



City Council of Monterey Park
The City Council Acting on Behalf of the Successor Agency of the Former Redevelopment Agency, the Housing Authority, the Monterey Park Financing Authority and the Monterey Park Geologic Hazard Abatement District Agenda

Regular Meeting
Monterey Park City Hall Council Chambers
320 West Newmark Avenue, Monterey Park, CA 91754

Wednesday, November 19, 2025
6:30 PM

Mission Statement

The mission of the City of Monterey Park is to provide excellent service, foster growth and opportunity, and create a joyous and collaborative environment.

Land Acknowledgment

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

General Information

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

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

Public Participation

You may speak up to 5 minutes on an/each Agenda item and 5 minutes total for Consent Calendar. The Mayor and City Council may change the amount of time allowed for speakers. Written Communication will be accepted up to 24 hours before the meeting by completing an online form at www.montereypark.ca.gov/writtencomm.

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.

Live Translation:

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1



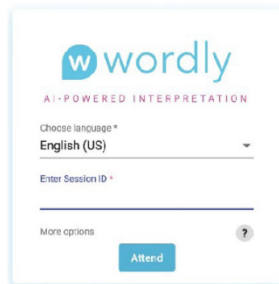
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el audio

1. Call to Order

Mayor

2. Flag Salute

The Monterey Park Police Explorers

3. Roll Call

Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Elizabeth Yang

4. Agenda Revisions and Additions

5. Public Communications

6. Staff Communications

7. Presentation

7.A. Happy Day Preschool Recognition

7.B. Monterey Park Chamber of Commerce Presentation

8. Old Business

9. Consent Calendar

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

9.A. Resolution Adopting the Recognized Obligation Payment Schedule and Administrative Budget for July 1, 2026 – June 30, 2027

It is recommended that the City Council consider:

1. Adopting a resolution approving the Recognized Obligation Payment Schedule (ROPS 26-27 A&B) for the period between July 1, 2026 – June 30, 2027;
2. Approving the Successor Agency Administrative Budget for July 1, 2026 – June 30, 2027;
3. Directing the City Manager, or designee, to post and transmit the ROPS and Administrative Budget to the appropriate public agencies; and
4. Taking such additional, related, action that may be desirable.

9.B. Receive and File Development Impact Fees Annual Report for Fiscal Year 2024-2025

It is recommended that the City Council consider:

1. Receiving and filing the Annual Report on Development Impact Fees for Fiscal Year 2024-2025; and
2. Taking such additional, related, action that may be desirable.

9.C. Second Amendment to Agreement No. 2306-A Between the City of Monterey Park and Adminsure, Inc.

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an amendment to agreement No. 2306-A with Adminsure, Inc. in a form approved by the City Attorney, to provide Third Party Administration services for the City Workers' Compensation and General Liability programs; or
2. Taking such additional, related, action that may be desirable.

9.D. Legal Agreement with WS Law, APC

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a standard legal retainer with WS Law, APC, in a form approved by the City Attorney, for on-call workers' compensation legal services; and
2. Taking such additional, related, action that may be desirable.

9.E. Armored Rescue Vehicle Agreement with Lenco Industries, Inc.

It is recommended that the City Council consider:

1. Waiving bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050(4), and authorize the City Manager to execute an agreement with Lenco Industries Inc., in a form approved by the City Attorney, to purchase a Lenco G2 Bearcat armored vehicle for the amount of \$356,146.64.
2. Authorizing the City Manager to approve change orders up to \$13,853.36.
3. Authorizing the City Manager, or designee, to appropriate asset forfeiture funds in Fiscal Year 2025-2026 in the amount of \$400,000 to the Police Department Budget.
4. Taking such additional, related, action that may be desirable.

9.F. 1st-Riggin-Potrero Grande Corridor Project MAT Cycle 1 Active Transportation Corridors Program and Potrero Grande Drive Improvements Project – Award of Contracts

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract with Sequel Contractors, Inc., in a form approved by the City Attorney, in the amount of \$7,732,290 for the 1st-Riggin-Potrero Grande Corridor Project MAT Cycle 1 Active Transportation Corridors Program and Potrero Grande Drive Improvements Project (the "Project");
2. Authorizing the Director of Public Works to approve change orders and contingency up to \$773,229 (10%) of the contract amount, for a total project cost of \$8,505,519; and
3. Authorizing the City Manager to enter into a Professional Services agreement with Transtech Engineers, Inc. in the amount of \$303,700 for construction management and inspections services; and
4. Authorizing the City Manager to enter into a Professional Services agreement with Terracon Consultants, Inc. in the amount of \$77,905 for geotechnical and testing services; and
5. Authorizing the City Manager to enter into a Professional Services agreement with Avant-Garde Corporation in the amount of \$56,950 for labor compliance and funding administration services;
6. Appropriating \$1,886,927.10 from committed economic development funds "Fund 101" to the fiscal year 2025-26 budget; and
7. Taking such additional, related, action that may be desirable.

9.G. Amendment to Agreement No. 2500-A, and agreement with SA Associates concerning the Garvey Sewer Improvements Project

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute the First Amendment to Agreement No. 2500-A with GRBCON, Inc., in a form approved by the City Attorney, to increase the contract amount by \$60,362 bringing the total contract value to \$1,845,415, plus \$184,541 contingency; and
2. Authorizing the City Manager to execute an agreement in a form approved by the City Attorney, with SA Associates, for a not to exceed amount of \$80,000 for construction management and construction inspection services; and
3. Taking such additional, related, action that may be desirable.

9.H. Transgender Day of Remembrance Resolution (As Requested by Mayor Pro Tem Lo)

It is recommended that the City Council consider:

1. Approving the attached resolution; and
2. Taking such additional, related, action that may be desirable.

10. Public Hearing

10.A. A public hearing to consider approval of the construction of a 247,480-square-foot data center and associated improvements located at 1977 Saturn Avenue, (Assessor's Parcel Number 5265-026-054) ("Subject Property")

It is recommended that the City Council consider:

1. Opening the public hearing and taking testimonial and documentary evidence;
2. After closing the public hearing and considering the evidence received during the public hearing, introduce and waive first reading of an Ordinance activating the Business Recovery Development Agreement Zone ("BRDZ"), approving Development Agreement No. 24-02 ("DA-24-02") and site development plan (DRB-24-040) for the construction of a data center, and adopting a Mitigated Negative Declaration ("MND") (State Clearing House Number 2024101397);
3. Taking such additional, related, action that may be desirable.

11. New Business

12. City Communications (City Council) / Future Agenda Items

13. Closed Session (if Required; City Attorney to Announce)

14. Adjournment



City Council Staff Report

Date: November 19, 2025
Agenda Item Number: 9.A.

To: The Honorable Mayor and City Council
From: Martha Garcia, Director of Finance
Subject: Resolution Adopting the Recognized Obligation Payment Schedule and Administrative Budget for July 1, 2026 – June 30, 2027

Recommendation:

It is recommended that the City Council consider:

1. Adopting a resolution approving the Recognized Obligation Payment Schedule (ROPS 26-27 A&B) for the period between July 1, 2026 – June 30, 2027;
2. Approving the Successor Agency Administrative Budget for July 1, 2026 – June 30, 2027;
3. Directing the City Manager, or designee, to post and transmit the ROPS and Administrative Budget to the appropriate public agencies; and
4. Taking such additional, related, action that may be desirable.

Executive Summary:

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

The ROPS must be prepared for a 12 month period. the Director of Finance requests that the City Council, acting on behalf of the SA for the former Monterey Park Redevelopment Agency, consider and adopt the ROPS 26-27 A&B and the related administrative budget for the period covering July 1, 2026 – June 30, 2027.

Background:

ROPS 26-27 A&B has no new line items and requests an amount of \$1,637,404 including an administrative budget of \$190,000 for the period of July 1, 2026 through June 30, 2027.

To meet the deadlines for disbursement of funds from the County of Los Angeles, both the SA and the OB must approve the ROPS and submit it to the Department of Finance by January

31, 2026.

The First District Consolidated Oversight Board is scheduled on January 12, 2026, to review the ROPS as well as the administrative budget after the SA's approval. The deadline for the Successor Agency to the First District Consolidated Oversight Board is December 15, 2025.

Strategic Plan Goal:

This action falls under strategic plan goal number 2, "Maintain Stability of our City's Fiscal and Human Resources." This is accomplished by preparing the ROPS and meeting the deadlines for disbursement of funds from the County of Los Angeles.

Fiscal Impact:

All monies received from the request made on the ROPS go into the account of the Successor Agency for obligations of the former Redevelopment Agency.

Attachments:

1. Resolution ROPS 26-27 A&B

ATTACHMENT 1

Resolution ROPS 26-27 A&B

RESOLUTION NO. SA- ____

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

The City Council, acting on behalf of the Successor Agency to the Monterey Park Redevelopment Agency ("Successor Agency"), does resolve as follows:

SECTION 1: The City council finds and declares that:

- A. On June 29, 2011, AB 1X 26 and AB 1 X 27 became effective, requiring that each redevelopment agency within California be dissolved unless the community that created it enacts an ordinance committing it to making certain payments;
- B. On December 29, 2011, the California Supreme Court issued a decision in *California Redevelopment Association v. Matosantos* (2011) 53 Cal. 4th 231 largely upholding AB 1 X 26, invalidating AB 1X 27 as unconstitutional, and holding that AB 1X 26 may be severed from AB 1X 27 and enforced independently;
- C. As a result of the Supreme Court's decision, the Monterey Park Redevelopment Agency (the "redevelopment agency"), created pursuant to the Community Redevelopment Law, was dissolved pursuant to AB 1X 26 on February 1, 2012;
- D. By its Resolution No. 11455 adopted on January 11, 2012, the City Council of the City of Monterey Park chose to act as the successor agency for the Redevelopment Agency (the "Successor Agency"); and
- E. In adopting this Resolution, the City Council acting on behalf of the Successor Agency approves the Recognized Obligation Payment Schedule (designated as ROPS 26-27 A&B by the California Department of Finance) on behalf of the Successor Agency for the period from July 1, 2026 through June 30, 2027.

SECTION 2: *Recognized Obligation Payment Schedules.* The City Council acting on behalf of the Successor Agency adopts the:

- 1. ROPS 26-27 A&B attached as Exhibit "A" and incorporated by reference; and
- 2. Administrative Budget attached as Exhibit "B" and incorporated by reference.

SECTION 3: Authorization. The City Manager, or designee, is authorized and directed, jointly and severally, to implement this Resolution including, without limitation, providing documents associated with the ROPS 26-27 A&B to the Oversight Board, City Council, Department of Finance, county Controller and (if applicable) State Controller. The City Manager, or designee, is the official whom the Department of Finance may make requests for review in connection with the ROPS 26-27 A&B.

SECTION 4: Amendment. The ROPS may be amended from time-to-time at any public meeting of the City Council acting on behalf of the Successor Agency.

SECTION 5: Environmental Determination. This Resolution is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 2100, et seq., “CEQA”) and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.) because it establishes rules and procedures to implement government funding mechanisms; does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this Resolution does not constitute a “project” that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

SECTION 6: Reliance on Record. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Successor Agency and applicable law. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7: Summaries of Information. All summaries of information in the findings, which precede this Section, are based on the substantial evidence in the record including, without limitation, verbal and documentary evidence submitted to the Successor Agency. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 8: Electronic Signatures. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 9: The Secretary is directed to certify the adoption of this Resolution; record this Resolution in the book of the SA’s original resolutions; and make a minute of the adoption of the resolution in the Successor Agency’s records and the minutes of this meeting.

SECTION 10: Effective Date. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED, AND ADOPTED this 19th day of November 2025.

Elizabeth Yang, Mayor

ATTEST:

Maychelle Yee, City Clerk

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

Justin A. Tamayo, Assistant City Attorney

Attachments

Exhibit A— ROPS 26-27 A&B

Exhibit B— Administrative Budget

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

I, Maychelle Yee, hereby certify that the above foregoing Resolution No. SA-____
was duly passed and adopted by the City Council acting on behalf of the Successor Agency
to the former Redevelopment Agency at a regular meeting held on the 19th day of
November, 2025 by the following vote:

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

Dated this 19th day of November, 2025

Maychelle Yee, City Clerk
Monterey Park, California

Monterey Park
ROPS 2026-27 Annual

Requested Funding for Obligations		26-27A Total	26-27B Total	ROPS Total
A	Obligations Funded as Follows (B+C+D)	0	0	0
B	Bond Proceeds	0	0	0
C	Reserve Balance	0	0	0
D	Other Funds	0	0	0
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	1,143,858	493,546	1,637,404
F	RPTTF	1,048,858	398,546	1,447,404
G	Administrative RPTTF	95,000	95,000	190,000
H	Current Period Obligations (A+E)	1,143,858	493,546	1,637,404

Monterey Park ROPS 2026-27 Annual								
Item #	Obligation Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Total Outstanding Obligation	Total Requested Funding
1	Successor Agency Administration Costs	Admin Costs	1/1/2014	7/12/2034	Successor Agency	Successor Agency Administration Costs - labor and overhead	35,326,622	190,000
28	Housing Fund Repayment of SERAF Loan	LMIHF Loans	8/4/2010	6/30/2030	Housing Successor Agency	Housing Fund Repayment of SERAF Loan	552,980	137,342
31	Atlantic-Garvey Tax Allocation Refunding Bonds, 2013A	Bonds Issued On or Before 12/31/10	12/24/2013	9/1/2026	US Bank	Bonds issued to advance refund the 2002 Tax Allocation Bonds	654,953	654,953
32	Trustee Fees for Merged Tax Allocation Refunding Bonds, 2013B	Bonds Issued On or Before 12/31/10	12/24/2013	9/1/2028	US Bank	Fees for Trustee of Refunding Bonds	19,250	1,000
33	Trustee Fees for Atlantic-Garvey Tax Allocation Refunding Bonds, 2013A	Bonds Issued On or Before 12/31/10	12/24/2013	9/1/2026	US Bank	Fees for Trustee of Refunding Bonds	20,620	1,000
36	Merged Tax Allocation Refunding Bonds, 2013B	Bonds Issued After 12/31/10	12/24/2013	9/1/2028	US Bank	Bonds issued to advance refund the 1998 Tax Allocation Bonds	1,631,984	653,109
								1,637,404

Monterey Park Recognized Obligation Payment Schedule (ROPS 26-27) - Report of Cash Balances
July 1, 2023 through June 30, 2024
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips](#).

A	B	C	D	E	F	G	H
	ROPS 23-24 Cash Balances (07/01/23 - 06/30/24)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/23) RPTTF amount should exclude "A" period distribution amount					0	
2	Revenue/Income (Actual 06/30/24) RPTTF amount should tie to the ROPS 23-24 total distribution from the County Auditor-Controller					2,366,056	
3	Expenditures for ROPS 23-24 Enforceable Obligations (Actual 06/30/24)					2,366,056	
4	Retention of Available Cash Balance (Actual 06/30/24) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	ROPS 23-24 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 23-24 PPA form submitted to the CAC	No entry required					
6	Ending Actual Available Cash Balance (06/30/24) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	

City of Monterey Park
Successor Agency Administrative Costs
7/1/2026 - 6/30/2027
ROPS Item # 1

Name	Source of Payment	ROPS 26-27 A&B 12-Month Period Total
<i>Successor Agency</i>		
Direct Project Management Cost		
Salaries:	RPTTF	
ROPS documents preparation, filing, audits and other misc.		40,000
Accountant		
Finance Manager		
Director of Finance		
Agreements, resolutions, meetings	RPTTF	50,000
Administrative Secretary		
Finance Manager		
Director of Finance		
City Clerk		
City Attorney		
City Manager		
<i>Total Direct Project Management Cost</i>		90,000
Administrative Cost		
Insurance and Benefits	RPTTF	22,000
OPEB Obligations, Pension Charges	RPTTF	12,000
Office Supplies (paper/toners/ink)	RPTTF	1,000
Postage / Messenger Service / Telephone	RPTTF	1,000
Legal Services	RPTTF	5,000
SA Audit and Annual Financial Statement (The Pun Group, etc)	RPTTF	22,000
Other Professional Contracted Services, Technology Charges (HdL		
Property Tax Service, etc)	RPTTF	32,000
Printing / Copying / Duplicating Equipment Rental / Other Misc	RPTTF	5,000
<i>Total Administrative Cost</i>		100,000
<i>Total Direct and Administrative Cost</i>		\$ 190,000



City Council Staff Report

Date: November 19, 2025
Agenda Item Number: 9.B.

To: The Honorable Mayor and City Council
From: Laura Borjon, Finance Manager
Subject: Receive and File Development Impact Fees Annual Report for Fiscal Year 2024-2025

Recommendation:

It is recommended that the City Council consider:

1. Receiving and filing the Annual Report on Development Impact Fees for Fiscal Year 2024-2025; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

Government Code § 66006 requires cities to report annually on the status of Development Impact Fees, including the collection of revenue and expenditures of these funds. The report attached as Attachment 1 and incorporated by reference summarizes the required financial information for Fiscal Year 2024-2025.

Background:

The Government Code contains certain procedural requirements that apply to the collection of development impact fees and the expenditure of these revenues. Government Code §66006 specifies accountability and annual reporting requirements pertaining to development impact fees. Specifically, cities must report the following annually, within 180 days of the end of the fiscal year:

1. A description of the fee type in the account;
2. The amount of the fee;
3. Beginning and ending balances;
4. The amount of fees collected and the interest earned;
5. Identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
6. Identification of an approximate date by which the construction of the public improvement will commence if the city determines that sufficient funds have been

collected to complete financing on an incomplete public improvement and the public improvement remains incomplete;

7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the interest rate that the account or fund will receive on the loan;
8. The amount of refunds made and any allocations pursuant to Government Code § 66001(f).

The attached report presents a review only of the development impact fee activity, by account, for the fiscal year. It does not include any recommendations for any fee changes.

Strategic Plan Goal:

This action falls under strategic plan goal number 2, "Maintain Stability of our City's Fiscal and Human Resources." This is accomplished by the monitoring of the Development Impact Fees.

Fiscal Impact:

There is no fiscal impact to receive and file the Annual Report on Development Impact Fees for Fiscal Year 2024-2025. The Fund balances as of June 30, 2025, are included in Attachment 1.

Attachments:

1. Development Impact Fees Annual Report Fiscal Year 2024-2025

ATTACHMENT 1
Development Impact Fees Annual Report
Fiscal Year 2024-2025



Development Impact Fees Annual Report Fiscal Year 2024-2025

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SUMMARY

Pursuant to Chapter 3.110 of the Monterey Park Municipal Code ("MPMC") and Government Code Section 66006, et seq. (the Mitigation Fee Act), local agencies are authorized to condition approval of development projects on the payment of development impact fees for the purpose of defraying all or a portion of the cost of public facilities related to the development project. Any local agency that imposes a development impact fee is required to make available to the public a summary of each mitigation fee account on an annual basis. At this time, the City imposes nine types of development impact fees on development projects: (1) Law enforcement; (2) Fire suppression/medic; (3) Public meeting facilities; (4) Library facilities and collection; (5) Water distribution; (6) Sewer collection; (7) Aquatics facilities; (8) Park land and improvements; (9) Circulation.

BACKGROUND

The Mitigation Fee Act, regulates the means by which public agencies collect, maintain, and spend development impact fees imposed on development projects. The regulations include specific requirements pertaining to governmental accounting, spending, and annual reporting of development impact fees. Each year, within the first 180 days following the previous fiscal year, the City is required to make available to the public a summary of each mitigation fee account ("Annual Report").

TABLE OF DISCLOSURE REQUIREMENTS

The City imposes nine types of development impact fees on development projects. The City records the nine fees in five funds: (1) Circulation; (2) Law enforcement and Fire suppression/medic; (3) Facilities (library, public meeting, and aquatics) and Park land and improvement; (4) Water distribution; and (5) Sewer collection. Accordingly, as required in the Mitigation Fee Act, the City must make an Annual Report which includes:

Government Code Section	Requirement
66006 (b) (A)	A brief description of the type of fee in the account or fund.
66006 (b) (B)	The amount of the fee.
66006 (b) (C)	The beginning and ending balance of the account or fund.
66006 (b) (D)	The amount of the fees collected and interest earned.
66006 (b) (E)	Identification of each public improvement on which fees were expended and the total amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees
66006 (b) (F)	An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, and the public improvement remains incomplete.
66006 (b) (G)	A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan
66006 (b) (H)	The amount of any refunds made pursuant to Government Code Section 66001(e) and the amount of any allocations pursuant to Government Code Section 66001(f).

Furthermore, Government Code Section 66008 provides that a local agency must expend a fee for public improvements solely and exclusively for the purpose for which it is collected. The fee may not be levied,

collected, or imposed for general revenue purposes nor may it be comingled with any other account (see, MPMC section 3.110.070).

DESCRIPTION OF IMPACT FEE

The City of Monterey Park has established the following Impact Fees:

- Circulation
- Law Enforcement
- Fire Suppression/Medic
- Park Land and Improvement
- Library
- Public Meeting Facilities
- Aquatics
- Water Distribution
- Sewer Collection

Pursuant to MPMC Chapter 3.110, these impact fees were established to pay for the design, development and construction of public improvement projects for: streets; public facilities; parks; law enforcement facilities, vehicles, equipment; Fire suppression facilities and fire equipment; water system and sewer collection infrastructure.

AMOUNTS CHARGED BY THE CITY FOR IMPACT FEES

	Circulation	Police	Fire	Parks Land	Library	Public Meeting Facilities	Aquatics	Water Distribution	Sewer Collection
Residential (by dwelling unit)									
Detached Dwelling Units	\$1,791	\$526	\$640	\$3,677	\$191	\$1,660	\$732	\$2,786	\$385
Attached Dwelling Units	\$1,129	\$503	\$418	\$3,730	\$194	\$1,684	\$743	\$2,570	\$356
Commercial Lodging Units	\$942	\$191	\$381	\$17	\$0	\$0	\$0	\$1,672	\$231
Non-Residential (by square foot)									
Retail/ Services/ Office Uses	\$3.22	\$0.37	\$0.35	\$0.06	\$0	\$0	\$0	\$0.77	\$0.14
Manufacturing/ Industrial Uses	\$1.31	\$0.05	\$0.02	\$0.03	\$0	\$0	\$0	\$0.39	\$0.07
Institutional Uses	\$0.88	\$0.07	\$0.05	\$0.16	\$0	\$0	\$0	\$0.53	\$0.10

STATUS OF FUNDS:

The following is the status of funds as of June 30, 2025 for activity from 7/1/2024-6/30/2025:

	Fund 204 Circulation	Fund 205 Law Enforcement & Fire Suppression /Medic	Fund 231 Facilities, Park Land and Improvements	Fund 409 Water Distribution	Fund 419 Sewer Collection
Fund Balance as of 6/30/2024	\$648,981	\$0	\$1,150,135	\$825,785	\$84,272
Fees Collected	\$135,821	\$96,665	\$295,061	\$245,919	\$34,020
Interest Earned	\$35,273	\$0	\$62,695	\$46,250	\$5,182
Expenditures	\$0	\$96,665	\$345,461	\$0	\$0
Interfund Loans & Transfers per CGC 66001	\$0	\$0	\$0	\$0	\$0
Refunds per CGC 66001	\$0	\$0	\$0	\$0	\$0
Fund Balance as of 6/30/2025	\$820,075	\$0	\$1,162,430	\$1,117,954	\$123,474

EXPENDITURE AND BUDGET ALLOCATIONS, AND PROJECT STATUS

Circulation Fees Expenditures:

There were no expenditures in FY2024-2025 and no budget allocations for FY2025-2026.

Law Enforcement and Fire Suppression/Medic Expenditures:

Description	FY2024-2025 Expenditures	FY2025-2026 Budget Allocation
Contracted Services	\$96,665	\$0

Facilities (Park, Library, Public and Aquatics) Expenditures and Allocation:

CIP	Description	FY2024-2025 Expenditures	FY2025-2026 Budget Allocation
N/A	Grounds Maintenance	\$56,000	\$0
95011	Library Story Room & Stained Glass	\$6,048	\$0
95013	Barnes Park Gym Restroom Upgrades	\$228,052	\$0
95014	Langley Restroom Upgrades	\$15,361	\$0
95054	Cascades Epoxy	\$0	\$35,000
95056	Elder Gym & Langley Office Floor	\$0	\$50,000
95057	Sierra Vista Park Playground	\$0	\$500,000
95058	Barnes Park Gym Painting	\$0	\$150,000

City of Monterey Park
Development Impact Fees Annual Report
Fiscal Year 2024-2025
November 19, 2025

95059	Library Carpet Replacement	\$0	\$466,000
N/A	Operating Supplies	\$0	\$56,000
N/A	Contracted Services	\$40,000	\$0
TOTAL		\$345,461	\$1,536,000

Status of Facilities (Park, Library, Pubic and Aquatics) Projects:

CIP	Project Name	Total DIF Expenditures at 6/30/2025	Total Other Funds Expenditures at 6/30/2025	Total Project Expenditures at 6/30/2025	DIF Percent of Total	Status
95011	Library Story Room Expansion	\$26,018	\$0	\$26,018	100.00%	Ongoing
95013	Barnes Park Gym Restroom	\$251,141	\$0	\$251,141	100.00%	Completed
95014	Langley Restroom Upgrades	\$29,798	\$0	\$29,798	100.00%	Ongoing

Water Distribution Expenditures and Allocations:

There were no expenditures in FY2024-2025 and no budget allocations for FY2025-2026.

