must comply with all applicable requirements in the California Building and Fire Codes, as adopted by the MPMC.
- 28. Construction of any cafeteria or kitchen facilities must include installation of a grease interceptor capable of removing fats, oils, and grease from the kitchen waste stream. If the Los Angeles County Health Department determines that the food preparation area does not require the installation of grease interceptors, then this condition will not be required.

29. Construction activities must include a storm water pollution prevention plan addressing non-storm water run-off, debris removal, track-out and protection of storm water system.
30. Any diesel-powered generators must be approved by the Fire Chief, or designee, and provide for secondary containment, placarding, spill detection and prevention. Underground tanks require additional environmental monitoring requirements.
31. The applicant must provide the Fire Chief, or designee, an inventory of any and all chemicals used for laundry, pool or house cleaning, emergency generators or other devices.
32. The applicant, or designee, must contact Underground Service Alert before digging or excavating.
33. Any demolition must be screened for asbestos and lead, with proper notifications to the Air Quality Management District (AQMD).
34. If the building heights exceed 30 feet in height, a dedicated ladder truck access road is required. Access road must be provided from Hellman Avenue to Garvey Avenue. The minimum unobstructed width must be 26 feet and be at least 15 feet, but not further than 30 feet, from the west side of the building. Except for approved security gates in accordance with California Fire Code (CFC) § 503.6, as adopted by the MPMC, a minimum unobstructed vertical clearance of 13 feet 6 inches must be provided for the access road, per the CFC Appendix D105.1, as adopted by the MPMC.
35. When security gates are provided, maintain a minimum access width of 20 feet. The security gate must be provided with an approved means of emergency operation, and must be maintained operational at all times. Electric gate operators, where provided, must be listed in accordance with Underwriters Laboratories (UL) 325. Gates intended for automatic operation must be designed, constructed and installed to comply with the requirements of ASTM F220 per the CFC § 503.6, as adopted by the MPMC.
36. Fire Department vehicular access roads must be provided with a 32-foot centerline turning radius, per the CFC § 503.2.4, as adopted by the MPMC.
37. Provide approved signs or other approved notices or markings that include the words NO PARKING - FIRE LANE. Signs must be provided for fire apparatus access roads, to clearly indicate the entrance to such road, or prohibit the obstruction thereof, as required by the Fire Inspector per the CFC § 503.3, as adopted by the MPMC.
38. Fire Department vehicular access roads must be hardscape all weather access in accordance with the Department's All Weather Access Requirements per the CFC § 503.2.3, as adopted by the MPMC.

39. Fire Department vehicular access roads must be installed and maintained in a serviceable manner before and during the time of construction. Fire Code 501.4.
40. A minimum 5 foot wide approved firefighter access walkway leading from the fire apparatus access road to the building's exterior openings must be provided for firefighting and rescue purposes, per the CFC § 504.1, as adopted by the MPMC.
41. Fire apparatus access roads must be identified with approved signs. Temporary signs must be installed at each street intersection when construction of new roadways allows passage by vehicles. Signs must be of an approved size, weather resistant and be maintained until replaced by permanent signs per the CFC § 505.2, as adopted by the MPMC.
42. The CFC must determine the required fire flow for fire hydrants at this location based on type of construction and total fire area. Plan submittal must include fire flow test data obtained within one year of the submittal date.
43. Show all existing public fire hydrants within 250 feet of the lot frontage on both sides of the street. Specify size of fire hydrant(s) and dimension(s) to property lines. Additional fire hydrant requirements may be necessary after this information is provided per the CFC § C105.2.2, as adopted by the MPMC.
44. All fire hydrants must measure 6" x 4" x 2-1/2", brass or bronze, conforming to American Water Works Association Standard C503, or approved equal, per the CFC § 507.5, as adopted by the MPMC.
45. Building height and area must be determined by the California Building Code (CBC) Table 503, as adopted by the MPMC. Per the CBC §§ 504.2 and 506.3, installation of an automatic fire sprinkler system in an R-1 occupancy will allow either an increase in stories/height or allowable floor area but not both.
46. Provide an approved Class I standpipe system in all stairwells on all levels including the roof as set forth by CBC and CFC § 905.
47. Provide an approved automatic fire sprinkler system and fire alarm as set forth by the CFC §§ 903 and 907.
48. Provide smoke alarms in each room for sleeping purposes and at a point centrally located in the corridor or area giving access to each separate sleeping area. Smoke alarms must be installed in accordance with the manufacturers' instructions. Indicate the smoke alarm locations on plans per the CFC § 907.2.11.1, as adopted by the MPMC.
49. Carbon monoxide alarms must be provided either within all sleeping units or else the building must be provided with a carbon monoxide alarm system that protects all common areas per the CBC § 420.6, as adopted by the MPMC.

50. Public areas (non-residential) designated as accessible by the Building Official must be provided with visible alarm notification appliances per the CFC § 907.5.2.3.3, as adopted by the MPMC.
51. Smoke dampers must be provided whenever ducts penetrate smoke barriers and elevator lobbies as set forth by the CBC. Fire dampers must be provided whenever ducts penetrate the ceiling of fire-resistive floor-ceiling or roof-ceiling assemblies, an atrium enclosure element, or areas of refuge. In addition, the building exterior must have protected opening as set forth by the CBC Chapter 7. Identify smoke/fire dampers per the CBC § 716.4, as adopted by the MPMC.
52. A minimum of one rated stairwell must extend to the roof per the CFC § 504.3, as adopted by the MPMC.
53. Provide approved stairway identification signs located approximately 5-feet above the floor landing, at each floor level, and in all enclosed stairways in buildings three or more stories in height. Provide stairway identification signs for review and approval by the Fire Department per the CFC §§ 1022.8 and 1022.8.1, as adopted by the MPMC.
54. Every public area must have clearly visible emergency procedures information printed on a floor plan representative of the floor level and posted on the interior of each entrance door per the CFC § 404.7.2, as adopted by the MPMC.
55. Emergency procedures information printed on a floor plan must be posted at every stairway landing, at every elevator landing, and immediately inside all public entrance to the building per the CFC § 404.7.3.1, as adopted by the MPMC.
56. A minimum of one elevator providing general stretcher dimensions and extending to the top floor must be provided per the CBC § 3002.4a, as adopted by the MPMC.
57. Provide illuminated exit signs when two or more exits are required from a room or an area. Exit signs must be readily available from any direction of approach and must be located as necessary to clearly indicate the direction of egress travel. No point must be more than 100 feet from the nearest visible exit sign. Indicate all exit sign locations on plans per the CFC § 1011, as adopted by the MPMC.
58. Low-level exit signs are required in all interior rated corridors and areas serving residences of Group R, Division 1 Occupancies. Indicate all floor-level exit sign location on plans per the CFC § 1011.6, as adopted by the MPMC.
59. Fire Department access roads and portable fire extinguishers must be provided and maintained during construction, alternation or demolition of a building per the CFC §§ 1410.1 and 1415, as adopted by the MPMC.

60. A permit must be obtained from the Fire Chief, or designee, before engaging in activities, operations, practices or functions as indicated in the CFC §§ 105.6. and 105.7, as adopted by the MPMC.
61. Fire protection, including fire apparatus access roads and water supplies for fire hydrant must be installed and made serviceable before and during the time of construction per the CFC § 501.4, as adopted by the MPMC.
62. Marking of fire apparatus access roads and approved signs must be provided to identify such roads and prohibits the obstruction thereof or both that include the words NO PARKING – FIRE LANE per the CFC § 503.3, as adopted by the MPMC.
63. All rated exit stairwells must have keyed exterior doors on the ground level. Knox boxes must be provided adjacent to all exit stairwell exterior doors at approved locations. A Knox box must also be provided adjacent to the main entrance at an approved location per the CFC § 506.1, as adopted by the MPMC.
64. Fire/Smoke dampers, when required, must be interconnected to the Fire Alarm (if the building is equipped with a fire alarm system). A separate plan submittal and permit is required for the alarm work as per the CFC § 901.2.1, as adopted by the MPMC.
65. Air-moving systems (i.e., HVAC) supplying air in excess of 2,000 CFM to enclosed spaces within buildings must be equipped with automatic shut-off. When required, duct smoke detectors must be installed in the main supply-air duct served by such equipment and interconnected to the fire alarm (if the building is equipped with a fire alarm). A separate plan submittal and permit is required for the alarm work per the California Mechanical Code § 609, as adopted by the MPMC.
66. Portable fire extinguishers must be installed per the CFC § 906. Start the placement of the fire extinguisher near the main exit door. Mount the fire extinguisher in a visible and accessible location, 3 to 5 feet above the finished floor to the handle. Not more than 5 feet above the finished floor for extinguishers weighing 40 pounds or less and not more than 3 to 5 feet above the floor for extinguishers weighing more than 40 pounds. Building with multiple floors must have at least one fire extinguisher per floor.
67. Light Hazard Occupancies (offices, classrooms, churches, assembly rooms, residential, etc.) require “2A10BC” fire extinguishers. The maximum coverage area is 6,000 square feet per extinguisher and the maximum travel distance cannot exceed 75 feet.
68. Ordinary Hazard Occupancies (parking garages, retail, light manufacturing factories, warehouse without high-piled storage, etc.) require “3A40BC” fire extinguishers. The maximum coverage area is 4,500 square feet per extinguishers and the maximum travel distance cannot exceed 75 feet.

69. Commercial Kitchens require a fire extinguisher listed and labeled for Class K fires to be provided within 30 feet of travel distance to commercial food heat-processing equipment.

70. A readily visible and durable sign shall be provided above the main entrance door stating: "THIS DOOR TO REMAIN UNLOCKED WHILE BUILDING IS OCCUPIED" in occupancy Group A having an occupant load of 300 or less, Groups B, F, M and S must be equipped with common knowledge lever type, single action hardware, unless panic hardware is specifically required per the CFC § 1008.1.9.3, as adopted by the MPMC.

71. All doors designated as exits, except for the main entrance in Group A with less than 300 persons, B, F, M, and S occupancies must be equipped with common knowledge lever type, single action hardware, unless panic hardware is specifically required per the CFC § 1008.1.9, as adopted by the MPMC.

72. Additional exit signs may be required at the time of final inspection, if the ones provided do not meet the intent of the code per the CFC § 1011.1, as adopted by the MPMC.

73. If emergency illumination is existing and/or required, additional fixtures may be required to be installed (verify the requirements with the plans). The lighting must provide a minimum of one-foot candle at the floor level throughout the exit path. Testing of the fixtures will be required during the final inspection. The Fire Inspector may request a nighttime test at his/her discretion to confirm the minimum requirement of one-foot candle at floor level per the CFC § 1006, adopted by the MPMC.

74. Any room having an occupant load of 50 or more where fixed seats are not installed, and which is used for assembly purposes, must have the capacity of the room posted in a conspicuous place on an approved sign near the main exit from the room the CFC § 1004.3, as adopted by the MPMC.

75. Any fire sprinkler system installation or modification requires a separate plan check submittal and approval. Work cannot commence until a fire permit is obtained. Inspection of the rough piping must be performed before being concealed. Ceiling tiles and/or dry wall must not be installed unless approved by the Fire Inspector per the CFC § 901.2, as adopted by the MPMC.

76. Any fire alarm and/or fire sprinkler system monitoring installation or modification requires a separate plan check submittal and approval by the Fire Chief, or designee. Work cannot commence until a fire permit is obtained. Inspection of the system shall be performed and subject to acceptance tests before operation per the CFC § 907.1.1, as adopted by the MPMC.

77. Other fire protection systems and appurtenances (e.g., commercial cooking operations for hood fire suppression, underground fire line, standby power systems, FM-200) installation or modification requires a separate plan check submittal and approval. Inspection of the system must be performed and subject to acceptance tests before operation per the CFC § 904.1, as adopted by the MPMC.

78. A two-way, approved Fire Department communication system must be provided for Fire Department use. It must operate between the main control room and elevators, elevator lobbies, emergency and standby power rooms and at entries into enclosed stairways per the CFC §§ 907.2.13.2 and 914.3.4, as adopted by the MPMC.

79. Emergency responder radio coverage must be provided per the CFC § 510.1 and MPMC § 17.02.110.

80. Provide a minimum of one standpipe system for use during construction. Such standpipe must be installed when the progress of construction is not more than 40 feet in height above the lowest level of fire department access per the CFC § 1413, as adopted by the MPMC.

81. Provide a parking space clearly labeled and reserved for “Fire Vehicles” on the ground floor. This parking space must be located within close proximity of the commercial area. The location of the parking space is subject to the approval of the Fire Chief.

82. Contractor’s statement of compliance. Before requesting final approval of the installation of fire protection systems and appurtenances, the installing contractor must furnish a written statement to the Fire Inspector that the subject fire protection system was installed in accordance with approved plans and has been tested in accordance with the manufacturer’s specifications and the appropriate installation standard. Any deviations from the design standard must be noted and copies of the approvals for such deviations must be attached to the written statement per CFC § 901.2.1, as adopted by the MPMC.

83. The owner of the protected premises will be responsible for all annual inspection, testing, and maintenance for all fire protection systems and their appurtenances within the protected premises in accordance to their referenced national standards and submit said reports annually to the Fire Chief, or designee, one year after commissioning of each system. The Fire Chief, or designee, will review the annual reports that will be subject to a fee for review and inspections as deemed required by the Fire Chief per CFC § 901.1.1, as adopted by the MPMC.

84. An on-site Fire Inspector may be required for this project at no expense to the jurisdiction for the duration of the project construction as determined by the Fire Chief, or designee. The on-site inspector must be approved by the Fire Chief, or designee.

85. A building code and egress analysis report of the applicable portions of the California Fire and Building code must be prepared by a qualified and licensed professional. The report will bear the stamp of a registered design professional to analyze the fire safety properties of the design, operation, or use of the building or premise and the facilities and appurtenances for review by the fire code official without charge to the jurisdiction per the CFC § 104.7.2, as adopted by the MPMC.

86. If “As-built” plans are required, additional fees will be due for the review of the drawings.

Public Works Department Conditions

87. All onsite utilities including, without limitation, water, electricity, gas, sewer and storm drains, must be installed underground.
88. All public works improvements must comply with the standards and specifications of the City and to the satisfaction of the City Engineer. All public improvements must be completed and accepted by the City before final inspection approval.
89. Before the City issues a Certificate of Occupancy, all damaged or off-grade curb, sidewalk and pavement must be removed and replaced as required by the Public Works Director, or designee.
90. The applicant must secure any required encroachment permits from the Public Works Director, or designee, before commencing any work in the public right-of-way.
91. The project must comply with the latest National Pollution Discharge Elimination System (NPDES) requirements and provide Best Management Practices (BMPs) for sediment control, construction material control and erosion control.
92. Before the City issues a building permit, the location and sizes of all proposed water meters must be approved by the City.
93. Before the City issues a building permit, the applicant must clean and inspect (via remote TV camera) the project sewer main. If found impaired, the applicant is responsible for the replacement of the sewer main.
94. A registered civil engineer must provide storm (hydrologic and hydraulic) calculations for appropriate storm drain facilities to control on-site drainage and mitigate off-site impacts, as follows, subject to review and approval from the Public Works Director, or designee:
 - a. The design must follow the criteria contained in both the Los Angeles County Department of Public Works Hydrology Manual and Standard Urban Storm Water Mitigation Plan or most recent editions. Flows must remain in their historical drainage pattern so as not to impact neighboring properties.
 - b. New development must not increase the rate of flow (cubic feet per second) or velocity (feet per second) of site run-off water to any off-site drainage areas beyond the measured or calculated pre-project rate and velocity.
95. Construction related parking must be provided on-site.

96. All record drawings (as-built drawings) and supporting documentation must be submitted to the Public Works Director, or designee, before scheduling the project's final inspection.

Police Department Conditions

97. Before the City issues a building permit, the applicant must submit a photometric light study to the Police Chief, or designee, for review and approval. A site plan must be provided showing buildings, parking areas, walkways, and the point-by-point photometric calculation of the required light levels. Foot candles must be measured on a horizontal plane and conform to a uniformity ratio of 4:1 average/minimum. The photometric study must be point-by-point and include the light loss factor (.7). Lighting levels must be adjusted to meet the minimum foot candle requirements within each area of the site. All interior or exterior corridors, passageways and pedestrian walkways and open parking lot must be illuminated at all times with a minimum maintained one foot-candle of light on the walking surface.

98. A schematic plan of the security camera system must be submitted and approved by the Police Chief, or designee, before the City issues a building permit, and must be included as a page in the stamped approved set of plans.

99. Lighting devices must be enclosed and protected by weather and vandal resistant covers.

100. Stairways must be illuminated with a minimum maintained one foot-candle of light on all landings and stair treads at all times.

101. Recessed areas of building or fences, which have a minimum depth of two feet, a minimum height of five feet, and do not exceed six feet in width and are capable of human concealment, must be illuminated with a minimum maintained 0.25 foot-candles of light at ground level during the hours of darkness. This requirement applies to defined recessed areas which are within six feet of the edge of a designated walking surface with an unobstructed pathway to it, not hindered by walls or hedge row landscaping a minimum of two feet in height.

102. All types of exterior doors must be illuminated during the hours of darkness, with a minimum maintained one foot-candle of light measured within a five-foot radius on each side of the door at ground level. The light source must be controlled by a photocell device or a time-clock with an astronomic clock feature and capable of operating during a power outage.

103. The addressing, open parking lot and trash dumpster must be illuminated with a maintained minimum of one foot-candle of light on the ground surface during hours of darkness.

104. Street addressing must be a minimum of 6 inches high and must be visible from the street or driving surface, of contrasting color to the background and illuminated during hours of darkness. Addressing must also be shown on plan elevations.

105. All landscaping must be low profile around perimeter fencing, windows, doors and entryways so as not to limit visibility or provide climbing access. Dense bushes cannot be clumped together in a manner that provides easy concealment.

106. Stairwell doors exiting onto the street must have a minimum 100-square inch vision panel, with a minimum five inch width, to provide visibility into the area being entered. Vision panels must meet the requirements of the California Building Code, as adopted by the MPMC. Vision panels must preclude manipulation of the interior locking device from the exterior.

107. Interior stairwell doors must have glazing panels a minimum of five inches wide and 20 inches in height and meet the requirements of the California Building Code, as adopted by the MPMC. Residential unit exterior doors must have a deadbolt lock, a secondary security latch and a wide angle (190-200 degree) door viewer, not to be mounted more than 58 inches from the bottom of the door.

108. Exterior mounted ladders are prohibited except: (1) ladders with a minimum 1/8 inch thick steel plate, securely attached to the ladders edge on each side, and extending to within two inches of the wall for a height of ten feet above ground level. A door and cover must be securely attached to the front of the ladder, and be constructed of minimum 1/8-inch steel, extending from ground level to at least ten feet high. The ladder must have non-removable hinge pins and be locked securely against the side wall by a locking mechanism with a minimum five pin tumbler operation; or (2) the bottom of the ladder must begin ten feet above the ground surface.

109. All pool entrances must be posted with "No Trespassing" signs.

110. Any pool restroom and shower doors must have access control as reviewed and approved by the Police Chief, or designee.

111. Exterior gates leading to the pool must be secured by electronic access control.

112. When a specific project option is selected, the Police Department may require the applicant to comply with more specific requirements as they pertain to: doors/hardware, windows, mailboxes, lighting, landscaping, addressing, stairwells, trash dumpsters, parking, other possible requirements they may pertain to a specific assisted living facility layout (access controls).

1. The property owner must hire and private security for the entire complex. The private security company must be properly licensed and meet all the criteria and legal obligations to operate a private security company. There must be a minimum of two security guards on the premises at all times. The Chief of Police has the

authority to increase or decrease the number of security guards as the situation calls for.

2. All major common areas of the locations, including all parking areas, must be covered by security video cameras. All security cameras must operate 24-hours a day, seven days a week. All cameras must record onto a recording medium and all recordings must be maintained in a secure and locked enclosure. Security video cameras must be installed at all the entrance/exits and must be positioned to capture the faces of people entering and exiting. All recordings must be maintained for a minimum of 30 days. All recordings must be made readily available for any law enforcement official who requests the recording(s) for official purposes. If the Chief of Police determines that additional security cameras are required, the management must comply with the direction within 7 days. Also, access to all security video cameras must be made available to the Police Department, via the internet, by providing the IP address for all cameras. The Chief of Police can also require a change in the position of the video cameras if it is determined that the position of the camera does not meet security needs. The management must comply with the request within 7 days. A comprehensive security plan must be submitted to the Police Department for final review and approval before the project opening.
3. Property management will work with the Police Department to identify a designated area on the property where emergency vehicles may park within close proximity of the commercial areas when responding for calls for service at the location. This area can be designated at a later time but must be subject to the approval of the Chief of Police.
4. Any gate code/key must be provided to the Police Department so that access can be made in case of emergencies.
5. Access to the roof of the building structures will be locked and secured. Access to the roof will be restricted to maintenance personnel, building management, or other authorized personnel.
6. All businesses in the complex are encouraged to join and participate in the Monterey Park Police Department's Business Watch Program; a fee service designed to educate businesses about minimizing criminal activity. The Community Relations Bureau can be contacted at (626) 307-1215

Construction Conditions

113. Before any construction occurs the perimeter of the property must be fenced with a minimum 6-foot high fence. The fence must be covered with a material approved by the Director to prevent dust from leaving the site.

114. Public sidewalks must remain open at all times or provisions made to provide temporary sidewalks during construction to the approval of the Director or designee.

115. All haul trucks hauling soil, sand, and other loose materials must either be covered or maintain two feet of freeboard. Proposed haul route to be submitted for review and approval by the Director or designee.

116. NOx emissions during construction must be reduced by limiting the operation of heavy-duty construction equipment to no more than five pieces of equipment at any one time.

117. Staging of construction vehicles and vehicle entry and egress to the site must be approved by the Public Works Director, or designee. Temporary construction driveways must be approved by the Public Works Director, or designee. Temporary construction driveways must be removed before the City issues a certificate of occupancy.