Sewer Collection Expenditures and Allocations:

CIP	Description	FY2024-2025 Expenditures	FY2025-2026 Budget Allocation
86005	Sewer Master Plan	\$1,182	\$23,275
		\$1,182	\$23,275

Sewer Collection Project Status

CIP	Project Name	Total DIF Expenditures at 6/30/2025	Total Other Funds Expenditures at 6/30/2025	Total Project Expenditures at 6/30/2025	DIF Percent of Total	Status
86005	Sewer Master Plan	\$49,137	\$0	\$49,137	100.00%	Ongoing



City Council Staff Report

Date: November 19, 2025
Agenda Item Number: 9.C.

To: The Honorable Mayor and City Council
From: Christine Tomikawa, Human Resources/Risk Management Director
Subject: Second Amendment to Agreement No. 2306-A Between the City of Monterey Park and Adminsure, Inc.

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an amendment to agreement No. 2306-A with Adminsure, Inc. in a form approved by the City Attorney, to provide Third Party Administration services for the City Workers' Compensation and General Liability programs; or
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The City has utilized Adminsure, Inc. for Workers' Compensation Third Party Administrators for many years and in September of 2024 the General Liability program was moved to Adminsure for Third Party Administration. The original agreement was through June 30, 2025 and staff is recommending a second amendment with Adminsure, Inc. be authorized through June 30, 2027.

Background:

Adminsure, Inc. specializes in public sector third party administration (TPA) for Workers' Compensation and General Liability programs. Adminsure continues to provide effective TPA support and Adminsure staff are responsive to City employees. The Workers' Compensation services have a 3% increase each year for the next 2 years. For the General Liability services, there is no increase in the cost per claim and the annual amount is based on the estimated amount over the past year of TPA services. The terms of the amendment are:

- FY 2025-2026: Workers' Compensation services \$171,567 and General Liability estimated at \$25,000 (\$119.00/claim per month)
- FY 2026-2027: Workers' Compensation services \$176,714 and General Liability

estimated at \$25,000 (\$119.00/claim per month)

Staff recommends continuing TPA services with Adminsure and authorizing the amendment.

Strategic Plan Goal:

This action supports the City Council's Strategic Plan Goal of maintaining the stability of the City's Fiscal and Human Resources.

Fiscal Impact:

For FY 2025-2026, the Human Resources and Risk Management Department budget has allocated appropriate funds for the TPA services administration fee. For FY 2026-2027, the Department will budget for the TPA services administration fee.

Attachments:

None



City Council Staff Report

Date: November 19, 2025

Agenda Item Number: 9.D.

To: The Honorable Mayor and City Council
From: Christine Tomikawa, Human Resources/Risk Management Director
Subject: Legal Agreement with WS Law, APC

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a standard legal retainer with WS Law, APC, in a form approved by the City Attorney, for on-call workers' compensation legal services; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The City utilizes special legal counsel for assistance with litigated workers' compensation claims. Danielle Wank from WC Law, APC has worked with public sector workers' compensation claims for over 10 years. Staff recommends City Council authorize the City Manager to execute a standard retainer agreement with WS Law, APC in order to represent the City of Monterey Park for selected workers' compensation claims.

Background:

The City participates in a risk management pool, PRISM, and WC Law, APC has represented other public agencies in the PRISM pool. The attorneys have experience working with the PRISM memoranda of coverage which is beneficial for the City. Danielle Wank brings reputable experience when assisting public agencies by navigating the complexities of the California workers' compensation system. The City currently has two workers' compensation attorney firms assisting with litigated workers' compensation claims and this agreement allows the City another resource for litigated workers' compensation claims. Staff recommends authorizing the City Manager to execute a retainer agreement approved by the City Attorney.

Strategic Plan Goal:

This action supports the City Council's Strategic Plan Goal of maintaining the stability of the City's Fiscal and Human Resources.

Fiscal Impact:

Funds are budgeted in the Risk Management budget for litigated workers' compensation claims.

Attachments:

None



City Council Staff Report

Date: November 19, 2025
Agenda Item Number: 9.E.

To: The Honorable Mayor and City Council
From: Scott Wiese, Police Chief
Subject: Armored Rescue Vehicle Agreement with Lenco Industries, Inc.

Recommendation:

It is recommended that the City Council consider:

1. Waiving bidding requirements pursuant to Monterey Park Municipal Code § 3.20.050(4), and authorize the City Manager to execute an agreement with Lenco Industries Inc., in a form approved by the City Attorney, to purchase a Lenco G2 Bearcat armored vehicle for the amount of \$356,146.64.
2. Authorizing the City Manager to approve change orders up to \$13,853.36.
3. Authorizing the City Manager, or designee, to appropriate asset forfeiture funds in Fiscal Year 2025-2026 in the amount of \$400,000 to the Police Department Budget.
4. Taking such additional, related, action that may be desirable.

Executive Summary:

The Chief of Police ("Chief") is requesting authorization to purchase a new Lenco armored rescue vehicle to replace the Police Department's ("Department") aging armored vehicle, which has reached the end of its service life.

The new BearCat will allow the Department to respond to high-risk incidents such as active shooters, barricaded suspects, and other critical events. In addition to tactical response capabilities, the new vehicle will include modern medical evacuation features designed to protect tactical paramedics during emergency rescues. The armored design allows paramedics to safely enter and operate within dangerous environments, providing life-saving treatment and extraction of injured individuals under ballistic protection. This dual-purpose capability strengthens coordination between law enforcement and fire/EMS and significantly improves survivability during mass casualty or ongoing threat situations.

The total cost of the vehicle will not exceed \$400,000 and will be fully funded through asset forfeiture funds, with no impact on the City's General Fund. The Chief recommends the approval of this purchase to ensure the continued safety and effectiveness of the department's emergency response capabilities.

Background:

In recent years, the increasing frequency of high-risk incidents including active shooter scenarios, barricaded suspects, and violent felony warrant service has emphasized the need for specialized equipment to protect officers, first responders, and civilians. Currently, the Police Department operates an older-model Lenco G1 BearCat, which was donated to the Department by the Los Angeles Police Department after it was decommissioned from LAPD service.

This vehicle, now 22 years old, has served the City during numerous critical incidents. However, it has reached the end of its service life and suffers from chronic mechanical and electrical failures, including a deteriorating electrical system and inoperable emergency lighting. Replacement parts are no longer available, making continued repairs impractical and raising serious concerns about reliability and safety during tactical deployments.

To maintain effective emergency and rescue capabilities, the Department is requesting to replace the aging vehicle with a new Lenco G2 BearCat that incorporates modern upgrades and specialized features. One of the most critical enhancements is its ability to support emergency medical evacuation operations. The vehicle is designed to protect tactical paramedics who respond alongside SWAT officers during high-risk operations. With a ballistically protected interior, the G2 BearCat enables paramedics to safely access and treat injured individuals in dangerous environments, such as during active shooter incidents or scenes with ongoing threats.

The G2 BearCat will be configured with a litter-mount stretcher system and emergency lighting that supports medical care in the field. This dual-purpose capability ensures not only safe transport for officers but also protected access for medical personnel, enhancing survivability for victims who may otherwise be unreachable due to hostile conditions.

The purchase will be made through the GSA Multiple Award Schedule in accordance with federal procurement regulations. This method leverages pre-negotiated pricing and simplifies the acquisition process.

Strategic Plan Goal:

The purchase of the Lenco G2 Bearcat aligns with the City of Monterey Park's Strategic Plan goal:

1. Ensure Public Safety with a Modernized and Community-Oriented Approach

By purchasing the Lenco G2 Bearcat armored vehicle, the Department and Monterey Park Fire Department will strengthen community engagement by enhancing emergency preparedness by obtaining a life-saving vehicle to enhance armored emergency medical rescue.

Fiscal Impact:

The total cost of the Lenco BearCat, including base vehicle, selected configuration options, shipping, and applicable taxes, is \$356,146.64. The estimated cost of retrofitting the Bearcat with emergency radio, enhanced lights, communication equipment, and decals is approximately \$30,000. Adding a contingency amount of \$13,853.36 brings total cost to a not to exceed amount of \$400,000. This purchase will be fully funded through asset forfeiture

funds, which are designated for law enforcement capital purchases that improve public safety and operational readiness. The Department is requesting an appropriation in the amount of \$400,000 from the asset forfeiture funds for Fiscal Year 2025-2026.

Ongoing maintenance and service costs will be included in the City's existing vehicle maintenance budget. The use of asset forfeiture funds complies with all applicable federal and state guidelines.

Attachments:

1. Lenco Armored Vehicle Quote

Staff Report

December 3, 2025

ATTACHMENT 1

Lenco Quote



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

Quotation 111293

Customer Code: MOLCA

Quotation Date: 11/11/25

Lenco Tax ID#: 04-2719777

Page #: 1 of 1

Bill To

Monterey Park Police Department
320 W Newmark
Monterey Park, CA 91754 USA

Ship To

Monterey Park Police Department
320 W Newark
Monterey Park, CA 91754 USA

Payment Terms	Shipping Terms	Ship Via
Net 30 Days	FOB: Destination	Common Carrier
Estimated Completion	Lenco Contact	Inspection & Acceptance
18 Months (+ or -) ARO	Jim Massery	At Lenco's Facility, Pittsfield, MA

Item:	Product #	Qty	Unit Price	Total
Vehicle configuration	4072			
Lenco BearCat	BC55003-BASE	1	\$264,310.00	\$264,310.00
Options:				
California Mandated Solid Burn Red & Blue-Front, Amber & Blue-Rear	LED_CALIF	1		
Exterior Paint Color: Lusterless Black	LUSTERLESS_BLACK	1		
G2 Core Package	G2CORE	1	\$58,083.00	\$58,083.00
Package Discount	DISC	1	-\$15,000.00	-\$15,000.00
Diesel Engine, 6.7L Turbo	BCDLEN	1		
4-Door Configuration	BC4DR	1		
(1) 7" Vertical GunPort Upgrade	BCGP7	8		
Rear A/C - Heating System: High Capacity Upgrade	BCHACUP	1		
Hydraulic Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	1		
Draco Prep Package	BCDRACOPREP	1		
Roof Mounted Remote Control Spot Light - LED	BCSLLED	2		
High Intensity Driving Lights in Front Bumper	BCHIDL	1		
Battery Trickle Charger	BCTC	1		
Intercom System Inside to Outside	BCINT	1		
5 Pack Mag Kit	BCMAGKIT	1	\$975.00	\$975.00
Configuration Subtotal:				\$308,368.00
Lenco BearCat	G2CORE	1	\$308,368.00	\$308,368.00
Freight Out - SWAT	FREIGHTOUT-VEHICLE	1	\$15,400.00	\$15,400.00
Net Total				\$323,768.00

Notes:

Estimated Monterey Park, CA Sales Tax (10.50%) \$32,378.64 is not collected by Lenco.

GSA Federal Acquisition Service - Multiple Award Schedule

Contract Number: GS-07F-169DA

Current Option Period End Date: August 22, 2026

WARNING: Information Subject to Export Control Laws

The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 60 days.

ACCEPTANCE OF PROPOSAL

Authorized

Signature: _____

Please sign and return

Authorized

Signature: James Massery
Jim Massery

Thank you



SOLE SOURCE LETTER

Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA, 01201
E-mail: Contracting@LencoArmor.com
Phone: 413-443-7359

DATE: July 10, 2025

RE: Sole Source Letter for the Lenco BearCat

To Whom It May Concern:

This letter confirms that Lenco Industries Inc. (d/b/a Lenco Armored Vehicles), as designer and manufacturer, is the **Sole Source** provider of the following products in the United States and internationally:

- **Lenco BEAR®**
- **Lenco BearCat®**
- **Lenco BombCat®**
- **Lenco MedCat™**
- **Lenco FireCat™**

Additionally, these Lenco products, their specifications, manufacturing techniques and marketing materials are proprietary and are protected by copyrights, trademarks, service marks, patents, nondisclosure agreements, noncompete agreements and exclusive supply agreements; in whole or in part.

There are no other items or products available that offer identical functionality or performance characteristics, and Lenco determines the prices for the above-named products to be fair and reasonable because of pre-competed federal and state supply schedules controlled by exclusive distribution.

Federal Acquisition Regulation (FAR) Part 6.302-1 – “Only one responsible source and no other supplies or services will satisfy agency requirements” is the statutory authority permitting this Sole Source government procurement.

Further, the Code of Federal Regulations (CFR) Title 2, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards establishes government-wide requirements for federal grants and cooperative agreements. Under the Uniform Guidance, a non-Federal entity that receives a federal award must “provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.” *See* 2 C.F.R. § 200.322. If the non-Federal entity fails to do so, the federal awarding agency or pass-through entity may sanction a non-compliant recipient of funds.

In summary, Lenco Armored Vehicles, based in the United States, is the only manufacturer or authorized dealer of the Lenco BearCat, its variants or its equivalent.

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865
www.LencoArmor.com · e-mail: Info@LencoArmor.com



SOLE SOURCE SPECIFICATIONS

Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA, 01201
E-mail: Contracting@LencoArmor.com
Phone: 413-443-7359

DATE: July 10, 2025

RE: Sole Source Specifications for the Lenco BearCat

Lenco BearCat Key Features, Testing and Certifications

Armor Protection

- Armor Panels constructed of Certified Mil-Spec Steel
- Vertical Armor Panels are .50 inch thick, one-piece solid construction from the front of the vehicle to the rear of the vehicle
- Gunports and all surrounding armor protection, including backup armor, is .50 inch thick.
- Proprietary welding technique utilized in sidewall, floor and roof construction
- Armored hood, radiator protection, fuel tank, exterior lighting armor backup, inner fender armor, door and window pocket armor backup
- Department of the Army, U.S. Army Aberdeen Test Center – Ballistic Certification for armor plate used in every BearCat manufactured
- Independent Third-Party Testing to the following threats / ballistic standards: EN 1063 BR7, NIJ IV, STANAG 4569 Level 2, .50 CAL M2 Multi-Hit, .50 CAL M33 Multi-Hit, DM51x2 Hand Grenades, DM31 Anti-Personnel Mine, M67x2 Hand Grenades, 20mm FSP, V50 (BL) P Ballistic Test

Mobility & Automotive Safety

- 126" – 135" Wheelbase
- Custom-tuned suspension, including shocks, springs, bump stops, front and rear sway bars, track bar and radius arms
- Proprietary OEM Frame-to-Body construction
- Department of the Army, U.S. Army Aberdeen Test Center, Aberdeen Proving Grounds – Automotive Performance Testing to the following standards:
 - Test Operating Procedures (TOP)
 - North Atlantic Treating Organization (NATO) Reference Mobility Model (NRMM)

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- NATO Allied Vehicle Testing Publication (AVTP)
 - Society of Automotive Engineers (SAE)
- Human Factors Integration - Safety Assessment Review (SAR)
 - Fort Knox, KY
 - Fort Belvoir, VA
- National Highway Transportation Safety Administration (NHTSA), Office of Vehicle Safety Compliance (OVSC), Federal Motor Vehicle Safety Standards (FMVSS) Compliance Testing
 - Center of Gravity Test
 - FMVSS 105 – Hydraulic Brake Test
 - FMVSS 206 – Door Locks and Door Retention Test
 - FMVSS 207 – Seating Systems
 - FMVSS 210 – Seat Belt Anchorages
 - FMVSS 302 – Flammability of Interior Components
- National Tactical Officers Association (NTOA), Member Tested and Recommended Certification
 - 2003 Certification
 - 2020 Re-Certification
- U.S. Air Force Air Transportability Test Loading Activity (ATTLA) – Air Transportation Certification
 - Lockheed C-5 Galaxy
 - Boeing C-17 Globemaster III
 - Lockheed C-130 Hercules

Tactical Features

- Patented, zero gravity counter balanced & rotating roof hatch system
- Height-adjustable gunner stand with removable / serviceable design - *US Patent No. 11,561,060 B1*, granted to Lenco on 01/24/2023
- Automatic Door Lock-Out (side doors) with single tap release
- Welded Running Boards rated to hold 3,000 lbs. at each side & 2,500 lbs. on rear
- Occupant situational awareness
- 390 square feet of interior space
- 2-Piece Bumper-integrated hydraulic entry bars with attachments for Audio / Video, Chemical Deployment, and Water Deployment
- Roof Mounted Water Nozzle with internal joystick controls
- Bumper Mounted Water Nozzle with internal joystick controls
- Vehicle-Integrated On-Board SCBA System
- Tactical EMS interior layout, workstation, medical cabinet, oxygen storage and trauma lighting
- 68 Gallon Single Fuel Cell
- 40" Water Fording Package with Independent 3rd Party Testing

Service, Reliability & Interoperability

- Commercial Chassis common to government fleet
- Commercial Chassis Warranty and Service history at nearly 160+ Authorized Ford Service Centers across the United States

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www.LencoArmor.com · e-mail: Info@LencoArmor.com

- Ford OEM Warranty
- 3 Year Lenco Warranty
- Operational and Support Cost: Average cost of \$558 USD per 10,000 miles of operation
- Reliability, Availability and Maintainability (RAM): 24,906 mean miles between repair, 1.3 hours mean time to repair and 98% operational readiness
- Interoperability with hundreds of federal, state and local law enforcement agencies across the United States; reduces training cost and limits response time in joint operations
- Lenco Refurbishment Program – (4) individual ‘Schedules’ of refurbishment work that address Ford chassis components, Lenco components, paint and upgrades.
- Lenco Trade-In Program – End-of-Life vehicles can be traded-in to Lenco for value against the acquisition of a new or used model vehicle.

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www.LencoArmor.com · e-mail: Info@LencoArmor.com



Cooperative Purchasing Contracts

Lenco Direct Cooperative Contracts

1. GSA Federal Acquisition Service – Multiple Award Schedule

Contract Number: GS-07F-169DA

Current Option Period End Date: August 22, 2026

Important Links:

[Lenco GSA eLibrary Link](#)

[1122 Program Link](#)

2. H-GAC – Ambulances, EMS, and Other Special Service Vehicles

Contract Number: AM10-23

Current Option Period End Date: September 30, 2027

Important Links:

[HGACBuy Contract Link](#)

3. North Carolina Sheriff's Association (NCSA) – Fire/EMS/Law Enforcement Specialty Vehicles

Contract Number: 25-05-0521

Current Option Period End Date: June 17, 2026

Important Links:

[NCSA Contract Link](#)

4. Howard County, MD Office of Procurement and Contract Administration – New Vehicles, Class 1 – 7

Contract Number: 4400004548

Current Option Period End Date: June 30, 2026

Important Links:

[Howard County, MD Current Awards and Contracts Link](#)

[Current Contracts Link](#)

5. State of Iowa – Specialty Vehicles: Armored Rescue Vehicle

Contract Number: 005-RFB-0437-2023 / 23202B

Current Option Period End Date: August 31, 2026

Important Links:

[Iowa Department of Administrative Services Link](#)

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Lenco Reseller Cooperative Contracts

****Reseller may add additional fees up to a negotiated maximum amount or percentage to the price of your purchase.**

Call for details.

6. US Communities (OMNIA Partners) – Public Safety & Emergency Preparedness

Contract Number: 4400008468

Current Option Period End Date: September 30, 2028

Lead Agency: County of Fairfax, Virginia

Lead Contractor: Safeware, Inc.

Important Links:

[US Communities / OMNIA Partners Contract Link](#)

Contract Number: 159469

Current Option Period End Date: April 1, 2027

Lead Agency: Port of Portland, Oregon

Lead Contractor: Safeware, Inc.

7. Sourcewell – Public Procurement Cooperative Purchasing: Public Safety and Emergency Management

Contract Number: 080922-SAF

Current Option Period End Date: October 7, 2027

Lead Contractor: Safeware, Inc.

Important Links:

[Sourcewell Public Safety and Emergency Management Contract](#)

8. US Communities (OMNIA Partners) – Public Safety & Emergency Preparedness

Contract Number: 4400008495

Current Option Period End Date: September 30, 2028

Lead Agency: County of Fairfax, Virginia

Lead Contractor: Mallory Safety and Supply, LLC

Important Links:

[US Communities / OMNIA Partners Mallory Contract Link](#)

Contract Number: 159498

Current Option Period End Date: April 1, 2026

Lead Agency: Port of Portland, Oregon

Lead Contractor: Mallory Safety and Supply, LLC

9. New Jersey Cooperative Purchasing Alliance (Bergen County Co-Op) – Catalog / SWAT Equipment

Contract Number: Master Contract Number CK04 BC-Bid-#24-62 (COOP)

Current Option Period End Date: December 3, 2026

Lead Agency: County of Bergen, NJ

Lead Contractors: Tomahawk Strategic Solutions

Important Links:

[Bergen County Co-Op Contract Link](#)

10. TIPS - The Interlocal Purchasing System

Contract Number: 240901 (Transportation Vehicles)

Current Option Period End Date: November 30, 2027

Important Links:

[TIPS - The Interlocal Purchasing System](#)

11. TX SmartBuy - Vehicle 5501

Contract Number: 070-M1 / IFB 304T-23T070A1

Current Option Period End Date: November 30, 2025

Important Links:

[TX SmartBuy Contracts Link](#)

September 15, 2025

Designer and Manufacturer of Tactical Armored Security Vehicles

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City Council Staff Report

Date: November 19, 2025
Agenda Item Number: 9.F.

To: The Honorable Mayor and City Council
From: Shawn Igoe, Public Works Director
Subject: 1st-Riggin-Potrero Grande Corridor Project MAT Cycle 1 Active Transportation Corridors Program and Potrero Grande Drive Improvements Project – Award of Contracts

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract with Sequel Contractors, Inc., in a form approved by the City Attorney, in the amount of \$7,732,290 for the 1st-Riggin-Potrero Grande Corridor Project MAT Cycle 1 Active Transportation Corridors Program and Potrero Grande Drive Improvements Project (the “Project”);
2. Authorizing the Director of Public Works to approve change orders and contingency up to \$773,229 (10%) of the contract amount, for a total project cost of \$8,505,519; and
3. Authorizing the City Manager to enter into a Professional Services agreement with Transtech Engineers, Inc. in the amount of \$303,700 for construction management and inspections services; and
4. Authorizing the City Manager to enter into a Professional Services agreement with Terracon Consultants, Inc. in the amount of \$77,905 for geotechnical and testing services; and
5. Authorizing the City Manager to enter into a Professional Services agreement with Avant-Garde Corporation in the amount of \$56,950 for labor compliance and funding administration services;
6. Appropriating \$1,886,927.10 from committed economic development funds “Fund 101” to the fiscal year 2025-26 budget; and
7. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the “CEQA Guidelines”). The proposed project is categorically exemption under Class 1 section 15301 as a minor alteration to existing facilities.

Executive Summary:

In March 2025, the City awarded a contract to RKA Consulting Group to finalize the development of the PS&E for the road improvements and construction of landscape medians and 1st-Riggin-Portero Grande Corridor Project -MAT Cycle 1. The work will include two different Capital Improvement Projects ("CIP"): (1) CIP No. 96012 – Potrero Grande Drive Improvements project will include road improvements and construction of landscaped medians within the City of Monterey Park; and (2) CIP No. 96038 – 1st-Riggin-Potrero Grande Corridor Project MAT Cycle 1 Metro funded project, include bike improvements, median construction, concrete work such as installation of new curb and gutter, sidewalk, driveway construction, bus shelter installation, and irrigation modifications (the "Project").

The 1st-Riggin-Potrero Grande Corridor Project MAT Cycle 1 project is located in the following jurisdictions: City of Monterey Park, City of Rosemead, City of Montebello and Unincorporated Area (Los Angeles County Public Works). The City of Monterey Park is the lead agency on the Project and its limits are:

- W. 1st St. from Vancouver Ave. to Collegian Avenue,
- Collegian Avenue from W. 1st Street to Avenida Cesar Chavez
- Avenida Cesar Chavez from Collegian Avenue to W. Riggin St.,
- W. Riggin St. from Atlantic Blvd. to Fulton Ave.,
- Fulton Ave. from E. Riggin St. to E. Markland Dr.,
- E. Markland Dr. from Fulton Ave. to Potrero Grande Dr.,
- Potrero Grande Dr. from E. Markland Dr. to San Gabriel Blvd.,
- Rush St. from San Gabriel Blvd. to Walnut Grove Ave.

The Public Works Director ("Director") advertised both CIP projects jointly. The City received seven bids and the lowest bidder was Sequel Contractors, Inc. Sequel Contractors, Inc. price is competitive and lower than other received bids for the Project.