118. Construction vehicles cannot use any route except the City's designated Truck Routes.

119. The applicant must develop and implement a construction management plan, as approved by the Public Works Director, or designee, which includes the following measures recommended by the AQMD:

- a. Configure construction parking to minimize traffic interference.
- b. Provide temporary traffic controls during all phases of construction activities to maintain traffic flow (e.g., flag person).
- c. Re-route construction trucks away from congested streets.
- d. Maintain equipment and vehicles engines in good condition and in proper tune as per manufacturer's specifications and per AQMD rules, to minimize dust emissions.
- e. Suspend use of all construction equipment during second stage smog alerts.
- f. Use electricity from temporary power poles rather than temporary diesel or gasoline-powered generators.
- g. Diesel-powered equipment such as booster pumps or generators should be replaced by electric equipment, if feasible.
- h. Catalytic converters must be installed, if feasible.
- i. Equipment must be equipped with two-to-four-degree engine time retard or pre-combustion chamber engines.
- j. Use methanol or natural gas powered mobile equipment and pile drivers instead of diesel if readily available at competitive prices.
- k. Use propane or butane powered on-site mobile equipment instead of gasoline if readily available at competitive prices.

120. During construction and operations, all waste must be disposed in accordance with all applicable laws and regulations. Toxic wastes must be discarded at a licensed, regulated disposal site by a licensed waste hauler.

121. All leaks, drips and spills occurring during construction must be cleaned up promptly and in compliance with all applicable laws and regulations to prevent contaminated soil on paved surfaces that can be washed away into the storm drains.

122. If materials spills occur, they must be cleaned up in a way that will not affect the storm drain system.

123. The project must comply with the MPMC storm water and urban pollution controls.

124. Before anticipated rainfall, construction dumpsters must be covered with tarps or plastic sheeting.

125. Inspections of the project site before and after storm events must be conducted to determine whether Best Management Practices have been implemented to reduce pollutant loadings identified in the Storm Water Pollution Prevention Plan.

126. The owner or contractor must conduct daily street sweeping on the surrounding streets and haul route and truck wheel cleaning to prevent dirt in the storm drain system.

127. Storm drain system must be safeguarded at all times during construction.

128. All diesel equipment must be operated with closed engine doors and must be equipped with factory-recommended mufflers.

129. Electrical power must be used to run air compressors and similar power tools.

130. The applicant must provide a telephone number for local residents to call to submit complaints associated with the construction noise. The number must be posted on the project site and must be easily viewed from adjacent public areas.

131. During construction, the contractor must store and maintain equipment as far as possible from adjacent residential property locations northwest of the site.

132. Construction related noise is restricted to the hours of 7:00 a.m. to 6:00 p.m. Monday through Saturday, and prohibited at anytime on Sunday or a Federal holiday.

Impact Fee Conditions

133. The developer/owner is responsible for ascertaining and paying all City development fees such as, without limitation, sewer deficiency fees, water meter fees and metered water service impact fees as required by the MPMC. This condition also serves as notice pursuant to Government Code § 66020(d) that the City of Monterey Park is imposing impact fees ("DIFs") upon the project in accordance with the Mitigation Fee Act (Government Code § 66000, et seq.) and the MPMC. The applicant is informed that it may protest DIFs in accordance with Government Code § 66020.

Development Plan Conditions

134. The Final Development Plan expires five years after approval, unless before the expiration date, substantial physical construction was completed on the Development Plan or a Time Extension has been applied for by the Permittee. The decision maker with jurisdiction over the project may, upon good cause shown, grant a time extension for one year.

135. If the Permittee requests a Time Extension, the project may be revised to include updated language to standard conditions and/or may include revised/additional conditions which reflect changed circumstances or additional identified project impacts. The Permittee is required to pay all applicable fees in effect at the time the City issues a building permit or certificate of occupancy, as applicable.

136. City will not issue any development permit, including for grading, except in conformance with an approved Final Development Plan. The size, shape, arrangement, use, and location of buildings, walkways, parking areas, drainage facilities, and landscaped areas must be developed in substantial conformity with the approved development plan marked City Council Hearing dated October 6, 2021. Substantial conformity must be determined by the Director.

137. On the date a subsequent Preliminary or Final Development Plan is approved for this site, any previously approved, but unbuilt, plans become null and void.

138. Revised plans and building elevations incorporating all conditions of approval for this project must be coordinated and submitted to the Director as one package in accordance with plan check requirements. All plans, including site, grading, landscape, irrigation, mechanical, and street improvement plans must be reviewed for condition compliance before issuance of any permits such as grading, building, or encroachment permits. Any change to the size, colors, construction materials, design, or location of any structure onsite, or other site or landscape improvements, except to the extent such changes are deemed in substantial conformity, must not be made without approval by the Director.

Miscellaneous

139. All plans submitted with a request for a building, and/or grading permit must include all applicable conditions of project approval.

140. Before approval of the first grading permit and/or building permit, the Permittee must pay all applicable City of Monterey Park permit processing fees in full. Before the start of any work on-site, the Permittee must request and attend a preconstruction meeting that includes monitor(s), project superintendent, architect, subcontractors, as well as City representatives.

141. Any temporary building, trailer, commercial coach, etc. installed or used in connection with construction of this project must comply with the requirements of the MPMC.

142. All trees planted or preserved in accordance with this approval must be maintained according to the latest adopted American National Standard Institute (ANSI) guidelines for tree care, generally referred to as ANSI A300 (various parts), and the companion publications "Best Management Practices" published by the International Society of Arboriculture (ISA). Any pruning of trees, other than light pruning of no more than 25 percent (25%) of the foliage within any one growing season, requires review and approval of the City of Monterey Park before commencement of the work.

143. The Permittee is responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements herein in the MPMC, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City.

144. The Permittee is responsible for the completeness and accuracy of all forms and supporting materials submitted in connection with any application. Any errors or discrepancies found therein may constitute grounds for the revocation of any approvals.

ATTACHMENT 2

Architectural Plans

CELADON MONTEREY PARK BUILDING AND ELEVATION DESIGN

The building design and material selection is planned in a way to allow for an exciting multi-level experience with the use of interlocking forms.

The overall project has a feeling of continuity since the limited number of exterior materials, interconnect in a way to tie the lower floors with the upper floors. The palette is made up of three major materials: stucco, brick, and a wood-print metal siding. The wood-print metal siding was originally intended to be real-wood, however; durability and maintenance issues called for a re-thinking of the siding.



The materials used on the lower levels of the building are durable and darker in tone. The storefronts are a dark bronze color and most of the lower levels are clad in a Manganese Ironspot brick veneer. The metal canopies will be painted with a high-performance paint to match the dark storefronts.

The gray color brick finish is reminiscent of traditional Asian architecture with a clean Southern California aesthetic.

Multiple living units have floor to ceiling glass facades to exploit the maximum amount of daylighting and views around Monterey Park.

The storefronts are framed in a wood surround, which is a soft, natural accent at the pedestrian levels. The store entrances are also provided with metal framed canopies and integral lighting for a modern rustic feel.



Rising above the multi-level central plaza experience is a large canopy. The canopy provides a sense of protection and is constructed with similar materials to the building and fits with the overall aesthetic.



Large green walls are also designed into the facades and play an important role as part of the overall landscape design and as project identification. The landscape plays a major role in creating a comfortable and calming experience for the visitors, in a busy urban environment. The planting will also become an integral part of the façade design, as it drapes over the planter edges and onto the brick facing.

The combination of building massing, material selection, easy access to upper levels and operable panels will create a quintessential Southern California experience for visitors and residents alike. This design is intended to address the goals for providing high design quality in all new commercial developments as outlined in the Monterey Park Land Use and Urban Design Element.



City Council Staff Report

DATE: October 20, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3D

TO: The Honorable Mayor and City Council
FROM: Joseph Torres, Economic Development Manager
SUBJECT: Public hearing for consideration of a resolution of the City Council of the City of Monterey Park, California confirming the 2021 Annual Report and the levy of assessments for Downtown Business Improvement District No. 1 for program year 2022.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing the 2018 Annual Report with the City Clerk;
2. Adopting the Resolution of Intent and set the Public Hearing for November 17, 2021, for consideration of the 2022 BID assessments and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Business Improvement District No. 1 (BID) was established in 1986 in accordance with the Parking and Business Improvement Area Law of 1989 (Streets and Highways Code §§ 36000-36004). The BID in the following discussion is business-based, meaning that an assessment is collected from businesses based upon fees rather than real property.

California law requires the BID to file an annual report with the City Clerk summarizing its activities and expenditures for the past year and proposing its budget for the upcoming year. The law also requires the BID assessments to be renewed annually after conducting a public hearing. The Advisory Committee to the BID requested that the City Council set a public hearing to consider the 2022 Levy of Assessment Fees. The BID Advisory Committee is not seeking an increase in assessments for the 2022 program year to help the businesses in the BID weather the financial burdens brought on by the COVID-19 pandemic.

Annual revenue and expenditures may be found within the 2021 Annual Report attached as Attachment 1 or at the City Clerk's office where it is available for viewing.

BACKGROUND:

The BIDAC is the advisory board to the City Council, entrusted with providing it with feedback on the needs of the businesses within the BID. In addition, it is responsible for providing an annual report to the City Council. The BID was originally managed by an independent business association but was later replaced by the City Council with a City committee consisting of business owners within the assessed area.

In accordance with BID law, the BIDAC is submitting its 2021 Annual Report for Business Improvement District No. 1 that identifies activities and expenditures during the 2021 Program Year and describes the proposed programs and budget for the upcoming 2022 Program year.

On October 7, 2021, the BIDAC conducted its annual members meeting. The meeting was held electronically via zoom during the afternoon. Notices in English, Chinese, and Spanish were sent to all BID merchants inviting them to attend the meeting and express their concerns or idea for programming and budgeting. The purpose of the meeting was to review the Annual Report and receive feedback on the 2021 expenditures and the proposed 2022 budget and assessment fee schedule.

The significant expenditure in 2021 was the installation of Holiday decorations for Garvey Avenue and janitorial services for the downtown area. In addition, new janitorial services were contracted to provide street maintenance at a cost savings of 64% year-over-year. Up until 2021, the BID had experienced several years of expenditures exceeding the annual revenue, mainly due to the escalating costs of janitorial services provided by Chrysalis Enterprises. In December 2020, the City took steps to reduce BID expenditures by terminating the Chrysalis maintenance contract. The City then added the BID street maintenance services to the City's existing contract with Valley Maintenance Corporation effective December 1, 2020, through December 31, 2021, providing the BID area with janitorial services four days a week at a significant cost reduction of 64% year-over-year. In 2021, the BID has received approximately \$66,836.60 in assessments and expects not to exceed its annual revenue with expenditures at \$47,285.00.

The BIDAC is proposing its 2022 BID programs and budget. The proposed 2022 Budget is included in the 2021 Annual Report.

A number of goals for the upcoming 2022 BID Program include, without limitation:

- Continue to work with the Downtown Garvey - Garfield businesses on ways they can assist in keeping the area attractive.
- Continue Valley Maintenance Corporation janitorial services at a reduced cost for the BID area.
- Install holiday decorations along Garvey Avenue, then remove and place in storage.

- Work with the City to provide workshops and other business assistance activities for businesses in the BID area.
- Support city projects that benefit the BID area such as discussions on the need for assisting businesses in the downtown area post-pandemic, signage, and maintenance.

2021 Annual Report, Exhibit D, reflects the fee schedule recommended by the BIDAC and is the amount needed to bring annual revenue to a level that covers annual expenditures.

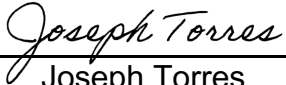
After receiving the BID's annual report, the Council should consider and adopt the attached Resolution of Intent. The Resolution designates November 17, 2021 as the date for a Public Hearing on the levy of the proposed 2022 BID assessment fees and budget. The annual report was available for review at the City Clerk's counter since October 11, 2021.

Once the Public Hearing date is set, a copy of the Resolution and the Annual Report notice will be mailed to all businesses and property owners in the BID and a notice of the public hearing will be published in the local newspaper.

FISCAL IMPACT:

All costs related to Business Improvement District No. 1 come from the BID assessments and not the general fund.

Respectfully submitted by:



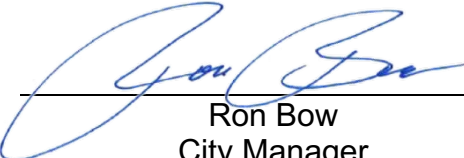
Joseph Torres
Economic Development Manager

Prepared by:



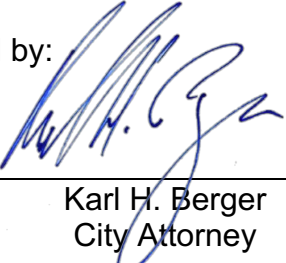
Karen Ko
Economic Development Specialist

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT:

1. Resolution of Intent to Set a Public Hearing
2. 2021 Annual Report

ATTACHMENT 1

Resolution of Intent to Set a Public Hearing

RESOLUTION NO. _____

**A RESOLUTION DECLARING THE CITY OF MONTEREY PARK'S INTENT TO
LEVY AND COLLECT ASSESSMENTS WITHIN BUSINESS IMPROVEMENT
DISTRICT NO. 1 FOR PROGRAM YEAR 2022 AND SETTING A PUBLIC
HEARING.**

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

SECTION 1: The City Council finds as follows:

- A. Cities are authorized under the Property and Business Improvement District Law of 1994 (Streets & Highways Code §§ 36600, *et seq.*) to establish business improvement districts ("BID") within their jurisdictions for the purpose of funding certain services;
- B. Business Improvement Area No. 1 was established by Ordinance No. 1604 on October 10, 1983, and modified by Ordinance No. 1656 on March 10, 1986;
- C. As required by applicable law, the City prepared an Annual Report for Program Year 2021 for Business Improvement Area No. 1 ("Report") and submitted it to the City Council; and
- D. Based upon the Report, the City Council proposes to levy assessments for Business Improvement Area No. 1 for Program Years 2021 and 2022 as calculated in the Report which is incorporated by reference. A true and correct copy of the Report is available for public review in the City Clerk's office.

SECTION 2: This Resolution constitutes the City Council's notice pursuant to Streets and Highways Code § 36523.5 that it will consider not increasing assessments for the 2021 or 2022 Program Years for Business Improvement Area No. 1 at a meeting and public hearing held on November 17, 2021, at 6:30 p.m. or as soon thereafter as this matter may be heard, City Hall, Council Chambers, 320 West Newmark Avenue, Monterey Park, CA 91754. The assessments will not increase for the 2021 or 2022 Program Years to help BID businesses weather the financial burden brought on by the COVID-19 pandemic. During the public hearing, the City Council will consider all testimonial and documentary evidence for or against the levy of the proposed assessments for Business Improvement Area No. 1 for Program Years 2021 and 2022. Protests may be made orally or in writing. All written documents must be filed with the City Clerk at or before the time fixed for the hearing and contain sufficient documentation to verify business ownership and validate the protest. The form and manner of protests must comply with Streets and Highways Code §§ 36524 and 36525.

SECTION 3: If approved, the assessments would fund specific programs including, without limitation:

- A. Projects for the promotion of business in Monterey Park's Downtown BID area;
- B. Continuing to work with the city to meet the needs of businesses;
- C. Continued janitorial services to the BID area; and
- D. Work with the merchants to create a more visitor friendly atmosphere.

SECTION 4: It is proposed that the BID collect an annual assessment of approximately \$75,000 for a period of 12 months. The 2021 and 2022 fees will not increase for the 2022 annual year to help BID businesses recover from the financial burden brought on by the COVID-19 pandemic. The following formula is used to calculate the assessment for each property owner within the BID:

SECTION 5: The City Council intends to adopt the following Fee Schedule for the 2021 (retroactively) and 2022 Program Years:

2022 New BID Fee Schedule

Business Type	Fee	Employee/Seat	Formula
Retail	\$105.17	\$13.52	
Service (Includes Financial)	\$105.17	\$13.52	
Restaurant			
Without ABC	\$105.17	\$ 6.57	(1)
With ABC	\$105.17	\$ 7.87	(2)
Professional (inc. Insurance)	\$105.17	\$13.52	
Theater	\$105.17		
Wholesale	\$105.17		
Manufacturing	\$105.17		
Contractor	\$105.17		
Commercial Rental	\$23.00 + .006574 sq. ft.		(3)
Residential Rental	\$23.00		(4)
Hotel	\$23.00 per unit		
Laundromat	\$105.17		
Street Vendors	\$105.17		

(1) 20 seats or less, no seat assessment fees. Over 20 seats, \$6.57 per seat starting with Seat 21. E.g., for 50 seats, total charge is \$105.17 (base fee) + \$197.10 (30 seats x \$6.57) = \$302.27.

(2) 20 seats or less, no seat assessment fees. Over 20 seats, \$7.87 per seat starting with Seat 21. E.g., for 50 seats, total charge is \$105.17 (base fee) + \$236.10 (30 seats x \$7.87) = \$341.27.

(3) Base fee is \$23.00 per unit. For every additional sq. ft. over 2,000; multiply excess by \$.006574. E.g., 2,500 sq. ft., total charge is \$23.00 + \$3.29 (500 sq. ft. x \$0.006574) = \$26.29 (calculations are rounded up).

(4) If a business owns 1-3 units, there is no charge. If a business owns more than 3 units, it pays \$23.00 per unit in excess of 3 units. E.g., a business owns 5 units and it pays \$23.00 x 2 (5 units – 3 units) = \$46.00.

SECTION 6: Retroactivity. The City Council recognizes that California law including, without limitation, *Melton v. City of San Pablo* (1967) 252 Cal.App.2d 794 and *In re Cindy B. v. Eugene B.* (1987) 192 Cal.App.3d 771, allows legislation to be retroactively applied when the legislative intent for such retroactivity is clear. The City Council intends this Resolution to be retroactively effective on November 1, 2020 as to the 2021 Program Year.

SECTION 7: Supersession. This Resolution supersedes all previous resolutions related to claims and settlements. It will remain effective until superseded by a subsequent resolution.

SECTION 8: 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 9: The City Clerk is directed to mail a copy of this Resolution to any person requesting a copy.

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

PASSED AND ADOPTED this 20th day of October 2021.

Yvonne Yiu,
Mayor

ATTEST:

Vincent D. Chang,
City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

ATTACHMENT 2

2021 Annual Report

BUSINESS IMPROVEMENT DISTRICT NO. 1

2021 ANNUAL REPORT



JANUARY 2021 - DECEMBER 2021

DOWNTOWN MONTEREY PARK GARVEY - GARFIELD



VISION STATEMENT

The Downtown Business Improvement District No. 1 (BID) was established to improve and preserve the business community in the “heart” of the city.

The Downtown area of the city is an important destination point for the business community and residents of Monterey Park. Through continued efforts in organization, beautification, promotion and revitalization, the city leaders and its business community will work together to preserve and improve the quality of life for future generations.

BOARD MEMBERS

Gene Jeng
Jessy Li

Josephine Louie
Elizabeth Yang

One Vacancy

OVERVIEW

The Business Improvement District Advisory Board (BIDAC) meets quarterly and during special meetings to discuss issues of concern to businesses located within the BID area. Programs addressing cleanliness, promotions, and marketing are all reflected in the budget for the BID. In addition to the issues discussed, the Board also researches and plans innovative ways of promoting businesses and endeavors to maintain the goals and budget set forth in the Annual Report.

HISTORY

The Monterey Park Business Improvement District No. 1, (BID) encompasses the area extending along Garvey Avenue from Ramona Avenue to Nicholson Avenue, and on Garfield Avenue from south of Newmark Avenue to Emerson Avenue (refer to Exhibit A). The Monterey Park City Council established the BID in 1986 at the request of local businesses in the area and the Downtown Merchants Association (DMA), pursuant to the California Streets and Highway Code Section 36500 et seq.

The primary responsibility of the BIDAC is to make recommendations to the City Council on the methods and ways by which revenues, derived from the annual assessment, may be used for the betterment of the BID businesses and the BID area.

The BIDAC is composed of five (5) members appointed by the City Council for one year and may serve for up to eight (8) years if reinstated by a Council member. Each City Council member appoints one Committee member. The BIDAC meets quarterly and as needed and hosts an annual meeting of the BID members-at-large at the end of the year prior to the next year's assessments.

ACCOMPLISHMENTS

This section of the of the Annual Report reflects the activities during 2020 for the promotion or enhancement of the BID area and its businesses.

Holiday Promotion

Holiday decorations will be installed and displayed along Garvey Avenue and the medians to provide a bright seasonal atmosphere for shoppers in the downtown BID. The Business Improvement District Advisory Committee is seeking cost estimates on possible additional Holiday decorations installed and displayed along Garfield Avenue.

Janitorial Services

Chrysalis Enterprises continued to perform janitorial services for the BID area until their contract was terminated on November 31, 2020, to offset growing cost. Effective December 1, 2020, through December 31, 2021, the BID janitorial services was added to the City's contract with Valley Maintenance Corporation, providing the BID area with janitorial services four days a week at a significant cost savings of 64% year-over-year.

BUDGET

2021 Program Year

The Annual Report contains a budget for the BID for the period of January 1, 2021 – December 31, 2021, tied to programs and activities scheduled during the calendar year.

The City received approximately \$66,836.60 in revenue from the BID for calendar year 2021. Exhibit “B” reflects the estimated expenditures for calendar year 2021; and Exhibit “C” reflects the BID’s Annual Program Budget for calendar year 2022.

GOALS for 2022

This section of the Annual Report shows the programs or activities intended for 2022.

- Continue to work with the Downtown Garvey - Garfield businesses on ways they can assist in keeping the area attractive.
- Continue Valley Maintenance Corporation janitorial services at a reduced cost for the BID area.
- Install holiday decorations along Garvey Avenue, then remove and place in storage.
- Work with the City to provide workshops and other business assistance activities for businesses in the BID area.
- Support city projects that benefit the BID area such as discussions on the need for assisting businesses in the downtown area post-pandemic, signage, and maintenance.

2020, 2019, 2018 Program Years

While developing the 2021 Annual Report, it was brought to staff’s attention that there is a possibility the annual budgets for the 2020, 2019, and 2018 Program Years may not have had approval from Council due to a combination of staff turnovers and the unprecedented demands, disruptions, and priorities brought on by the COVID-19 pandemic. Therefore, as an over-abundance of caution, we are including the 2020, 2019, and 2018 Annual Budgets in this report as additional Exhibits for Council’s retroactive approval.

Exhibits:

- A: BID Area Map
- B: 2021 Expenditures
- C: 2022 Estimated Budget
- D: 2022 New BID Fee Schedule
- E: 2020 Expenditures
- F: 2021 Estimated Budget
- G: 2021 BID Fee Schedule
- H: 2019 Estimated Expenditures
- I: 2020 Estimated Budget
- J: 2020 BID Fee Schedule
- K: 2018 Estimated Expenditures
- L: 2019 Estimated Budget
- M: 2019 BID Fee Schedule

EXHIBIT "A"

BUSINESS IMPROVEMENT DISTRICT NO. 1 (BID) AREA MAP

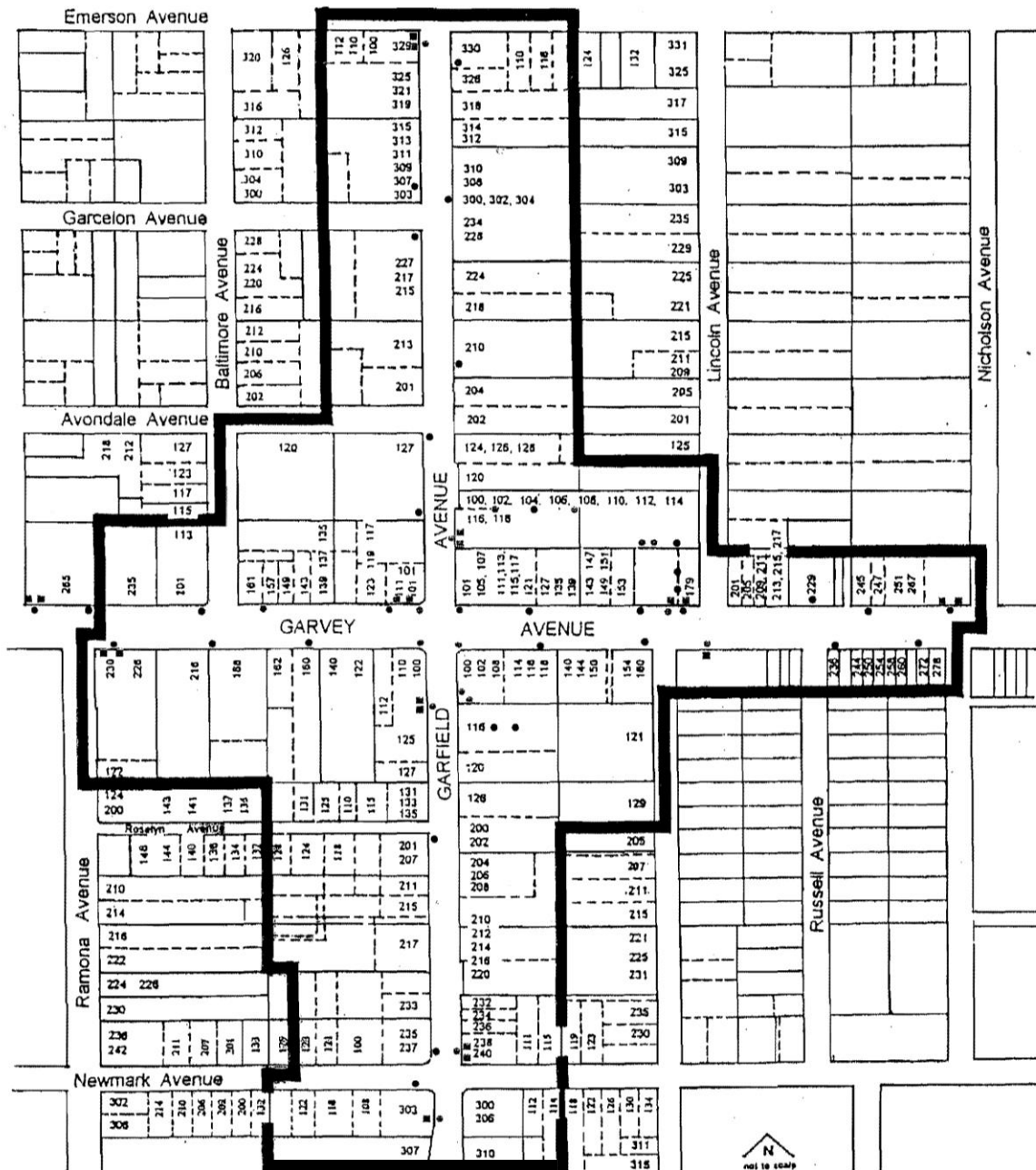


EXHIBIT "B"

Business Improvement District No. 1

2021 Expenditures

Budget Item		Description		2020 Expenditures
Administration		Postage		\$ 300.00
		Business Cards		\$225.00
		Translation Services		\$600.00
		Office Supplies		\$300.00
Holiday Decoration		Holiday lighting - electrical cost		\$600.00
		Holiday light storage & installation		\$14,860.00
Trash Receptacles		Liners		\$200.00
Landscaping		Additional planting supplies		\$1,000.00
Custodial Contract		Maintenance of the BID area		\$21,840.00
		Pressure Washing		\$7,360.00

TOTAL: \$47,285.00

**Actual Revenues for
2021:**

\$66,836.60

**Reserves as of
9/29/2021**

\$136,579.76

EXHIBIT “C”

Business Improvement District No. 1 - 2022 Estimated Budget			
Budget Item		Description	2022 Estimated Budget
Administration		Postage	\$600.00
		Business Cards	\$225.00
		Translation Services	\$1,200.00
		Office Supplies	\$300.00
Street Banners		20 Large Banners 30" x 96"	\$3,380.00
		34 Small Banners	\$3,740.00
		1 Across the Street Banner	\$1,400.00
		Single & Double Brackets	\$6,912.00
Holiday Decoration		Holiday light bulb replacement	\$500.00
		Edison	\$625.00
		Holiday light storage & installation	\$14,860.00
Trash Receptacles		Additional liners & lids	\$200.00
Landscaping		Additional planting supplies	\$1,000.00
Custodial Contract		Maintenance of the BID area	\$21,840.00
		Pressure Washing	\$7,360.00
		TOTAL:	\$64,142.00
Estimated Revenues for 2022:		\$75,000.00	
Reserves as of 9/29/2021		\$136,579.76	

EXHIBIT “D”

2022 New BID Fee Schedule

Business Type	Fee	Employee/Seat	Formula
Retail	\$105.17	\$13.52	
Service (Includes Financial)	\$105.17	\$13.52	
Restaurant			
Without ABC	\$105.17	\$ 6.57	(1)
With ABC	\$105.17	\$ 7.87	(2)
Professional (inc. Insurance)	\$105.17	\$13.52	
Theater	\$105.17		
Wholesale	\$105.17		
Manufacturing	\$105.17		
Contractor	\$105.17		
Commercial Rental	\$23.00 + .006574 sq. ft.		(3)
Residential Rental	\$23.00		(4)
Hotel	\$23.00 per unit		
Laundromat	\$105.17		
Street Vendors	\$105.17		

(1) 20 seats or less, no seat assessment fees. Over 20 seats, \$6.57 per seat starting with Seat 21. Eg. For 50 seats, total charge is \$105.17 (base fee) + \$197.10 (30 seats x \$6.57) = \$302.27.

(2) 20 seats or less, no seat assessment fees. Over 20 seats, \$7.87 per seat starting with Seat 21. Eg. For 50 seats, total charge is \$105.17 (base fee) + \$236.10 (30 seats x \$7.87) = \$341.27.

(3) Base fee is \$23.00 per unit. For every additional sq. ft. over 2,000; multiply excess by \$.006574. Eg. 2,500 sq. ft., total charge is \$23.00 + \$3.29 (500 sq. ft. x \$0.006574) = \$26.29 (calculations are rounded up)

(4) If you own 1-3 units, there is no charge. If you own more than 3 units, you pay \$23.00 per unit in excess of 3 units. Eg. You own 5 units. You pay \$23.00 x 2 (5 units – 3 units) = \$46.00

EXHIBIT "E"

Business Improvement District No. 1

2020 Expenditures

Budget Item		Description		2020 Expenditures
Administration		Postage		\$ 300.00
		Business Cards		\$120.00
		Translation Services		\$600.00
		Office Supplies		\$300.00
Holiday Decoration		Holiday lighting - electrical cost		\$600.00
		Holiday light storage & installation		\$5,577.00
Trash Receptacles		Liners		\$200.00
Landscaping		Additional planting supplies		\$1000.00
Custodial Contract		Maintenance of the BID area		\$ 73,000.00

TOTAL: \$81,697.00

Actual Revenues for 2020: \$44,367.38

Reserves as of 12/31/2020 \$127,735

EXHIBIT "F"

Business Improvement District No. 1 - 2021 Estimated Budget			
Budget Item		Description	2021 Estimated Budget
Administration		Postage	\$600.00
		Business Cards	\$60.00
		Translation Services	\$1,200.00
		Office Supplies	\$300.00
Holiday Decoration		Holiday light bulb replacement	\$500.00
		Edison	\$625.00
		Holiday light storage & installation	\$5,577.00
Trash Receptacles		Additional liners & lids	\$200.00
Landscaping		Additional planting supplies	\$1,000.00
Custodial Contract		Maintenance of the BID area	\$21,840.00
		Pressure Washing	\$7,360.00
		TOTAL:	\$39,262.00
Estimated Revenues for 2021:		\$74,000.00	
Reserves as of 12/31/2020		\$109,703	

EXHIBIT “G”

2021 BID Fee Schedule

Business Type	Fee	Employee/Seat	Formula
Retail	\$105.17	\$13.52	
Service (inc. Financial)	\$105.17	\$13.52	
Restaurant			
Without ABC	\$105.17	\$ 6.57	(1)
With ABC	\$105.17	\$ 7.87	(2)
Professional (inc. Insurance)	\$105.17	\$13.52	
Theater	\$105.17		
Wholesale	\$105.17		
Manufacturing	\$105.17		
Contractor	\$105.17		
Commercial Rental	\$23.00 + .006574 sq. ft.		(3)
Residential Rental	\$23.00		(4)
Hotel	\$23.00 per unit		
Laundromat	\$105.17		

(1) 20 seats or less, no seat assessment fees. Over 20 seats, \$6.57 per seat starting with Seat 21. Eg. For 50 seats, total charge is \$105.17 (base fee) + \$197.10 (30 seats x \$6.57) = \$302.27.

(2) 20 seats or less, no seat assessment fees. Over 20 seats, \$7.87 per seat starting with Seat 21. Eg. For 50 seats, total charge is \$105.17 (base fee) + \$236.10 (30 seats x \$7.87) = \$341.27.

(3) Base fee is \$23.00 per unit. For every additional sq. ft. over 2,000; multiply excess by \$.006574. Eg. 2,500 sq. ft., total charge is \$23.00 + \$3.29 (500 sq. ft. x \$.006574) = \$26.29 (calculations are rounded up)

If you own 1-3 units, there is no charge. If you own more than 3 units, you pay \$23.00 per unit in excess of 3 units. Eg. You own 5 units. You pay \$23.00 x 2 (5 units – 3 units) = \$56.00

EXHIBIT "H"

Business Improvement District No. 1

2019 Estimated Expenditures

Budget Item		Description		2019 Estimated Expenditures
Administration		Postage		\$500.00
		Translation Services		\$400.00
		California Assoc. Membership		\$500.00
Holiday Decoration		Holiday lighting - electrical cost		\$575.00
		Holiday light storage & installation		\$5,577.00
Trash Receptacles		Liners		\$200.00
Landscaping		Additional planting supplies		\$500.00
Custodial Contract		Maintenance of the BID area		\$ 73,000.00

TOTAL: **\$81,252.00**

Estimated Revenues for
2020:

\$74,000.00

Reserves as of 10/25/19

\$127,735

EXHIBIT "I"

Business Improvement District No. 1 - 2020 Estimated Budget			
Budget Item		Description	2020 Estimated Budget
Administration		Postage	\$300.00
		Business Cards	\$60.00
		Translation Services	\$600.00
		Office Supplies	\$300.00
Holiday Decoration		Holiday light bulb replacement	\$500.00
		Edison	\$600.00
		Holiday light storage & installation	\$5,577.00
Trash Receptacles		Additional liners & lids	\$200.00
Landscaping		Additional planting supplies	\$1,000.00
Custodial Contract		Maintenance of the BID area	\$85,036.34
		TOTAL:	\$94,173.34
Estimated Revenues for 2020:		\$74,000.00	
Reserves as of 10/25/19		\$127,735	

EXHIBIT “J”

2020 BID Fee Schedule

Business Type	Fee	Employee/Seat	Formula
Retail	\$105.17	\$13.52	
Service (inc. Financial)	\$105.17	\$13.52	
Restaurant			
Without ABC	\$105.17	\$ 6.57	(1)
With ABC	\$105.17	\$ 7.87	(2)
Professional (inc. Insurance)	\$105.17	\$13.52	
Theater	\$105.17		
Wholesale	\$105.17		
Manufacturing	\$105.17		
Contractor	\$105.17		
Commercial Rental	\$23.00 + .006574 sq. ft.		(3)
Residential Rental	\$23.00		(4)
Hotel	\$23.00 per unit		
Laundromat	\$105.17		

(4) 20 seats or less, no seat assessment fees. Over 20 seats, \$6.57 per seat starting with Seat 21. Eg. For 50 seats, total charge is \$105.17 (base fee) + \$197.10 (30 seats x \$6.57) = \$302.27.

(5) 20 seats or less, no seat assessment fees. Over 20 seats, \$7.87 per seat starting with Seat 21. Eg. For 50 seats, total charge is \$105.17 (base fee) + \$236.10 (30 seats x \$7.87) = \$341.27.

(6) Base fee is \$23.00 per unit. For every additional sq. ft. over 2,000; multiply excess by \$.006574. Eg. 2,500 sq. ft., total charge is \$23.00 + \$3.29 (500 sq. ft. x \$.006574) = \$26.29 (calculations are rounded up)

If you own 1-3 units, there is no charge. If you own more than 3 units, you pay \$23.00 per unit in excess of 3 units. Eg. You own 5 units. You pay \$23.00 x 2 (5 units – 3 units) = \$56.00

EXHIBIT "K"

Business Improvement District No. 1

2018 Estimated Expenditures

Budget Item	Description	2017 Estimated Expenditures
Administration	Postage	\$500.00
	Business Cards	\$60.00
	Translation Services (5)	\$300.00
	California Assoc. Membership	\$300.00
	Office Supplies	\$100.00
	Graphic Designer	\$2,000.00
Holiday Decoration	New Decorations	\$17,268
	Holiday lighting - electrical cost	\$555.00
	Holiday light storage & installation	\$5,577.00
Trash Receptacles	Liners	\$50.00
Landscaping	Additional planting supplies	\$2,500.00
Custodial Contract	Maintenance of the BID area	\$26,204.00

TOTAL: \$55,414.00

Estimated Revenues for 2018:	\$60,375.00
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Reserves as of 9/1/18:	\$157,100
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EXHIBIT "L"

Business Improvement District No. 1 – 2019 Estimated Budget

Budget Item	Description	2018 Estimated Expenditures
Administration	Postage	\$300.00
	Business Cards	\$60.00
	Translation Services	\$600.00
	Office Supplies	\$300.00
	Office Supplies	\$200.00
Holiday Decoration	Holiday light bulb replacement	\$500.00
	Holiday light storage & installation	\$100.00
		\$11,154.00
	Additional liners & lids	
Trash Receptacles		\$200.00
	Additional planting supplies	
Landscaping		\$3,000.00
	Maintenance of the BID area	
Custodial Contract		\$73,125.00

TOTAL: \$89,539.00

Estimated Revenues for
2018:

\$57,500.00

\$157,100

Reserves as of 9/1/18

EXHIBIT "M"

2019 BID Fee Schedule

Business Type	Fee	Employee/Seat	Formula
Retail	\$105.17	\$13.52	
Service (inc. Financial)	\$105.17	\$13.52	
Restaurant			
Without ABC	\$105.17	\$ 6.57	(1)
With ABC	\$105.17	\$ 7.87	(2)
Professional (inc. Insurance)	\$105.17	\$13.52	
Theater	\$105.17		
Wholesale	\$105.17		
Manufacturing	\$105.17		
Contractor	\$105.17		
Commercial Rental	\$23.00 + .006574 sq. ft.		(3)
Residential Rental	\$23.00		(4)
Hotel	\$23.00 per unit		
Laundromat	\$105.17		

(7) 20 seats or less, no seat assessment fees. Over 20 seats, \$6.57 per seat starting with Seat 21. Eg. For 50 seats, total charge is \$105.17 (base fee) + \$197.10 (30 seats x \$6.57) = \$302.27.

(8) 20 seats or less, no seat assessment fees. Over 20 seats, \$7.87 per seat starting with Seat 21. Eg. For 50 seats, total charge is \$105.17 (base fee) + \$236.10 (30 seats x \$7.87) = \$341.27.

(9) Base fee is \$23.00 per unit. For every additional sq. ft. over 2,000; multiply excess by \$.006574. Eg. 2,500 sq. ft., total charge is \$23.00 + \$3.29 (500 sq. ft. x \$.006574) = \$26.29 (calculations are rounded up)

If you own 1-3 units, there is no charge. If you own more than 3 units, you pay \$23.00 per unit in excess of 3 units. Eg. You own 5 units. You pay \$23.00 x 2 (5 units – 3 units) = \$56.00



City Council Staff Report

DATE: October 20, 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: Approval of Response Letter to the Los Angeles County Civil Grand Jury's Report Entitled "A Diet for Landfills: Cutting Down on Food Waste"

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting the resolution approving the City of Monterey Park's response letter to the Los Angeles County Civil Grand Jury's report entitled "A Diet for Landfills: Cutting Down on Food Waste"; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On July 31, 2020, the Los Angeles County Grand Jury (Grand Jury) issued the report entitled "A Diet for Landfills: Cutting Down on Food Waste" (Report). In the Report, the Grand Jury identified several opportunities for supportive public policies that can incentivize and create avenues to increase food waste recycling and organic waste diversion rates. At the conclusion of the Report, the Grand Jury requested a response from the City of Monterey Park (City) to Recommendations 1.1, 1.3, 1.8, and 1.14. To ensure that the City met the deadlines established by the Grand Jury, the City Manager sent the attached response letter. As noted in that letter, the information in the letter is subject to City Council consideration and approval.

BACKGROUND:

In the State of California, civil grand juries are authorized to "investigate and report upon the operations, accounts, and records of the officers, department, functions, and the method or system of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit." (Penal Code § 925(a)).

The Los Angeles County Civil Grand Jury consists of 23 members and several designated alternates that are sworn in for a 12-month period. The primary function of the Civil Grand Jury is to investigate county, city and joint-power agencies. The Civil Grand Jury acts in an oversight function by examining the operations of various government agencies within Los Angeles County. To carry out this function, the Civil Grand Jury is divided into committees, each of which concentrates on certain areas under investigation. These committees visit facilities, meet with officials, and develop recommendations for improving government operations. Not later than the end of its term the Grand Jury is required by

law to submit a final report of its findings and recommendations to the Presiding Judge of the Superior Court.

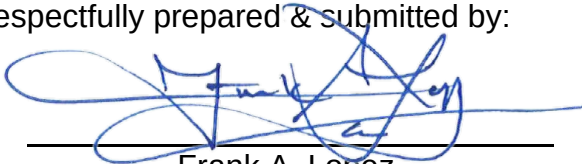
On July 31, 2020, the Los Angeles County Grand Jury (Grand Jury) issued the report entitled "A Diet for Landfills: Cutting Down on Food Waste" (Report). In the Report, the Grand Jury identified several opportunities for supportive public policies that can incentivize and create avenues to increase food waste recycling and organic waste diversion rates. At the conclusion of the Report, the Grand Jury requested a response from the City of Monterey Park (City) to Recommendations 1.1, 1.3, 1.8, and 1.14.

Within 90 days after a Grand Jury's issuance of the report, the City Council must comment to the Presiding Judge of the Superior Court on the conclusions and recommendations contained in the report. Unfortunately, the City of Monterey Park did not receive the original request to respond. However, staff received a letter dated September 17, 2021, notifying the City of the need to respond immediately. Therefore, the attached response letter to the Report was sent to the Grand Jury to meet the deadline. The final response to the Grand Jury is subject to the City Council's consideration and approval.

FISCAL IMPACT:

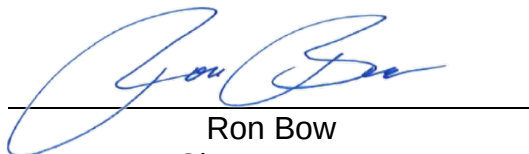
There is no fiscal impact associated with the recommended action.