In addition, the Director requested proposals from consultants for support services to the Project, including construction management and inspection services from Transtech Engineers, Inc. for \$303,700, geotechnical inspection services from Terracon Consultants, Inc. for \$77,905 and labor compliance and funding management from Avant-Garde Corporation for \$56,950.

It is recommended that City Council authorize the City Manager to execute a Public Works contract with Sequel Contractors, Inc. in the amount of \$7,732,290 for the Project and authorize the Director to approve change orders not to exceed \$773,229 over the total contract amount. It is also recommended that the City Council authorize the City Manager to execute a professional service agreement with Transtech Engineers, Inc. for \$303,700, with Terracon Consultants, Inc. for \$77,905 and with Avant-Garde Corporation for \$56,950.

Background:

The Director advertised both CIP No. 96012 and CIP No. 96038 projects together in an effort to receive more competitive bids due to greater quantities for similar items. The Notice Inviting Bids for the Project was published with HLR Media LLC – Monterey Park Press on September 29, 2025 and October 06, 2025 with a bid opening of October 29, 2025. The bid opening for the project was held on October 29, 2025 at 10:00am, and included the following bids:

RANK	BIDDER	BASE BID AMOUNT
1	Sequel Contractors, Inc.	\$7,732,290
2	Toro Enterprises, Inc.	\$7,937,376
3	CT&T Concrete Paving, Inc.	\$8,491,859
4	All American Asphalt	\$8,568,688
5	Onyx Paving Company, Inc.	\$8,888,000
6	PALP, Inc. dba Excel Paving	\$8,998,651
7	Hardy & Harper, Inc.	\$9,265,000

The bid submitted by Sequel Contractors, Inc. is the lowest responsible bid from a responsible bidder. The Director checked compliance of completed and signed bid proposal cover form, completed and signed bid sheets, completed reference forms, completed subcontractor designation form, completed, signed and notarized bid bond, and the total bid prices were calculated correctly. Sequel Contractors Inc.'s contractor's license was verified with the California State Contractor's License Board to be current, active and in good standing. Registration with the California Department of Industrial Relations ("DIR") was verified for the prime contractor, Sequel Contractor, Inc., and their subcontractors. Sequel Contractor, Inc. and their subcontractors were not listed in the State Active Debarred List or the Federal Active Debarred List (sam.gov). The Director also contacted the contractor's references and received positive feedback such as quality work, staying on schedule, not asking for unnecessary change orders, and stated they would hire the contractor again. Reference projects were completed within the past couple years.

It is recommended that City Council award the Project to Sequel Contractors, Inc. for a total of \$7,732,290 with a contingency not to exceed \$773,229.

The Project is anticipated to take not more than six months and must be completed by June 2026. Additionally, the Director requested proposals from current on-call consultants for support services to the Project, including construction management and inspection services from Transtech Engineers, Inc. for \$303,700, geotechnical inspection services from Terracon Consultants, Inc. for \$77,905 and labor compliance and funding management from Avant-Garde Corporation for \$56,950. It is recommended that City Council award the professional services to these consultants in the stated contract amounts.

Strategic Plan Goal:

This Project meets the City's goal to maintain, build and modernize infrastructure and facilities to support the current and future needs of our City and community as it aims to improve conditions along Potrero Grande Drive.

Fiscal Impact:

The Project is budgeted in the 2025-2026 fiscal year Capital Improvement Program under CIP No. 96012 using Fund 101 – General Fund and CIP No. 96038 funded by Fund 240 – Measure M. The total estimated project cost for the Project is \$8,944,074 including the contract amount, contingency, geotechnical inspections, labor compliance and fund management and construction management and inspection. Since the MAT Cycle 1 portion of the project came in under budget, the Director will be requesting an amendment to the project scope with Metro, within the funds allocated under the approved agreement, in order to reduce

the impact to the general funds. Additionally, an appropriation of \$1,886,927.10 from committed economic development funds "Fund 101" is requested for this project.

CIP 96012 and CIP 96038 – Potrero Grande Renovation and 1st-Riggin-Potrero Grande Corridor Project	
MAT Cycle 1 & Potrero Grande Improvements (Construction)	\$7,732,290
Contingency (10%)	\$773,229
Construction Management and Inspection Services	\$303,700
Geotechnical inspections	\$77,905
Labor compliance and fund management	\$56,950
Total Estimated Project Cost	\$8,944,074

Attachments:

1. Sequel Contractor Proposal
2. Transtech Engineers, Inc. Proposal
3. Terracon Consultants, Inc. Proposal
4. Avant-Garde Corporation Proposal

ATTACHMENT 1

Sequel Contractor's Inc. Bid Proposal



**CITY OF MONTEREY PARK
CALIFORNIA**

ADDENDUM NO. 2

**1st-Riggin-Potrero Grande Corridor Project
MAT Cycle 1 Active Transportation Corridors Program
Project ID # C1103 &
Potrero Grande Drive Street Improvements Project
SPECIFICATION NO. 2025-003
(QUEST CDN PROJECT # 9875564)**

This Addendum postpones bid opening date:

Bids must be received **before 10:00 a.m. on Wednesday, October 29, 2025**, via QuestCDN for the City of Monterey Park, 320 West Newmark Avenue, Monterey Park, CA 91754, to provide services for the 1st-Riggin-Potrero Grande Corridor Project MAT Cycle 1 Active Transportation Corridors Program Project ID # C1103 & Potrero Grande Drive Street Improvements Project Specification No. 2025-003 (QuestCDN # 9875564).

Additionally, this Addendum revises the following section:

Addendum 2 revises Section E. Technical Specifications Bid Item B13 providing information related to excavation taking place prior to pulverize/cement treatment. See Attachment A – Revised Section E. Technical Specifications per Addendum No. 2.

Attachments:

Attachment A – Revised Section E. Technical Specifications per Addendum No. 2

For further Information please email Anthony Bendezu at
abendezu@montereypark.ca.gov



**CITY OF MONTEREY PARK
CALIFORNIA**

ADDENDUM NO. 1

**1st-Riggin-Potrero Grande Corridor Project
MAT Cycle 1 Active Transportation Corridors Program
Project ID # C1103 &
Potrero Grande Drive Street Improvements Project
SPECIFICATION NO. 2025-003
(QUEST CDN PROJECT # 9875564)**

Bids must be received **before 10:00 a.m. on Wednesday, October 22, 2025**, via QuestCDN for the City of Monterey Park, 320 West Newmark Avenue, Monterey Park, CA 91754, to provide services for the 1st-Riggin-Potrero Grande Corridor Project MAT Cycle 1 Active Transportation Corridors Program Project ID # C1103 & Potrero Grande Drive Street Improvements Project Specification No. 2025-003 (QuestCDN # 9875564).

This Addendum provides the following responses:

1. Q – The plans show the ramps locations per various construction notes. The specs state: Curb Ramp improvements within LA County right of way as shown on the plans shall conform to the latest edition of the Caltrans standards and specifications. The geometry shown on the plans is representational. The final limits and geometry of the required curb ramp shall be verified and placed in the field by the contractor in order to ensure the required grades and clearances are obtained. Should bidders assume the ramp limits are BCR to ECR?
A - Yes ramp limits are assumed to be BCR to ECR
2. Q – Bid item B-17 covers cobble paving for 7183 EACH. Is the unit of measure supposed to be SF?
A – Yes unit of measure is SF
3. Q – Bid item B-6 covers “remove existing AC pavement and base” for 1390 CY. Does this cover the roadway removals need to build the new median islands?
A – Yes, the CY quantity for bid item B-6 is to account for all of the roadway removals needed to build the new median islands.
4. Q – On plan sheets 7 of 30 to 9 of 30, construction note 40 calls for 12 inches of new asphalt to replace the existing grass parkway. What bid item covers the excavation for the new 12-inch-thick asphalt area?
A – This was a mislabel as “construction note 40” should only be shown on

the "1st Street, Riggins St, Potrero Grande Dr" plan set and not the "Potrero Grande Drive" plan set. The bid item that covers the excavation for this new asphalt area is A-6. See addendum set for change

5. Q – The specs seem to indicate that the concrete items include their excavation/demolition. What excavation is covered by item A-6 Unclassified Excavation?
A – **Item A-6 covers excavation required for widening & sidewalk area along the cemetery, noted with construction note 3.**
6. Q – The specs indicate that the asphalt slot patching is included in the respective concrete items. What asphalt paving is covered under item A-19 for 1400 tons?
A – **"Construction note 40" to construct a 12" thick asphalt section was missing from the "1st Street, Riggins ST, Potrero Grande Dr" plan set (See question 4 above for additional context). This 12" thick section is what is quantified under item A-19.**
7. Q – Bid item A-11 covers 15,000 SF of sidewalk per standard 111-5 (a standard plan for ramps), and item A-12 covers 16,000 SF of sidewalk per standard 113-2. Can the City please clarify the differences between these two sidewalk types and their standard plans?
A – **Bid item A-11 calls out the wrong standard, and the correct standard 113-2 is now shown in the addendum set. Bid item A-11 includes the removal and reconstruction of existing sidewalk. Bid item A-12 is the construction of new sidewalk where no sidewalk was previously existing**
8. Q – Bid item A-7 covers curb and gutter for 2500 CY. Is the unit of measure supposed to be LF?
A – **This should be measured in LF, this change has been made in the addendum set**
9. Q – The irrigation plans show two new water meters to be installed in the medians. Does the City want these meters to be installed in the medians or parkways? If the City wants the meters in the median, is the water mainline in the median or parkway?
A – **New water meters and mainline will be installed in the medians**
10. Q – Bid items B-13 covers the full depth reclamation with cement treatment. Does this bid item cover the removals needed to make space for the new 5-inch-thick asphalt paving?
A – **Yes this bid item covers the removals needed to make space for the new 5-inch-thick asphalt paving section. Additional language has been added in the addendum set.**
11. Q – I have not found a % of cement required for bidding purposes in the specs. for item B13. Is there a certain % of cement you would like to utilize?
A – **Use 4% cement mix ratio for bidding purposes. Additional language has been added in the addendum set**

12. Q – Please confirm whether this project is subject to a PLA (Project Labor Agreement), a PSA (Project Stabilization Agreement), a CBA (Collective Bargaining Agreement), a CWA (Community Workforce Agreement), or any other union agreements of that nature?
A – This project is not subject to any union agreement.
13. Q – Is this project subject to State Prevailing Wage Rates OR Federal Davis-Bacon Wage Rates (or both)?
A – Prevailing wages.
14. Q – Please confirm if the listed Pre-Bid Meeting on the Quest website is Mandatory. Specs say there is no pre-bid meeting for this project.
A – There is no mandatory pre-bid meeting.
15. Q – Please confirm the basis of award.
A – Lowest Bidder.
16. Q – Is an original hard copy of the Bidder's Bond required to be submitted to the agency's office by/before the bid due date and time?
A – Original bid bond must be received within a week after bid opening.

Additionally, this Addendum adds and revises the following sections:

Addendum 1 revises Table of Contents on page A.1. See Attachment A – Revised Table of Contents.

Addendum 1 revises Bid Schedule on pages C.2-C.6. See Attachment B – Revised Bid Schedule.

Addendum 1 revises Section E. Technical Specifications. See Attachment C – Revised Section E. Technical Specifications.

Addendum 1 revises Appendix 4. Project Plans. See Attachment D – Revised Appendix 4. Project Plans.

Addendum 1 adds Appendix 5. Geotechnical Report. See Attachment E – Appendix 5. Geotechnical Report.

Addendum 1 adds Appendix 6. Irrigation Water Service Detail. See Attachment F – Appendix 6. Irrigation Water Service Detail.

Addendum 1 adds Appendix 7. Fonroche Solar Street Light. See Attachment G – Appendix 7. Fonroche Solar Street Light.

Addendum 1 adds Appendix 8. Wayfinding Signage. See Attachment H – Appendix 8. Wayfinding Signage.

Addendum 1 adds Appendix 9. Bike Bench Trashcan. See Attachment I – Appendix 9. Bike Bench Trashcan.

Attachments:

Attachment A – Revised Table of Contents

Attachment B – Revised Bid Schedule

Attachment C – Revised Section E. Technical Specifications

Attachment D – Revised Appendix 4. Project Plans

Attachment E – Appendix 5. Geotechnical Report

Attachment F – Appendix 6. Irrigation Water Service Detail

Attachment G – Appendix 7. Fonroche Solar Street Light

Attachment H – Appendix 8. Wayfinding Signage

Attachment I – Appendix 9. Bike Bench Trashcan

For further Information please email Anthony Bendezu at
abendezu@montereypark.ca.gov

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

BIDDER'S NAME: Sequel Contractors, Inc.

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

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

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

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

BID SCHEDULE

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

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

BID SCHEDULE

For 1st-Riggin-Potrero Grande Corridor Project
 MAT Cycle 1 Active Transportation Corridors Program
 Project ID # C1103 & Potrero Grande Drive Street Improvements Project

Specification 2025-003

1st-Riggin-Potrero Grande Corridor Project MAT Cycle 1 Project ID # C1103					
No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
A1	Mobilization	1	LS	350,000 ⁰⁰	350,000 ⁰⁰
A2	NPDES/Water Pollution Control Plan, SWPPP	1	LS	25,000 ⁰⁰	25,000 ⁰⁰
A3	Traffic Control Plan	1	LS	25,000 ⁰⁰	25,000 ⁰⁰
A4	Construction Survey & Staking	1	LS	90,000 ⁰⁰	90,000 ⁰⁰
A5	Clearing & Grubbing and Misc Removals	1	LS	242,500 ⁰⁰	242,500 ⁰⁰
A6	Unclassified Excavation	2,700	CY	85 ⁰⁰	229,500 ⁰⁰
A7	Construct A2-6 Curb and Gutter Per SPPWC Std. 120-3	2,500	LF	40 ⁰⁰	100,000 ⁰⁰
A8	Construct A1-8 Curb and Gutter Per SPPWC Std. 120-3	1,300	LF	41 ⁰⁰	53,300 ⁰⁰
A9	Construct Concrete Bikeway Separator	3,700	LF	42 ⁰⁰	155,400 ⁰⁰
A10	Construct Modified Retaining Curb Per Detail	180	LF	55 ⁰⁰	9,900 ⁰⁰
A11	Remove & Construct 4" Sidewalk per SPPWC Std. 113-2	14,000	SF	13 ⁰⁰	182,000 ⁰⁰
A12	Construct 4" Sidewalk per SPPWC Std. 113-2	16,000	SF	8 ⁰⁰	128,000 ⁰⁰
A13	Construct PCC Driveway per SPPWC Std. 110-2	200	SF	25 ⁰⁰	5,000 ⁰⁰
A14	Remove & Construct PCC Curb Ramp per SPPWC Std. 111-5	19	EA	7,000 ⁰⁰	133,000 ⁰⁰
A15	Construct PCC Curb Ramp per SPPWC Std. 111-5	2	EA	7,000 ⁰⁰	14,000 ⁰⁰
A16	Construct Island Curb Passageway	1	EA	19,000 ⁰⁰	19,000 ⁰⁰
A17	Construct Concrete Retaining Wall	900	LF	350 ⁰⁰	315,000 ⁰⁰
A18	Type II AC Microsurfacing	560,000	SF	.25	140,000 ⁰⁰
A19	Asphalt Concrete	1,400	TON	128 ⁰⁰	179,200 ⁰⁰

A20	Install New Roadside Sign on Existing Facility	11	EA	250 ⁰⁰	2,750 ⁰⁰
A21	Install New Sign & Post as Noted	32	EA	600 ⁰⁰	19,200 ⁰⁰
A22	Install Wayfinding Signage	3	EA	1,500 ⁰⁰	4,500 ⁰⁰
A23	Remove Existing and Install ADA Pedestrian Pushbutton Assembly	16	EA	2,000 ⁰⁰	32,000 ⁰⁰
A24	Remove Existing and Install Pedestrian Signal Head	16	EA	1,300 ⁰⁰	20,800 ⁰⁰
A25	Furnish and Install Traffic Loop Detector	10	EA	1,000 ⁰⁰	10,000 ⁰⁰
A26	Striping	1	LS	225,000 ⁰⁰	225,000 ⁰⁰
A27	Install Preformed Thermoplastic Green Bike Sharrows Markings	16	EA	1,000 ⁰⁰	16,000 ⁰⁰
A28	Furnish and Install Fonroche Solar Street Light (Or Approved Equal)	40	EA	11,000 ⁰⁰	440,000 ⁰⁰
A29	Furnish and Install Bike Rack	8	EA	900 ⁰⁰	7,200 ⁰⁰
A30	Salvage Existing & Furnish and Install Bus Bench	7	EA	2,300 ⁰⁰	16,100 ⁰⁰
A31	Salvage Existing & Furnish and Install Trash Can	5	EA	1,800 ⁰⁰	9,000 ⁰⁰
A32	Decorative Crush Rock, 3"	120	CY	130 ⁰⁰	15,600 ⁰⁰
A33	Concrete Mow Curb, 6" Cemetery Entry	250	LF	100 ⁰⁰	25,000 ⁰⁰
A34	Cemetery Irrigation Modifications	16,000	SF	2.00	32,000 ⁰⁰
A35	Furnish and Install Flexible Post Delineator	128	EA	80 ⁰⁰	10,240 ⁰⁰
A36	Furnish and Install New Bus Bench	3	EA	2,000 ⁰⁰	6,000 ⁰⁰
A37	Furnish and Install New Trash Can	4	EA	1,500 ⁰⁰	6,000 ⁰⁰

TOTAL BASE BID AMOUNT IN NUMBERS (BID SCHEDULE A)

\$

3,292,190⁻

TOTAL BASE BID AMOUNT IN WORDS (BID SCHEDULE A)

Three Million Two Hundred Ninety Two Thousand One Hundred Ninety dollar

Potrero Grande Drive Street Improvements Project Specification 2025-003

B1	Mobilization	1	LS	200,000 ⁰⁰	200,000 ⁰⁰
B2	NPDES/Water Pollution Control Plan, SWPPP	1	LS	25,000 ⁰⁰	25,000 ⁰⁰
B3	Traffic Control Plan	1	LS	25,000 ⁰⁰	25,000 ⁰⁰
B4	Construction Survey & Staking	1	LS	60,000 ⁰⁰	60,000 ⁰⁰
B5	Caltrans Encroachment Permit	1	LS	10,000 ⁰⁰	10,000 ⁰⁰
B6	Remove Existing AC Pavement & Base	1,390	CY	85 ⁰⁰	118,150 ⁰⁰
B7	Unclassified Excavation	100	CY	100 ⁰⁰	10,000 ⁰⁰
B8	Construct A1-6 Curb and Gutter Per SPPWC Std. 120-3	3,900	LF	40 ⁰⁰	156,000 ⁰⁰
B9	Construct A1-8 Curb and Gutter Per SPPWC Std. 120-3	500	LF	43 ⁰⁰	21,500 ⁰⁰
B10	Construct Modified Retaining Curb Per Detail	20	LF	85 ⁰⁰	1,700 ⁰⁰
B11	Construct 4" Sidewalk per SPPWC Std. 113-2	500	SF	13 ⁰⁰	6,500 ⁰⁰
B12	Construct PCC Driveway per SPPWC Std. 110-2	750	SF	25 ⁰⁰	18,750 ⁰⁰
B13	Full Depth Reclamation w/ Cement Treatment	48,000	SY	25 ⁰⁰	1,200,000 ⁰⁰
B14	Asphalt Concrete	13,950	TON	120 ⁰⁰	1,674,000 ⁰⁰
B15	Adjust Manhole Cover to Finish Grade	43	EA	3,000 ⁰⁰	129,000 ⁰⁰
B16	Adjust Water Valve Can & Cover to Finish Surface	45	EA	1,500 ⁰⁰	67,500 ⁰⁰
B17	Cobble Paving (Safety Edge in Median)	7,183	SF	25 ⁰⁰	179,575 ⁰⁰
B18	Top Soil	1,700	CY	80 ⁰⁰	136,000 ⁰⁰
B19	Site Soil Amendment	20,000	SF	2 ⁰⁰	40,000 ⁰⁰
B20	Mulch, 3"	175	CY	175 ⁰⁰	30,625 ⁰⁰
B21	Shrubs - 5 Gal	680	EA	24 ⁰⁰	16,320 ⁰⁰
B22	24" Box Tree	68	EA	360 ⁰⁰	24,480 ⁰⁰

City of Monterey Park

Specification No. 2025-003

B23	Irrigation	1	LS	230,000 ⁰⁶	230,000 ⁰⁶
B24	Install Irrigation 2" Water Service	2	EA	20,000 ⁰⁶	40,000 ⁰⁶
B25	Install Irrigation Electrical Service	2	EA	35,000 ⁰⁶	70,000 ⁰⁶
TOTAL BASE BID AMOUNT IN NUMBERS (BID SCHEDULE B) \$ 4,440,100 ⁰⁶					
TOTAL BASE BID AMOUNT IN WORDS (BID SCHEDULE B) Four Million Four Hundred Forty Thousand One Hundred Dollar					
TOTAL BASE BID AMOUNT IN NUMBERS (BID SCHEDULE A + B) \$ 7,732,290 ⁰⁶					
TOTAL BASE BID AMOUNT IN WORDS (BID SCHEDULE A + B) Seven Million Seven Hundred Thirty Two Thousand Two Hundred Twenty Dollar					

The award of Contract shall be based on the TOTAL BASE BID AMOUNT A + B.	
In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.	
The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.	
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.	
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.	

DESIGNATION OF SUBCONTRACTORS

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

Subcontractor Information	Work to be Performed	Dollar Amount
Name: <i>OnPoint</i>	<i>Survey</i>	<i>\$ 34,100⁰⁰</i>
Address: <i>Redlands CA</i>		
Tel: <i>(909) 792-2221</i>		
Name: <i>Pavement Coatings</i>	<i>Slurry</i>	<i>\$ 140,400⁰⁰</i>
Address: <i>Jurupa Valley CA</i>		
Tel: <i>(714) 826-3011</i>		
Name: <i>Pavement Recycling</i>	<i>Pulverize & Cement</i>	<i>\$ 370,000⁰⁰</i>
Address: <i>Jurupa Valley CA</i>		
Tel: <i>(951) 682-1091</i>		
Name: <i>Martinez Concrete</i>	<i>PCC Pave</i>	<i>\$ 200,000⁰⁰</i>
Address: <i>Azusa CA</i>		
Tel: <i>(909) (626) 334-2979</i>		
Name: <i>Superior Pavement</i>	<i>Stripe</i>	<i>\$ 272,884⁰⁰</i>
Address: <i>Cypress CA</i>		
Tel: <i>(714) 995-9100</i>		
Name: <i>Belco</i>	<i>Electrical</i>	<i>\$ 515,000⁰⁰</i>
Address: <i>Chino CA</i>		
Tel: <i>(909) 993-5470</i>		
Name: <i>Mountain West</i>	<i>Landscape</i>	<i>\$ 625,000⁰⁰</i>
Address: <i>Missoula Valley CA</i>		
Tel: <i>(949) 604-7450</i>		
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		<i>\$ on next</i>

DESIGNATION OF SUBCONTRACTORS

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

Subcontractor Information	Work to be Performed	Dollar Amount
Name: <i>All American</i>	<i>Adjustments</i>	<i>\$ 150,000⁰⁰</i>
Address: <i>Corona CA</i>		
Tel: <i>(951) 736-7600</i>		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		<i>\$ 2,907,384</i>

REFERENCES

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

Reference 1		
Agency Name _____	Project Name and Brief Description	
Contact Name and Title _____	SEE ATTACHED	
Tel: _____ E-mail: _____	Contract Value: \$ _____	Year Completed: _____

Reference 2		
Agency Name _____	Project Name and Brief Description	
Contact Name and Title _____	SEE ATTACHED	
Tel: _____ E-mail: _____	Contract Value: \$ _____	Year Completed: _____

Reference 3		
Agency Name _____	Project Name and Brief Description	
Contact Name and Title _____	SEE ATTACHED	
Tel: _____ E-mail: _____	Contract Value: \$ _____	Year Completed: _____

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A

13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

STATEMENT OF EXPERIENCE

1. OWNER: CITY OF SOUTH GATE
ADDRESS: 8650 CALIFORNIA AVE.
SOUTH GATE, CA 90280
PHONE NO.: (562) 968-4860
CONTACT: ELIAS SAIKALY
PROJECT: GARFIELD AVE STREET IMPROVEMENTS

PROJECT AMOUNT: \$4,576,975.00
COMPLETION DATE: JUNE 2024
2. OWNER: CITY OF INDUSTRY
ADDRESS: 15625 MAYOR DAVE WAY
INDUSTRY, CA 91744
PHONE NO.: (562) 896-2260
CONTACT: CHRIS LUM
PROJECT: GALE AVENUE IMPROVEMENT PROJECT

PROJECT AMOUNT: \$2,159,926.00
COMPLETION DATE: JULY 2024
3. OWNER: CITY OF SOUTH GATE
ADDRESS: 8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280
PHONE NO.: (323) 562-9574
CONTACT: KEN TUONG
PROJECT: RESIDENTIAL STREET REHAB PHASE I-III

PROJECT AMOUNT: \$7,450,000
COMPLETION DATE: JANUARY 2024
4. OWNER: CITY HAWTHORNE
ADDRESS: 4455 W. 126TH STREET
HAWTHORNE, CA 90250
PHONE NO.: (310) 349-2980
CONTACT: JESUS VALESQUEZ
PROJECT: NORTH MOBILITY ENHANCEMENTS

PROJECT AMOUNT: \$6,641,605
COMPLETION DATE: SEPTEMBER 2024
5. OWNER: CITY OF LYNWOOD
ADDRESS: 11330 BULLIS RD.
LYNWOOD, CA 90262
PHONE NO.: (310) 603-0220
CONTACT: MIR FATTAHI
PROJECT: CIP PRIORITY 2 STREET IMPROVEMENTS

PROJECT AMOUNT: \$1,148,000.00
COMPLETION DATE: MAY 2023

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A

13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

STATEMENT OF EXPERIENCE

- | | | |
|-----|--|---|
| 6. | OWNER:
ADDRESS:

PHONE NO.:
CONTACT:
PROJECT:

PROJECT AMOUNT:
COMPLETION DATE | CITY OF INGLEWOOD
1 MANCHESTER BLVD.
INGLEWOOD, CA 90301
(310) 412-5111
HUNTER NGUYEN
CITYWIDE STREET AND ALLEY IMPROVEMENTS

\$5,988,644.00
SEPTEMBER 2024 |
| 7. | OWNER:
ADDRESS:

PHONE NO.:
CONTACT:
PROJECT:

PROJECT AMOUNT:
COMPLETION DATE | CITY OF BELLFLOWER
16600 CIVIC CENTER DRIVE
BELLFLOWER, CA 90706
(562) 755-7158
FRANK PRECIADO
LOCAL STREET GRIND AND PAVE

\$532,920.60
MARCH 2024 |
| 8. | OWNER:
ADDRESS:

PHONE NO.:
CONTACT:
PROJECT:

PROJECT AMOUNT:
COMPLETION DATE | CITY OF INDUSTRY
15625 MAYOR DAVE WAY
INDUSTRY, CA 91744
(626) 956-8034
JERRY PEREZ
ROLAND STREET IMPROVEMENT PROJECT
\$2,789,000.00

DECEMBER 2023 |
| 9. | OWNER:
ADDRESS:

PHONE NO.:
CONTACT:
PROJECT:

PROJECT AMOUNT:
COMPLETION DATE | CITY OF SAN DIMAS
245 BONITA AVE.
SAN DIMAS, CA 91773
(909) 477-9137
BRANDON SLATER
EATON ROAD IMPROVEMENTS

\$784,477.00
MAY 2023 |
| 10. | OWNER:
ADDRESS:

PHONE NO.:
CONTACT:
PROJECT:

PROJECT AMOUNT:
COMPLETION DATE | CITY OF LAWNSDALE
14717 BURIN AVE
LAWNSDALE, CA 90260
(310) 973-3265
NICK PETREVSKI
RESIDENTIAL STREET REHABILITATION

\$2,028,653.77
NOVEMBER 2024 |

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

SITE INSPECTION

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

Name of Person who inspected the site: Thomas S. Pack, President

Date of Inspection: 10/13/25

ADDENDA ACKNOWLEDGMENT

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

Addendum No. 1 Dated 10/20/25
 Addendum No. 2 Dated 10/24/25
 Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

INSURANCE REQUIREMENTS

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

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

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

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

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

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

Bidder's Name:

Sequel Contractors, Inc.