Respectfully prepared & submitted by:



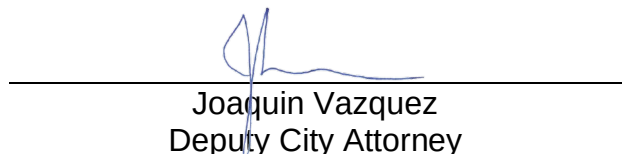
Frank A. Lopez,
Director of Public Works
City Engineer

Approved by:



Ron Bow
City Manager

Reviewed by:



Joaquin Vazquez
Deputy City Attorney

ATTACHMENTS:

1. Draft Resolution Approving Response Letter
2. Response Letter to Grand Jury Report
3. Los Angeles County Civil Grand Jury Report Entitled "A Diet for Landfills: Cutting Down on Food Waste"

ATTACHMENT 1
Draft Resolution Approving Response Letter

RESOLUTION NO. _____ -

A RESOLUTION RATIFYING A RESPONSE TO THE LOS ANGELES COUNTY CIVIL GRAND JURY REGARDING ITS REPORT ON FOOD WASTE

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

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

- A. On July 31, 2020, the Los Angeles County Grand Jury (“County Grand Jury”) issued a report entitled, “A Diet for Landfills: Cutting down on Food Waste,” (the “Report”) which outlined several recommendations to increase food waste recycling and organic waste diversion rates;
- B. California Penal Code § 933(c) requires the legislative bodies of applicable public agencies to provide written responses to recommendations contained County Grand Jury reports
- C. By correspondence dated September 17, 2021, the Foreperson for the County Grand Jury requested written City responses to Recommendations 1.1, 1.3, 1.8, and 1.14;
- D. City staff reviewed the Report, drafted written responses, and transmitted the responses to the presiding judge for the superior court in the form attached to this Resolution as Exhibit “A,” subject to City Council ratification; and
- E. The City Council ratifies and approves the written response to the Report in Exhibit “A.”

SECTION 2: The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 3: 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 4: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE
CITY OF MONTEREY PARK ON THIS 25th DAY OF OCTOBER 2021.

Yvonne Yiu, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
KARL H. BERGER, City Attorney

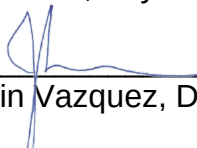
By: _____
Joaquin Vazquez, Deputy City Attorney

EXHIBIT "A"
WRITTEN RESPONSES TO REPORT

CITY OF MONTEREY PARK

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



EXHIBIT A

City Council

Peter Chan
Hans Liang
Henry Lo
Fred Sornoso
Yvonne Yiu

City Clerk

Vincent D. Chang

City Treasurer

Joseph Leon

October 8, 2021

Kevin Brazile, Presiding Judge
Los Angeles Superior Court
Clara Shortridge Foltz Criminal Justice Center
210 West Temple Street, 11th Floor, Room 11-506
Los Angeles, CA 90012

Re: City of Monterey Park Response to Grand Jury Report Entitled "A DIET
FOR LANDFILLS: Cutting Down on Food Waste"

Honorable Judge Brazile:

On July 8, 2020, the County of Los Angeles Civil Grand Jury issued its report entitled "A DIET FOR LANDFILLS: Cutting Down on Food Waste" (the "Report") to all 88 cities in the County. The Report analyzes the challenges and opportunities for cities in the county to divert organic waste from landfills. In accordance with Cal. Pen Code § 933.05-06, the City of Monterey Park has prepared a response to Recommendations 1.1, 1.3, 1.8, and 1.14 as requested. This response is subject to Monterey Park City Council ratification scheduled for its regular meeting on October 20, 2021.

Recommendation 1.1

Each of the 88 cities, and the County's unincorporated areas, should establish a weekly food waste drop-off center. The Center can be at a farmer's market, such as the one held each Thursday near Los Angeles City Hall, or at another appropriate site. City and County officials can arrange for the food waste collected to be taken to a nearby facility for recycling, or can establish contracts with organizations such as the Los Angeles Community Garden Council or landscaping companies for composting.

The recommendation requires further analysis. The City would have to evaluate the start-up and maintenance costs of establishing such a program as well as the logistics of the collection and transfer. However, the City intends to focus its resources on implementing SB 1383 food waste diversion requirements by January 2022 and is currently negotiating an amendment of its solid waste franchise agreement with Athens Services to include organic waste service for all residential and commercial customers.

Recommendation 1.3

County and city officials should create an incentive program for residents and businesses to separate food waste. This could be in the form of a gift card to a local grocery store/farmer's market, or a discount on a solid waste fee. For example, in the city of Santa Barbara, 150 businesses (restaurants, grocery stores, coffee shops, etc.) have signed up for the city's Foodscrap program, and can save several hundred dollars a month off their trash collection fee.

The recommendation requires further analysis. The City would have to evaluate the cost and benefit of such a program and best way to fund such a program. However, since food waste diversion is mandated by law, an incentive program may be moot.

Additionally, as stated above, the City is currently negotiating an amendment of its solid waste franchise agreement to include organic waste service for all residential and commercial customers.

Recommendation 1.8

County officials should modify contracts with food vendor companies that are inside County facilities, such as the Hollywood Bowl, the Arboretum, the Los Angeles County Museum of Art, and cafeterias located at County hospitals, to include food waste separation and recycling. Especially at the Hollywood Bowl, which draws more than 17,000 people for most of its summer concert events, has several food options onsite, and traditionally draws large pre-concert picknicking crowds, implementing a food waste recycling program can be part of a public education campaign.

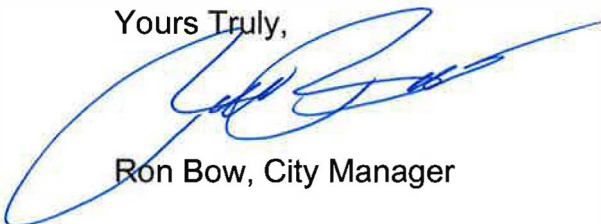
The City of Monterey Park does not have jurisdiction over county facilities and no relevant Los Angeles County facilities lie within its boundaries.

Recommendation 1.14

Elected officials in the County and cities should adopt the 11 suggestions in the March 2018 Countywide Organics Waste Management Plan and express support for the need to increase capacity and site and build new facilities to handle organic waste.

The City intends to continue to implement suggestions from the Countywide Organics Waste Management Plan, especially in the context of state law mandating organics recycling as the City moves forward to comply with SB 1383's complementary goals. The City supports the establishment of new facilities to increase capacity and handle organic waste.

Yours Truly,



Ron Bow, City Manager

ATTACHMENT 2
Response Letter to Grand Jury Report

CITY OF MONTEREY PARK

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



City Council

Peter Chan
Hans Liang
Henry Lo
Fred Sornoso
Yvonne Yiu

City Clerk

Vincent D. Chang

City Treasurer

Joseph Leon

October 8, 2021

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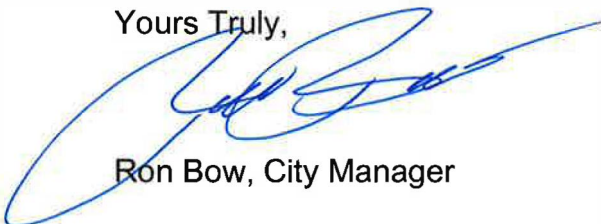
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Yours Truly,



Ron Bow, City Manager

ATTACHMENT 3

Los Angeles County Civil Grand Jury Report Entitled
“A Diet for Landfills: Cutting Down on Food Waste”

A DIET FOR LANDFILLS: Cutting Down on Food Waste



**2019-2020
Los Angeles County
Civil Grand Jury**

A DIET FOR LANDFILLS: Cutting Down on Food Waste

EXECUTIVE SUMMARY

"Cutting food waste is a delicious way of saving money, helping to feed the world and protect the planet."

--Tristram Stuart, Environmentalist¹

Food does not belong in the garbage. When edible, it can and should be consumed (Appendix 1 and 2). Food waste is the largest portion of the “organic waste” stream taken to landfills every year, instead of being separated and recycled for secondary use.² Diverting organic waste from landfills will significantly reduce methane gas emissions, which have a negative impact on public health and contribute to climate change.³

This Committee investigated how Los Angeles County (County) disposes of its waste, and more specifically, how it addresses one of its own diversion goals: reducing waste sent to landfills by 80% by the year 2025,⁴ with a 75% reduction in the organic waste sent there.⁵

Organic waste--which also includes green/yard waste, nonhazardous wood waste, and food-soiled paper⁶--makes up the largest portion of the garbage going to landfills.⁷ The State of California has mandated that all commercially-generated organic waste must be diverted from landfills, and recycled.⁸

According to the County sustainability plan:⁹

“Most important to the growth of organics recycling is proper source separation of waste. Any contaminated waste streams provide difficulties to waste management and oftentimes deem waste non-recyclable. It is critical that all LA County residents are educated on waste separation.”

¹ <https://www.azquotes.com/quote/1504986> (accessed 4/20/20)

² 2018 Countywide Organic Waste Management Plan Annual Report (published December 2019), <https://pw.lacounty.gov/epd/swims/News/swims-more-links.aspx?id=4#> Page 8 (accessed on 4/16/20)

³ <https://www.epa.gov/sustainable-management-food/reducing-impact-wasted-food-feeding-soil-and-composting> (accessed 4/14/20)

⁴ https://dpw.lacounty.gov/epd/Roadmap/PDF/annual_report_2019.pdf Page 1 (accessed 10/22/19)

⁵ “Los Angeles Countywide Sustainability Plan”, <https://ourcountyla.lacounty.gov/strategies/strategy-9d?goal=836>

⁶ *ibid*

⁷ https://www.salon.com/2018/12/15/already-a-climate-change-leader-california-takes-on-food-waste_partner/

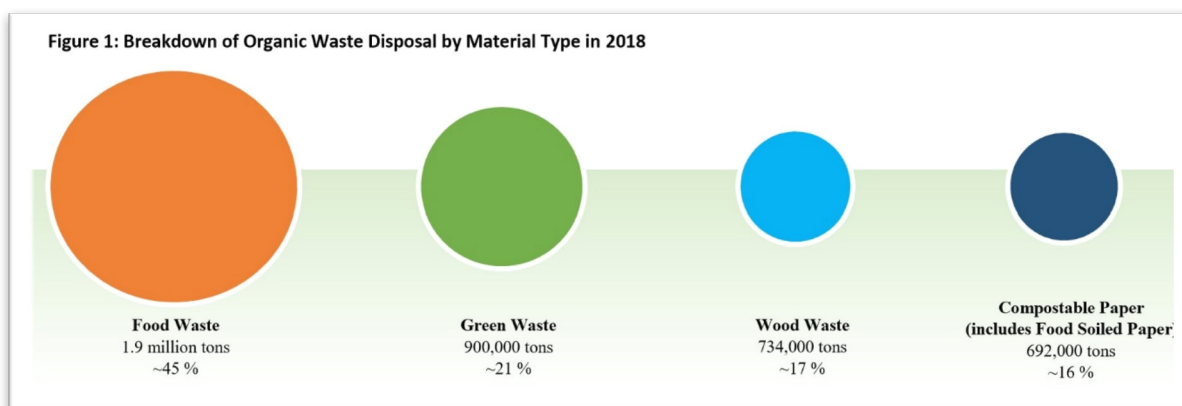
⁸ <https://www.calrecycle.ca.gov/Recycle/Commercial/Organics/>

⁹ “Our County” Los Angeles Countywide Sustainability Plan, <https://ourcountyla.lacounty.gov/strategies/strategy-9d?goal=836>

This separation of organic waste is an important component in sustaining an effective recycling program. Once organic waste is properly separated (both from the rest of the garbage, and by whether it's green or food waste), it can be processed through composting or anaerobic digestion.¹⁰

Within the County, the latest estimate shows that 1.9 million tons of food waste is being sent to landfills each year,¹¹ with a per day estimate of 4,000 to 6,000 tons.¹² In order for that to change, this Committee found that an adequate framework at the grassroots level is needed. We discovered a labyrinth of ways that food waste continues to end up in landfills, with many roadblocks standing in the way of fully implementing the State mandate.

In addition, those residents, schools, and businesses committed to appropriate food waste separation and recycling are often left to their own devices, unless their waste hauler or jurisdiction offers this service. The Committee identified several opportunities for supportive public policies that can incentivize and create avenues to increase food waste recycling and organic waste diversion rates.



*2018 Countywide Organic Waste Management Plan Annual Report
(see footnote 11)*

¹⁰ *ibid.* Compost: The product, rich in nutrients, results from the decomposition of organic material. Anaerobic Digestion: Organic matter, such as food waste or sewage, is broken down to produce biogas and biofertilizer.
<https://ourcountyla.lacounty.gov/strategies/strategy-9d?goal=836> and <https://ourcountyla.lacounty.gov/wp-content/uploads/2019/07/OurCounty-Final-Plan.pdf> Page 206 (Appendix IV)

¹¹ <https://pw.lacounty.gov/epd/swims/News/swims-more-links.aspx?id=4#> 2018 Countywide Organic Waste Management Plan Annual Report, Page 9

¹² <https://www.sgvtribune.com/2016/07/30/your-food-waste-is-clogging-up-californias-landfills-heres-how-recycling-could-fix-it/> (accessed 9/12/19)

BACKGROUND

“People put their trash out, and I like to joke that they think the trash fairies picked it up . . . they don’t know where it went . . . they just want it gone.”

--waste management expert¹³

Critical mass in the need for more effective waste management has been building for years in the County. The year 2019 provided this Committee with two urgent reasons to make changes when it comes to food waste separating and recycling.

1. Recycle Markets Collapse, Sending More Waste to Landfills

- In 2017, China announced it would no longer accept most of the mixed paper and plastics shipped from the United States and other countries.¹⁴
- Chinese officials pointed to “contamination”¹⁵ as one of the reasons they were not willing to take America’s shipments.¹⁶ All of a sudden, more material is being landfilled instead of recycled, negatively impacting the County’s diversion rates.¹⁷
- A City of Los Angeles official told this Committee that the result of the China policy change is this: previously, the City received \$1 million per year for the recyclable materials it collected; now, the City pays \$5 million per year in order to have it processed.¹⁸
- Landfills in the County will eventually reach capacity (Appendix 3).
- **County officials are looking to organics recycling as a solution.**¹⁹

2. State Mandates Big Changes in Organics Recycling

- The mission of the California Department of Resources Recycling and Recovery (CalRecycle) includes increasing “the diversion of organic materials

¹³ Per Committee interview on 1/7/20

¹⁴ China National Sword Policy, https://dpw.lacounty.gov/epd/Roadmap/PDF/annual_report_2019.pdf Page 1 (accessed 10/22/19)

¹⁵ “Recycling contamination is a significant issue. Contamination happens when items are placed in the incorrect system/bin. If recyclables are placed in the appropriate recycling bin, but contain food remnants, the food can contaminate the bin and its contents. Therefore, all the bin’s content would need to be landfilled.” Roadmap to a Sustainable Waste Management Future Annual Progress Report 2019 https://dpw.lacounty.gov/epd/Roadmap/PDF/annual_report_2019.pdf Page 6

¹⁶ <https://e360.yale.edu/features/piling-up-how-chinas-ban-on-importing-waste-has-stalled-global-recycling> (accessed 2/20/20)

¹⁷ Roadmap to a Sustainable Waste Management Future Annual Progress Report 2019 https://dpw.lacounty.gov/epd/Roadmap/PDF/annual_report_2019.pdf Executive Summary, Page 1

¹⁸ Interview was conducted on 2/27/20

¹⁹ Roadmap to a Sustainable Waste Management Future Annual Progress Report 2019 https://dpw.lacounty.gov/epd/Roadmap/PDF/annual_report_2019.pdf Page 1

away from landfills and toward the production of value-added products such as compost, fertilizers, and biofuels.”²⁰

- Assembly Bill 1826 (Mandatory Commercial Organics Recycling) required the following, as of January 1, 2019:²¹ all businesses and multi-family dwellings with five units or more, generating four or more cubic yards of solid waste per week,²² must separate and recycle their organic materials.
- As of January 1, 2020, Assembly Bill 1594 requires green waste to be diverted from landfills for recycling in order to meet diversion goals.²³ Otherwise, green waste in landfills would be considered “disposal.” Landfills use green waste as Alternative Daily Cover,²⁴ part of operating a landfill.
- Failure to comply will subject the jurisdiction (whether County or a city) to fines of up to \$10,000 per day.²⁵

METHODOLOGY

1. Visited the following:

- ✓ landfills
- ✓ anaerobic digesters
- ✓ Materials Recovery Facilities (MRF, pronounced “murfs”)
- ✓ compost facilities

2. Interviewed waste management experts, including:

- ✓ County Department of Public Works officials
- ✓ municipal public works officials
- ✓ state officials
- ✓ federal officials
- ✓ waste haulers
- ✓ engineers
- ✓ academicians
- ✓ atmospheric scientists
- ✓ food policy experts
- ✓ business owners
- ✓ large facility managers

²⁰ <https://www.calrecycle.ca.gov/Organics/>

²¹ <https://www.calrecycle.ca.gov/recycle/commercial/organics/>

²² Waste of about 24 large trash bags: <https://wasteindustries.com/commercial/dumpster/4yardtrash>

²³ <https://www.cawrecycles.org/ab-1594-williams-compostable-organics-management>

²⁴ <https://www.calrecycle.ca.gov/LGCentral/Basics/ADCBasic>

²⁵ <https://www.calrecycle.ca.gov/LGCentral/Reporting/Biennial/>

- ✓ teachers and public education officials
 - ✓ non-profit organizations dealing with edible food recovery
3. Conducted in-person interviews, site visits, phone interviews, and research into a number of the 88 cities in the County to assess food waste collection services available to businesses, residents or both
 4. Conducted on-site visits to the trash areas of some buildings in the County that generate a large amount of food waste
 5. Researched cities in the United States and in other countries that are separating and recycling food waste

RESULTS OF INVESTIGATION

“In the year 2019, waste management should be more of a priority. We have the conversion technologies available: anaerobic digestion, thermal conversion, etc. . . . there isn’t any reason to throw anything in a landfill.”

--County waste management expert²⁶

Landfills

- Landfills are complex operations, with liners, rainwater collection, ground monitoring, and gas collection²⁷ (Appendix 4 “Anatomy of a Landfill”).²⁸
- “Landfills in California are the biggest belchers of methane,” the potent Greenhouse Gas (GHG) that contributes to climate change, according to a 2019 study by research scientists at the Jet Propulsion Laboratory in Pasadena, CA.²⁹ Researchers used an airborne imaging spectrometer to show that 41 percent of emissions in the atmosphere came from landfills, while the dairy, oil & gas industries contributed 26 percent each.³⁰
- Methane, as described in the Countywide Sustainability Plan, “. . . is released . . . by the decay of organic waste in landfills.”³¹

²⁶ Per Committee interview 11/19/19

²⁷ https://www.sfswwa.org/wp-content/uploads/2011/11/Anatomy_of_a_Landfill.pdf (click on Anatomy of a Landfill; accessed on 5/13/20)

²⁸ The illustration was a poster the Committee saw displayed in the lobby area of the Environmental Health Protection Branch of the County Public Health Department on 2/19/20

²⁹ <https://www.sciencenews.org/article/california-landfills-are-belching-high-levels-climate-warming-methane> (accessed 1/14/20), study published in the magazine Nature, Nov. 6, 2019

³⁰ *ibid*

³¹ <https://ourcountyla.lacounty.gov/wp-content/uploads/2019/07/OurCounty-Final-Plan.pdf> Page 213 (Appendix IV) (accessed 9/13/19)

- Landfill managers showed us their onsite gas-to-energy system, which captures methane and converts it into electricity that can be used by the facility or sold. Several landfill operators expressed concern that their gas-to-energy operation depends on the organic waste brought to the landfill.
- Gas capture at landfills creates electricity and revenue for the landfill operator, but also has economic and environmental disadvantages.³² State officials report that even the best-managed landfills only capture 50% to 80% of the methane gas generated.³³
- Even closed landfills in the County may need to be managed for decades.³⁴ The South Coast Air Quality Management District held community meetings in the fall of 2019 to alert residents in East Los Angeles about Cogen Landfill, closed in 1959, which was now, 60 years later, showing elevated gas emissions.³⁵ The County is planning to build a system for managing the remaining methane gas emissions.³⁶
- Per CalRecycle: “Diverting organic waste from landfills to compost facilities and anaerobic digestion facilities, along with implementing food recovery programs, will significantly reduce methane emissions from landfills, many of which are located in or near disadvantaged communities. Reducing these emissions will have beneficial impacts on climate and public health and will result in avoided social costs. Social costs estimate the health and environmental damage that is avoided by reducing GHGs [Greenhouse Gases], as opposed to representing the cost of achieving the GHG reductions.”³⁷
- According to County officials, the demand for organic waste processing capacity is currently being handled by existing facilities located both in and out of the County.³⁸ However, looking to the future, County officials said there is a shortfall when it comes to food waste recycling infrastructure, in particular,

³² <https://www.wastedive.com/news/disputed-ground-the-future-of-landfill-gas-to-energy/557706/>

³³ CalRecycle, “Proposed Regulation for Short-Lived Climate Pollutants: Organic Waste Methane Emissions” Page 11 (document provided to Committee by County official on 12/2/19) https://www.google.com/url?client=internal-element-cse&cx=017557373779849962485:erv3s56gka0&q=https://www.calrecycle.ca.gov/docs/cr/laws/rulemaking/slcp/impactassessmnt.pdf&sa=U&ved=2ahUKEWjzkd7nj_3pAhWkZzQIHQo2D18QFjABegQICRAB&usg=AOvVaw3wpNngocnTPeO9PaPSWsbG

³⁴ <https://pw.lacounty.gov/pmd1/easternhilllandfill/> (accessed 2/20/20)

³⁵ <https://pw.lacounty.gov/pmd1/easternhilllandfill/docs/City-Terrace-Community-Meeting-10.29.19.pdf>

³⁶ *ibid*

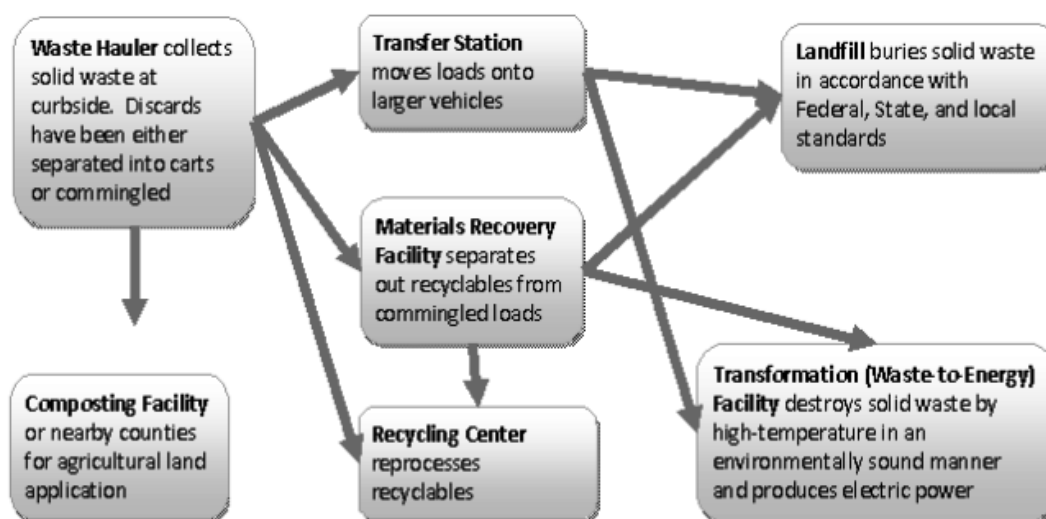
³⁷ CalRecycle, “Proposed Regulation for Short-Lived Climate Pollutants: Organic Waste Methane Emissions” Page 37 (document provided to Committee by County official on 12/2/19) https://www.google.com/url?client=internal-element-cse&cx=017557373779849962485:erv3s56gka0&q=https://www.calrecycle.ca.gov/docs/cr/laws/rulemaking/slcp/impactassessmnt.pdf&sa=U&ved=2ahUKEwiP0qbmv3pAhX2CzQIHWASARgQFjAAegQIBRAB&usg=AOvVaw0p_Lv9liayvzUCkKqB45u

³⁸ <https://pw.lacounty.gov/epd/swims/ShowDoc.aspx?id=8693&hp=yes&type=PDF> 2018 Countywide Organic Waste Management Plan Annual Report, Page 1

and more facilities need to be built in Los Angeles County, rather than continuing to rely on out-of-County sources as has been the custom.³⁹

- Landfills we visited had a constant flow of trucks bringing in waste from throughout the County; “tipping fees” were displayed at each front gate, letting the waste hauler know the cost per ton for the material that was being brought for disposal.⁴⁰ A 2019 study by Harvard Law School⁴¹ pointed out that banning organics from landfills can lead to a reduction in landfill hauling and tipping costs.⁴²

Where solid waste goes in Los Angeles County⁴³



Waste Hauler

- ◇ The County Department of Public Works serves the 125 unincorporated areas, and has contracts with 30 authorized waste haulers, including such companies

³⁹ *ibid*

⁴⁰ https://www.lacsd.org/services/solidwaste/tipping_fees.asp

⁴¹ <https://wastedfood.cetonline.org/wp-content/uploads/2019/07/Harvard-Law-School-FLPC-Center-for-EcoTechnology-CET-Organic-Waste-Bans-Toolkit.pdf>, Pages 20-21 (accessed 11/4/19)

⁴² *ibid*

⁴³ <https://dpw.lacounty.gov/epd/swims/Help/faq.aspx> About Solid Waste, #2, “Where does our solid waste go?”

as Athens Services,⁴⁴ NASA Services,⁴⁵ Waste Management⁴⁶ and Waste Resources.⁴⁷

- ◇ Some waste-hauling companies own or operate landfills in the County or in nearby counties and take material to that landfill.
- ◇ Most of the 88 cities in the County have a contract with a single waste hauling company; a small number provide their own municipally staffed waste collection services for residential or both residential and commercial.⁴⁸
- ◇ In 2016, the City of Los Angeles created 11 franchise zones and awarded exclusive contracts to seven waste haulers to handle the waste for commercial and multifamily properties.⁴⁹
- ◇ Most communities don't offer a food waste collection service; instead, most offer one for yard and garden waste.⁵⁰ In a throwback to the City of Los Angeles' ranching days, the City offers curbside collection of horse manure to its residential horse owners.⁵¹
- ◇ There are more avenues in place for systematic collection of yard/green waste (Appendix 5).
- ◇ **Only 4% of the County's organic waste recycling infrastructure is able to accept food waste.**⁵²

Transfer Station/Materials Recovery Facility

- ◇ These are facilities that receive unprocessed waste, temporarily store it, and transport it off-site to another facility.⁵³ Some of the facilities also sort and separate, by hand, or by use of machinery, items that can be recycled or composted.⁵⁴
- ◇ Out of 20 transfer stations in the County, **only eight** are designated as having capacity to receive separated food waste.⁵⁵

⁴⁴ <https://athensservices.com/>

⁴⁵ <http://nasaservices.com/>

⁴⁶ <https://www.wm.com/us/en/mybusiness>

⁴⁷ www.wasteresources.com

⁴⁸ <https://pw.lacounty.gov/epd/swims/News/swims-more-links.aspx?id=4#> LA County Countywide Organic Waste Management Plan March 2018, Page 42

⁴⁹ <https://labusinessjournal.com/news/2016/dec/09/l-council-approves-huge-trash-franchise-system/> (accessed 10/20/19)

⁵⁰ <https://pw.lacounty.gov/epd/swims/News/swims-more-links.aspx?id=4#> LA County Countywide Organic Waste Management Plan March 2018, Page 38

⁵¹ https://www.lacounty.org/san/faces/home/portal/s-lsh-wwd/s-lsh-wwd-s/s-lsh-wwd-s-c/s-lsh-wwd-s-c-hmc?_afLoop=9961970215956670&_afWindowMode=0&_afWindowId=null&_adf.ctrl-state=f6dfvfef8p_1#!%40%40%3F_afWindowId%3Dnull%26_afLoop%3D9961970215956670%26_afWindowMode%3D0%26_6_adf.ctrl-state%3Df6dfvfef8p_5 (accessed 5/13/20)

⁵² <https://pw.lacounty.gov/epd/swims/News/swims-more-links.aspx?id=4#> LA County Countywide Organic Waste Management Plan March 2018, Page 32, (accessed 5/8/20)

⁵³ https://dpw.lacounty.gov/epd/Roadmap/PDF/annual_report_2019.pdf Roadmap to a Sustainable Waste Management Future Annual Progress Report 2019, Page 50

⁵⁴ https://dpw.lacounty.gov/epd/Roadmap/PDF/annual_report_2019.pdf Roadmap to a Sustainable Waste Management Future Annual Progress Report 2019, Page 48

⁵⁵ <https://pw.lacounty.gov/epd/swims/News/swims-more-links.aspx?id=4#> LA County Countywide Organic Waste Management Plan March 2018, Table 4A-1 (accessed 5/8/20)

Composting Facility

- ◇ There are eight composting facilities and 12 facilities called “chip and grind”; all of them process green waste, not food waste.⁵⁶

Waste-to-Energy Facility

- ◇ The County lists three facilities as providing Anaerobic Digestion, a process by which organic matter, such as food waste or sewage, is broken down in the absence of oxygen to produce biogas and biofertilizer.⁵⁷ Only two process food waste: the Joint Water Pollution Control Plant in Carson, and the Kroger Co (Ralphs/Food4Less) facility in Compton which recycles food waste from its own stores (around 300, from Bakersfield to San Diego).

This Committee found a patchwork system of managing food waste, whether generated from businesses or residents. A consultant hired by the County to examine the changes needed in order to build a strong organic recycling program identified 11 ways the County can do things differently,⁵⁸ including:

- Getting elected officials more involved in supporting and endorsing change
- Reducing amount of food waste at the source (Appendix 6)
- Building more capacity at nine anaerobic digestion facilities that can process food waste
- Simplifying the permitting process to increase food waste processing
- Creating incentives to start diversion; offer subsidies; modify contracts
- Adopting ordinances for single family residences and apartment buildings with less than five units, with a process that quantifies, monitors and enforces
- Emphasize education and public outreach⁵⁹

“Los Angeles County is close to the largest agricultural production center in the world and has many viable markets for organic materials . . . There is strong statewide policy, financial incentives to assist in the development of facilities, and state incentives for the marketing and sales of the by-products of organic waste recycling (like compost and mulch) . . . However, the biggest disincentive may be the status quo, which is less costly to rate-payers and provides for significant revenue for collection and disposal companies.”⁶⁰

⁵⁶ Ibid, Table 4A-1

⁵⁷ <https://pw.lacounty.gov/epd/swims/News/swims-more-links.aspx?id=4#> 2018 Countywide Organic Waste Management Plan Annual Report, Appendix B, Table 1B

⁵⁸ <https://pw.lacounty.gov/epd/swims/News/swims-more-links.aspx?id=4#> LA County Countywide Organic Waste Management Plan March 2018, Page 39

⁵⁹ ibid

⁶⁰ ibid, Page 49

“...at the end of the day, public agencies ultimately control solid waste and how it is handled. Cities and counties are already sending clear signals to their service-provider haulers on what types of facilities and programs they need to meet new legislative mandates.”⁶¹

Food Waste Recycling Examples Throughout the County

- In the unincorporated areas of the County, a few businesses currently subscribe to food waste collection services, including four supermarkets that are enrolled in the County’s pilot food waste diversion program.⁶²
- The County’s Department of Public Works headquarters in Alhambra serves as a good model for other cafeterias: food waste generated at the employee cafeteria is separated from other trash, composted in special containers outside the cafeteria, with the resulting compost used to provide nutrient-rich cover to the onsite garden (Appendix 7). Good signage and ongoing employee training are vital to this process.
- For those businesses separating food waste and having arranged its pickup by their waste hauler, the food waste is taken to the Puente Hills Materials Recovery Facility (MRF). The Committee observed that this was a small pile in a corner of the massive facility (Appendix 8). Food waste material arrives from restaurants, grocery stores, and other businesses from the following cities: Arcadia, Baldwin Park, Gardena, Glendale, Industry, La Verne, Long Beach, Los Angeles, Pasadena, Pomona, San Dimas, and Santa Fe Springs. In addition, some commercial businesses in the unincorporated communities of Hacienda Heights and Rowland Heights have made arrangements to have food waste processed at this facility, according to an official at the Sanitation Districts of Los Angeles County (the Districts).⁶³
- At the Puente Hills MRF, a bio separator turns the food waste pile into a type of “slurry” that will then be taken to the Districts’ wastewater treatment plant in Carson.⁶⁴ Digesters at the Carson plant use sewage material to turn the food waste slurry into a biogas that provides electricity to the plant, and provides compressed natural gas (CNG) for vehicles that pull up to fuel.⁶⁵

⁶¹ *ibid*, Page 49

⁶² https://dpw.lacounty.gov/epd/tf/isw/isw_2019_09.pdf Page 3 (accessed 3/23/20)

⁶³ <https://www.lacsd.org/aboutus/default.asp>

⁶⁴ <https://www.biocycle.net/2019/12/04/sanitation-districts-gear-food-waste-codigestion/>

⁶⁵ *ibid*

- **City of Los Angeles**--A City official mentioned several pilot programs that deal specifically with food waste:⁶⁶
 - some food service employees at LAX have been trained to separate food waste from the trash⁶⁷
 - 522 homes in the Westchester area have been given special garbage disposals (In-Sink Pilot) that can break down certain food waste for processing at the Hyperion Water Reclamation Plant⁶⁸
 - an upcoming pilot planned for 18,000 homes, that will allow food waste to be placed in the green bin for weekly curbside pickup⁶⁹
- **Manhattan Beach**--Since 2015, the city has offered food waste curbside pickup and recycling to all its businesses and residents, at no extra cost to them.
 - The city contracts with Waste Management for its waste hauling needs. Food waste is taken to the company's CORE food waste recycling facility in Orange and turned into "slurry."
 - The material is then transported to the wastewater treatment plant in Carson.
 - Manhattan Beach residents are billed in a Pay-As-You-Throw system,⁷⁰ where 100% of the cost is dependent on the weight of the grey-color bin, which is for regular trash.⁷¹
- **Culver City**--The city uses its own city staff for waste collection,⁷² and contracts with Athens Services for the food waste that is placed in the green bins, along with yard waste to be recycled at its composting facility in Victorville (American Organics), according to a city official.⁷³
 - Once a year, Athens brings Culver City 20 tons of the compost material and the city gives most of it away to residents as a gift for gardens.⁷⁴
 - "It is the best-smelling stuff you can imagine, it is so earthy and high-end as a nutrient for the soil," one city official told us. "Our gardeners love it."

⁶⁶ Per Committee interview on 2/27/20

⁶⁷ <https://www.lawa.org/en/lawa-sustainability/sustainability-elements-material-resource-management> (accessed 3/2/20)

⁶⁸ https://www.lacitysan.org/san/faces/home/portal/s-lsh-wwd/s-lsh-wwd-s/s-lsh-wwd-s-o/s-lsh-wwd-s-o-isp.jsessionid=2bZOGJ_enNejz3sx4nR_7yAVHcBXLbRq6WYPusobejFPxTBx7VDe!-839466798!-945519779?_adf.ctrl-state=iheptuwke_1&_afLoop=10334715382636628&_afWindowMode=0&_afWindowId=null#!%40%40%3F_afWindowId%3Dnull%26_afLoop%3D10334715382636628%26_afWindowMode%3D0%26_adf.ctrl-state%3Diheptuwke_5 (accessed 3/6/20)

⁶⁹ <https://www.lacitysan.org/san/faces/wcnave/externalId/s-lsh-wwd-s-o-cyfwf> (accessed 10/6/19)

⁷⁰ <https://patch.com/california/manhattanbeach/city-approves-pay-as-you-throw-trash-rates>

⁷¹ https://tbrnews.com/news/manhattan-beach-food-waste-program-recycled-million-pounds-since/article_bcc4a38a-ac25-11e6-a470-1376873e5c29.html (accessed 9/25/19)

⁷² <https://wasteadvantagemag.com/from-metal-to-plastic-culver-city-ca-makes-the-move-to-more-durable-containers/>

⁷³ Committee interview on 10/22/19

⁷⁴ *ibid*

- **Claremont**--The city offers its businesses a free food waste recycling program, and hired a new driver to pick up food waste from about 65 businesses that have signed up.⁷⁵
 - The food waste (food scraps, vegetable trimmings, plate scrapings, and spoiled food) is taken to a Burrtec Industries facility in Fontana for recycling.⁷⁶
 - The city is working on expanding the food waste pickup in 2021 to all residents.⁷⁷
- **Redondo Beach**--The city contracts with Athens Services for waste disposal,⁷⁸ which offers businesses a food scrap collection program, where food waste can be placed in the green bin, along with yard waste.⁷⁹
 - “A recycling program can reduce your trash service and save you money,” according to the city’s website.⁸⁰

Food Waste Recycling in the United States and Around the World

- As of 2016, at least 198 communities in the United States offer curbside food waste pickup.⁸¹ These include cities such as:
 - ✓ **Seattle**--offers residents and businesses curbside food waste collection
 - ✓ **New York City**--offers certain businesses curbside food waste collection
 - ✓ **San Francisco**--in 1996, became the first city in the nation to establish a large-scale food composting program for businesses and residents.⁸²
 - ✓ **Santa Barbara**--offers businesses and residents food waste pickup, with a fee reduction if less trash goes to the landfill⁸³
 - ✓ **Portland**--offers curbside food waste pickup and yard waste that can be combined in the green bin
- **Alameda County**⁸⁴ offers food waste curbside collection in all of its 14 cities (including Berkeley and Oakland) and six unincorporated areas⁸⁵

⁷⁵ Committee interview with city staff member on 1/2/20

⁷⁶ Per Committee interview on 1/2/20

⁷⁷ <https://business.claremontchamber.org/blog/claremont-chamber-chatter-2371/post/organics-newsletter-article-city-of-claremont-6317> (accessed 9/13/19)

⁷⁸ <https://athensservices.com/residential-services/city-of-redondo-beach/>

⁷⁹ <https://www.redondo.org/news/displaynews.asp?NewsID=2084&TargetID=9> (accessed 10/4/19)

⁸⁰ *ibid*

⁸¹ <https://www.biocycle.net/2015/01/15/residential-food-waste-collection-in-the-u-s-2/> (accessed Jan. 8, 2020)

⁸² www.nrdc.org/resources/san-francisco-composting, published on 10/24/17, (accessed on 10/30/19)

⁸³ <https://www.santabarbaraca.gov/services/recycling/business/bins.asp> (accessed 9/27/19)

⁸⁴ <https://www.biocycle.net/2015/01/15/residential-food-waste-collection-in-the-u-s-2/>

⁸⁵ <https://dusp.mit.edu/sites/dusp.mit.edu/files/attachments/project/Municipal%20Curbside%20Compostables%20Collection%20%20What%20Works%20and%20Why.pdf> Pages 8, 11, 53-56

- Dozens of municipalities have formalized weekly drop-off programs for residential food scraps at central locations, including:
 - ✓ **Fort Worth**⁸⁶
 - ✓ **Washington D.C.**⁸⁷
 - ✓ **Buffalo**⁸⁸
 - ✓ **Orlando**⁸⁹
- **Sweden** banned organic waste from landfills in 2005; less than 1% of household waste goes to landfills; waste-to-energy infrastructure turns food waste and organic waste into biogas that runs more than 200 city buses, as well as garbage collection trucks.⁹⁰
- **South Korea** has had a Pay-As-You-Throw type system of charging households for waste collection since 2013.⁹¹ Food waste has been banned from landfills since 2005; Seoul's 10 million residents separate their food waste. These policies have led Seoul's food waste to decrease by 10%, or by more than 300 tons a day.⁹²

Schools in Los Angeles County

- Every school in the 80 school districts in the County has excess edible food and food scraps going to landfills, and County health officials have developed strategies that can help.⁹³ Cal Recycle also encourages each school district to work with its contracted waste hauling company to implement organics recycling on campus.⁹⁴
- The Los Angeles Unified School District (LAUSD), the second-largest school district in the country,⁹⁵ has a waste hauling contract with Republic Services.⁹⁶ This Committee could not find a provision for systematic food waste separation/recycling; the only two bins observed at randomly selected schools were a large blue dumpster and a black dumpster in parking lots.

⁸⁶ <https://fortworthtexas.gov/solidwaste/compost/>

⁸⁷ <https://zerowaste.dc.gov/page/food-yard-waste-residents#:~:text=Food Waste Drop-Off District residents, How to Compost at Home>

⁸⁸ <https://wasteadvantagemag.com/buffalo-ny-offers-food-scrap-recycling-program/#:~:text=The City of Buffalo is,be safely recycled into compost.>

⁸⁹ <https://www.orlando.gov/Initiatives/Food-Waste-Drop-Off>

⁹⁰ <https://www.nytimes.com/2018/09/21/climate/sweden-garbage-used-for-fuel.html> (accessed 1/15/20)

⁹¹ <https://www.theguardian.com/lifeandstyle/2014/mar/27/food-waste-around-world> (accessed 5/7/20)

⁹² <https://www.pbs.org/newshour/show/policies-helped-south-koreas-capital-decrease-food-waste> (5/4/20)

⁹³ http://publichealth.lacounty.gov/eh/docs/LACFRI_ShareTablesFoodDonationsInSchools.pdf Page 5

⁹⁴ <https://www.calrecycle.ca.gov/reducewaste/schools>

⁹⁵ <https://achieve.lausd.net/about#:~:text=Second largest in the nation,,School District Board of Education.>

⁹⁶ <https://home.lausd.net/apps/news/article/322535> (accessed 5/10/20)

- **LAUSD throws away 600 tons of food waste each week, at a cost of at least \$100,000.**⁹⁷ In 2017, Gov. Jerry Brown signed a law that allows campuses to collect unopened items and untouched fruit and donate them to food banks.⁹⁸ In addition, there is a program called Share Table (Appendix 6) where unwanted items can be safely offered to those who want them.
- In Los Angeles County, an estimated two million people face food insecurity.⁹⁹
- Education officials interviewed by this Committee spoke about some LAUSD schools, where children as young as preschool-age learn about separating food waste, and teachers and volunteer parents use a compost bin onsite in order to “feed” the school garden.¹⁰⁰ However, several education officials stated that many schools do not recycle food waste, and the dumpsters are only for trash and recyclables.
- Aside from a school garden increasing healthy eating habits in children,¹⁰¹ the care and maintenance of a garden teaches students about food waste and composting. A County official told this Committee that a garden on every campus would need institutional support from top leadership in order to be sustained.¹⁰²
- A County health education official expressed frustration that nutrition education is getting short shrift at schools and recounted a health insurance executive stating: “We keep seeing kids with Type II diabetes, who don’t know the difference between a protein and a carbohydrate.”¹⁰³
- A survey sent to all school districts by the County Department of Public Health in 2019 to assess food waste on the 2,206 campuses in the County got a 50% response rate, according to a County health official.¹⁰⁴ A preliminary look at the results showed a wide variety of recommended strategies being used to reduce food waste: from “Offer vs. Serve,” to using the Share Table idea.¹⁰⁵ Only 3% of schools reported composting food scraps onsite or offsite, according to the County health official.