Authorized Signature:

Name and Title:

Thomas S. Pack, President

Date:

10/22/25

PUBLIC CONTRACT CODE SECTION 7106**Noncollusion Declaration by Bidder**

The undersigned declares:

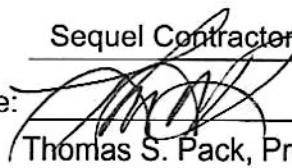
I am the President of
Sequel Contractors, Inc., the party making the foregoing bid.

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

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

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

Bidder's Name: Sequel Contractors, Inc.

Authorized Signature:  ✓

Name and Title: Thomas S. Pack, President

Date: 10/22/25

PUBLIC CONTRACT CODE SECTION 10162

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

has never been Yes has been No (indicate YES or NO after applicable answer)

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

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

n/a

Bidder's Name:

Sequel Contractors, Inc.

Authorized Signature:

Name and Title:

Date:

Thomas S. Pack, President

10/22/25

PUBLIC CONTRACT CODE SECTION 10232

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

has not been Yes has been No (indicate YES or NO after applicable answer)

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

Bidder's Name:

Sequel Contractors, Inc.

Authorized Signature:

Name and Title:

Thomas S. Pack, President

Date:

10/22/25

PUBLIC CONTRACT CODE SECTION 10285.1

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

has never been Yes has been No (indicate YES or NO after applicable answer)

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

Bidder's Name:

Sequel Contractors, Inc.

Authorized Signature:

Name and Title:

Thomas S. Pack, President

Date:

10/22/25

BIDDER INFORMATIONBidder's Name: Sequel Contractors, Inc.Address: 13546 Imperial Highway, Santa Fe Springs, Ca 90670Form of Legal Entity: CorporationIf a Corporation, State of Incorporation: CaliforniaState Contractor's Class and License No.: 610600A**Contact Person Information:**Name: Michael A. Mahler, Secretary Title: Michael A. Mahler, SecretaryE-mail: Mike@sequelcontractors.com Tel: 562-802-7227

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

Thomas S. Pack, President	Sequel Contractors, Inc. 562-802-7227
Michael A. Mahler, Secretary	13546 Imperial Highway
Abel Magallenes, Vice President	Santa Fe Springs, CA 90670

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

N/A

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

N/A

Previous contract performance history:

Was any contract terminated previously: No

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

Contract/project name and number: _____ N/a
Date of termination: _____ N/A
Reason for termination: _____ n/a
Owner's name: _____ n/a
Owner contact person and tel. no.: _____ N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 22nd day of October, 2025.

BIDDER

Sequel Contractors, Inc.



Thomas S. Pack, President

✓

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____ SEE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

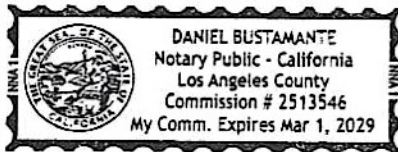
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On 10/22/25 before me, Daniel Bustamante, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Thomas S. Pack
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Daniel Bustamante
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

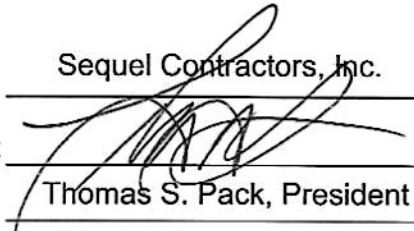
Signer Is Representing: _____

PROPOSAL GUARANTEE
CERTIFIED CHECK or CASHIER'S CHECK

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

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of N/A (\$) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **1ST-RIGGIN-POTRERO GRANDE CORRIDOR PROJECT & POTRERO GRANDE DRIVE STREET IMPROVEMENTS PROJECT SPECIFICATION NO. 2025-003** ("Public Project").

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

Bidder's Name:	<u>Sequel Contractors, Inc.</u>
Authorized Signature:	<u></u> ✓
Name and Title:	<u>Thomas S. Pack, President</u>
Date:	<u>10/22/25</u>

--END OF SECTION--

PROPOSAL GUARANTEE**BID BOND**Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Sequel Contractors, Inc., as BIDDER, AND Merchants Bonding Company (Mutual), as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of Ten percent of the total amount of the bid (\$ 10%) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **1ST-RIGGIN-POTRERO GRANDE CORRIDOR PROJECT & POTRERO GRANDE DRIVE STREET IMPROVEMENTS PROJECT SPECIFICATION NO. 2025-003** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 13th day of October, 2025.

SIGNED AND SEALED this 13th day of October, 2025.

Sequel Contractors, Inc.

Merchants Bonding Company (Mutual)

PRINCIPAL

Thomas S. Peck, President

SURETY

Douglas A. Rapp
Douglas A. Rapp, Attorney in Fact**PRINCIPAL's MAILING ADDRESS:**Sequel Contractors, Inc.13546 Imperial Highway, Santa Fe Springs, CA 90670**SURETY's MAILING ADDRESS:**Merchants Bonding Company (Mutual)6700 Westown Parkway, West Des Moines, IA, 50266-7754C/O Rapp Surety & Insurance Services, Inc.
999 Corporate Center Drive, Suite 100, Ladera Ranch, CA 92694NOTE: All signatures shall be acknowledged by a notary public.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

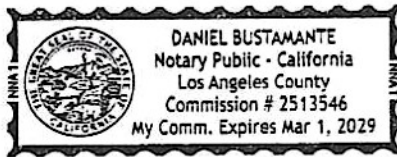
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On 10/13/25 before me, Daniel Bustamante, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Thomas S. Pack
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Daniel Bustamante
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of Orange

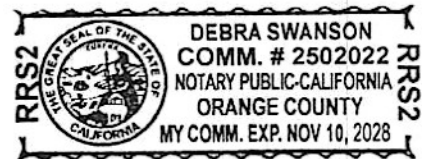
On October 13, 2025 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Douglas A Rapp, Timothy D Rapp

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.



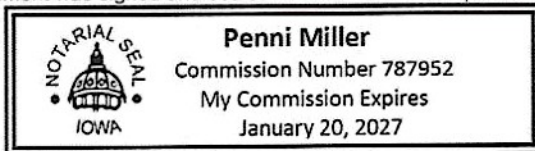
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of October, 2025.



Secretary

POA 0018 (5/25)

ATTACHMENT 2

Transtech Engineers, Inc. Proposal



November 4, 2025

City of Monterey Park

320 W Newmark Ave,
 Monterey Park, CA 91754

Attn.: Shawn Igoe, Director of Public Works, E: sigoe@MontereyPark.ca.gov

Subject: Proposal, 1st-Riggin-Potrero Grande Corridor Project MAT Cycle 1 Active Transportation Corridors Program Project ID # C1103 & Potrero Grande Drive Street Improvements Project – Construction Management and Construction Inspection Services

Dear Mr. Igoe:

Transtech is pleased to submit this proposal for the following project:

1st-Riggin-Potrero Grande Corridor Project MAT Cycle 1 Active Transportation Corridors Program Project ID # C1103 & Potrero Grande Drive Street Improvements Project – Construction Management and Construction Inspection Services

PROJECT UNDERSTANDING:

The proposed work involves street improvements including median installation and landscape/irrigation improvements, curb and gutter, curb ramps, paving, striping, and all related work on file with the City's Public Works Department. The work will be located within the cities of Monterey Park, Rosemead, Montebello, and Los Angeles County.

The City advertised the Construction Bid Package on the City's QuestCDN portal on September 25, 2025.

On October 29, 2025, the City received seven(7) bids for the project. Below is the apparent bid results from the City's QuestCDN portal. According to the apparent bid results, the apparent lowest bid was submitted by Sequel Contractors in the amount of \$7,732,290.

					Sequel Contractors, Inc.		Toro Enterprises, Inc.		CT&T Concrete Paving Inc.		All American Asphalt		Onyx Paving Company, Inc.		PALP Inc., dba Excel Paving Company		Hardy & Harper, Inc.	
					ONLINE	Docs	ONLINE	Docs	ONLINE	Docs	ONLINE	Docs	ONLINE	Docs	ONLINE	Docs	ONLINE	Docs
					Accepted		Accepted		Accepted		Accepted		Accepted		Accepted		Accepted	
ne Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1st Riggin Potrero Grande Corridor Project MAT Cycle 1						\$3,292,190.00		\$3,401,592.00		\$4,022,505.00		\$4,108,256.00		\$4,503,000.00		\$4,119,530.00		\$4,965,000.00
Potrero Grande Drive Street Improvements Project						\$4,440,100.00		\$4,535,784.00		\$4,469,354.00		\$4,460,432.00		\$4,385,000.00		\$4,879,121.00		\$4,300,000.00
Base Bid Total:						\$7,732,290.00		\$7,937,376.00		\$8,491,859.00		\$8,568,688.00		\$8,888,000.00		\$8,998,651.00		\$9,265,000.00

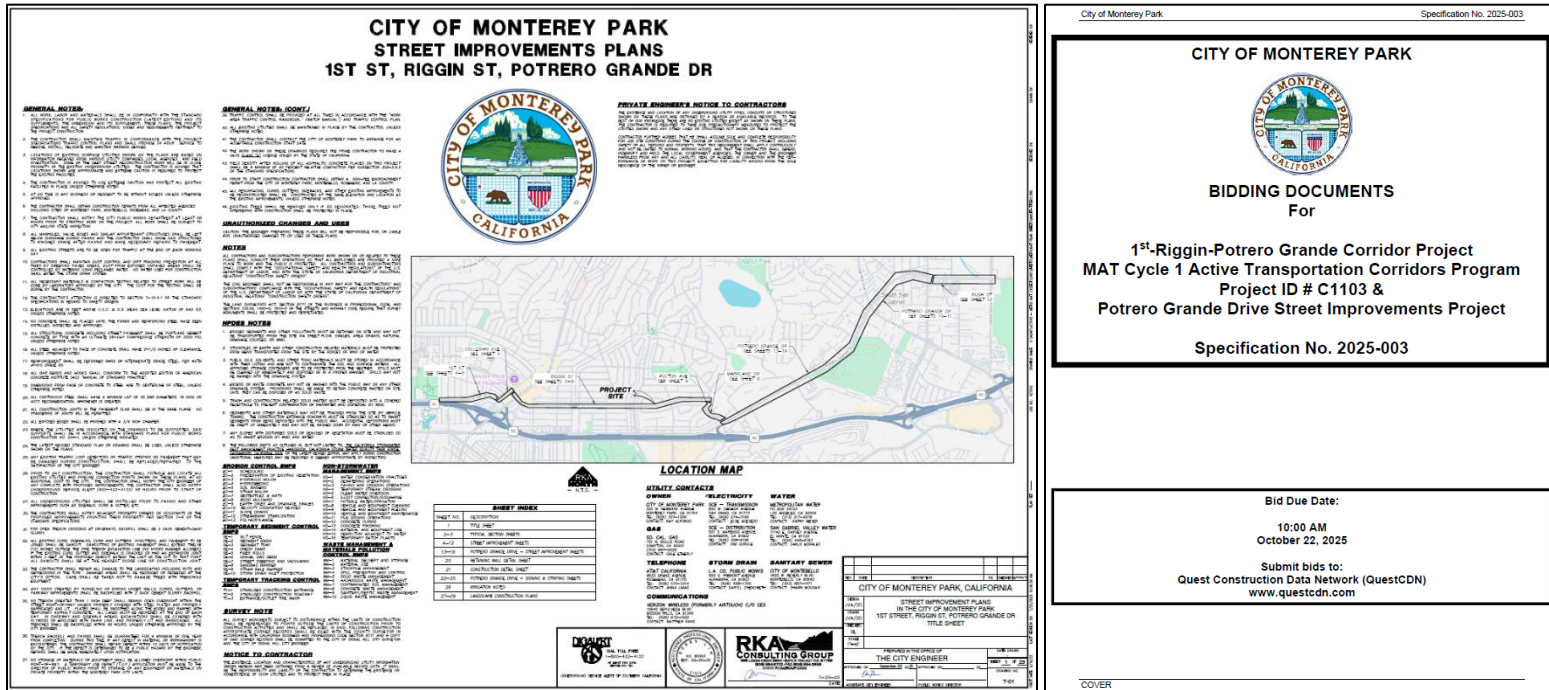
November 4, 2025

City of Monterey Park

Attn.: Shawn Igoe, Director of Public Works, E: sigoe@MontereyPark.ca.gov

Page 2

The project plans and specifications were prepared by RKA:



The Construction Bid Package, Section A – Notice Inviting Formal Bids states the following:

Construction Days is 120 working days.

SCOPE OF SERVICES:

The requested scope of work generally includes the following tasks:

- Managing construction activities and project controls.
- Monitoring the Contractor's baseline schedule, master construction schedule, and any updated construction schedules.
- Conducting Pre-construction meeting with the contractor, City, and other involved parties.
- Conducting construction meetings with the contractor, City, and other involved parties.
- Preparation and distribution of meeting minutes.
- Coordinate with City staff, contractor when applicable, agencies, and Project stakeholders.
- Performing public works inspections.
- Responding to complaints and resolving problems as necessary.
- Participate in field meetings and document issues, findings, direction, changes, etc., and develop solutions.
- Coordinate responses to RFIs, RFCs, and submittals between the contractor and Engineer of Record, and maintain a RFI/RFC log and submittal log.
- Reviewing contractor change order requests, and preparing necessary documentation for submittal and approval or denial by the City.
- Reviewing and verifying contractor pay requests and preparing necessary documentation for submittal and approval by the City.
- Maintain Inspector's Daily Reports, and recording work in progress, which may include the hours worked by men and equipment.
- Monitor the contractor to ensure as-built drawings and specifications are properly maintained.

- Conduct project walk-through(s) and prepare punch list(s).

The following services are not included on this scope, and will be provided by others:

- Materials testing and inspection services
- Labor compliance services
- Funding administration services (reimbursement coordination, quarterly updates, closeout package)

FEE:

FEE ESTIMATE							
Tasks			Classification 1 Principal, Sr. Eng, Principal PM/CM	Classification 2 Tech. and PM/CM Support Staff Sr. Field CM/Inspector	Classification 3 Project Controls, Contract Admin, Office Eng Support Staff	Time Hrs Allocation	Budget Allocation
A. Pre-Construction Phase			Time Hrs Alloc. 8	Time Hrs Alloc. 8	Time Hrs Alloc. 12	28	\$4,980
			Hrly Rate \$200	Hrly Rate \$175	Hrly Rate \$165		
			Budget Alloc. \$1,600	Budget Alloc. \$1,400	Budget Alloc. \$1,980		
B. Construction Phase	Assumed Duration	Duration	Time % Alloc. 25%	Time % Alloc. 100%	Time % Alloc. 50%	1,680	\$295,200
		120 work days	Time Hrs Alloc. 240	Time Hrs Alloc. 960	Time Hrs Alloc. 480		
		8 work hrs/day	Hrly Rate \$200	Hrly Rate \$175	Hrly Rate \$165		
		960 Tot Work Hrs	Budget Alloc. \$48,000	Budget Alloc. \$168,000	Budget Alloc. \$79,200		
C. Close-out Phase			Time Hrs Alloc. 4	Time Hrs Alloc. 8	Time Hrs Alloc. 8	20	\$3,520
			Hrly Rate \$200	Hrly Rate \$175	Hrly Rate \$165		
			Budget Alloc. \$800	Budget Alloc. \$1,400	Budget Alloc. \$1,320		
Total Fee (Transtech)							\$303,700
TOTAL ESTIMATED BUDGET							\$303,700
APPARENT LOW BID RECEIVED BY THE CITY ON 10/29/25, CONTRACTOR IS SEQUEL CONTRACTORS							\$7,732,290
CONSTRUCTION MANAGEMENT/INSPECTION SERVICES AS % OF CONSTRUCTION CONTRACT							3.93%
The fee information presented above represent a best estimate of the Transtech effort anticipated to carry this project per the scope of services. Actual hours and dollar amounts may flex and re-allocated within various tasks as needed. Staff Classifications, Hourly Rates and Hours are average and may vary within the established total budget. Billing is based on actual hours spent.							

BRIEF COMPANY PROFILE:

Established in 1989, Established in 1989, Transtech Engineers, Inc. (a California Corporation) is a **multi-disciplinary municipal engineering consulting** firm. Our staff and resources include **approximately 250 staff**, including building official, plan checkers, inspectors, permit technicians, engineers, project managers, designers, construction managers, traffic and transportation analysts, technicians, admin support personnel.

Our **multi-disciplinary service capabilities** include:

- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- Civil Engineering,
- Staff Augmentation
- CIP Program Management
- Construction Management and Inspection
- Federally Funded Project Management
- Grant Writing
- CDBG Project Management
- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Labor Compliance
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, Right-of-way Engineering
- Emergency, Support Services

We have extensive **experience working with Public Agencies/Cities in similar assignments**. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. One of the **unique qualifications** of Transtech is that we serve public agencies as **municipal contract service providers**, including **Contract City Engineer, City Traffic Engineer, Building Official, CIP Manager, Planner and in other capacities**. **Several of our staff members are former City Engineers, Public Works Directors.**

Thank you for the opportunity to submit this proposal.

Should you have any questions, or require additional information, please contact the undersigned.

Sincerely,

Thank you for the opportunity to submit this proposal. Should you have any questions, or require additional information, please contact the undersigned.



Ahmad Ansari, PE, Contract Principal

E: Ahmad.ansari@transtech.org;

C: 949-702-5612

ATTACHMENT 3

Terracon Cosultants, Inc. Proposal

AGREEMENT FOR SERVICES

Reference Number: PLA251188

Date of Agreement: 11/5/25

EXHIBIT A Project Information

COMP – 1st Riggins Potrero Grande Corridor Project
Project Address: 1st St., Riggins St., Potrero Grande Dr., Monterey Park, California

EXHIBIT B Scope of Services

To provide inspection and field testing during street reconstruction project in 1st Street, Riggins Street and Potrero Grande Drive in the city of Monterey Park, California. Based on our understanding of the proposed construction, the general services to be provided by Terracon on this project include the following:

- Earthwork observation and compaction testing
 - Site preparation observation
 - Site grading fill placement
- Post installed anchor placement observation and testing Laboratory soil/aggregate testing
 - Modified Proctors
- Asphalt paving observation and compaction testing
 - Site preparation observation
 - Asphalt placement and compaction field testing
 - Laboratory testing
 - Asphalt cement by ignition (includes gradation)
 - Marshall density
 - Theoretical maximum specific gravity
- Portland cement concrete field and laboratory testing
 - Casting of (5) of 4x8 cylinders and performing slump & air content testing as specified
 - Laboratory testing
 - Compressive strength of concrete
- Project Management
 - Field personnel dispatch and management
 - Supervision of field services
 - Preparation and review of project report and invoices

The terms and pricing outlined herein shall become effective only upon issuance of a Purchase Order authorizing the scope of work. It should be noted the Client would be billed only for the amount of service provided, i.e. Terracon will not bill for the total budget if the total booked is less than the budget. Please note this is only a budget estimate and not a not-to-exceed price. Many factors, including those out of our control, such as weather and the contractor's schedule, implementation of RFI's and/or ASI's, and how often we are called to the site, will dictate the final fee for our services. Furthermore, all costs associated with deviations, re-testing and re-inspections of failing items, on-site standby time, and short notice premiums are not included in our estimated cost of this change order.

AGREEMENT FOR SERVICES

Reference Number: PLA251188

Date of Agreement: 11/5/25

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or would like to review this proposal.

Sincerely,
Terracon Consultants, Inc.



Jason Choi
Sr. Staff Engineer



Timothy Slegers, P.E.
Manager of Regional Services

AGREEMENT FOR SERVICES

Reference Number: PLA251188

Date of Agreement: 11/5/25

EXHIBIT C Compensation

Fee Estimate

Materials Services

**COMP - 1st Riggins Potrero Grande Corridor Project
Terracon Proposal No. PLA251188**

DESCRIPTION	QUANTITY	UNITS	RATE	TOTAL
Soil Testing and Observation				\$48,000.00
Soils Inspector, per hr.	220	hours	\$140.00	\$30,800.00
Asphalt Technician, per hr.	80	hours	\$140.00	\$11,200.00
Trip Charge	50	hours	\$70.00	\$3,500.00
Special Equipment Charges (Daily)	50	day	\$50.00	\$2,500.00
Material Testing and Inspection				\$17,010.00
Concrete Inspector, per hr.	112	hours	\$140.00	\$15,680.00
Trip Charge	19	hours	\$70.00	\$1,330.00
Laboratory Testing				\$5,575.00
Sample Pickup, hr.	15	hours	\$100.00	\$1,500.00
Laboratory Compaction Characteristics (Modified)	6	tests	\$200.00	\$1,200.00
Theoretical Maximum Specific Gravity	5	tests	\$200.00	\$1,000.00
Compressive Strength (Concrete)	75	tests	\$25.00	\$1,875.00
Project Management and Administration				\$7,320.00
Project Management, per hr.	20	hours	\$180.00	\$3,600.00
Dispatch, per hr.	30	hours	\$75.00	\$2,250.00
Senior Level Engineer, per hr.	6	hours	\$220.00	\$1,320.00
Miscellaneous Expenses	1	each	\$150.00	\$150.00
Total				\$77,905.00

Basis of Charges

1. Prevailing Wage

The rates herein are based on the fact that the project IS subject to California Prevailing Wage Laws. Should it be determined otherwise, these rates shall be null and void, and revised rates will be issued.

2. Form of Agreement

The rates set forth in the attached proposal are based upon the execution of Terracon's Standard Agreement for Services. Should the Client require use of its own contract, such contract shall be subject to legal review, for which a \$500 fee will apply, and may result in project schedule delays.