⁹⁷ <https://www.latimes.com/local/lanow/la-me-edu-school-food-waste-law-20170928-story.html> (accessed 5/10/20)

⁹⁸ *ibid*

⁹⁹ <https://www.lafoodbank.org/about/hunger-in-la/> (accessed 9/20/19)

¹⁰⁰ Committee interview on 2/25/20

¹⁰¹ <https://www.heart.org/en/professional/educator/teaching-gardens>

¹⁰² Committee interview on 2/25/20

¹⁰³ *ibid*

¹⁰⁴ Committee interview on 1/3/20

¹⁰⁵ <http://publichealth.lacounty.gov/eh/LACFRI/>

- The County Department of Public Works offers free consultations and materials in a School Garden Program,¹⁰⁶ and has installed gardens at Fishburn Elementary School in Maywood and McKinley Elementary School in San Gabriel.¹⁰⁷

Obstacles for those who want to recycle food waste

- Even when restaurants WANT to separate and recycle food waste, they are thwarted: the waste hauler takes it to a landfill anyway (Sweetgreen example)¹⁰⁸
- Cafeterias located in some buildings owned and/or managed by the State (case in point, the cafeteria on the ground floor of the Clara Shortridge Foltz Criminal Justice Center in Downtown Los Angeles)¹⁰⁹ do not have any visible mechanism for separating/recycling food waste, according to numerous Committee visits per week over a period of several months. According to an interview with a cafeteria employee on November 15, 2019, the only product recycled is cooking oil.
- The Committee also interviewed a waste expert familiar with the workings of the Clara Shortridge Foltz building who said food waste collected from the cafeteria, as well as waste that ends up in the large dumpsters in the loading dock area of the building, is probably going to a landfill.¹¹⁰ “There is just so much contamination in the bins,” the expert told our Committee. “It’s cheaper and easier for companies just to take it to a landfill. All staff would need training about separating in order for organics recycling to work.” Committee members visited the loading dock area on October 15, 2019, and observed seven large dumpsters, most filled with trash bags that appeared to be unsorted, and blue recycling-designated dumpsters empty and off to the side.
- The expert, who is also familiar with waste collection in the Downtown Los Angeles area, told our Committee that all large companies and agencies in the area are encouraged to recycle food waste, but few do. Waste hauling companies that collect trash have to pay to dump the trash, and they “have to pay more to dump organics, so there needs to be more of an incentive” to get properly-sorted waste to its proper destination.¹¹¹

¹⁰⁶ <https://dpw.lacounty.gov/epd/sg/school.cfm>

¹⁰⁷ https://dpw.lacounty.gov/epd/Roadmap/PDF/annual_report_2019.pdf Roadmap to a Sustainable Waste Management Future Annual Progress Report 2019, Page 19

¹⁰⁸ <https://www.latimes.com/business/technology/story/2020-01-15/sweetgreen-green-image>

¹⁰⁹ Per Committee interview on 10/15/19, where the “LunchStop Weekly Menu” was provided to cafeteria patrons at the Clara Shortridge Foltz Criminal Justice Center

¹¹⁰ Committee interview on 10/15/19

¹¹¹ *ibid*

- This Committee identified a food vendor company called LunchStop,¹¹² which offers franchisees the opportunity to operate employee and other types of cafeterias¹¹³ in the County. Some are in courthouses (such as the one in Pasadena¹¹⁴ and the one at the Edmund D. Edelman Children's Court¹¹⁵) with no visible food waste recycling option that our Committee could determine.
- While many courthouses in Los Angeles County are under the jurisdiction of the State (Judicial Council of California), most cafeterias in these buildings are inspected by the County Department of Public Health.¹¹⁶
- Even in some buildings or facilities where the County has jurisdiction, the cafeteria vendor does not appear to offer food waste separation/recycling, e.g., at the cafeteria operated by a LunchStop franchisee in the Hall of Administration,¹¹⁷ where the County Board of Supervisors meets. Our Committee also learned that there is no separation/recycling of food waste at the Hollywood Bowl,¹¹⁸ where the County has contracts with other food vendors.¹¹⁹
- Some employees at businesses that have special bins throughout the store (Target, Costco, etc.) with special signage to collect food waste told this Committee that those bags are thrown into the regular trash bin in the back.¹²⁰
- For some managers of large facilities in the City of Los Angeles, there seems to be no cost savings in taking on the issue of food waste. In fact, there is an added cost for the trouble of separating out food waste and training staff, several managers told this Committee.¹²¹
- During the course of our investigation, the Committee found that for those who do not live in a city that offers food waste recycling options, residents are left either to do backyard composting themselves, or throw food waste in the trash.

¹¹² <http://www.lunchstop.com/>

¹¹³ <http://file.lacounty.gov/SDSInter/bos/supdocs/117393.pdf>

¹¹⁴ <https://www.pasadenastarnews.com/2011/07/20/pasadena-courthouse-cafeteria-reopens-after-six-year-hiatus/> ; This link demonstrates that LunchStop was still operating in the Pasadena Courthouse in 2020: http://www.decadeonline.com/results.phtml?agency=pas&violsortfield=TB_CORE_INSPECTION_VIOL.ENTERED_BY&violortorder=DESC&forceresults=1&forcefac=0&offset=0&businessname=LunchStop&businessstreet=&city=&zip=&facilityid=&FTS=&soundlike=&sort=FACILITY_NAME

¹¹⁵ <http://file.lacounty.gov/SDSInter/bos/supdocs/117393.pdf>

¹¹⁶ <https://ehservices.publichealth.lacounty.gov/ezsearch>

¹¹⁷ Per Committee visit and interview with cafeteria employee on 11/15/19

¹¹⁸ Per Committee interview with County official on 2/19/20

¹¹⁹ Our Committee found the vendors of Sodexo/Compass and the Lucques Group. <https://www.reuters.com/article/us-sodexo-centerplate-idUSKBN1DF0S2> <https://thelucquesgroup.com/hollywood-bowl.html> Committee concluded that Sodexo was still one of the vendors, based on the 2019 Public Health Department inspection list: <https://ehservices.publichealth.lacounty.gov/ezsearch>

¹²⁰ Per Committee interview with employees on 11/6/19, and on 11/6/19 and 11/9/19 visits to a Costco and Target

¹²¹ Per Committee interviews/visits to large facilities on 11/27/19, 12/16/19, and 2/13/20

- In the city of Los Angeles, for residents, it doesn't matter how much trash you generate, the cost is the same, according to the bimonthly bill many of our Jury members receive every month. Residents are charged a flat Solid Resources Fee (SRF) that is applied to the City's Clean Water, Solid Resources, and Watershed Protection.¹²² The fee funds the collection of solid waste, landfill costs, and a numerous list of associated costs. "Since the Solid Resources Fee funds more than just refuse collection, the fee is still applied—even if your dwelling produces little, or no, refuse waste,"¹²³ according to the City's LA Sanitation website.
- A City official stated, "it's hard for people to separate food waste; it can be smelly; where do you keep it, etc. We're working on a good way to do it. We have pilot programs."¹²⁴
- This Committee found strong interest from residents and businesses interviewed. For those residents who are already committed to food waste separation and recycling (whether from their single-family house, or apartment), the only option our Committee found was LA Compost:¹²⁵
 - a nonprofit organization that has a drop-off booth at several weekly farmer's markets
 - relies on volunteers and donations
 - operates several hubs throughout the City where residents can drop off their food waste¹²⁶
 - in January of 2020, before the Covid-19 Pandemic, only eight of the 32 hubs were open due to growing demand, and not enough capacity¹²⁷
 - during the pandemic, LA Compost continued accepting food waste drop-offs at one of the 26 community gardens throughout the City, and volunteers said that every Sunday, there was a constant stream of people

¹²² https://www.lacitysan.org/san/faces/home/portal/s-lsh-au/s-lsh-au-r/s-lsh-au-r-b.jsessionid=uynsAdj5le5pC1htNKKGWExRuZ0qern6N_Mv-lZPs-8bGx0gKmqt!-839466798!-945519779?_afzLoop=8682239760179039&_afzWindowMode=0&_afzWindowId=Ed19IWET&_adf.ctrl-state=197i51z7vh_1#!%40%40%3F_afzWindowId%3DEd19IWET%26_afzLoop%3D8682239760179039%26_afzWindowMode%3D0%26_adf.ctrl-state%3D197i51z7vh_5 (click on "About Us" and then "Understanding Rates")

¹²³ *ibid*

¹²⁴ Per Committee interview on 2/27/20

¹²⁵ www.lacompost.org

¹²⁶ <https://www.lacompost.org/faq>

¹²⁷ <https://www.kcrw.com/news/shows/greater-la/the-challenges-of-composting-in-la/composting-in-la-isnt-as-easy-as-it-sounds>

- Many college campuses in the County have ongoing sustainability initiatives:
 - Cal State Northridge--dining services staff collects kitchen plant food waste and uses it for composting in its garden on campus.¹²⁸
 - Occidental College in Eagle Rock--students have begun composting programs for food waste, but continue to find it challenging to sustain the program as students graduate.¹²⁹ In 2016, the campus contracted with waste hauling company Athens Services to have food waste taken to the company's composting facility in Victorville.¹³⁰
 - Students whose home cities, like Seattle, have curbside compost pickup programs express surprise that fellow students are not as diligent about food separation/recycling.¹³¹
- The County's Department of Public Works has identified nearly 200 facilities where organic waste should be separated and recycled, from cafeteria kitchen food prep areas ("back of house"); cafeteria dining areas, lunch rooms, employee workstations, landscaping.¹³² Educational material has been provided, and compliance is encouraged, according to County officials.¹³³ However, County officials said they don't know how many of the identified entities are meeting the mandate, which requires organic waste recycling as of January 1, 2019,¹³⁴ and that more action may be forthcoming once the State outlines regulations around the \$10,000 fine per day. A random check by our Committee calling and visiting a few of the facilities, in conjunction with our conversations with waste haulers, leads us to believe that there is room for improvement in implementing organic waste recycling in these facilities.

¹²⁸ <https://www.csun.edu/sustainability/sustainable-garden-education-center>

¹²⁹ <https://www.theoccidentalnews.com/features/2018/03/27/good-waste-composting-efforts-campus/2892421> (accessed 11/3/19)

¹³⁰ <https://www.theoccidentalnews.com/news/2016/01/01/college-looking-to-further-expand-composting-program/2880886>

¹³¹ <https://www.theoccidentalnews.com/news/2018/03/20/student-led-compost-initiative-begins-braun-hall/2891999> (accessed 2/17/20)

¹³² https://dpw.lacounty.gov/epd/organics/pdf/AB1826Memo_2018.pdf

¹³³ Per Committee interviews on 10/7/19 and 11/19/19

¹³⁴ https://dpw.lacounty.gov/epd/organics/pdf/AB1826Memo_2018.pdf Page 2

COVID-19

The pandemic provides an opportunity to reimagine how things can be, and our Committee was pleased to see the word “waste” in the mix in an article published on May 13, 2020, in the *Los Angeles Times*:¹³⁵

Gov. Gavin Newsom appointed Tom Steyer, a billionaire former hedge fund manager turned climate change activist, to co-chair his Task Force on Business and Jobs Recovery. Twenty state lawmakers signed a letter last month to Steyer and Newsom’s chief of staff, Ann O’Leary, urging the governor’s office to consider recovery investments that prioritize “clean economy job creation.”

The letter reads, “We know the clean economy — transportation, housing, energy, water, manufacturing, **waste**, and natural and working lands — is one of the most cost-effective, resilient job creation sectors economy-wide.”

RECOMMENDATIONS

This Committee recommends a public education campaign around food waste that creates drop-off food waste centers in more areas of the County and provides financial incentives, as well as County-owned facilities “leading by example” in recycling food waste—all of which require *a little help from our friends*.¹³⁶

We recommend:

- 1.1 Each of the 88 cities, and the County’s unincorporated areas, should establish a weekly food waste drop-off center. The center can be at a farmer’s market, such as the one held each Thursday near Los Angeles City Hall, or at another appropriate site. City and County officials can arrange for the food waste collected to be taken to a nearby facility for recycling, or can establish contracts with organizations such as the Los Angeles Community Garden Council or landscaping companies for composting.
- 1.2 County officials should initiate programs using composting technology (such as Compostology¹³⁷ or Earth Cube¹³⁸) that can compact food waste and can be easily installed in offices and schools.¹³⁹

¹³⁵ <https://www.latimes.com/environment/story/2020-05-13/half-million-clean-energy-job-losses-amid-coronavirus>

¹³⁶ From the Beatles song “With a Little Help From My Friends.”

¹³⁷ <https://www.compostology.us/about> (accessed 9/26/19)

¹³⁸ <http://compostingtechnology.com/in-vessel-composting-systems/earth-cube/>

¹³⁹ <https://www.biocycle.net/2015/03/31/school-district-rolls-out-food-waste-reduction/> (accessed 10/12/19)

- 1.3 County and city officials should create an incentive program for residents and businesses to separate food waste. This could be in the form of a gift card to a local grocery store/farmer's market, or a discount on a solid waste fee. For example, in the city of Santa Barbara, 150 businesses (restaurants, grocery stores, coffee shops, etc.) have signed up for the city's *Foodscraps* program, and can save several hundred dollars a month off their trash collection fee.¹⁴⁰
- 1.4 County officials should work with community colleges and workforce training programs, to increase classes about food waste recycling and careers in waste management that focus on diversion and conversion technologies.
- 1.5 County officials should create a garden/compost program at Pitchess Detention Center in Castaic and investigate the option of a garden at some or all of the juvenile detention facilities.
- 1.6 The County Department of Public Health should develop a program to train its 300 food inspectors as "ambassadors" when they are in the field. The inspectors need to be armed with the Food DROP brochure,¹⁴¹ as well as information about how that establishment can safely separate and recycle any food waste. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)
- 1.7 The County Department of Public Health should take the lead in creating a food waste education component as part of its permit process required for all outdoor public events that will be serving food. Department officials can work with the event manager ahead of time to plan for excess edible food donation, and for how food waste will be collected and separated. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)
- 1.8 County officials should modify contracts with food vendor companies that are inside County facilities, such as the Hollywood Bowl, the Arboretum, the Los Angeles County Museum of Art, and cafeterias located at County hospitals, to include food waste separation and recycling. Especially at the Hollywood Bowl, which draws more than 17,000 people¹⁴² for most of its summer concert events, has several food options onsite,¹⁴³ and traditionally draws large pre-concert picknicking crowds, implementing a food waste recycling program can be part of a public education campaign.

¹⁴⁰<https://www.santabarbaraca.gov/services/recycling/business/foodscrap.asp#:~:text=About%20The%20Program,like%20your%20recycling%20and%20trash>. (accessed 2/17/20)

¹⁴¹<https://pw.lacounty.gov/epd/sbr/food-drop.aspx>

¹⁴²https://en.wikipedia.org/wiki/Hollywood_Bowl

¹⁴³<https://www.hollywoodbowl.com/visit/when-youre-here>

- 1.9 The County Board of Supervisors should require that the vendor operating the Hall of Administration cafeteria institute procedures to separate food waste, both in the food prep area, and in the dining room.
- 1.10 The City of Los Angeles should partner with LA Compost to expand that organization's footprint in the city to increase its capacity to collect and compost food waste.
- 1.11 The City of Los Angeles should work with its 99 Neighborhood Councils to increase public education around food waste separation/recycling programs.
- 1.12 All 80 school districts located in the County should work with local public works and health department officials to create a garden and compost program in every school,¹⁴⁴ and monitor edible food recovery efforts.¹⁴⁵
- 1.13 All 80 school districts should develop a garden/compost program that can be available for students in the myriad after-school daycare options available on campus (LACER, After the Bell, STAR, etc.).
- 1.14 Elected officials in the County and cities should adopt the 11 suggestions in the March 2018 Countywide Organics Waste Management Plan¹⁴⁶ and express support for the need to increase capacity and site and build new facilities to handle organic waste.

¹⁴⁴ www.ecocycle.org (accessed 5/2/20)

¹⁴⁵ <https://www.ecocycle.org/files/School%20Compost%20Programs%20Pathways%20to%20Success.pdf> "School Compost Programs: Pathways to Success" (accessed 4/3/20)

¹⁴⁶ <https://pw.lacounty.gov/epd/swims/News/swims-more-links.aspx?id=4#> LA County Countywide Organic Waste Management Plan March 2018, Page 39

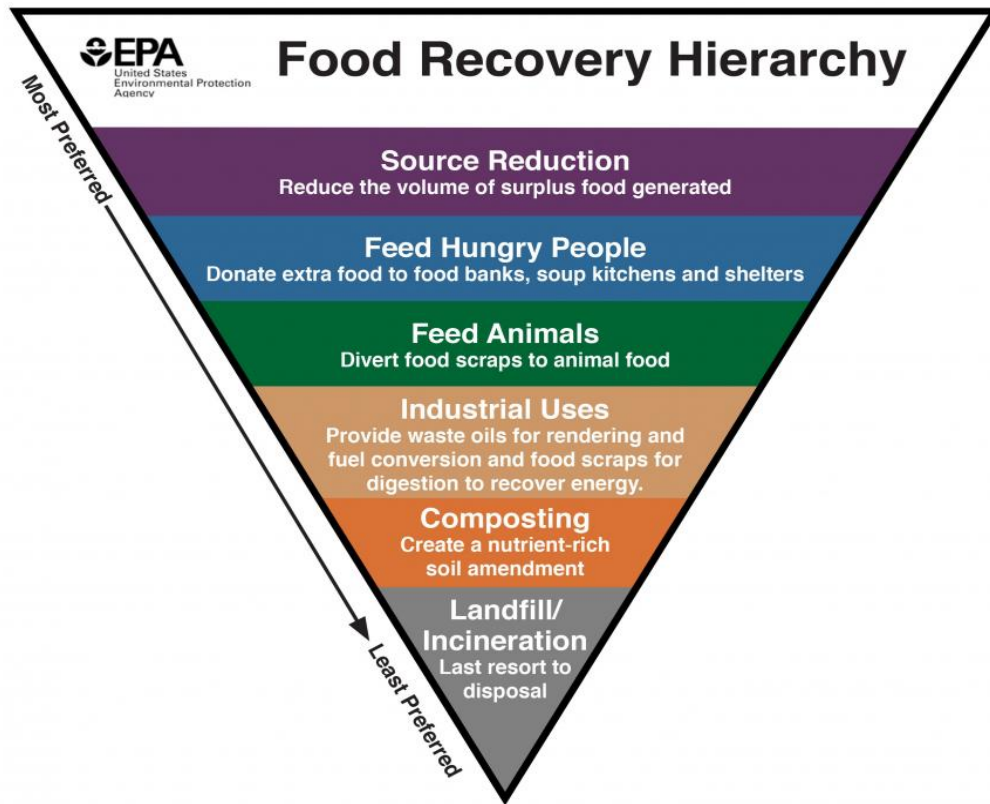
REQUIRED RESPONSES

Responses are required from:

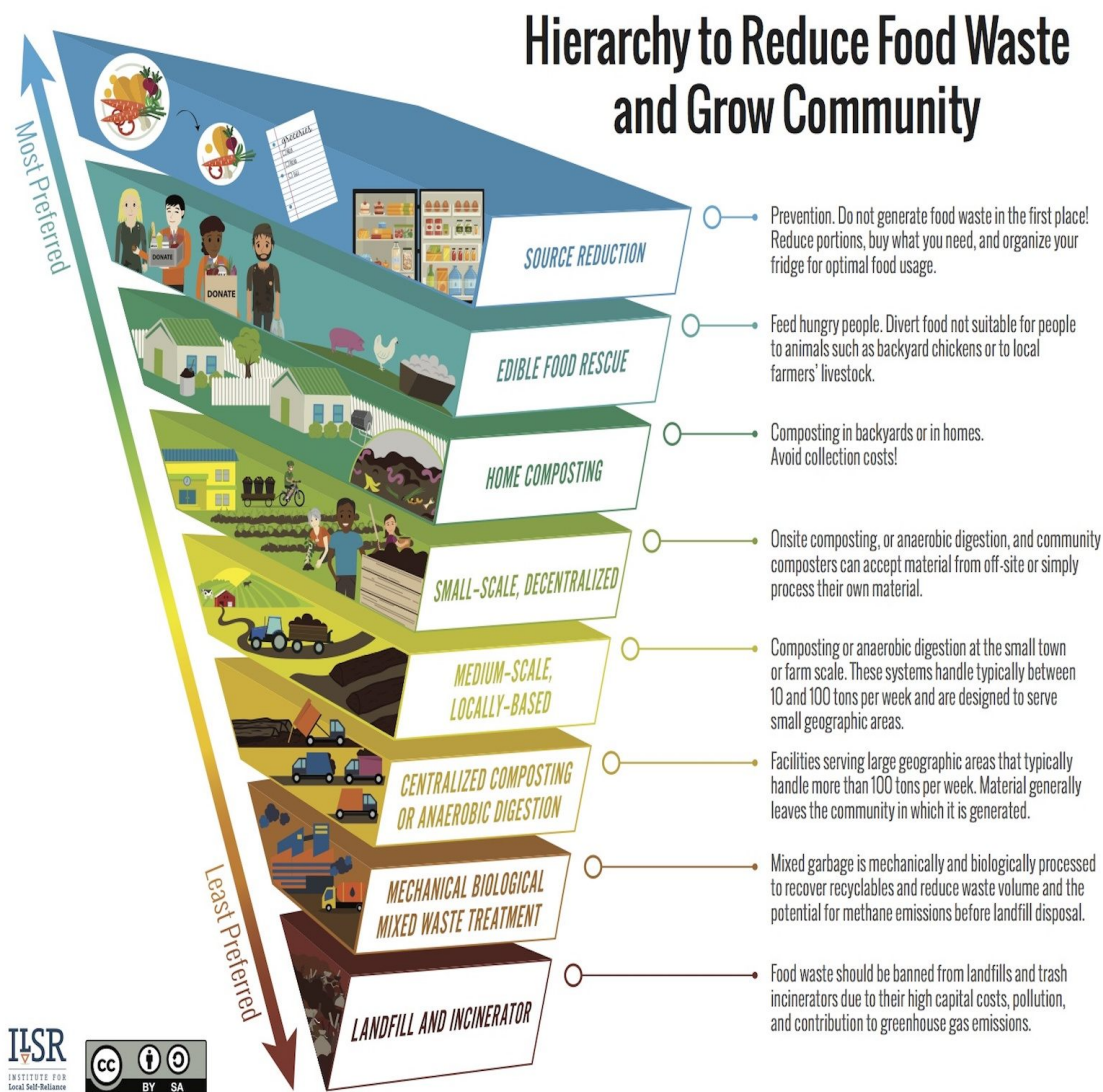
Recommendation	Responding Agency
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.14	County Board of Supervisors
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.14	Chief Executive Officer Sachi Hamai
1.1, 1.2, 1.3, 1.4, 1.5, 1.7, 1.8, 1.9, 1.12, 1.14	County Department of Public Works
1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 1.14	County Chief Sustainability Office
1.1, 1.3, 1.8, 1.14	Mayors of 88 cities
1.5	County Department of Probation
1.6, 1.7, 1.8, 1.9, 1.12, 1.13	County Department of Public Health
1.6, 1.7	Long Beach Department of Health and Human Services
1.6, 1.7	Pasadena Public Health Department
1.6, 1.7, 1.8, 1.9, 1.12, 1.13	County Department of Environmental Health
1.14	Internal Services Department
1.8	County Parks and Recreation Department
1.1, 1.3, 1.8, 1.10, 1.11, 1.14	Mayor of City of Los Angeles
1.12, 1.13	Superintendents of all 80 school districts
1.12, 1.13	Los Angeles County Office of Education