3. Normal Working Hours

Normal working hours are defined as 6:00 AM to 4:00 PM, Monday through Friday.

4. Scheduling Requirements

Terracon requires a minimum of 24 business hours' notice for all job start times. For night work, weekend work, or out-of-town assignments, a minimum of 48 business hours' notice is required. Inspections scheduled after close of business the prior day, or scheduled same-day, will incur a shift premium of 1.5 times the regular rate.

5. Trip Charge

A Trip Charge will apply to cover the representative's vehicle and mileage. Multiple services may be performed during a single trip; therefore, the number of services provided may not equal the number of trips estimated.

6. Billable Time

Personnel rates and trip charges are calculated on an on-site hourly basis only.

7. Minimum Charge

Assignments up to 4 hours will be billed at a 4-hour minimum. Assignments exceeding 4 hours but not more than 8 hours will be billed at an 8-hour minimum.

AGREEMENT FOR SERVICES

Reference Number: PLA251188

Date of Agreement: 11/5/25

8. Overtime and Double Time

Overtime (1.5x) will be billed for weekday work exceeding 8 hours up to 12 hours, and for the first 8 hours on Saturdays. Double Time (2.0x) will be billed for weekday work exceeding 12 hours, Saturday work exceeding 8 hours, and for all Sunday and holiday work.

9. Shift Premium

Weekday work performed outside normal working hours will be billed at 1.5 times the normal hourly rate for the first 8 hours.

10. Late Cancellation

Inspections canceled after 3:00 PM on the business day prior to the scheduled inspection will be subject to a 4-hour cancellation fee.

11. Re-Testing / Re-Inspection

Re-testing and re-inspection will be performed at the applicable unit rates and billed in addition to estimated costs.

12. Sample Preparation Charges

Samples not meeting specified test conditions upon receipt will require special preparation, subject to a minimum charge of \$50.00 per sample, depending on the test.

13. After-Hours Laboratory Testing

Laboratory testing conducted outside of normal working hours will be billed at 1.5 times the normal test rate.

14. Rush Testing

A 50% surcharge will apply to any testing designated as "rush."

15. Equipment and Outside Services

Rented equipment and/or outside services will be billed at cost plus 20%, unless billed directly to and paid by the Client.

16. Final Reports

A Final Soils Report and/or Final Affidavit, if required, will be prepared and submitted within 30 calendar days of the completion of all testing.

Reports will be billed in accordance with the hourly rates herein, and final payment must be received prior to delivery.

17. Structural Observation

Code-required Structural Observation is distinct from Special Inspection and must be performed by the Design Professional of Record or their designated representative. Terracon will not provide such documentation unless expressly designated prior to the start of construction.

18. Anchor Installation

Any anchors installed prior to inspection will be recorded as a violation of California Building Code Section 1705. The Contractor is responsible for scheduling inspections prior to anchor installation.

19. Off-Site Fabrication

For this proposal, it is assumed that all off-site fabrication is performed by an agency-approved fabricator. Shop inspections are not required for approved fabricators. If shop inspection is requested, Terracon will provide the service, with charges for representative's time, travel, mileage, and/or per diem based on fabricator location.

All requests for services should be submitted to Terracon Dispatch by calling 909-824-7311 or via email at socaldispatch@terracon.com.

ATTACHMENT 4

Avant-Garde Corporation Proposal



September 24, 2025

Anthony Bendezu
City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754

Subject: Proposal for Labor Compliance Services and Funding Administration Services for 1st
Riggin Potrero Grande Corridor Project MAT Cycle 1, Project ID #C1103

Dear Mr. Bendezu,

We have prepared this fee proposal to provide Labor Compliance and Funding Administration services for the above reference project in accordance with our on-call agreement with the City.

Funding Administration

Our services will include the following:

- Review existing project documentation, request and coordinate as needed; Serve as liaison with Metro and project staff
- Assist with developing and coordinating execution of funding agreement amendments between Metro and cities
- Attend all required project meetings as well as coordinate funding information, programming, and miscellaneous concerns with Metro and project staff
- Coordination with project staff, contractors/vendors/consultants, and Metro to ensure compliance with grant requirements
- Prepare quarterly progress reports and reimbursement requests; coordinate with city staff to obtain necessary documentation
- Administer the grant in accordance with the relevant funding guidelines
- Track grant expenditures and ensure all expenditures are eligible and within budget
- Assist with grant closeout and audit process

Labor Compliance

Our services will include the following:

- Review files to ensure required documentation was obtained for:
 - Pre-construction meeting
 - Prime and subcontractor certified payrolls & related documentation (i.e.) Certified Payroll, Statement of Compliance, Fringe Benefit Statement, Employee Interviews, Authorized Deductions, Apprenticeship Certification, etc.)
- Labor Standards Enforcement for Primes and subcontractor(s), if any.

- Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable Wage Decision.
- Review Contractor's compliance with all State and Federal required postings.
- Review worker classification and wage rate of the project workforce conforms to the applicable Wage Decision and inspector daily reports.
- Identify violation and investigate complaints of underpayment to workers. Submit and file all required forms to appropriate parties. In the even any labor violations and reported and investigation confirm the violations, prepare investigate reports and backup.
- Identify labor deficiencies and prepare letters of finding. Notify the prime contractor in writing of any labor discrepancies or suspected violation and define the corrective actions to be taken. Final resolutions will be documented.

Project Schedule

Construction is estimated to be 120 Working Days. The construction value for this project is estimated at \$8,844,583.

Compensation

The total fee for these services is estimated at \$56,950. Our services will be billed in accordance with the terms of our on-call agreement.

Labor Compliance \$34,800.

Funding Administration \$22,150.

If you have any questions, or if I can be of further assistance, please feel free to contact me at 323-371-5530 or by email at lmontoya@agi.com.co.

Sincerely,

Lissette Montoya

Lissette Montoya
Vice-President

Acceptance of Proposal:

City Representative



City Council Staff Report

Date: November 19, 2025
Agenda Item Number: 9.G.

To: The Honorable Mayor and City Council
From: Shawn Igoe, Public Works Director
Subject: Amendment to Agreement No. 2500-A, and agreement with SA Associates concerning the Garvey Sewer Improvements Project

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute the First Amendment to Agreement No. 2500-A with GRBCON, Inc., in a form approved by the City Attorney, to increase the contract amount by \$60,362 bringing the total contract value to \$1,845,415, plus \$184,541 contingency; and
2. Authorizing the City Manager to execute an agreement in a form approved by the City Attorney, with SA Associates, for a not to exceed amount of \$80,000 for construction management and construction inspection services; and
3. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

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

Executive Summary:

Capital Improvement Project ("CIP") No. 99027 – Sewer Repairs at Various Locations Project covers repairs of sewer locations citywide. The proposed project is for the installation of an 18" sewer relief line on Garvey Avenue from Chandler Avenue to Ynez Avenue. The project was awarded to GRBCON, Inc. on July 16, 2025. The City encountered a sink hole on S. Atlantic Boulevard near the project and as an emergency action requested the assistance of GRBCON to make the necessary repairs. The repairs were completed under a change order resulting in extending the project duration by 20 working days to make the necessary repairs. The Public Works Director ("Director") recommends amending the current agreement with GRBCON, Inc., increasing the contract amount by \$60,362, for a total contract value of \$1,845,415, plus \$184,541 contingency, and executing an agreement in a form approved by the City Attorney,

with SA Associates., for a not to exceed amount of \$80,000 for construction management and construction inspection services.

Background:

The City Council awarded the Project construction agreement to GRBCON, Inc on July 16, 2025. Before starting the project, the City encountered a sink hole on S. Atlantic Boulevard resulting from the failure of existing storm drain pipes. The failed storm drain pipe was corrugated steel pipe that has rusted and collapsed. The pipe was located on S. Atlantic Boulevard and ran from the western side of S. Atlantic to its west side and then entered under a parking lot connecting to the County storm drain system. In order to expedite the repair of the damaged pipe, the Director requested a change order from GRBCON to perform the necessary repairs.

The change order included the excavation of S. Atlantic Boulevard, removal of existing pipes, installation of new reinforced concrete pipe and construction of a manhole for access and repair of the road. The additional work will include the application of a protective polyurea coating to the interior of the corrugated steel pipe located under the parking lot of the property at 328 S. Atlantic Boulevard. The use of this method eliminates the need for disturbance to the private property parking lot as the contractor will be able to complete the work using the newly constructed manhole.

The Director is approving part of the required work on S. Atlantic and the construction of the manhole using the existing contingency, and is requesting an increase in the Agreement to pay for the rehabilitation of the drainage pipe under the private property and to be able to pay for any additional required services if needed with the additional contingency.

The Director requested a proposal from SA Associates for construction management and inspection services for the Garvey Sewer Improvement Project. SA Associates provided the City with a proposal for the requested services for a not to exceed amount of \$80,000.

It is recommended that the City Council approve the amendment to the GRBCON, Inc Agreement to a not to exceed amount of \$1,845,415, plus \$184,541 contingency and approve the execution of an agreement in a form approved by the City Attorney, with SA Associates, a not to exceed amount of \$80,000.

Strategic Plan Goal:

This Project meets the City's goal to maintain, build and modernize infrastructure and facilities to support the current and future needs of our City and community as it aims to improve conditions of the sewer system and eliminate hydraulic capacity deficiencies.

Fiscal Impact:

The FY 25-26 budget includes funding for CIP 99027 – Garvey Avenue Sewer Improvements. If approved, the proposed Amendment to Agreement 2500-A with GRBCON, Inc. would result in a new contract amount of \$1,845,415, plus \$184,541 for a total of \$2,029,956.

GRBCON, INC. Contract No. 2500-A			
<i>Original Contract Amount</i>		<i>Additional Scope of Work</i>	<i>Revised Contract Amount</i>
			Total
Contract Amount plus exhausted initial contingency	\$1,785,053	\$60,362	\$1,845,415
Contingency	0	0	\$184,541
Total	\$1,785,053	\$60,362	\$2,029,956

Additionally, the proposed agreement with SA Associates is a not to exceed amount of \$80,000. Available funds will be used to cover the increased costs for this project.

A portion of the additional work related to storm drain repairs will be performed using available Measure W funds.

Attachments:

1. GRBCON, Inc. Proposal
2. SA Associates, Inc. Proposal

ATTACHMENT 1

GRBCON, Inc. Proposal

Performance Pipeline Technologies
5292 System Drive Huntington Beach, CA. 92649
Phone (714) 536-7386

To: Grbcon
Attention: John Gavigan
Project: City of Monterey Park
Scope of work: Invert repair as needed, SIPP Lining in a 30" diameter pipe in of failed CMP storm Drain pipe

November 6, 2025
Quote #25109

Proposal includes the following:

- * All labor Signatory to the union
- * Vactor model cleaning truck
- * CCTV Inspection Truck
- * Cement mortar invert repair
- * SIPP Spray equipment
- * Geo Polymer cementitious material
- * Confined space entry crew and equipment
- * Rescue attendant for confined space entry crew
- * Post CCTV Inspection
- * Includes 1 thumb drive with video files and inspection reports.

Assumptions, Terms, and Conditions:

- * Traffic control by Grbcon to accommodate SIPP Equipment
- * Standard working hours 7am-5pm
- * Resident notification by Grbcon
- * Water for cleaning will be provided by Grbcon
- * Standard Insurance Endorsements any special verbiage additional fee.
- * No retention held on invoices
- * Net 30 Days.
- * This quote becomes part of any contract, agreement, or P.O.

Exclusions:

- * Any permits that may be required, and Bonds

Pricing 30" x 80' Invert repair/SIPP Lining \$54,875.00 L.S.

Respectfully Submitted,

+GRBCON MARKUP 10% \$5,487.50

Gene Glassburner
Performance Pipeline Technologies
DIR # 1000014327
Small Business Certificate 2021179
CL 825824

TOTAL CO: \$60,362.50

ATTACHMENT 2

SA Associates Proposal



October 31, 2025

Mr. Ziad Mazboudi
City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754

Subject: Proposal for Construction Support and Inspection Services for the Sewer Main Improvements along Atlantic Boulevard, Project No. 2020-002

Dear Ziad:

In accordance with your request, we are pleased to submit this proposal to provide **Construction Support and Inspection Services** for the **Sewer Main Improvements along Atlantic Boulevard**.

It is our understanding that the project will include the installation of approximately **900 linear feet of extra-strength 18-inch sewer main** along **Garvey Avenue**, extending from **Chandler Avenue to Ynez Avenue**, to be constructed by **open-cut trenching methods**. Accordingly, this proposal covers only construction support and inspection services for these project limits.

Based on the information provided, the construction contract has been awarded to **GRBCON Incorporated** for a total bid price of **\$1,687,447**. Construction is anticipated to begin on **Monday, December 1, 2025**, and be substantially completed by **January 30, 2026**, for a total of **40 working days**, excluding the holiday period.

PROPOSED STAFF

The following key personnel are proposed to perform the Construction Support and Inspection Services for this project:

- **Construction Support (CS):** *Jorge Lovo, P.E.* – Mr. Lovo will serve as the Construction Support Engineer, providing technical assistance, responding to RFIs and submittals, and coordinating design-related clarifications during construction. **Construction management will be provided by the City.**
- **Construction Inspector:** *Jeff Herrera* – Mr. Herrera will serve as the full-time field inspector, representing the City in monitoring the contractor's performance, verifying compliance with plans and specifications, and maintaining detailed daily inspection records.

SCOPE OF SERVICES

Task 1. Construction Support Services

Our construction support services will include technical assistance during construction to help ensure the work is completed in accordance with the approved design documents and City standards. Specific activities include:

1. Attend the **pre-construction meeting** and up to **two (2) progress meetings** during construction.

2. Review and respond to **Requests for Information (RFIs)** and **Requests for Clarification (RFCs)** — up to **five (5)** assumed for budgeting purposes.
 3. Review **shop drawings and submittals** for compliance with design intent and specifications. For proposal purposes, up to **five (5)** submittals and resubmittals are included. The City will process all shop drawings.
 4. Review **change order requests**, with up to **three (3)** assumed for this proposal. The City will process and issue the change orders.
 5. Prepare **As-Built Drawing Set** based on the contractor's redlined field drawings and the inspector's field notes, to be submitted following completion of construction.
-

Task 2. Construction Inspection Services

We will provide **full-time construction inspection** for the duration of active sewer construction. The assigned inspector will act as the City's representative in the field and will monitor the contractor's performance to ensure conformance with contract documents, applicable standards, and safety regulations. The inspector's responsibilities include:

1. Attend pre-construction and progress meetings during the course of construction.
 2. Provide full-time, on-site inspection of all sewer construction activities, including trenching, pipe installation, manhole construction, lateral connections, testing, and surface restoration.
 3. Provide **nighttime and weekend inspection**, estimated at approximately 40 hours (one week) of the total construction duration.
 4. Verify the contractor's **schedule, work plan, and submittals** for field implementation compliance.
 5. Monitor **traffic control** measures for compliance with the approved plans, ensuring that **pedestrian and driveway access** are maintained as required.
 6. **Coordinate with City staff, adjacent property owners, and utility agencies** to minimize conflicts and disruptions.
 7. Prepare **daily construction inspection reports** documenting contractor working hours, crew and equipment on site, work performed, testing results, materials delivered, field decisions, and other relevant observations.
 8. Take and catalog **digital photographs** of all major construction activities and key stages of work.
 9. Record and verify **quantities of pay items** for progress payments and assist with review of contractor's monthly pay applications.
 10. Coordinate with the City's **Project Manager (PM)** regarding any field issues, safety concerns, or potential changes in scope or cost.
 11. Assist the City during **final inspection**, preparation of **punch lists**, and verification of final project completion and acceptance.
-



EXCLUSIONS

The following services are **not included** in this proposal but can be provided under separate authorization if requested:

1. *Construction Management (overall project administration and coordination).*
2. *Materials and Compaction Testing (third-party laboratory services).*
3. *Construction Staking or Surveying Services.*

COST PROPOSAL

To perform the services described herein, we propose a fee of **\$80,000**. A detailed **Fee and Expense Reimbursement Schedule** is provided on the following page for your review and approval.

We appreciate the opportunity to continue supporting the City of Monterey Park on this important infrastructure improvement project. Please feel free to contact me at **jlovo@saassociates.net** or **(323) 770-3818** with any questions or if additional information is required.

Sincerely,

Very truly yours,

A handwritten signature in black ink, appearing to read 'JL', followed by a horizontal line.

Jorge Lovo

**CONSTRUCTION SUPPORT AND INSPECTION SERVICES FOR THE SEWER MAIN IMPROVEMENTS
ALONG GARVEY AVENUE, FROM CHANDLER AVENUE TO YNEZ AVENUE**

CITY PROJECT 2020-002

FEE SCHEDULE

Description	Project Manager		Design Engineer		Technician (CAD)		Construction Inspector		Administrative/ Clerical		Direct Cost	Total	
	Hrly Rate: \$245		Hrly Rate: \$130		Hrly Rate: \$115		Hrly Rate: \$150		Hrly Rate: \$105				
							Hrly Rate: \$300						
	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Amount	Wk-Hrs	Amount
TASKS													
1: CONSTRUCTION SUPPORT SERVICES	14	\$3,430	57	\$7,410	16	\$1,840	19	\$2,850	7	\$735	\$735	113	\$17,000
2.1: CONSTRUCTION INSPECTION REGULAR TIME	8	\$1,960	26	\$3,380	0	\$0	280	\$42,000	6	\$630	\$0	320	\$47,970
2.2: CONSTRUCTION INSPECTION NIGHTTIME & WEEKEND	4	\$980	8	\$1,040	0	\$0	40	\$12,000	2	\$210	\$0	54	\$14,230
TOTAL FOR CONSTRUCTION INSPECTION	12	\$2,940	34	\$4,420	0	\$0	320	\$54,000	8	\$840	\$800	374	\$63,000
GRAND TOTAL	26	\$ 6,370	91	\$ 22,295	16	\$ 3,920	339	\$ 83,055	15	\$ 3,675	1,535	487	\$80,000

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Project Manager	\$245.00
Construction Manager	\$195.00
Engineer	\$130.00
CAD	\$115.00
Construction Inspector	\$150.00
Secretary	\$105.00

Reimbursable In-House Costs

Photo Copies	\$ 0.15/each
Blueprints	\$ 0.50/S.F
Vehicle mileage, between engineer's office and project site and/or client offices, will be billed at	\$ 0.70/mile

Other Reimbursables

Reproduction, special photograph, printing, and any other services performed by subcontractor will be billed at	cost + 15%
Postage Delivery Service, Express Mail	cost + 15%

NOTE: All rates listed above are effective to January 30, 2026



City Council Staff Report

Date: November 19, 2025
Agenda Item Number: 9.H.

To: The Honorable Mayor and City Council
From: Diana Garcia, Assistant City Manager
Subject: Transgender Day of Remembrance Resolution (As Requested by Mayor Pro Tem Lo)

Recommendation:

It is recommended that the City Council consider:

1. Approving the attached resolution; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The attached resolution is being brought forth to the Council for consideration at the request of Council Member Lo.

Background:

N/A

Strategic Plan Goal:

N/A

Fiscal Impact:

There is no expected fiscal impact associated with adopting this resolution.

Attachments:

1. Transgender Day of Remembrance Resolution 2025

ATTACHMENT 1

Transgender Day of Remembrance Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING AND RECOGNIZING NOVEMBER 20, 2025, AS TRANSGENDER DAY OF REMEMBRANCE.

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

SECTION 1: The City Council finds as follows:

- A. Transgender Day of Remembrance was first recognized on November 20, 1999 to honor the life of Rita Hester, a transgender woman of color whose murder in 1998 has yet to be solved.
- B. November 20th has since been recognized annually as Transgender Day of Remembrance to call attention to the epidemic of violence and discrimination against transgender people and to memorialize the lives lost each year as a result.
- C. Transgender, gender-nonconforming, and non-binary individuals claim many diverse identities and are beloved members of our communities.
- D. Violence targeting transgender, gender-nonconforming, and non-binary people disproportionately impacts transgender women of color, making Black transgender women the most targeted community to experience violence in the United States.
- E. Transgender people are murdered or die at rates far above other communities from the impacts of poverty and other socio-economic barriers to affordable and stable housing; gender-affirming healthcare, and safe employment and learning environments.
- F. Violence targeting the transgender, gender non-conforming and non-binary people is routinely underreported or misreported, impacting the community's ability to advocate and track progress and law enforcement's ability to prevent and resolve crimes.
- G. The recognition of Transgender Day of Remembrance has grown to celebrate the resilience of transgender, gender non-conforming, and non-binary people and their invaluable contributions to the social and economic fabric of our communities despite extreme institutional discrimination and violence.
- H. The City of Monterey Park has a preexisting commitment to supporting transgender, gender-nonconforming, and non-binary people as demonstrated by the official recognition of the month of June as Pride Month in 2020 and hosting the 5th annual San Gabriel Valley Pride Festival earlier this year.

- I. The City Council of Monterey Park is opposed to the destruction of civil rights and erasure of transgender, gender-nonconforming and non-binary communities in the San Gabriel Valley, and recognizes that standing with their communities at a local level is critical to maintaining a healthy, safe, and diverse community for residents of Monterey Park.
- J. The City Council of Monterey Park honor the lives lost from violence against transgender people and condemn all acts of violence, discrimination, and harassment targeting transgender people.
- K. The City Council of Monterey Park hereby proclaims November 20, 2025, as Transgender Day of Remembrance.

SECTION 2: *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 3: *Recordation*. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

SECTION 4: *Effective Date*. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 19th day of November, 2025.

Elizabeth Yang, Mayor

Attest:

Maychelle Yee, City Clerk



City Council Staff Report

Date: November 19, 2025
Agenda Item Number: 10.A.

To: The Honorable Mayor and City Council
From: Timothy Hou, Director of Community Development
Subject: A public hearing to consider approval of the construction of a 247,480-square-foot data center and associated improvements located at 1977 Saturn Avenue, (Assessor's Parcel Number 5265-026-054) ("Subject Property")

Recommendation:

It is recommended that the City Council consider:

1. Opening the public hearing and taking testimonial and documentary evidence;
2. After closing the public hearing and considering the evidence received during the public hearing, introduce and waive first reading of an Ordinance activating the Business Recovery Development Agreement Zone ("BRDZ"), approving Development Agreement No. 24-02 ("DA-24-02") and site development plan (DRB-24-040) for the construction of a data center, and adopting a Mitigated Negative Declaration ("MND") (State Clearing House Number 2024101397);
3. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the project pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). An initial study was prepared in accordance with the CEQA Guidelines § 15063 ("IS") which shows that, if mitigated, the Project would not cause any significant environmental impacts. Accordingly, pursuant to CEQA § 21091, the City prepared a Mitigated Negative Declaration ("MND") of environmental impacts. Based on the IS findings, and with proposed mitigation measures for cultural resources, geology and soils, hazards and hazardous materials and tribal cultural resources, the project would not result in significant environmental impacts.

The IS and MND, and a notice of intent to adopt the IS and MND was prepared, circulated, and made available for public review between Thursday, October 31, 2024, and Monday, December 2, 2024. During this period, the City received five comment letters stating concerns with the proposed project. Comments were received from Los Angeles County Sanitation Districts, Advocates for the Environment, Coalition for Responsible Equitable Economic Development Los Angeles ("CREED LA"), California Department of Conservation, Geologic Energy Management Division, and the South Coast Air Quality Management District. The Director of Community Development considered all comments, determined that the comments did not constitute substantial evidence of a potentially significant impact, and while

not required by CEQA, provided responses to those concerns. Therefore, no further environmental review is required. The MND, Response to Comments and other CEQA documents can be found in Attachment 1, Exhibit C and on the City website at <https://url.us.m.mimecastprotect.com/s/BIGbCDkw89sXp1vEHwfDCjTtsF?domain=montereypark.ca.gov>

Executive Summary:

HMC StratCap 1977 Saturn, LLC (the “Applicant”) requests a Development Agreement and activation of the Business Recovery Development Agreement Zone (“BRDZ”) to construct a 247,480-square-foot data center and associated improvements (the “Project”) on the real property commonly known as 1977 Saturn Street (the “Property”). The Property is approximately 15.8 acres (689,073 square feet) within the S-P Saturn Park Innovation/Technology Zone (“SPITZ”) and has a General Plan Land Use Designation of Innovation/Technology.

Pursuant to the Monterey Park Municipal Code (“MPMC”) § 21.14.180 and § 21.14.220, data centers are permitted in the SPITZ with a development agreement.

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

Legislative: The recommended action entails adoption of an Ordinance activating the BRDZ and approving a development agreement. When considering such actions, the City Council acts in its discretionary legislative capacity. Pursuant to Government Code § 65867.5, to approve the development agreement, the City Council must find that the:

- Provisions of the agreement are consistent with the general plan and any applicable specific plan.