COMMITTEE MEMBERS

Hind Baki, Chair
 Nirja Kapoor
 John Palos
 Jenalea Smith
 Judith Whitman



¹⁴⁷ <https://www.epa.gov/sustainable-management-food/food-recovery-hierarchy>



¹⁴⁸ <https://ilsr.org/food-waste-hierarchy/>

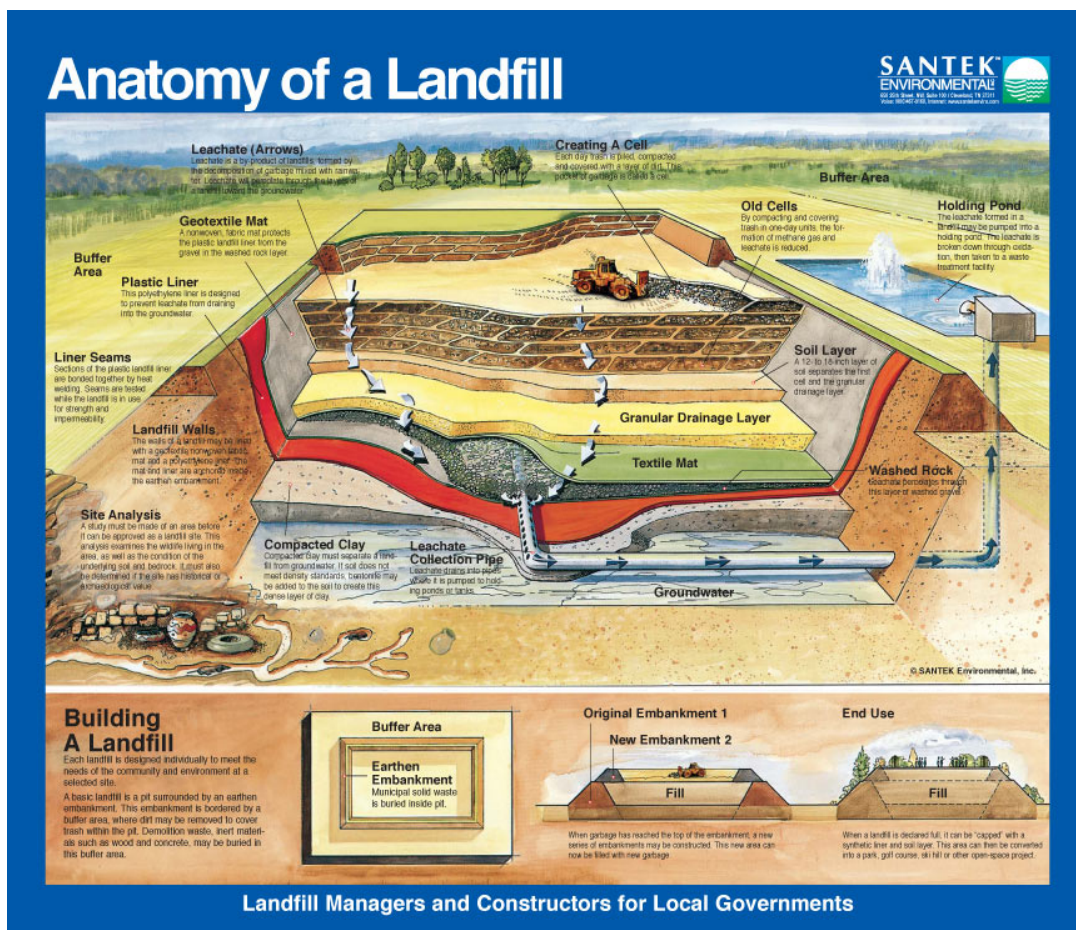
APPENDIX 3¹⁴⁹

Active Landfills in Los Angeles County

Landfill Site	Owner	Operator	End of Operation
Antelope Valley Recycling and Disposal Facility	Waste Management, Inc.	Waste Management, Inc.	2042
Azusa Land Reclamation (Inert)	Azusa Land Reclamation Co., Inc.	Waste Management, Inc.	January 2025
Burbank Landfill #3	City of Burbank	City of Burbank Department of Public Works	January 2053
Calabasas Landfill	County of Los Angeles	Los Angeles County Sanitation Districts	September 2025
Lancaster Landfill & Recycling Center	Waste Management, Inc.	Waste Management, Inc.	March 2044
Pebbly Beach Landfill (Avalon)	City of Avalon	CR&R Environmental Services	July 2028
San Clemente Island Landfill	U.S. Navy	U.S. Navy	January 2032
Savage Canyon Landfill	City of Whittier	City of Whittier Public Works Department ¹⁵⁰	December 2048
Scholl Canyon Landfill	Co-Owned by City of Glendale and Los Angeles County Sanitation Districts	Los Angeles County Sanitation Districts	December 2024
Sunshine Canyon Landfill	Republic Services, Inc./BFI	Republic Services, Inc./BFI	February 2037

¹⁴⁹ http://www.publichealth.lacounty.gov/eh/EP/solid_waste/facilitieslandfill.htm?func=1&Landfill=landfill (accessed 1/31/20); <https://dpw.lacounty.gov/epd/swims/OnlineServices/search-solid-waste-sites-esri.aspx> (accessed 2/5/20)

¹⁵⁰ <https://www.cityofwhittier.org/government/public-works/trash/landfill-services>



¹⁵¹ https://www.sfswwa.org/wp-content/uploads/2011/11/Anatomy_of_a_Landfill.pdf

APPENDIX 5

Green Waste Pick-up and Recycling options available in County Unincorporated Areas (CUC)

- The County’s Department of Public Works oversees the waste hauler agreements for the 125 unincorporated areas,¹⁵² which include Altadena, Hacienda Heights, and Marina Del Rey. About 1 million people live in those areas; the “Mayor” of each area is the corresponding member of the County Board of Supervisors.¹⁵³
- Many franchise waste haulers offer separate collection and recycling services for green waste.¹⁵⁴ Some waste haulers offer one solid waste bin for mixed refuse for commercial clients. The mixed waste is hauled to a material recovery facility where some things may be diverted from a landfill, unless there is too much contamination.¹⁵⁵
- Landscapers can deliver green waste generated from their operation to processing facilities that specifically recycle green waste. Currently, there are over 100 facilities in Los Angeles County and nearby counties that accept green waste generated in Los Angeles County.¹⁵⁶
- In 2018, Public Works consultants visited over 70 multi-family complexes and found that only a few generated more than 1 cubic yard of green landscape waste.¹⁵⁷
- The various waste haulers serving residents in the CUC are required to provide three separate bins: one for trash, one for recyclables, and one for green waste.¹⁵⁸

Green Waste Pick-up and Recycling Options Available for City of Los Angeles

- The State’s most populous city, Los Angeles, manages its waste through the LA Sanitation Department.¹⁵⁹ For approximately 80,000 businesses and multi-family complexes, the City of Los Angeles is divided into service areas and assigned a waste hauler under the RecycLA program.¹⁶⁰ The program assigns seven waste haulers to 11 zones in the City.¹⁶¹

¹⁵² <https://dpw.lacounty.gov/epd/swims/News/WasteHauler/>

¹⁵³ <https://lacounty.gov/government/about-la-county/unincorporated-areas/>

¹⁵⁴ <https://pw.lacounty.gov/epd/swims/docs/pdf/faq/Commercial%20Waste%20Franchise%20System%20FAQ%20for%20Waste%20Haulers.pdf>

¹⁵⁵ https://dpw.lacounty.gov/epd/Roadmap/PDF/annual_report_2019.pdf Roadmap to a Sustainable Waste Management Future Annual Progress Report 2019, Page 47-48

¹⁵⁶ www.dpw.lacounty.gov/Epd/Tf/lsw/lsw

¹⁵⁷ *ibid*

¹⁵⁸ <https://pw.lacounty.gov/epd/swims/News/swims-more-links.aspx?id=4#> LA County Countywide Organic Waste Management Plan March 2018, Executive Summary xi

¹⁵⁹ www.lacitysan.org

¹⁶⁰ https://www.lacitysan.org/san/faces/home/portal/s-lsh-wwd/s-lsh-wwd/s-lsh-wwd-s-zwlaif/s-lsh-wwd-s-zwlaif-au?_adf.ctrl-state=3z2x730v8_5&_afLoop=11962272467624951#!

¹⁶¹ <https://www.waste360.com/commercial/los-angeles-bpw-award-11-franchise-zones-seven-waste-haulers>

- Green waste is taken to Griffith Park, where it's mixed with zoo doo (collected from herbivores at the adjacent Los Angeles Zoo) and biosolids (sewage products).¹⁶² The Griffith Park Composting Facility makes a final compost product that is used throughout the park, and for the City's Free Mulch Give-Away Program.
- The mulch produced by the City is registered and trademarked as Topgro ®; the City gives its Department of Recreation and Parks half the compost created, and the rest is sold to private entities such as landscape companies.¹⁶³
- Residential customers in the City are provided three bins for separating items for trash day:¹⁶⁴ one for trash, one for recyclables, one for green waste (no food waste can be placed in this bin as it would contaminate the green waste); an extra bin for horse manure is provided for a nominal fee.¹⁶⁵

¹⁶² [https://www.lacitysan.org/san/faces/home/portal/s-lsh-wwd/s-lsh-wwd-s/s-lsh-wwd-s-gw/s-lsh-wwd-s-gw-gpcf#::~text=The Griffith Park Composting Facility,trimmings from acres of landscaping](https://www.lacitysan.org/san/faces/home/portal/s-lsh-wwd/s-lsh-wwd-s/s-lsh-wwd-s-gw/s-lsh-wwd-s-gw-gpcf#::~text=The+Griffith+Park+Composting+Facility,trimmings+from+acres+of+landscaping).

¹⁶³ https://www.lacitysan.org/san/faces/home/portal/s-lsh-wwd/s-lsh-wwd-s/s-lsh-wwd-s-gw/s-lsh-wwd-s-gw-faq?_adf.ctrl-state=3z2x730v8_758&_afLoop=11962739376231226#!

¹⁶⁴ https://www.lacitysan.org/san/faces/home?_adf.ctrl-state=3z2x730v8_758&_afLoop=11962955571838333#! Scroll down to "What Goes in Each Bin"

¹⁶⁵ *ibid*

APPENDIX 6

Edible Food Recovery

- In 2018, the County Department of Public Works launched the Food Donation and Recovery Outreach Program Food DROP website (www.FoodDROPLA.com) to provide resources for businesses in the unincorporated communities to safely donate excess edible food and reduce food waste. In addition to federal Good Samaritan laws that can provide legal protection, donating edible food can possibly provide a tax deduction.¹⁶⁶
- In 2018, the County's Smart Business Recycling Consultants visited over 130 large food service establishments to survey how they currently manage organics and recyclables and to connect these businesses with local charities to donate edible excess food. Twenty-six businesses indicated that they donate edible food.¹⁶⁷
- Organizations like Food Forward¹⁶⁸ last year collected 26 million pounds of edible food from various companies.¹⁶⁹ The organization's four 26-foot trucks pick up produce that otherwise would go to waste and distribute the bounty to agencies serving the needy from Santa Barbara to the California-Mexico border. Staff pick up excess produce from the largest produce market in the United States, located in Downtown Los Angeles, and nearby produce houses, as well as farmer's markets. Volunteer teams also are sent to pick residents' backyard fruit and distribute to food pantries.
- Companies like Imperfect Produce¹⁷⁰ ship boxes of imperfect-looking fruits and vegetables, and packaged food that has been rejected for cosmetic reasons.
- There are many websites available to help residents who want to reduce food waste in their kitchens
 - ✓ www.savethefood.com
 - ✓ www.cawrecycles.org (Californians Against Waste)
- For the K-12 school environment in Los Angeles County, the County Department of Public Health has developed resources to help each campus reduce food waste.
 - ✓ <http://publichealth.lacounty.gov/eh/LACFRI/>

¹⁶⁶ www.FoodDROPLA.com

¹⁶⁷ https://dpw.lacounty.gov/epd/tf/isw/isw_2019_09.pdf Page 3

¹⁶⁸ www.foodforward.org

¹⁶⁹ <https://www.dailynews.com/2019/06/20/this-new-produce-depot-is-a-game-changer-for-north-hollywood-based-food-forward/> (accessed 2/23/20)

¹⁷⁰ www.imperfectfoods.com (accessed 9/25/19)

APPENDIX 7¹⁷¹

Food Waste Recycling: County Department of Public Works Headquarters¹⁷²

County Department of Public Works Headquarters in Alhambra: Photos of the employee cafeteria signage, showing food waste separation, and serving as a model for other County facilities.



The Department reported that, in 2018, its food waste reduction practices in the cafeteria prevented over 300 pounds of food waste from being generated, and did not generate any leftover food for donation.

In addition, almost 18,000 pounds of food waste was collected from the cafeteria kitchen, dining area, break rooms, and special events and sent to be recycled at an anaerobic digestion facility. An additional 1,200 pounds of food waste from the cafeteria kitchen was composted on site in the worm bins (see picture below).



¹⁷¹ https://dpw.lacounty.gov/epd/Roadmap/PDF/annual_report_2019.pdf
Roadmap to a Sustainable Waste Management Future Annual Progress Report 2019, Page 37

¹⁷² All photos in Appendix 7 were taken by members of the 2019-2020 Los Angeles County Civil Grand Jury on 3/11/20



The food waste separated in the cafeteria is then brought to special worm-composting bins onsite. Worm composting is using worms to recycle food scraps and other organic material into a valuable soil amendment called vermicompost. Worms eat food scraps, which become compost as they pass through the worm's body.¹⁷³



The compost is then used at the onsite garden, which grows vegetables that can be offered to employees or cafeteria cooks.

¹⁷³ <http://compost.css.cornell.edu/worms/basics.html> (accessed 5/3/20)

APPENDIX 8

Food Waste Transfer and Processing: Puente Hills Materials Recovery Facility¹⁷⁴



A line of trucks bringing various types of separated waste such as cardboard and bottles/cans for recycling. The smallest pile below is the food waste pile.



¹⁷⁴ All photos in Appendix 8 were taken by members of the 2019-2020 Los Angeles County Civil Grand Jury on 10/15/19



City Council Staff Report

DATE: October 20, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3F

TO: The Honorable Mayor and City Council
FROM: Matthew Hallock, Fire Chief
SUBJECT: Resolution Declaring the Month of November as "Movember" to Raise Awareness to Prostate and Other Male Cancers

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution declaring the month of November as "Movember"; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Movember Foundation is the leading global organization committed to changing the face of men's health. The Movember community has raised \$911 million to date and funded over 1,250 programs in 20 countries (<https://us.movember.com/>). This work is saving and improving the lives of men affected by prostate cancer, testicular cancer and mental health programs.

The Foundation challenges men to grow mustaches during Movember (formerly known as November), to spark conversation and raise vital funds for its men's health programs. To date, over 5 million mustaches have been grown worldwide.

The mustaches are a symbol to promote awareness regarding men's health issues and to encourage yearly checkups regarding prostate and testicular cancer. The growth of a new mustache prompts a conversation, which in turn generates awareness and educates people on the health issues men face.

The Vision of the Movember Foundation is to have an everlasting impact of the face of men's health.

BACKGROUND:

"Movember" started as an annual charity mustache growing event in Australia sixteen years ago. Travis Garone is the co-founder of the Movember Foundation. He and Luke Slattery from Melbourne were having a discussion in 2003 at the Gypsy Bar on Brunswick Street, Fitzroy when the conversation went to how fashion trends from the 1980's were coming back, except mustaches. They remembered how popular they were and decided to grow their mos. ("mo" is Aussie slang for mustache.) This is when they realized that mustaches would be a great reminder that men should be able to talk openly about men's health issues, especially prostate cancer as 1 in 6 men will get it in their lifetime.

Inspired by a friend's mother who was fundraising for breastcancer, they decided to make the campaign about men's health and prostate cancer.

FISCAL IMPACT:

None.

Respectfully submitted by:



Matthew Hallock
Fire Chief

Approved by:



Ron Bow
City Manager

ATTACHMENT:

1. Proposed Resolution

ATTACHMENT 1

Proposed Resolution

RESOLUTION NO.____ _

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK DECLARING THE MONTH OF NOVEMBER
AS "MOVEMBER," AN ANNUAL EVENT INVOLVING MEN
GROWING MUSTACHES DURING THE MONTH TO RAISE
AWARENESS OF PROSTATE CANCER AND OTHER MALE
CANCER AND ASSOCIATED CHARITIES.**

The City Council does resolve as follows:

SECTION 1: The City Council finds as follows:

- A. Movember is the month formerly known as November, where men and women across the globe join together to raise awareness and funds for men's health. Men grow and women support a mustache for 30 days to promote awareness regarding men's health issues and to encourage yearly checkups regarding prostate and testicular cancer.
- B. "Movember" started as an annual charity mustache growing event in Australia in 2004. Travis Garone is the co-founder of the Movember Foundation. He and Luke Slattery from Melbourne were having a discussion in 2003 at the Gypsy Bar on Brunswick Street, Fitzroy when the conversation went to how fashion trends from the 1980's were coming back, except mustaches. They remembered how popular they were and decided to grow their mos. ("mo" is Aussie slang for mustache.) This is when they realized that mustaches would be a great reminder that men should be able to talk openly about men's health issues, especially prostate cancer as 1 in 6 men will get it in their lifetime. Inspired by a friend's mother who was fundraising for breast cancer, they decided to make the campaign about men's health and prostate cancer. Mr. Garone refers to the mo's as "hairy ribbons" since October is Breast Cancer awareness month.
- C. Men who support Movember, called Mo Bros, start by registering at Movember.com. Mo Bros start Movember 1st clean-shaven, then grow and groom their Mo, for the rest of the month, raising money along the way. Women who support Movember, called Mo Sistas, also start by registering at Movember.com. Mo Sistas champion the Mo by registering and supporting the Mo Bros in their life, spreading the important message of men's health, leading a team and organizing events.
- D. The Movember Foundation is the leading global organization

committed to changing the face of men's health. The Movember community has raised \$911 million since 2004 and funded over 1,250 programs and 20 countries. This work is saving and improving lives of men affected by prostate cancer, testicular cancer and mental health problems.

- E. One of their programs is MOVE, to encourage more activity in our daily lives. This is especially important if you sit more than six hours a day. New research shows that sitting and inactivity are linked to increased risks of heart disease, diabetes, cancer, and depression. Our bodies are designed to move; when we sit for extended periods, it causes our bodies to shut down at the metabolic level. When our muscles (especially certain leg muscles) are not moving, our circulation slows, using less of our blood sugar and burning less fat. Moving on a regular basis can help reduce the risk of heart disease, diabetes, and cancer.
- F. The Movember Foundation was ranked 45th out of the top Non-Governmental Organizations worldwide.
- G. The vision of Movember.com is to have an everlasting impact on men's health while having fun in the process. They believe in one team working together and sharing knowledge to reach their shared goals.

SECTION 2: The City Council further declares:

- A Awareness and education promote life saving changes.
- B. The Community is encouraged to participate in the Movember campaign.

SECTION 3: This Resolution takes effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this day of _____ 2021.

ATTEST:

Yvonne Yiu, Mayor
Monterey Park, California

Vincent D. Chang, City Clerk

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
_ day of_____, 2021, by the following vote:

Ayes:	Council Members:
Nays:	Council Members:
Absent:	Council Members:
Abstain:	Council Members:

Dated **this**__ day of _____, 2021.

Vincent D. Chang, City Clerk
Monterey Park, California



City Council Staff Report

DATE: October 20, 2021

AGENDA ITEM NO: Consent Calendar
Agenda Item 3G

TO: The Honorable Mayor and City Council
FROM: Robert Aguirre, Director of Recreation & Community Services
SUBJECT: Tree Memorial Program Nominations

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving to honor William R. Sanchez with a memorial tree; and
2. Approving to honor John C. Thompson with a memorial tree; and
3. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

At the September 15, 2021 City Council meeting, City Council nominated William R. Sanchez and John C. Thompson for the Tree Memorial Program for their dedication and service to the community. Tree Memorial honorees are nominated based on the criteria established in Resolution 10485 and 11484 (Attachment A).

Subsequently, the Tree Memorial Program Committee consisting of three Community Participation Commissioners and two Recreation and Parks Commissioners met to review the nomination of William R. Sanchez and John C. Thompson and discussed their consideration for a Tree Memorial Program.

After reviewing each nominee's brief biography the committee voted unanimously to recommend City Council approves to honor William R. Sanchez and John C. Thompson with Tree Memorials for their service and positive impact on the Monterey Park Community.