Quasi-judicial: The recommended action includes approval of a site development plan (DRB-24-040) and adoption of the IS and MND. In considering such actions, the City Council acts in a quasi-judicial role. When doing so, the City Council acts like a court; it applies facts gathered during a public hearing to existing law. Just like a court, the City Council can only consider facts that are relevant to the case. A party appearing before the legislative body is entitled to:

- Notice of the proposed action;
- Reasons for the action;
- A copy of the evidence on which the action is based; and
- The right to respond before a reasonably impartial, non-involved reviewer.

The City Council must base its decision upon substantial evidence within the record. “Substantial evidence” generally means enough relevant information and reasonable inferences from information gathered during a public hearing that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. Argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly erroneous or inaccurate, or evidence of social or economic impacts does not constitute substantial evidence. Substantial evidence includes facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts. If the City Council asks irrelevant questions and bases its decision-making on such questions, a court may overturn the City Council’s decision and potentially hold the City liable for violating the applicant’s constitutionally protected due

process rights.

Pursuant to MPMC §§ 21.14.180 and 21.36.060, to approve the site development plan the City Council must find that the project:

- Is compatible and in keeping with the character of the neighborhood and not detrimental to the general welfare of the neighborhood in which they are located;
- Reflects the values of the community; enhance the surrounding environment; and harmonize with its surroundings; and
- Provides a visually pleasing setting for structures on the site through landscaping.

Pursuant to CEQA Guidelines § 15074, to approve the MND, the City Council must find:

- On the basis of the whole record before it (including the initial study and any comments received), that there is no substantial evidence that the project will have a significant effect on the environment and that the negative declaration or mitigated negative declaration reflects the lead agency's independent judgment and analysis.

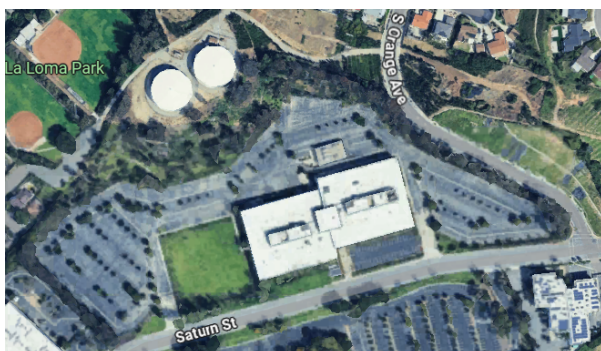
These findings are included in the attached Ordinance (Attachment 1), including its attachments. The facts to make such findings are based upon substantial evidence in the entire administrative record, including, without limitation, those gathered during the public hearing.

Background:

The Property is located in the southeastern portion of the City to the north of Potrero Grande Drive, within Saturn Park. The Property is located on the southwest corner of Saturn Street and Orange Avenue, is irregular in shape, approximately 15.8 acres in size, and has topography that includes uphill slopes to the rear of the Property. The Property is improved with a two-story professional office building, which has been vacant since 2016. The improvements include extensive surface parking on the north, east and west sides of the building. All existing improvements would be demolished as part of this Project.

Surrounding land uses include office development to the south, east and west (Saturn Park) and La Loma Park and a landscape nursery to the north, with a small portion of residential uses at the northwest corner of the property. The Project includes additional buffering landscaping in that area and a 6-foot tall block wall on the residential side of the property. The plans indicate trees and shrubs to provide screening for the residential uses.

Figure 1: Aerial



The Project is for the development of a 247,480-square-foot data center. The proposed data center would house computer servers and support equipment for private clients. The computer facilities located within the data center will be in operation 24 hours a day and seven days a week. Clients would either use the data center as a place to relocate their existing servers or as a place to operate new servers and expand their server capacity. Employees on-site would include technicians, professional employees, and building maintenance personnel during regular business hours. Security personnel will be on-site at all times.

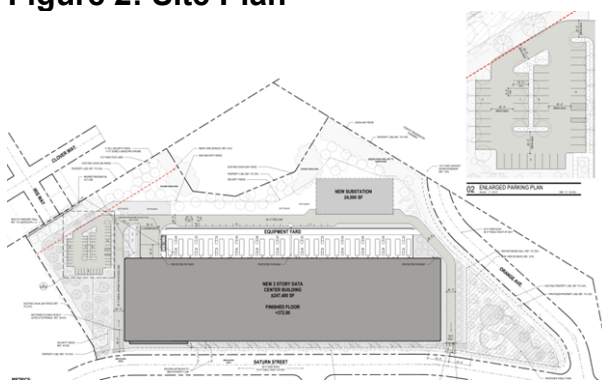
Site Plan

The Property has primary frontage on Saturn Street with some secondary frontage on Orange Avenue. The Applicant is proposing to construct the large data center building in the center of the Property. The proposed building is 900 feet long by 238 feet deep.

The building is setback from the front property line 12 feet at the closest point, with most of the building being setback a minimum of 19 feet. The other setbacks are substantial, with the 50-foot setback to Orange Avenue being the closest at the corner of the building. Most of the building will be one story. The western portion of the building, however, where the office area is located, is two stories. While the building height of the building is measured through an average grade plane calculation, the height of the single story portions of the building will be 32 feet and the height of the second story portion will be 42 feet. The development has a floor area ratio (FAR) of 0.359. The Saturn Park Zone does not have a maximum FAR.

The design includes two drive aisles on Saturn Street, one on each side of the building. Behind the main building is a new Edison Substation that would allow for the electrical power needed for the data center. The hillsides on the north side of the Property would stay in their existing condition. The Property would be enclosed with an eight-foot-tall security fence, including gates for vehicles. The vehicular gate on the west side of the building has a 65-foot setback to allow for queuing of vehicles waiting to enter. Retaining walls are proposed on the north side of the property near the Edison substation.

Figure 2: Site Plan



The primary parking area is located on the western side of the building and would provide 46 parking spaces. At the rear of the building another 22 parking spaces are proposed, which are designed as parallel parking spaces. A total of 68 parking spaces are proposed, all of which are standard parking spaces. Because the MPMC does not have a parking requirement for data centers, the Applicant prepared a Parking Demand Analysis (Attachment 5). The Parking Analysis is based on the size of floor area for the office area, and the Municipal Code standard for parking in a Public Utility Substation (a similar use). The parking requirement for a Public

Utility Substation is one parking space per employee. The Analysis indicates that the data center will have 26 employees and concludes that the proposed 68 parking spaces is sufficient for the use.

Large areas of landscaping are proposed along the east side at the intersection of Orange Avenue and Saturn Street, on the west side of the Property and on the slopes on the north side of the Property. The slopes on the north side of the Property are currently landscaped with trees, which will be retained. The landscape areas on the east and west will be created with this development. A Tree Evaluation Report ("TER") was prepared for the project which indicates that most of the trees on the site will be removed, with those on the slopes on the north side of the Property being retained. The TER states that there are currently 337 trees on the property. While 162 trees will be removed, the Applicant will plant 162 trees as part of the Project.

The highest elevation on the Property is on the north and east side. To provide a relatively level pad for the structure, retaining walls are proposed at the rear of the Property adjacent to the slope. The proposed retaining walls includes the following:

- North side of property (behind the Edison Substation) eight feet maximum height (not visible from the street);
- North side of property (35 feet from Orange Avenue) four feet maximum height (not visible from the street).

The Applicant will be dedicating land to the City as part of the Project. The City Engineer is requiring a 20-foot right-of-way dedication on Saturn Street and Orange Avenue to facilitate street widening and sidewalk installation . Additionally, the Applicant proposes to dedicate a park site to the City. The potential park site is located at the eastern side of the Property at the intersection of Saturn Street and Orange Avenue and is approximately 39,900 square feet.

Building Plans

The overwhelming majority of the floor plan is utilized by the six data halls and utility areas (166,600 square feet). Other substantial amounts of floor area are used as mechanical and electrical rooms. The office area includes two floors and includes administration, storage, and a lobby (22,232 square feet). The loading dock and loading area are located next to the office area. The trash enclosures are located next to the loading area . The trash enclosure is 12 foot by 21 feet with an 8-foot-tall wall surrounding it. The trash enclosure is in compliance with the Code standards.

To the rear of the building, outside of the building walls, is an equipment yard that runs along the back of the building and is enclosed by an 18-foot-tall wall. Within that equipment yard, the proposal is to install 24 stationary diesel fueled internal combustion engines and generators . These generators would be used only in the event of an interruption in Edison service. Each generator would be equipped with a sound-rated all-weather enclosure capable of achieving an outdoor sound level of 65.3 dBA at 7 meters. It should be noted that the Monterey Park Municipal Code (MPMC) Section 4.50.050 states that emergency generators used during a power outage or other emergency are exempt from the City's noise ordinance.

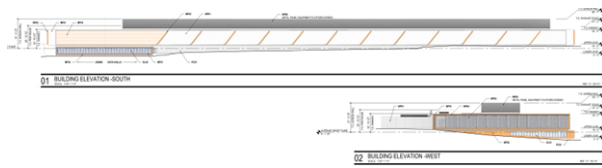
The proposal includes an equipment platform constructed above the roof. The equipment platform would extend most of the length of the building (750 feet) and be about 70 feet in

width. The equipment area would be screened from view by a 19-foot tall, light gray, mesh and louver screen. The equipment screen would be set back approximately 90 feet from the front elevation of the building. This screen would conceal the rooftop equipment. This rooftop equipment would be required to provide interior temperature control and to cool computer servers.

Architectural Design

The proposed building is a data center and has been designed primarily with solid walls for security and climate control. The main portion of the building, which houses the data halls, will have an exterior of metal panels. Along the Saturn Street frontage, the proposal includes large white solid panels that angle away from the building to a depth of 3 feet and angle from the roof downward. The ends of these panels include an orange fin. Along the western side of that elevation, where the office area is located, the lower floor includes a row of windows, and the upper floor includes a solid and perforated panel that is white with orange accents. The western elevation includes angled perforated screen panels on the upper elevation with a row of windows on the lower level. The combination of angled solid panels, perforated screens and varied materials and colors provide interest to the proposed building.

Figure 3: South and West Elevations



Development Agreement

The Project satisfies all requirements, including General Plan consistency, for approving a development agreement. MPMC § 21.14.220 requires a development agreement for data centers. The Applicant is proposing public benefits which include:

- Development of a vacant and underutilized property in Saturn Park.
- Improvement of the public right-of-way along certain Property frontages.
- Installation of enhanced landscaping and lighting along certain Property frontages.
- Generation of reoccurring tax revenues for the City.
- Public Open Space. Before certificate of occupancy is issued, the Applicant must provide to City a grant deed, that transfers fee title ownership, of approximately 39,900 square feet of land located along the Property frontage on Saturn Street and Orange Avenue, for use as a publicly-accessible pocket park, that City will own and operate.
- Public Trail Extension. Before certificate of occupancy is issued, the Applicant must deposit \$200,000 with City to fund the design and construction of improvements, located in the public right-of-way and/or easement areas controlled by the City, to extend a segment of the existing pedestrian trail from La Loma Park, through the existing plant nursery, and along the west side of Orange Avenue, to the access point of the new pocket park.

The Development Agreement also activates the Business Recovery Development Agreement Zone ("BRDZ") per MPMC Chapter 21.45. The BRDZ is a "floating zone" which is allowed to be activated once a need is identified. The BRDZ area provides flexibility for development standards that would generally be applicable to the underlying zone. Here, the Applicant is

requesting to establish a height limit to allow the height to exceed the 40-foot identified in the Code. While the building height is 32 feet 10.5 inches, the Equipment Platform Screen is 51 feet 5.5 inches. The activated BRDZ allows that height with the approval of the Development Agreement.

The Development Agreement also includes additional requirements, which will limit impacts, and implement the goals, policies, and objectives of the General Plan.

Strategic Plan Goal:

The Project meets the 2025-26 Strategic Plan Goal to “Advance Economic Development Initiatives and Support Local Businesses” by fostering business growth and attracting investment.

LEGAL NOTIFICATION:

The legal notice of this hearing was posted at City Hall, Monterey Park Bruggemeyer Library, and Langley Center and published in Monterey Park Press on October 30, 2025, with affidavits of posting on file. The legal notice of this hearing was mailed to 49 property owners within a 300 feet radius of the property.

Fiscal Impact:

Project is anticipated to generate revenue of \$6.5 million during construction and \$5 million recurring, once construction is complete.

Attachments:

1. Draft Ordinance
2. Architectural Plan
3. Parking Demand Analysis
4. Letter of Support

ATTACHMENT 1

Draft Ordinance

ORDINANCE NO.

AN ORDINANCE ACTIVATING THE BUSINESS RECOVERY DEVELOPMENT AGREEMENT ZONE (“BRDZ”); AMENDING THE ZONING MAP TO REFLECT ACTIVATION OF THE BRDZ; APPROVING DEVELOPMENT AGREEMENT NO. 24-02 (“DA-24-02”); APPROVING SITE DEVELOPMENT PLAN (DRB-24-040) FOR CONSTRUCTION OF A DATA CENTER ON REAL PROPERTY AT 1977 SATURN AVENUE

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

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

- A. HMC StratCap 1977 Saturn, LLC (“Developer”) submitted development applications for approval of a data center in Saturn Park on real property with an address of 1977 Saturn Avenue (“Project Site”). The project consists of land use approvals for DRB-24-040; DA-24-02; and ZA-25-03. The zone change constitutes activation of the Business Recovery Development Agreement Zone (“BRDZ”).
- B. The City Planner 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”).
- C. The City Planner completed review and scheduled a public hearing regarding the proposed Project before the City Council for November 19, 2025. On October 29 and 30, 2025, Notice of the public hearing on the Project was duly given as required by law.
- D. On November 19, 2025, the City Council conducted a public hearing to consider the Project including, without limitation, this Ordinance and the Development Agreement.
- E. The City Council reviewed the proposed project, conditions of approval, and related environmental aspects of the Project as required by the MPMC at the November 19, 2025, public hearing.

- F. The City Council carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of November 19, 2025.
- G. This Ordinance, and its findings, are based upon the entire administrative record considered during the November 19, 2025, public hearing including, without limitation, the staff report and accompanying documents.

SECTION 2. *Factual Findings.* The City Council finds that the following facts exist:

- A. The Project includes demolishing an existing 205,628 square foot office building and construction of 247,480 square-foot data center and associated improvements (“the Project”).
- B. The Project Site is zoned S-P Saturn Park Innovation/Technology Zone (“SPITZ”) and has a General Plan designation of Innovation/Technology. The Project complies with the SPITZ. A data center is permitted only with a development agreement as provided in MPMC § 21.14.220.
- C. The Project Site is accessible from Saturn Street, a 60'- 0" wide right-of-way minor arterial street. A Project Transportation Study Screening Assessment was prepared for the Project which indicates that the Project will generate approximately 52 daily vehicle trips.
- D. The Project Site is surrounded by office development to the south, east and west (Saturn Park) and La Loma Park and a landscape nursery to the north, with a small portion of residential uses at the northwest corner of the property.
- E. The Project is compatible with the existing uses in the vicinity, which include office buildings and associated improvements.
- F. The Project features exterior building elements and materials for the proposed data center would include metal panels, precast concrete panels, aluminum-framed shadow box glass storefront with an aluminum canopy, aluminum-framed doors, glazed windows, and perforated/louvered screen walls.

SECTION 3. Pursuant to Government Code § 65867.5, the City Council finds the following:

- A. The development agreement is consistent with the City’s General Plan. 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 Project Site that is currently vacant and underutilized, which is consistent with the following General Plan policies:

1. LU Policy 2.1 - Provide flexible and clear development standards to allow commercial, professional, industrial, institutional, and hospitality businesses and uses to expand and thrive economically.
 2. LU Policy 2.2 - Facilitate the growth of a diverse business sector resilient to change over time and compatible with a broad range of skills and workers.
 3. LU Policy 2.3 - Create a culture of innovation and growth, encouraging emerging businesses to attract high-quality jobs.
 4. LU Policy 25.3 - Create a distinct physical identity for the Saturn Park district.
- B. The development agreement also provides certainty in planning and construction as well as orderly development, while providing assurance to the Developer that it may construct the Project.

SECTION 4. Environmental Review. The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the “CEQA Guidelines”). The City Council finds as follows:

- A. An Initial Study of Environmental Impacts (“IS”) and Mitigated Negative Declaration (“MND”) were prepared for the Project pursuant to CEQA Guidelines § 15063.
- B. Pursuant to CEQA Guidelines § 15070 (b), a mitigated negative declaration is deemed appropriate if it is determined that though a project could result in a significant effect, mitigation measures are available to reduce these significant effects to less than significant levels. Pursuant to the MND, recommended mitigation measures are provided for Cultural Resources (Section 4.5), Geology and Soils (Section 4.7), Hazards and Hazardous Materials (Section 4.9) and Tribal Cultural Resources (Section 4.18).
- C. The IS and MND were made available to the public for review and comment from Thursday, October 31, 2024, and Monday, December 2, 2024.

- D. During the public review of the IS/MND, the City received five comment letters. Subsequently, a Response to Comments and Errata documents was prepared and provided as part of the public hearing.
- E. A duly noticed public hearing was held by the City Council on November 19 2025, at which time evidence was heard on MND and staff report. At the hearing, the City Council fully reviewed and carefully considered the MND and Response to Comments and Errata, together with any comments received during the public review period and determined that the MND was consistent with CEQA.
- F. When considering the whole record for the IS and MND, there is no evidence that the Project will have the potential for an adverse effect on wildlife resources or the habitat on which the wildlife depends, because the Project is in a built-out urban environment and includes appropriate mitigation measures.
- G. Accordingly, based upon the evidence presented to the City Council, the City need not prepare an environmental impact report for the proposed project. Consequently, the City Council adopts the draft MND.

SECTION 5. 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 6. General Plan and Zoning. The Project conforms to the City's General Plan, and Title 21 (Zoning) of the MPMC, including, without limitation:

- A. Policy 2.1 - Provide flexible and clear development standards to allow commercial, professional, industrial, institutional, and hospitality businesses and uses to expand and thrive economically.
- B. Policy 2.2 - Facilitate the growth of a diverse business sector resilient to change over time and compatible with a broad range of skills and workers.
- C. Policy 2.3 - Create a culture of innovation and growth, encouraging emerging businesses to attract high-quality jobs.
- D. Policy 25.3 - Create a distinct physical identity for the Saturn Park district.

SECTION 7. Site Development Plan Findings. Pursuant to MPMC §§ 21.14.180 and 21.36.060, the City Council finds as follows:

- A. The architecture and mass of new buildings and structures and modifications of existing buildings and structures are compatible and in keeping with the character of the neighborhood and not detrimental to the general welfare of the neighborhood in which they are located.

The development is proposed in the Saturn Park area on a 15.8-acre site currently improved with an office building that is vacant. Saturn Street is currently developed with office and business park uses. The Project Site is large, and the floor area ratio (FAR) proposed is 0.359 in a General Plan designation that allows up to 0.6 FAR. The Project's building and architecture are compatible and in keeping with the character of other buildings on Saturn Street. The proposed development includes large areas of open space on the north and west sides of the building. These large open spaces provide a buffer to the residential neighborhoods adjacent to the Project Site to the northwest. The proposed development is not detrimental to the general welfare of the neighborhood.

- B. The design and architecture reflect the values of the community; enhances the surrounding environment; and harmonizes with its surroundings.

The Project's architecture includes modern elements with simple building forms such as a flat roof with a parapet, a mix of wall finishes and materials. The elevations are designed to provide articulation to provide movement and interest. Surrounding buildings are offices or business park buildings. The proposed architecture reflects the values of the community, enhances the surrounding environment and harmonizes with its neighborhood surroundings.

- C. The landscaping provides a visually pleasing setting for structures on the site.

The proposed project is a large property and will include a significant amount of landscaped open space, including retaining much of the existing landscaping on the north side of the project. The landscaping will provide a visually pleasing setting for structures on the site as the preliminary landscape plans include a mix of plant materials that include various heights and types of landscaping.

- D. The design, quality, and location of signs are consistent with the character and scale of the structures to which they are attached and are visually harmonious with surrounding development.

The proposed building is a data center. Most of the floor area of the structure is utilized by data halls. Minimal signage for identification purposes is anticipated and will comply with the MPMC. The proposed use will maintain visual harmony within the surrounding development.

SECTION 8. Public Benefits. The Development Agreement provides for public benefits including, without limitation:

- A. Improvement of the public right-of-way along certain property frontages.
- B. Installation of enhanced landscaping and lighting along certain Property frontages.
- C. Generation of reoccurring tax revenues for the City.
- D. Public Open Space. Before the Building Official issues the final Certificate of Occupancy for the Project, Developer must provide to City a grant deed, that transfers fee title ownership, of approximately 39,900 square feet of land located along the Property frontage on Saturn Street and Orange Avenue, as identified in Exhibit "F," for use as a publicly-accessible pocket park, that City will own and operate. Developer will construct initial improvements (including pedestrian pathway, lawn areas, bench seating, an entry monument, and associated irrigated landscaping) for the pocket park in substantial conformance with the conceptual plan. Developer will consult with City regarding final park design which must be approved by City in its reasonable discretion. Developer's obligation under this provision is considered fully satisfied after the grant deed in Exhibit "F" of the Development Agreement is recorded and in the 1977 Saturn Data Center plans approved by the City on _____, 2025.
- E. Public Trail Extension. Before the Building Official issues the final Certificate of Occupancy for the Project, Developer must deposit \$200,000 with City to fund the design and construction of improvements, located in the public right-of-way and/or easement areas controlled by the City, to extend a segment of the existing pedestrian trail from La Loma Park, through the existing plant nursery, and along the west side of Orange Avenue, to the access point of the new pocket park, as identified in Exhibit "G" of the Development Agreement. Developer's obligation under this provision is considered fully satisfied upon deposit of \$200,000 with the City.

SECTION 9. 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 10. *Adoption and Approval.* Based on the foregoing, the City Council:

- A. Approves site development plan (DRB-24-040), subject to conditions in the attached Exhibit "B" which are incorporated by reference. In the event of any conflict between the MPMC, the DA, and this Ordinance, the MPMC and the DA will take precedent over the Conditions of Approval;
- B. Adopts the MND attached as Exhibit C, and incorporated by reference;
- C. Activates the BRDZ for the Project Site pursuant to MPMC Chapter 21.45

SECTION 11. *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 "D," which is incorporated by reference.

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

SECTION 13. *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 14. *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 15. *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 16. *Severability.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 17. *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 18. *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 19. *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 20. *Effective Date.* This Ordinance becomes effective on the 30th day following its passage and adoption.

PASSED, APPROVED, AND ADOPTED this 19th day of November 2025.

Elizabeth Yang, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

Exhibit A: Development Agreement No. 24-02
Exhibit B: Site Development Plan Conditions of Approval
Exhibit C: Initial Study & Mitigated Negative Declaration
Exhibit D: Zone Map Amendment ZA-25-03

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) §
CITY OF MONTEREY PARK)

I, Maychelle Yee, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Ordinance No. _____ was introduced, and placed upon its first reading at a regular meeting of the City Council of the City of Monterey Park, held on the 19th day of November, 2025. That thereafter on the 3rd day of December 2025, said Ordinance was duly passed, approved and adopted by the following vote:

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

Dated this 3rd day of December 2025.

Maychelle Yee, City Clerk
City of Monterey Park, California

Exhibit A
Development Agreement No. 24-02

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

HMC StratCap 1977 Saturn, LLC

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“Agreement,” effective as of [REDACTED], 2025 (“Effective Date”), is entered into by and between (1) the CITY OF MONTEREY PARK, a general law city and municipal corporation (“City”), and (2) HMC STRATCAP 1977 SATURN, LLC, a Delaware limited liability company (“Developer”), as follows:

RECITALS

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs and risk of development, the Legislature of the State of California enacted Government Code Section 65864, et. seq. (“Development Agreement Statute”). The Development Agreement Statute authorizes the City to enter into binding development agreements with developers having a legal or equitable interest in real property, establishing certain development rights in such property.

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

C. Developer purchased 1977 Saturn Street, Monterey Park, CA 91755 for the purpose of developing a data center with an ancillary equipment yard, substation, parking, and landscaping (the “Project”) affected by the terms of this Agreement. The real property affected by the Project is legally described in attached Exhibit “A,” which is incorporated by reference (the “Property”).

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

E. The City Council determined that the Project will provide certain public benefits to warrant entering into this Agreement. Those benefits are listed in Section 5.1 of this Agreement. In addition, this Agreement will facilitate orderly growth and quality development of the Project in conformance with the goals and policies of the City’s General Plan.³

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

G. City has conducted an environmental review of the Project under the California Environmental Quality Act (“CEQA”) and, based on the analysis provided within the Initial

¹ See MPMC Chapter 21.44 as codified by Ordinance No. 2193, adopted October 7, 2020.

² As codified in MPMC Chapter 21.45 by Ordinance No. 2193; originally adopted via Ordinance Nos. 2184 (adopted July 15, 2020) and 2185 (adopted August 5, 2020).