BACKGROUND:

In an effort to provide a fair and equitable process to honor individuals for their service to the community, the City Council established resolutions outlining the guidelines to conduct the Tree Memorial Program. A Program Committee consisting of three members of the Community Participation Commission and two members of the Recreation and Parks Commission met to review the nomination applications and make recommendations to the City Council.

Mr. William R. Sanchez was born in 1918 and lived to the age of 103. He was a Sergeant in the US Army, WWII Veteran, and was a Prisoner of War "POW" for 4 years. During his time in the military he earned the American Defense Medal with 1 Bronze Star, the Asiatic-Pacific Campaign Medal with 3 Bronze Stars, Philippine Defense Medal

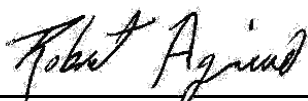
with 1 Bronze Star, Good Conduct Medal, Victory Ribbon, the Distinguished Unit Badge with 2 Oak Leaf Clusters, 1 Service Stripe and 8 Overseas Bars. After his return from WWII, Mr. Sanchez served the Monterey Park community by mentoring service members at the American Legion Post 397 and participating as a keynote speaker at numerous patriotic and national holiday events. As a POW veteran he advocated for veterans' rights and benefits and helped at the Veteran's Hospital.

Mr. John "Johnny" Thompson was a long time resident, business owner, volunteer and advocate for the musical arts. For over 60 years he owned and operated *Johnny Thompson Music* store on Garvey Avenue. In the 1980s he was the founding member of the Downtown Merchants' Association, now known as the Business Improvement District (BID) and served on the board until his passing. Johnny dedicated numerous hours to local school districts to promote their music programs and helped to provide access to music for disadvantaged students. Johnny also donated numerous hours of volunteerism to local organizations and programs.

FISCAL IMPACT:

The Tree Memorial plaque and ceremony would cost approximately \$300 per nominee and funding is included in the FY 21-21 adopted budget in the Community Participation Division fund, account no. 1016508-5242.

Respectfully submitted by:



Robert Aguirre
Director of Recreation & Community Services

Approved by:



Ron Bow
City Manager

ATTACHMENTS:

1. Resolution 10485 and 11484

ATTACHMENT 1

Resolution 10485 and 11484

RESOLUTION NO. 10485

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA TO ESTABLISH A TREE MEMORIAL NOMINATION AND AWARD

WHEREAS, the City of Monterey Park would like to acknowledge important and distinguished members of the City, by recognizing them with the dedication of a tree in their honor; and,

WHEREAS, on August 18, 1999 the City Council of Monterey Park directed staff to form a Committee, consisting of 2 members of the Recreation and Parks Commission and 2 members from the Historical Heritage Commission, to establish guidelines regarding an individual being considered for a Tree Memorial; and,

WHEREAS, members of the above mentioned Commissions have met and have submitted their recommendations to the City; and,

WHEREAS, City has incorporated these recommendations into a nomination process and award to honor such individuals; and,

WHEREAS, each February a committee of 3 members of the Historical Heritage Commission and 2 members of the Recreation and Parks Commission will be assembled as a Nomination Committee to accept applications for nominations; and,

WHEREAS, the Nomination Committee, will review nominations for an honor based on the submission of proper documentation and requirements, and, follow guidelines as set forth by the Tree Memorial Committee, and subsequent alternatives as recommended by staff; and,

WHEREAS, the Nomination Committee will make their recommendations to the City Council in April, with a dedication ceremony to be held in May, close to the anniversary of the City's Incorporation.

NOW, THEREFORE, BE IT RESOLVED that the City of Monterey Park hereby adopts the establishment of the Tree Memorial Nomination and Award, and designates staff to authorize a nomination committee as specified above to accept, review and nominate distinguished individuals as indicated in the following sections.

SECTION 1

MEMORIAL PLAQUE / TREE

Plaques to be consistent with plaques that are existing in front of City Hall. Trees that are to be purchased will be of similar type as existing. Cost for the plaques will be charged to the person or group who nominates the individual (\$500.00) City Council may waive fees at its discretion.

SECTION II

QUALIFICATIONS

The consideration for selection must include a substantial history of Community Service. For Example:

- A. Individual should have been a long term resident (10 years or more) in the City of Monterey Park, and should have provided a service benefit to the entire Community, in one or more of the following ways:
 - 1. Served on a City elected or appointed position for at least two terms or 5 years, whichever is greater;
 - 2. Voluntarily served the City as an officer, or board member of, one or more City recognized Service Clubs, volunteer community based organizations or other City service and charitable service organizations, which provide a direct service to Monterey Park residents;
 - 3. A long term community business leader who has served the Community through his/her financial or voluntary efforts to one or more service and charitable service organization or non profit organization in the City of Monterey Park for a period of no less than 10 years.
 - 4. An individual, resident or non resident, who has made a significant or cumulative and positive impact on the Community.
- B. The term "served" means that the individual must demonstrate an active role in providing a benefit to the Monterey Park Community, in addition to service to City service and charitable service organizations.
- C. Special consideration without regard to the above mentioned qualifications, should be given to an individual, resident or non resident, who has deceased while performing service to our community.

SECTION III

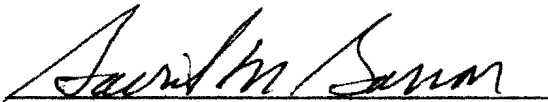
NOMINATION PROCESS

- A. Nominations to be submitted, accepted and considered only one time per year. No limit as to the number of years nominated. No limits imposed on the nomination committee as to how many individuals are recommended each year.
- B. Interested parties will be required to fill out an application which will require detailed justification for consideration, provide a picture and other suitable materials deemed necessary. In order to further determine merit, and to add significance to the prestige of the memorial, any individual whose name is put forth should be supported by at least three letters of reference by community members indicating the contribution made and significance, in their opinion.
- C. A nomination committee consisting of 5 members from the two Commissions, 3 Historical Heritage and 2 Recreation and Parks, shall be assigned to review the application and consider the qualifications.
- D. The time period for nominations are in February, with a selection and ceremony to be held in May, close to the anniversary of the City's incorporation.

PASSED AND APPROVED AND ADOPTED this 15th day of March, 2000.


Rita Valenzuela, Mayor
City of Monterey Park
California

ATTEST:

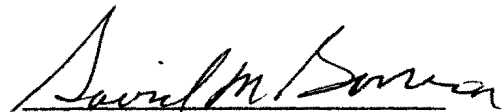

David M. Barron, City Clerk
City of Monterey Park,
California

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

I, David Barron, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No.10485 Was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 15 day of March , 2000, by the following vote:

AYES:	COUNCILMEMBERS:	CHU, BALDERRAMA, ALONSO, VENTI, VALENZUELA
NAES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE
ABSTAIN:	COUNCILMEMBERS:	NONE

Dated this 15th day of March , 2000.


David M. Barron, City Clerk
City of Monterey Park
California

RESOLUTION NO. 11484

A RESOLUTION AMENDING RESOLUTION NO. 10485 REGULATING THE PROCEDURES FOR NOMINATIONS AND ERECTING TREE MEMORIALS.

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

SECTION 1: The City Council finds as follows:

- A. In 2000, the Monterey Park City Council adopted a resolution to honor community members whose contributions have made a significant impact on the City of Monterey Park by establishing a Tree Memorial Program, and
- B. The City Council believes the display of the these trees and plaques enhances City facilities and inspires citizens to contribute to their community; and
- C. It is in the public interest for persons recognized with a Tree Memorial to be so honored without the need for paying a fee.

SECTION 2: *Amendments.* Resolution No. 10485 is amended as follows:

- A. Section 1 is amended in its entirety to read as follows: "Plaques to be consistent with plaques that are existing in front of City Hall. Similar existing trees at Garvey Ranch Park will be used."
- B. Subsection A of Section 3 is amended in its entirety to read as follows: "Nominations may be submitted, accepted, and considered only once per year. There is no limit to the number of years in which a person may be nominated. Only three nominations will be recommended to the City Council per year. A person may only receive this honor once."

SECTION 3: *City Manager Authorization.* The city manager is authorized to promulgate administrative policies and procedures to implement and facilitate the directives set forth in this Resolution.

SECTION 4: This Resolution will become effective immediately upon adoption and will remain effective unless superseded or repealed.

PASSED AND ADOPTED this 2nd day of May, 2012.



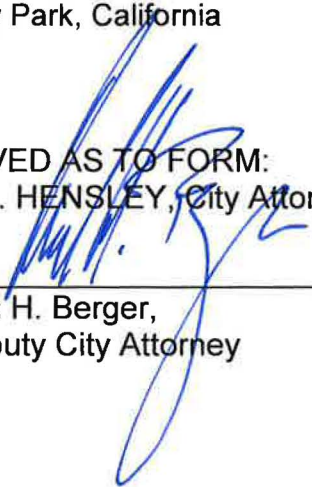
David Lau, Mayor
Monterey Park, California

ATTEST:



David Barron, CMC, City Clerk
Monterey Park, California

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: 

Karl H. Berger,
Deputy City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF MONTEREY PARK)

I, DAVID M. BARRON, CMC, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 11484 was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 2nd day of May, 2012, by the following vote:

Ayes:	Council Members: Chu, Wong, Real Sebastian, Ing, Lau
Naes:	Council Members: None
Absent:	Council Members: None
Abstain:	Council Members: None

Dated this 2nd day of May 2012.



David Barron, CMC, City Clerk
Monterey Park, California



City Council Staff Report

DATE: October 20, 2021

AGENDA ITEM NO: Public Hearing
Agenda Item 4A

TO: The Honorable Mayor and City Council
FROM: Vincent D. Chang, City Clerk
SUBJECT: Public Hearing to receive testimony regarding redrawing council district boundaries pursuant to Elections Code § 21601.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Conducting a Public Hearing to receive testimony on redrawing council district boundaries pursuant to Elections Code § 21601;
2. Providing direction regarding whether to choose Option A – to accept the existing council district map **OR** Option B - redrawing of council district boundaries pursuant to Elections Code § 21601; and
3. Receiving and filing the mayoral rotation schedule or provide direction regarding the mayoral schedule; and
4. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In 2019, the City transitioned to district-based elections. In accordance with the Fair and Inclusive Redistricting for Municipalities and Political Subdivisions (FAIR MAPS) Act (Elections Code § 21601-21609), following the federal decennial census every ten years, districts boundaries must be redrawn so that each district is substantially equal in population. It is important in ensuring that each City Councilmember represents about the same number of constituents. The maps must meet certain requirements and has a total deviation of less than 10% difference.

The U.S. Census Bureau released the 2020 Census data on August 12, 2021, and the Statewide Database adjusted its dataset and released its Adjusted Census data on September 22, 2021. Demographer, National Demographics Corporation (NDC) performed the “Still Balance Analysis” and finds that the existing district map meet the FAIR MAPS Act criteria with a deviation of 2.84%.

The City Council may choose to adopt the existing district map after having the statutory hearings and that will conclude the redistricting process or choose to redraw the election areas or districts if it desires to do so. The City Council held the first public hearing on

July 21, 2021. This is the second public hearing. The City Council will need to schedule two additional public hearings to meet the statutory requirement of four public hearings.

BACKGROUND:

Following each decennial federal census, the City Council must adopt boundaries for all council districts so that the districts will be substantially equal in population. According to the FAIR MAPS Act, districts must meet the following requirements:

District Map Criteria

- Comply with federal requirements of equal population and the Voting Rights Act
- Areas that are 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 four public hearings, one pre-draft maps hearing, two post-draft maps hearings, and one additional pre/post-draft maps hearing.
- Post-draft maps hearings must be held after a 21-day (waiting period) following the release of the State-Adjusted census data.
- Hearings must start at a fixed time or after completion of previous agenda item.
- At least one hearing must be held after 6:00 p.m. or on the weekend.

Notices

- Dedicated webpage (www.MontereyPark.ca.gov/Redistricting2021) 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 posted online five days in advance.
- All materials related to the redistricting must be kept online until 2031.

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 may subscribe to receive notices about public meetings.

- Post information on redistricting and comment process online including applicable non-English languages in accordance with the Secretary of State's determination of Chinese and Spanish as the required languages.

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 five days before the hearings.

Timeline for Submittal of Adopted Map

- 205 days before the next regular election. Los Angeles County's deadline for submittal of final map for November 8, 2022, election is May 12, 2022.

Next Steps and Tentative Timelines

- NDC performed the analysis using the 2020 census data and the State of California's adjusted data. The findings conclude that the existing map remains population balanced and is in compliance with the FAIR MAPS requirements. The City Council has the option to accept the existing map (Option A) or proceed to redraw the election areas (Option B).

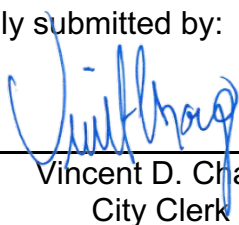
Option A Adoption of the Existing Map	Option B Redraw Council District Map
Open the public hearing and seek public input.	Open the public hearing and seek public input.
Discuss the benefits of adopting the existing map.	Discussion the benefits of drawing new maps.
Provide direction to amend the existing map with minor changes or no changes.	Provide direction with guidelines and make available the "Public Participation Kit" (blank maps for drawing new boundaries) for an additional cost of \$3,000.
3 rd public hearing scheduled for November 17, 2021, to seek public input and to make additional amendments, if needed.	3 rd public hearing scheduled for December 1, 2021, to seek public input and review proposed maps.
4 th public hearing scheduled for December 1, 2021, to introduce first reading of an ordinance for adoption of the final map. Final map posted on the City's website seven days prior to adoption.	4 th public hearing scheduled for January 19, 2022, to introduce the first reading for adoption of the ordinance and the final map. Final map posted on the City's website seven days prior to adoption.
December 22, 2021, adoption of the ordinance and the final map.	February 2, 2022, meeting for adoption of the ordinance and the final map.

The above options are an overview of the process and tentative timeline. The City Council has the option to schedule additional public hearings, if needed. However, the final adopted map must be submitted to the Los Angeles County by May 12, 2022, for the November 8, 2022, election.

FISCAL IMPACT:

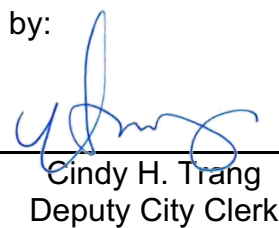
The costs of redistricting process of \$55,000 have been appropriated in the FY 21-22 budget. If Option B is selected, there is a \$3,000 cost for the Public Participation Kit that has been appropriated in the FY 21-22 budget.

Respectfully submitted by:



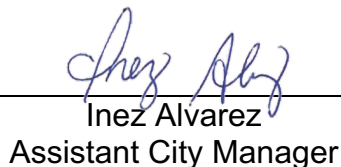
Vincent D. Chang
City Clerk

Prepared by:



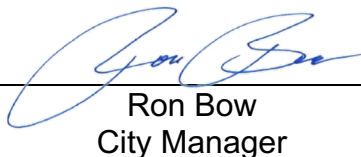
Cindy H. Trang
Deputy City Clerk

Reviewed by:



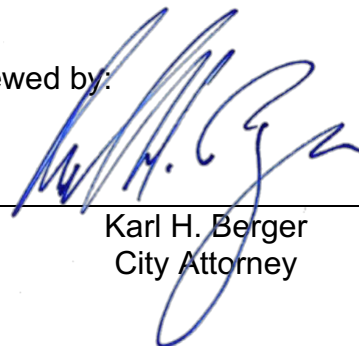
Inez Alvarez
Assistant City Manager

Reviewed by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. 2020 Adjusted Census Data
2. Summary Public Comments from the July 21, 2021, Council Meeting
3. July 7, 2021 City Council Staff Report (without attachments)
4. Mayoral Rotation Schedule

ATTACHMENT 1
2020 Adjusted Census Data

Monterey Park - Current Districts (2020 Adjusted)							
District		1	2	3	4	5	Total
2020	2020 Census (Raw)	12,412	12,116	12,084	12,432	12,211	61,255
	Deviation from ideal	161	-135	-167	181	-40	348
	% Deviation	1.31%	-1.10%	-1.36%	1.48%	-0.33%	2.84%
2020 Total Pop	% Hisp	18%	24%	56%	16%	24%	28%
	% NH White	3%	6%	3%	3%	4%	4%
	% NH Black	1%	1%	1%	1%	1%	1%
	% Asian-American	77%	68%	39%	79%	71%	67%
	Total	7,846	8,287	8,647	6,562	7,508	38,850
Citizen Voting Age Pop	% Hisp	17%	22%	53%	28%	23%	29%
	% NH White	5%	8%	4%	4%	6%	5%
	% NH Black	0%	1%	0%	1%	0%	1%
	% Asian/Pac.Isl.	78%	69%	43%	67%	70%	65%
	Total	6,511	7,206	7,023	5,211	6,330	32,281
Voter Registration (Nov 2020)	% Latino est.	21%	24%	59%	22%	27%	31%
	% Spanish-Surnamed	19%	22%	54%	20%	25%	29%
	% Asian-Surnamed	59%	54%	26%	57%	52%	49%
	% Filipino-Surnamed	1%	1%	1%	2%	2%	1%
	% NH White est.	17%	19%	12%	16%	16%	16%
	% NH Black	1%	2%	0%	2%	2%	2%
	Total	2,765	3,414	3,358	2,006	2,991	14,534
Voter Turnout (Nov 2018)	% Latino est.	23%	25%	63%	29%	32%	35%
	% Spanish-Surnamed	22%	24%	58%	27%	30%	33%
	% Asian-Surnamed	52%	51%	23%	47%	46%	43%
	% Filipino-Surnamed	1%	1%	1%	2%	2%	1%
	% NH White est.	21%	20%	11%	19%	17%	17%
	% NH Black	1%	2%	1%	2%	2%	1%
	Total	4,523	5,379	5,184	3,516	4,649	23,251
Voter Turnout (Nov 2020)	% Latino est.	22%	24%	60%	24%	28%	32%
	% Spanish-Surnamed	20%	22%	55%	22%	26%	30%
	% Asian-Surnamed	56%	53%	26%	54%	50%	47%
	% Filipino-Surnamed	1%	1%	1%	2%	2%	1%
	% NH White est.	19%	19%	12%	17%	17%	17%
	% NH Black est.	1%	2%	0%	2%	2%	1%
	Total	12,582	11,760	12,693	12,118	11,329	60,482
ACS Pop. Est.	Total	12,582	11,760	12,693	12,118	11,329	60,482
Age	age0-19	18%	18%	21%	20%	18%	19%
	age20-60	51%	54%	52%	54%	50%	52%
	age60plus	31%	29%	27%	27%	32%	29%
Immigration	immigrants	61%	48%	41%	63%	55%	53%
	naturalized	63%	68%	74%	57%	62%	64%
Language spoken at home	english	23%	31%	28%	21%	22%	25%
	spanish	11%	17%	39%	13%	17%	19%
	asian-lang	65%	51%	32%	64%	60%	54%
	other lang	1%	1%	1%	2%	2%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	45%	34%	27%	51%	42%	40%
Education (among those age 25+)	hs-grad	34%	39%	45%	43%	36%	39%
	bachelor	24%	27%	20%	18%	22%	22%
	graduatedegree	12%	11%	8%	7%	9%	9%
Child in Household	child-under18	26%	26%	31%	32%	27%	29%
Pct of Pop. Age 16+	employed	54%	60%	58%	55%	58%	57%
Household Income	income 0-25k	24%	19%	17%	25%	18%	21%
	income 25-50k	18%	18%	21%	23%	25%	21%
	income 50-75k	16%	18%	17%	16%	16%	17%
	income 75-200k	34%	34%	38%	29%	28%	33%
	income 200k-plus	8%	11%	7%	6%	13%	9%
Housing Stats	single family	62%	69%	75%	54%	73%	67%
	multi-family	38%	31%	25%	46%	27%	33%
	rented	52%	40%	40%	63%	45%	48%
	owned	48%	60%	60%	37%	55%	52%
Total population data from the California adjustment to the 2020 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							

ATTACHMENT 2

Summary Public Comments from the July 21, 2021, Council Meeting

July 21, 2021 Public Hearing #1

Bill Lam, resident, encouraged the City Council to consider hosting workshops, including some weekend workshops, for those unable to attend the council meetings. He expressed concerns about the boundary lines in the northern section of the city and recommended changing from 3 districts to 2 districts citing that the Sierra Vista neighborhood is a key area which is divided with the current map.

ATTACHMENT 3

July 7, 2021 City Council Staff Report (without attachments)



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.

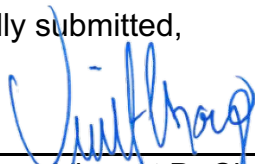
The City's voting records show that November elections typically have greater voter turnout and participation. For example, the November 3, 2020 election recorded a 74.56% voter turnout in comparison to the March 3, 2020 election, at just 36.32%. As the Elections Official, City Clerk Chang recommends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

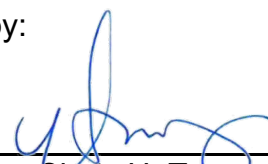
\$12,000 from the General Fund balance will be required to satisfy the noticing requirement.

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:



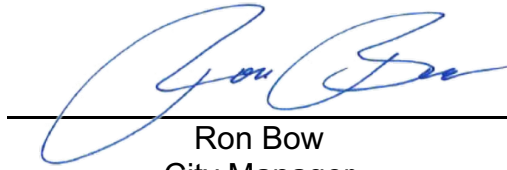
Martha Garcia
Director of Management
Services

Reviewed by:



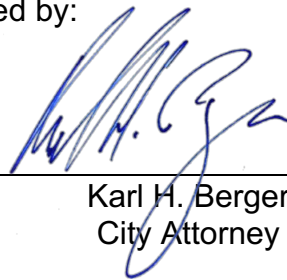
Inez Alvarez
Assistant City Manager

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 4

Mayoral Rotation Schedule

**Mayoral Rotation
November Elections**

Previous mayor term ended 5/4/2020

Mayoral Duration	Beginning Date	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)	Hans 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