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

Study/Mitigated Negative Declaration and technical studies identified in attached Exhibit “B,” determined the Project, with incorporation of the identified mitigation as agreed to by Developer, would not result in significant impacts on the environment (“CEQA Determination”).

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

I. On November XX, 2025, the City Council adopted the Approving Ordinance (defined below) approving this Agreement and authorizing its execution. That Ordinance became effective on November XX, 2025. 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 benefits provided to the City.

ARTICLE 1

DEFINITIONS

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

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

1.3. “Approving Ordinance” means Ordinance No. XX-XX adopted on November XX, 2025, approving execution of this Agreement.

1.4. “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.*).

- 1.5. “City” means the City of Monterey Park and its successors and assigns.
- 1.6. “City Council” means the City Council of Monterey Park, its governing body.
- 1.7. “Developer” means the Party who has signed this Agreement as Developer, and, subject to the restrictions on assignment set forth herein, successor owners.
- 1.8. “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 estimated to be paid for the Project are set forth in attached Exhibit “E,” which is incorporated by reference.
- 1.9. “Development Agreement Regulations” means MPMC Chapter 21.44.
- 1.10. “Development Agreement Statute” means Government Code §§ 65864, *et seq.*
- 1.11. “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.
- 1.12. “Effective Date” means the effective date of this Agreement and commencement of the Term, which is the date the Approving Ordinance becomes effective.
- 1.13. “General Plan” means the City of Monterey Park General Plan, as it exists as of the Effective Date.
- 1.14. “Ministerial Permits and Approvals” means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions required to be taken by the City in order for Developer to implement, develop and construct the Project and the mitigation measures including, without limitation, building permits, foundation permits, public works permits, grading permits, stockpile permits, encroachment permits, and other similar permits and approvals which are required by the MPMC and project plans and other actions required by the Project Approvals to implement the Project and the mitigation measures. Ministerial Permits and Approvals do not include any Discretionary Actions.
- 1.15. “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 Project building square footage, the construction or provision of additional parking

spaces within the building envelope of any parking areas, and/or the configuration of internal circulation elements.

1.16. “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).

1.17. “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. Expressly exempted from Processing Fees are all Development Impact Fees that may be imposed by the City on development projects pursuant to laws enacted after the Effective Date of this Agreement.

1.18. “Project” means the development project identified as “1977 Saturn Data Center Project” as described in CEQA Determination (Exhibit “B”), and detailed in the Approved Development Plan as shown on attached Exhibit “D,” which is incorporated by reference.

1.19. “Project Approvals” is defined in Section 3.4.

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

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

1.22. “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.

1.23. “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 “1977 Saturn Data Center Project.”

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

ARTICLE 3

APPLICABLE RULES, REGULATIONS, AND POLICIES

3.1. Vested Rules. “Vested Rules” mean, collectively, the ordinances, resolutions, rules, regulations, requirements, and official policies of the City in effect as of the Effective Date which govern and include, without limitation, the following, to the extent applicable to the Property: development agreements; permitted uses; density and building intensity; growth control; zoning designations and regulations; land use designations, subdivision, improvement, grading, landscaping and signage; design, development, improvement, and construction standards and specifications; standards and requirements for public reservations and dedications, public improvements and facilities; transit, parking, open space, employee housing and affordable housing; standards and requirements for processing of Subsequent Permits (as defined in Section 4.1.1); Development Impact Fees and related rules and calculations; and the Project Approvals described in Section 3.4. The Vested Rules do not include: (i) Uniform Codes, or changes thereto from time to time; (ii) Processing Fees; 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 as Exhibit “C,” and incorporated by reference. Various Subsequent Permits, such as tentative subdivision maps, grading permits and use permits, are or may be required in order to implement the development of the Project under the terms of the Vested Rules. In addition, Subsequent Permits, such as a change in zoning standards, may be desirable due to changes in development products or standards or for other reasons during the Term of this Agreement. This Agreement and the vested right to develop are not intended to preclude changes or additions to the Vested Rules which are mutually acceptable. Developer takes notice pursuant to Government Code § 66020(d) that City is imposing exactions upon the Project in accordance with the Mitigation Fee Act (Government Code § 66000, et seq.). Developer is informed that it may protest exactions in accordance with Government Code § 66020. Developer knowingly and willingly waives any rights it may have under Government Code § 66020 or any other provision of law to protest the imposition of any fees, dedications, reservations, or exactions imposed on the Project as authorized by this Agreement.

3.2. Uniform Codes Not Vested. Section 3.1 does not apply to City’s enforcement of the “Uniform Codes” regulating building or construction standards which will apply to the Project at the time City issues building permits.

3.3. Changes to the Vested Rules. All Subsequent Permits will be processed in accordance with the procedures, standards, and requirements set forth in the Vested Rules, except to the extent changes to the Vested Rules are proposed by the Subsequent Permit. In that case, the processing of the Subsequent Permit is not subject to the Vested Rules. Any approved Subsequent Permit will be incorporated into (and amend or supplement, as appropriate) the Vested Rules upon adoption by City and approval by the affected Developer. If Developer proposes any amendment

or addition to the Vested Rules, then the application therefor will clearly indicate such request, and, if the application is approved by City, then City's action will clearly state the Vested Rules were amended or supplemented. City must consider any such request in its sole discretion, without unreasonable delay or condition. 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 the Vested Rules only if the affected Developer approved the same in writing.

3.4. Project Approvals. "Project Approvals" means: (a) this Agreement; (b) the CEQA Determination; (c) City approvals governing development of the Project; and (d) 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 Exhibit "D," as supplemented by Subsequent Permits issued in conformance with the Vested Rules.

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

3.6. No Conflicting Enactments. 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. The term of any Project Approvals approved for any portion of the Property, whether existing or subsequently approved, will be automatically extended for the Term of this Agreement. In addition, in accordance with Government Code § 66452.6, the term of any map or other Project Approval will be extended for a period equal to any period of time during which: (a) a development moratorium exists including, without limitation, a water or wastewater moratorium, or the actions of public agencies (other than City) that regulate land uses, development or providing services to the Property, that prevents, prohibits, or delays the construction of the Project; or (b) a lawsuit involving any development approvals or permits for the Project is pending. A development moratorium adopted or implemented by City does not apply to the Property, as further described in Section 3.9.

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

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

3.10. Effect of Inconsistent State or Federal Laws. This Agreement may be modified or suspended as may be necessary to comply with the State of California or Federal legislation, case law, codes, or regulations enacted/issued after the Effective Date, which preempt local jurisdiction and which prevent or preclude compliance with one or more provisions of this Agreement; provided, however, that such modification or suspension will be made to the minimum extent necessary and only after the Parties have met and conferred in good faith to determine the feasibility of such modification or suspension and to minimize its effect on the rights of the Parties and fulfillment of the purposes and intent of this Agreement. The Parties will cooperate to process applications for any City or governmental approvals which may be required as a result of any such modification or suspension of this Agreement.

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

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

3.12.1 Land Uses. See Exhibit "D."

3.12.2 Development Standards. See Exhibit “D.”

3.13. Agreement and Assurances on Part of the City. In addition to assurances provided in Section 3.5 of this Agreement, and in consideration for the Developer entering into this Agreement, and as an inducement for Developer to obligate itself to carry out the covenants and conditions set forth in this Agreement, City agrees as follows:

3.13.1 Time Frames and Staffing for Processing and Review. City agrees that expeditious processing of Ministerial Permits and Approvals and Discretionary Actions, if any, and any other approvals or actions required for the Project are critical to the implementation of the Project. In recognition of the importance of timely processing and review of Ministerial Permits and Approvals, City agrees to work with Developer to establish time frames for processing and reviewing such Ministerial Permits and Approvals and to comply with time frames established in the Project Approvals. City agrees to expedite all Ministerial Permits and Approvals and Discretionary Actions requested by Developer, provided that Developer agrees to pay any applicable fee for expedited review and processing time.

3.13.2 Interim Use. The City agrees that the Developer may use the Property during the term of this Agreement for any use that is otherwise permitted by the applicable zoning regulations and the General Plan in effect at the time of such interim use (subject to obtaining any Discretionary Action required for such use) or pursuant to any approvals, permits, other agreements between the City and the Developer, or other entitlements previously granted and in effect as of the Effective Date.

ARTICLE 4

PROCESSING OF SUBSEQUENT PERMITS AND APPROVALS

4.1. Subsequent Permits.

4.1.1 Defined. “Subsequent Permits” means the land use, development, and building approvals which are to be processed for approval by City and which are necessary or appropriate in order to develop the Project in accordance with the Vested Rules, the Project Approvals, and this Agreement including, without limitation, zone changes, master plans or amendments thereto, any and all permits and/or approvals that are part of development maps, subdivision improvements plans and agreements, design review, site plans, landscape plans, preliminary grading plans, grading plans and permits, building plans and permits, and environmental determinations. The Subsequent Permits include any permits and approvals required to complete the infrastructure and improvements necessary to develop the Property (collectively, the “Improvements”), in accordance with this Agreement and the Vested Rules including, without limitation, those related to: (a) clearing the Property; (b) preliminary grading or grading of the Property; (c) construction of roads and storm drainage facilities; (d) construction of all commercial structures and all structures and facilities accessory thereto, subject to the limitations set forth in this Agreement. The grant of vested rights to Developer pursuant to this

Agreement does not waive or remove any requirement to process and obtain Subsequent Permits for the Project, to the extent required under the Vested Rules and the Project Approvals.

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

4.2. Processing. Subject to compliance with the Vested Rules and other applicable laws, the Subsequent Permits will be reviewed, processed, and acted upon by City, provided that: (a) applications for such approvals are submitted to City during the Term of this Agreement; (b) the applications are deemed complete pursuant to the Vested Rules; and (c) there is no uncured Event of Default under the terms and conditions of this Agreement with respect to the portion of the Property for which such approval is sought. City agrees it will not unreasonably withhold, delay or unreasonably condition any Discretionary Action or Discretionary Approval which may be issued by City in order for the Project to proceed, provided that Developer reasonably and satisfactorily complies with all preliminary procedures, actions, payments of Processing Fees, and 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 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," which are in effect on the date the City Council approves this Agreement. Except for Processing Fees, Developer's obligations regarding the payment of any fees in connection with the Project and Project Approvals is limited to those Development Impact Fees listed in Exhibit "E."

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

4.4. Other Local, State, Federal Approvals. The Parties contemplate that development of the Project pursuant to this Agreement may be subject to the approval of other governmental agencies. The Parties will act in good faith and use reasonable effort and diligence to process and obtain such approvals in a manner and on terms and conditions that are consistent with, and implement, the Project Approvals, the Vested Rules, and this Agreement. If any revisions or corrections of plans for Project Approvals approved by City 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 the following specific public benefits for this Agreement:

- Development of a vacant and underutilized property in Saturn Park.
- Improvement of the public right-of-way along certain Property frontages.
- Installation of enhanced landscaping and lighting along certain Property frontages.
- Generation of reoccurring tax revenues for the City.
- Public Open Space. Before the Building Official issues the final Certificate of Occupancy for the Project, Developer must provide to City a grant deed, that transfers fee title ownership, of approximately 39,900 square feet of land located along the Property frontage on Saturn Street and Orange Avenue, as identified in Exhibit "F," for use as a publicly-accessible pocket park, that City will own and operate. Developer will construct initial improvements (including pedestrian pathway, lawn areas, bench seating, an entry monument, and associated irrigated landscaping) for the pocket park in substantial conformance with the conceptual plan identified in Exhibit "F." Developer will consult with City regarding final park design which must be approved by City in its reasonable discretion. Developer's obligation under this provision is considered fully satisfied upon recordation of the aforementioned grant deed identifying the City as fee title owner of the land identified conceptually in Exhibit "F" and in the 1977 Saturn Data Center plans approved by the City on [REDACTED], 2025.
- Public Trail Extension. Before the Building Official issues the final Certificate of Occupancy for the Project, Developer must deposit \$200,000 with City to fund the design and construction of improvements, located in the public right-of-way and/or easement areas controlled by the City, to extend a segment of the existing pedestrian trail from La Loma Park, through the existing plant nursery, and along the west side of Orange Avenue, to the access point of the new pocket park, as identified in Exhibit "G." Developer's obligation under this provision is considered fully satisfied upon deposit of \$200,000 with the City.
- [REDACTED]

ARTICLE 6

REVIEW OF COMPLIANCE

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

6.2. Procedure for Review. City's City Planner, or designee, will conduct the review contemplated by this Article 6 to ascertain whether Developer has reasonably complied in good faith with the material terms and conditions of this Agreement during the period for which the review is conducted. The City Planner, or designee, will give Developer notice that any such review has been commenced, and give Developer at least 20 days to provide the City Planner such information as Developer deems relevant to such review. In addition, upon written request of the City Planner, Developer must furnish such documents or other information reasonably requested by the City Planner.

6.3. Result of Review. If, following such a review, the City Planner, or designee, finds good faith compliance by Developer with the terms and conditions of this Agreement, the City Planner, or designee, 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 8.3. If Developer fails to cure the non-compliance pursuant to the terms of this Agreement, including without limitation Section 8.3, 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 Project Approvals and Subsequent Approvals to third parties acquiring successor interests in the Project or Property, or any portion thereof, including without limitation purchasers or long-term ground lessees of the parcels or facilities located on or within the Property.

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 successor owners may assign, pledge, or otherwise encumber their 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, cure or remedy, or 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 10.17 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 8.2 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.

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 an Event of Default. After the occurrence of an Event of Default, the other Party may give notice of its intent to terminate this Agreement pursuant to Government Code § 65868 and the MPMC implementing said section. Following notice of intent to terminate, or before instituting legal proceedings, the matter must be scheduled for consideration and review at a public meeting of the City Council within 30 days after that notice. Following consideration of the evidence presented in the review before the City Council, the Party alleging the default by the other Party may institute legal proceedings or may give written notice of termination of this Agreement to the other Party; provided, however, Developer may only terminate this Agreement with respect to such portion of the Property then owned by Developer. Evidence of default may also arise in the course of an annual review of this Agreement pursuant to Section 6.1. If Developer is determined by City to be in default pursuant to the procedures for annual review, and after giving effect to Developer's right of appeal of such determination to the City Council as provided in Section 6.3, then City may give a written Notice of Default pursuant to Section 8.1. If the alleged default is not cured within the cure period set forth in Section 8.2 or within such longer period specified in City's Notice of Default, or if Developer waives its right to cure such alleged default in writing, then this Agreement may be terminated by City with respect to the portion of the Property then owned by the defaulting Developer.

8.4. Remedies for Non-Defaulting Party. If either Party is in default under the terms of this Agreement, 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, 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 does 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, including without limitation specific performance, except that City is not liable in damages to Developer, or to any successor in interest of Developer, or to any other person, in connection with this Agreement and Developer, on behalf of itself and all successors in interest, covenants not to sue for damages or claim any damages with respect to this Agreement:

- (a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or
- (b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or
- (c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

Notwithstanding anything to the contrary in this Section 8.4 or any other provision of this Agreement, in no event is City entitled to special, consequential or punitive damages or damages measured by lost profits against Developer with respect to any breach or default by Developer of this Agreement.

8.4.2 Informal Discussions. With regard to any dispute between or among the Parties contemplated by this Agreement, within seven business 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.

8.5. Mediation. If the Parties are unable to resolve their dispute through informal discussion, then either Party may commence mediation by providing to JAMS (or other mediator mutually agreed to by the Parties) and the other Party a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The Parties covenant that they will participate in all phases of the mediation in good faith. The mediation process will occur in two phases, if necessary, as described below. During the first phase of the mediation, which in no event will exceed 30 days unless otherwise agreed to by the Parties, the Parties will attempt to resolve their dispute in accordance with JAMS standard mediation procedures. If the Parties are unable to resolve their dispute during this first phase of the mediation process, then the second phase of the mediation process will be conducted in a manner consistent with this Section. If the Parties are unable to resolve their dispute through the first phase of mediation, as described above, the party that commenced mediation (the "Complaining Party"), will have 10 business days from the expiration of the 30 day period described above to file a brief with the other party (the "Responding Party") and with the mediator presiding over the first phase of the mediation process (the "Mediator"), which brief must set forth the merits of the Complaining Party's position regarding the issues raised during the first phase of mediation (the "Initial Brief"). The Responding Party will have 10 business days from its receipt

of the Initial Brief to file a brief with the Mediator and the Complaining Party responding to the issues raised in the Initial Brief and setting forth the merits of the Responding Party's position regarding the issues raised during the first phase of mediation (the "Responding Brief"). The Complaining Party will have five business days from its receipt of the Responding Brief to file a reply brief with the Mediator and the Responding Party replying to the issues raised in the Responding Brief (the "Reply Brief"). In no event will the Initial Brief and the Responding Brief be longer than 15 pages and in no event will the Reply Brief be longer than 10 pages. Except as otherwise set forth in this Section, 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").

8.5.1 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 (as defined in Section 8.5.3) in accordance with this Agreement.

8.5.2 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 foregoing, 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 in Section 8.5.3) in accordance with this Agreement.

8.5.3 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.

8.6. 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; (b) the underlying Project Approvals remain in full force and effect; and (c) the underlying zoning for the Property (absent the BRDZ) becomes effective automatically upon termination without any further action required by the City. Developer may, in its sole discretion, terminate this Agreement at any time, without claim of default by the City, if Developer decides not to exercise the Project Approvals and/or develop the Project.

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 (as defined in Section 10.2.1) and excess or umbrella liability insurance.

10.2.1 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).

10.2.2 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.

10.2.3 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 \$5,000,000.00 per occurrence/annual aggregate.

10.2.4 Workers’ Compensation. Coverage must be maintained as required by the State of California.

10.2.5 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 Sections 10.2.1 through 10.2.4, inclusive, hereof, except that the required minimum limits for the CGL coverage will be \$2,000,000.00 general aggregate, \$2,000,000.00 per occurrence and \$2,000,000.00 products/completed operations, with excess or umbrella liability insurance in the amount of \$2,000,000.00 per occurrence/annual aggregate. The CGL policy must include contractual liability insurance (subject to the policy terms, conditions, definitions and exclusions).

10.3. 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.

10.4. 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.

10.5. Cooperation; Further Assurances. Each Party will: (a) deal fairly and in good faith with the other Party; (b) not impede the other Party's right to receive the benefits of this Agreement; (c) cooperate with and provide reasonable assistance to the other Party 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.

10.6. 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.

10.7. 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.

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

10.9. Legal Challenges—Defense and Indemnification.

10.9.1 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 Project Approval under CEQA (each a "Third Party Challenge"), each Party must cooperate in the defense of such Third Party Challenge, in accordance with this Section. In light of the Parties' mutual interests in successfully defending against a Third Party Challenge, the Parties will enter into a joint nondisclosure, indemnity, and litigation defense agreement, which, among other things, will require all communications between Developer and City concerning a Third Party Challenge must be kept confidential and cannot be disclosed by either Party without the written consent of the other Party. Developer agrees to pay City's costs of defending a Third Party Challenge, including all court costs and reasonable attorney's fees expended by City (including the time and cost of the City Attorney) in defense of any Third Party Action, as well as the time of City's staff spent in connection with such defense. Developer may select its own legal

counsel to represent Developer's interests in any Third Party Challenge at Developer's sole cost and expense. City agrees that it will not enter into a settlement agreement to any Third Party Challenge without Developer's written consent. Developer's obligation to pay City's costs in the defense of a Third Party Challenge does not extend to those costs incurred on appeal unless otherwise authorized by Developer in writing. If Developer elects, in its sole and absolute discretion, not to contest such litigation challenges, City does not have any obligation to contest such challenges. If City elects to contest such challenges after Developer elects not to contest, City will do so at its sole cost.

10.9.2 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 Property of a conflicting City law (a "Third Party Enforcement Action"):

10.9.3 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.

10.9.4 Litigation Costs.

City's costs of defending any Third Party Enforcement Action, including all court costs, and reasonable attorney's fees expended by City (including the time and cost of the City Attorney) in defense of any Third Party Enforcement Action, as well as the time of City's staff spent in connection with such defense (the "Enforcement Action Defense Costs"), will be paid in accordance with this Agreement. Notwithstanding the 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.

10.9.5 Settlement.

City must not enter into a settlement agreement or take any other action to resolve any Third Party Enforcement Action without Developer's written consent. City cannot, without

Developer's written consent, take any action that would frustrate, hinder or otherwise prevent Developer's efforts to settle or otherwise resolve any Third Party Enforcement Action.

10.9.6 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 Property a City law that conflicts with applicable law or this Agreement.

10.9.7 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.

10.9.8 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.

10.10. 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. Any Party may at any time, by giving 10 days' written notice to the other Party, designate any other address in substitution of the address, or any additional address, to which such notice or communication must be given.

City:	City of Monterey Park
	320 West Newmark Avenue
	Monterey Park, CA 91754
	Attn: Ms. Inez Alvarez, City Manager

with a copy to: Burke, Williams & Sorensen LLP
444 South Flower Street, 40th Floor
Los Angeles, CA 90071
Attn: Mr. Karl H. Berger, City Attorney

Developer: HMC StratCap 1977 Saturn, LLC
30 Rockefeller Plaza, Suite 2050
New York, NY 10112
Attn: Mr. Bryan Marsh, Managing Director,
North America

with a copy to: Sheppard, Mullin, Richter & Hampton, LLP
650 Town Center Drive, 10th Floor
Costa Mesa, CA 92626
Attn: Mr. James E. Pugh, Partner

10.11. 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.

10.12. Recordation. City will cause this Agreement to be recorded 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.

10.13. 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.

10.14. 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 thereunder.

10.15. 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.

10.16. 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.

10.17. 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.

10.18. 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.

10.19. Estoppel Certificate. The City will, at any time and within 60 days following the written request of the Developer, certify in writing to the Developer and any applicable and prospective transferee that (a) this Agreement is in full force and effect and a binding obligation of the Parties; (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments and modifications; and (c) the Developer is not in default in the performance of its obligations under this Agreement or, if in default, to describe the nature and extent of any such default. Any such estoppel certificate may be administratively issued by the City Manager, or designee.

10.20. 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: _____, 2025

By: _____
Ms. Elizabeth Yang, Mayor

ATTEST:

Ms. Maychelle Yee, City Clerk

APPROVED AS TO FORM:

By: _____
Mr. Karl H. Berger, City Attorney

“DEVELOPER”

HMC STRATCAP 1977 SATURN, LLC
a Delaware limited liability company

Dated: _____, 2025

By: _____
Mr. Bryan Marsh, Managing Director,
North America

APPROVED AS TO FORM:

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By: _____
Mr. James E. Pugh, Partner

Developer’s Attorney

**Exhibit A:
The Property**

The Property referred to herein below is situated in the City of Monterey Park, County of Los Angeles, State of California, and is described as follows:

PARCEL 1:

PARCEL 5 OF THE PARCEL MAP NO. 7972, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 80 PAGES 45 AND 46 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING ALL OIL, GAS, HYDROCARBON SUBSTANCES RESERVED IN THE DEED RECORDED APRIL 8, 1977 AS INSTRUMENT NO. 77-354323, RECORDS OF LOS ANGELES COUNTY.

ALSO EXCEPTING ALL OIL, GAS, HYDROCARBON SUBSTANCES, AND ALL MINERALS OF EVERY KIND, NATURE AND DESCRIPTION BEING MORE THAN 500 FEET BELOW THE SURFACE OF THE REAL PROPERTY WITHOUT THE RIGHT OF ENTRY FOR ANY PURPOSE WHATSOEVER UPON, OVER OR INTO THE SURFACE OR 500 FEET OF THE SURFACE OF THE REAL PROPERTY, AS RESERVED BY LOWRY B. MCCASLIN AND PAULINE C. MCCASLIN, HUSBAND AND WIFE AND MCCASLIN PROPERTIES, A CALIFORNIA GENERAL PARTNERSHIP, BY DEED RECORDED DECEMBER 10, 1985 AS INSTRUMENT NO. 85-1456239, OFFICIAL RECORDS.

PARCEL 2:

LOTS 1, 2, 3 AND 16 OF TRACT NO. 33910, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 909 PAGES 76 TO 79 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING ALL OIL, GAS, HYDROCARBON SUBSTANCES, AND ALL MINERALS OF EVERY KIND, NATURE AND DESCRIPTION BEING MORE THAN 500 FEET BELOW THE SURFACE OF THE REAL PROPERTY WITHOUT THE RIGHT OF ENTRY FOR ANY PURPOSE WHATSOEVER UPON, OVER OR INTO THE SURFACE OR 500 FEET OF THE SURFACE OF THE REAL PROPERTY, AS RESERVED BY LOWRY B. MCCASLIN AND PAULINE C. MCCASLIN, HUSBAND AND WIFE AND MCCASLIN PROPERTIES, A CALIFORNIA GENERAL PARTNERSHIP, BY DEED RECORDED DECEMBER 10, 1985 AS INSTRUMENT NO. 85-1456239, OFFICIAL RECORDS.

For conveyancing purposes only: APN 5265-026-054

The Property is depicted on the map below, for reference only:

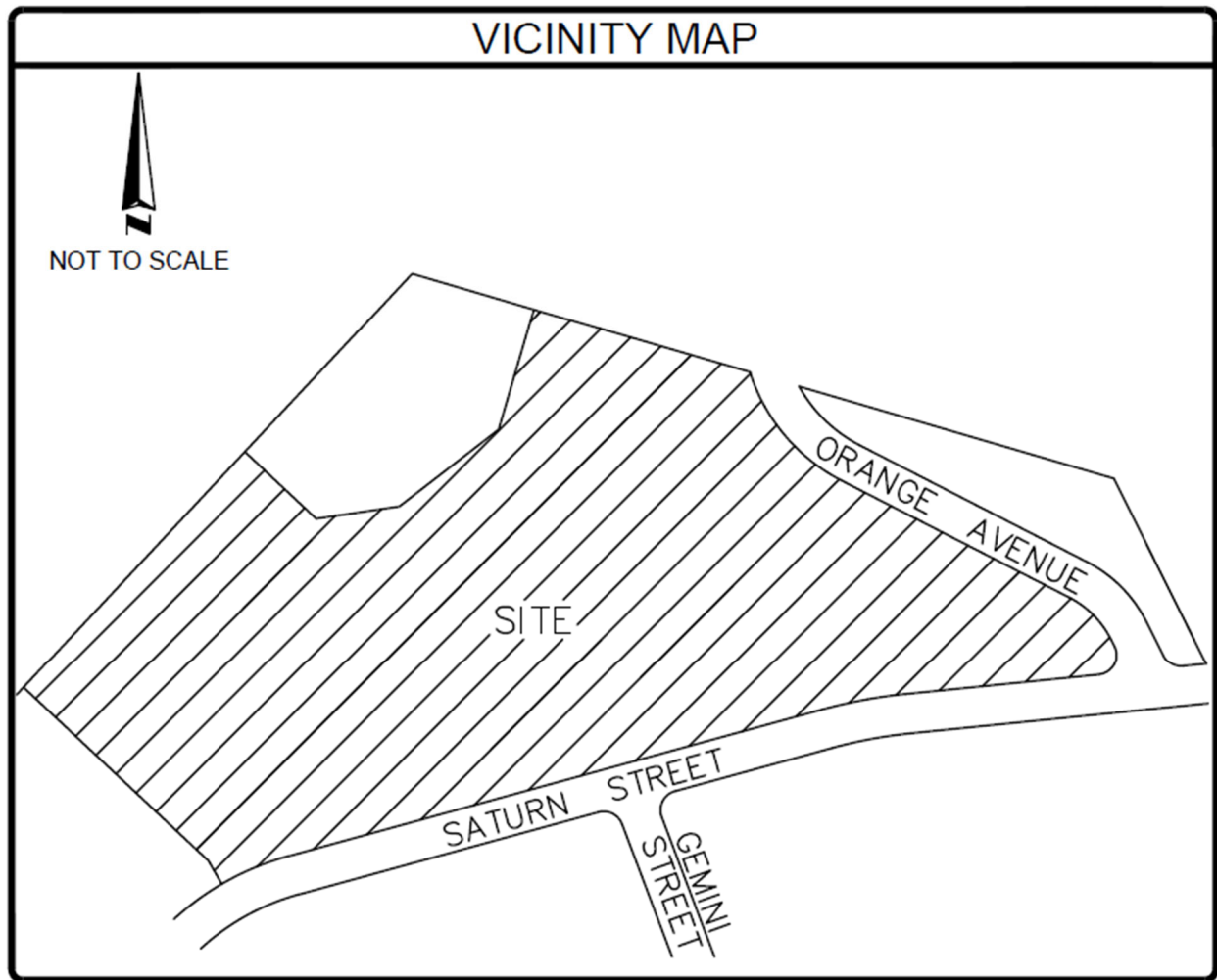


Exhibit B
CEQA Determination

The CEQA Determination includes the following environmental review documents:

1. Initial Study/Mitigated Negative Declaration for the 1977 Saturn Data Center Project, State Clearing House No. 2024101397, October 31, 2024
2. Appendix A-1: Air Quality Analysis Memorandum
3. Appendix A-2: Offsite Improvements for Southern California Edison Service
4. Appendix B: Health Risk Assessment Memorandum
5. Appendix C: Tree Evaluation Report
6. Appendix D: Cultural Resources Assessment
7. Appendix E: Energy Calculations
8. Appendix F: Geotechnical Investigation
9. Appendix G: Greenhouse Gas Emissions Analysis Memorandum
10. Appendix H: Phase I Environmental Site Assessment
11. Appendix I: Water Resources Technical Report
12. Appendix J: Noise and Vibration Analysis Memorandum
13. Appendix K: Transportation Analysis and Vehicle Miles Traveled Screening Memorandum
14. Appendix L: Assembly Bill 52 Communications
15. Appendix M-1: Water and Sewer Infrastructure Report
16. Appendix M-2: Water Efficiency Memorandum
17. Final Mitigated Negative Declaration for the 1977 Saturn Data Center Project

Exhibit C Vested Rules

Vested Rules include all provisions, as they exist as of the Effective Date, of the Monterey Park General Plan, Monterey Park Municipal Code, and any other ordinances, resolutions, rules, regulations, requirements, and official policies governing:

Development agreements; permitted uses; density and building intensity; growth control; zoning designations and regulations; land use designations, subdivision, improvement, grading, landscaping and signage; design, development, improvement, and construction standards and specifications; standards and requirements for public reservations and dedications, public improvements and facilities; transit, parking, open space, employee housing and affordable housing; standards and requirements for processing of Subsequent Permits (as defined in Section 4.1.1); Development Impact Fees and related rules and calculations (as defined in Section 1.8); and the Project Approvals described in Section 3.4.

For avoidance of doubt, Vested Rules do not include: (i) Uniform Codes (as defined in Section 1.22), or changes thereto from time to time; (ii) Processing Fees (as defined in Section 1.17); or (iii) fees imposed by other governmental agencies, whether or not collected by the City on behalf of such agencies.

Exhibit D
Approved Land Use and Development Standards

SUMMARY:

Per Section 3.12 of this Agreement, the BRDZ is activated to permit the following land uses and development in accordance with the following development standards.

PERMITTED LAND USES:

The Property will be used for a data center with an ancillary equipment yard, substation, parking, and landscaping.

INTENSITY OF USE:

The Project involves the development of a data center with gross total building area of approximately 247,480 square feet on an approximately 15.8-acre site. The proposed Floor Area Ratio ("FAR") is 0.359.

DEVELOPMENT STANDARDS:

Lot Size (minimum)
Pursuant to applicable Monterey Park Municipal Code (MPMC) provisions and/or the development standards identified in the 1977 Saturn Data Center plans approved on [REDACTED], 2025, whichever is more permissive

Setbacks (minimum)
Pursuant to applicable MPMC provisions and/or the development standards identified in the 1977 Saturn Data Center plans approved on [REDACTED], 2025, whichever is more permissive

Building Height (maximum)
52 ft. pursuant to the City's average grade plane measurement methodology; or the maximum height of any structure identified in the 1977 Saturn Data Center plans approved on [REDACTED], 2025, whichever is more permissive

Floor Area Ratio (maximum)
Pursuant to applicable MPMC provisions (0.60 FAR) and/or the development standards identified in the 1977 Saturn Data Center plans (0.359 gross FAR; or 0.405 net FAR) approved on [REDACTED], 2025, whichever is more permissive

Off-Street Parking and Loading
68 parking spaces

Required Walls
Pursuant to applicable MPMC provisions and/or the development standards identified in the 1977 Saturn Data Center plans approved on [REDACTED], 2025, whichever is more permissive

Trash Facilities
Pursuant to applicable MPMC provisions and/or the development standards identified in the 1977 Saturn Data Center plans approved on [REDACTED], 2025, whichever is more permissive

Buffering and Maintenance of Landscaping and Easements
Pursuant to applicable MPMC provisions and/or the development standards identified in the 1977 Saturn Data Center plans approved on [REDACTED], 2025, whichever is more permissive

Compressors, Air-Conditioning Units or Similar Mechanical Equipment
Pursuant to the development standards identified in the 1977 Saturn Data Center plans approved on [REDACTED], 2025

Lighting
Pursuant to applicable MPMC provisions and/or the development standards identified in the 1977 Saturn Data Center plans approved on [REDACTED], 2025, whichever is more permissive

Limitations on Permitted Uses
All uses permitted in MPMC §§ 21.14.040 and 21.14.220, as amended by Ordinance No. [REDACTED], including but not limited to equipment yards and substations as accessory uses to the permitted primary data center use, and any other accessory uses identified in the 1977 Saturn Data Center plans approved on [REDACTED], 2025

(SEE ATTACHED BUILDING & SITE DEVELOPMENT PLANS)

**Exhibit E
Fee Estimate⁴**

Development Impact Fee (“DIF”)				
	Rate	Sq. Ft.	Fee	
Police	\$ 0.050	247,480	\$	12,374.00
Fire	\$ 0.019	247,480	\$	4,702.12
Circulation System (Streets, Signals, and Bridges)	\$ 1.305	247,480	\$	322,961.40
Water	\$ 0.386	247,480	\$	95,527.28
Sewer	\$ 0.069	247,480	\$	17,076.12
Library	\$ -	247,480	\$	-
Public Meeting Facilities	\$ -	247,480	\$	-
Aquatics	\$ -	247,480	\$	-
Parks	\$ 0.032	247,480	\$	7,919.36
Total Development Impact Fees	\$ 1.861	247,480	\$	460,560.28

Plan Check Fees				
Building	<i>Building/Electrical/Mechanical/Plumbing Plan</i>		\$	
Fire			\$	
Public Works			\$	
Total Plan Check Fees			\$	TBD

Permit and Inspection Fees				
Building	<i>Building/Electrical/Mechanical/Plumbing Plan</i>		\$	
Public Works	<i>Permit</i>		\$	
Public Works	<i>Inspection</i>		\$	
Total Permit and Inspection Fees			\$	TBD

Misc. Fees				
Plans Archival/Records Management			\$	
General Plan Revision Surcharge			\$	
Strong Motion Tax			\$	
Green				
Total Misc. Fees			\$	TBD

Water and Fire Connection Fee				
Water and Fire Connection Fee			\$	
Total Connection Fees			\$	TBD

School Fee				
School Impact Fee	<i>(Estimate; determined by applicable school district)</i>		\$	
Total Estimated School Fees			\$	TBD

⁴ The fees listed are an estimate only; the final amounts may be different. These fees do not include time and materials costs associated with processing the Project or administrative costs including, without limitation, third-party consultants and legal fees. All such amounts must be paid before City issues a building permit, unless otherwise modified by this Development Agreement or the Project Approvals.

	County Sanitation Fee		
Sanitation Fee	<i>(Estimate)</i>	\$	
Total Estimated Sanitation Fees		\$	TBD

Exhibit F
Public Open Space⁵



⁵ Pocket park rendering for conceptual purposes only.

Exhibit G
Public Trail Extension



Exhibit B
Site Development Plan
Conditions of Approval

ORDINANCE NO. XXXX
EXHIBIT B
SITE DEVELOPMENT PLAN
CONDITIONS OF APPROVAL
1977 SATURN STREET

In addition to all applicable provisions of the Monterey Park Municipal Code ("MPMC"), HMC StratCap 1977 Saturn, LLC (the "Permittee"), agrees to comply with the following conditions of approval ("Project Conditions") for Design Review No. 24-040 ("DRB-24-040").

PLANNING:

1. The Permittee must comply with the plans reviewed by the City Council on November 19, 2025.
2. The Permittee is responsible for maintaining the area adjacent to the business location and the site, including any parkways.
3. The Project Site must remain well maintained and free of graffiti. The Permittee's failure to remove graffiti within 24 hours of written notice by the City will result in the City abating the graffiti at the Permittee's cost.
4. The permitted hours of operation of the business are 24 hours a day, seven days a week.
8. The removal and preservation of trees on the Project Site must be consistent with the Arborist Report prepared for the project Mitigated Negative Declaration.
9. Before the Building Official issues a building permit, the Director must approve a Final Landscape Plan from the Permittee. The approved Landscape Plan must include special buffering adjacent to single-family residential properties.
10. The Director must approve a wall and fence plan showing all walls and fencing on the project site.
11. Before the City Engineer issues grading permits, the Permittee must submit grading plans identifying areas where existing landscape will be preserved with specified techniques. All fences must be approved by the Director.
12. Before the Building Official issues a final certificate of occupancy, the Permittee must

execute a maintenance agreement, in a form approved by the City Attorney, with the City to maintain landscaping and irrigation within the public right of way.

FIRE:

13. Fire Department Access must be provided within 150 feet of all exterior portions of any structure. Minimum three points of access are required.
14. Fire Department vehicular access roads must be installed and maintained in a serviceable manner before and during the time of construction.
15. Minimum Required Fire Flow and Fire Hydrants: All structures must have the minimum fire flow (GPM) in accordance with Appendix B and the quantity and spacing of fire hydrants in accordance with Appendix C 2022 CFC.
16. Permittee must obtain approval from the Fire Chief, or designee, for a fire hydrant plan.
17. Before the Building Official issues a building permit, building plans must comply with requirements of CFC Sections D105.1 through D105.4, as adopted by the MPMC. All Fire lanes must be minimum of 26 feet wide.
18. All access gates across roadways or entrances to facilities must be designed to unlock or open in the event of any loss of power. All access gates and main entrance doors must have a Knox Box or Knox Control Key Switch installed.

ENGINEERING

19. All public works improvements must comply with the standards and specifications of the City and to the satisfaction of the City Engineer. Improvements to the adjoining street(s) must be made to their centerline along Saturn and Orange.
20. A water plan must be submitted for review and approval by the City Engineer. This plan must substantiate adequate water service for domestic flow, fire flow, irrigation, and identify backflow prevention. Domestic water and irrigation must include a Reduced Pressure Principle Backflow Assembly ("RP") and the fire line must have a double detector check assembly to the approval of the City Engineer.
21. Permittee's water/sewer plans must show the point of connections of the sewer and water line. The plan must include the connection details of all domestic flow, fire line, irrigation line, sewer clean-outs, and must be prepared and submitted showing all existing and proposed utilities per City standards.
22. Permittee must submit a separate street improvement plan showing improvements along the entire frontage of the property, up to the centerline, and to the satisfaction of the City Engineer. Permittee must offer the following dedications: 20 feet on Saturn

Street and 20 feet on Orange Avenue. Permittee must provide improvements to all right of way dedicated along Saturn Street and Orange. Existing chain link fence on Orange Avenue must be removed from the Public Right of way or any area to be dedicated and dedicated area must be made safe for public use and improved to the satisfaction of the City Engineer.

23. Permittee must submit to the City Engineer a dedication instrument, in a form approved by the City Attorney, for all right of way and easements for review and approval, including public park, right of way, and water easement.

24. Along the entire Project Site frontage of Saturn and Orange Avenue, the Permittee must remove existing curb, gutter, sidewalk, driveway approach, and construct new curb and gutter, driveway approaches, and a full 10-foot-wide sidewalk.

25. Existing street lights will be relocated per the City Engineer's direction.

26. Offsite landscaping plans must be submitted and reviewed by the City Engineer. The locations and types of off-site street trees will be determined by the City Engineer. Trees must be consistent with the City's tree masterplan.

BUILDING

27. Before the Building Official issues a building permit, Permittee must provide the Building Official with evidence that current easement holder(s) approve any proposed development encroaching into existing easement(s) not owned by Permittee.

By signing this document, the Permittee, certifies having read and understood the Project Conditions, and agrees to comply with the Project Conditions.

Bryan Marsh on behalf of
HMC StatCap 1977 Saturn, LLC, Permittee

Exhibit C

Initial Study & Mitigated Negative Declaration

The IS/MND, Response to Comments and other CEQA documents can be found on the City's website at:

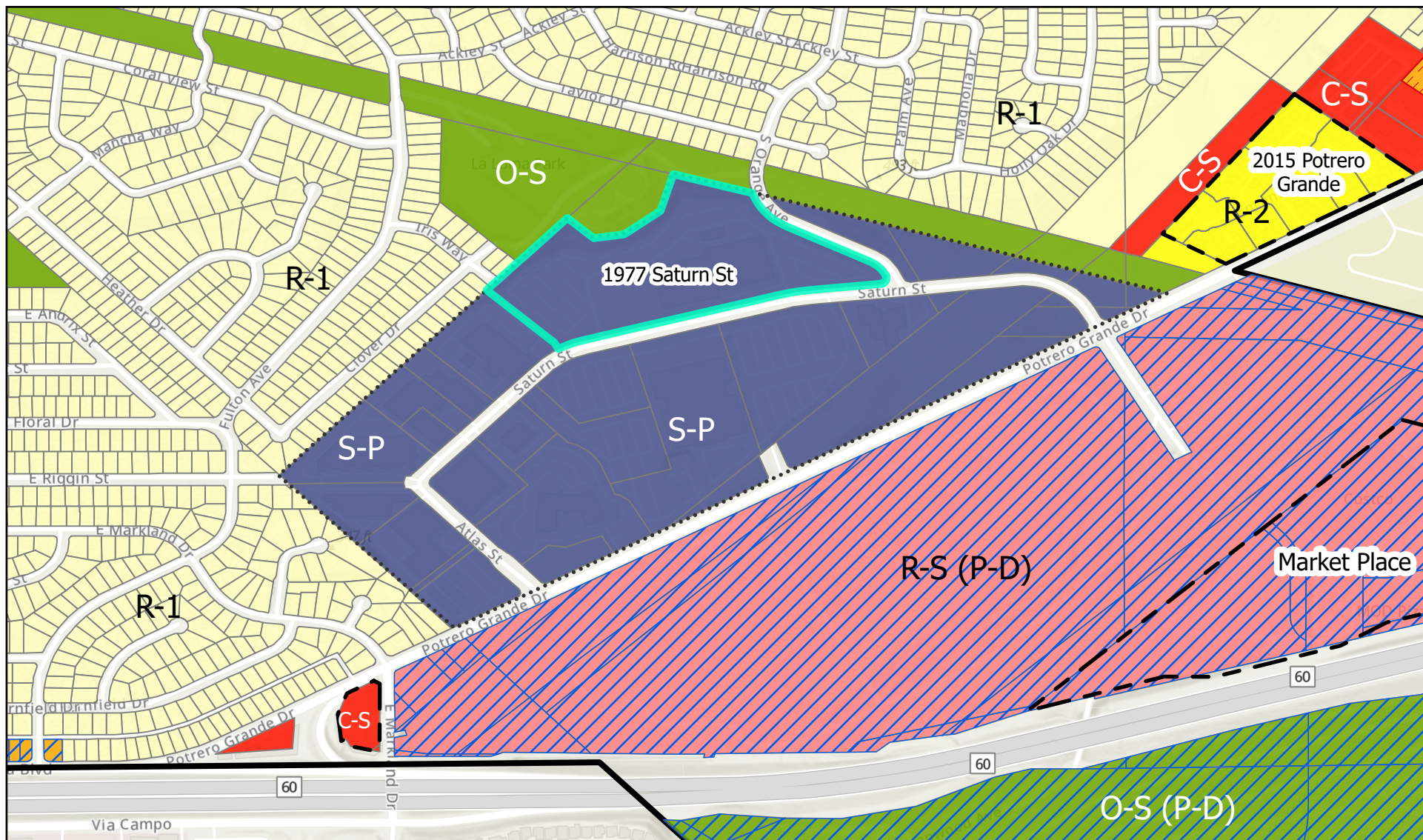
<https://www.montereypark.ca.gov/DocumentCenter/View/18325/11-19-2025-1977-Saturn-Data-Center-Project-ISMND>

and

<https://www.montereypark.ca.gov/DocumentCenter/View/18335/1977-Saturn-Data-Center---Responses-to-Comments-and-Errata>

Exhibit D
Zone Map Amendment ZA-25-03

1977 Saturn St - Existing Zoning



Overlay

-  Business Recovery Development Agreement Zone (BRDZ)
-  Planned Development (P-D)
-  Senior Citizen Housing (S-C-H)

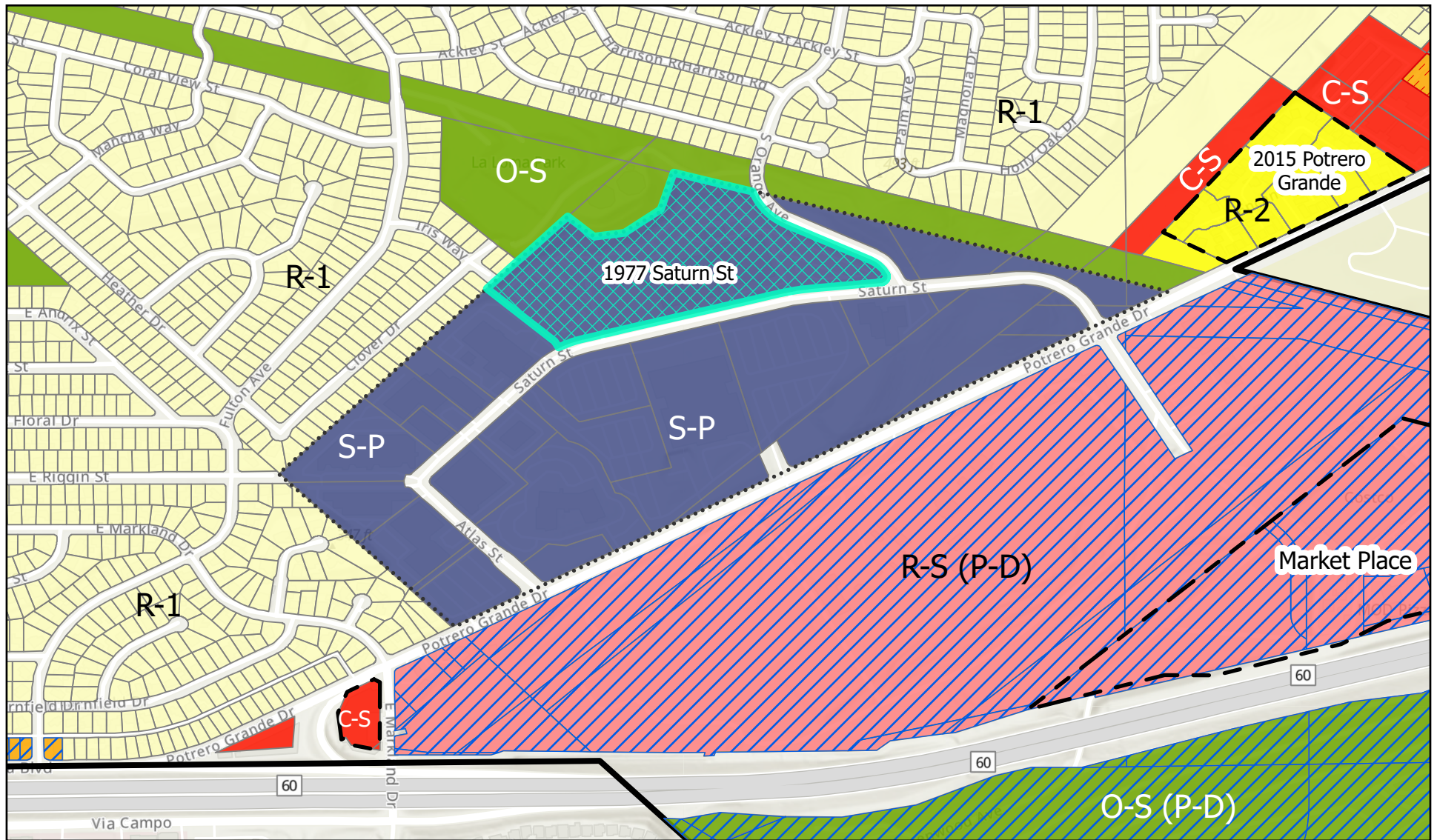
Zoning

-  Saturn Park (S-P)
-  Regional Specialty Center (R-S)
-  Commercial Services (C-S)
-  Open Space (O-S)
-  Single-Family Residential (R-1)
-  Medium-Density Residential (R-2)
-  High-Density Residential (R-3)

-  MPK City Boundary
-  Saturn Park Voter Enacted
-  Specific Plans

0 0.05 0.1 0.2 Miles

1977 Saturn St - Proposed Zoning



Overlay

-  Business Recovery Development Agreement Zone (BRDZ)
-  Planned Development (P-D)
-  Senior Citizen Housing (S-C-H)

Zoning

-  Saturn Park (S-P)
-  Regional Specialty Center (R-S)
-  Commercial Services (C-S)
-  Open Space (O-S)

-  Single-Family Residential (R-1)
-  Medium-Density Residential (R-2)
-  High-Density Residential (R-3)

-  MPK City Boundary
-  Saturn Park Voter Enacted
-  Specific Plans

0 0.05 0.1 0.2 Miles

N

Attachment 2

Architectural Plans

Copyright Plan Available for Viewing at City of Monterey Park City Hall,
Monday – Thursday, 8am – 5pm

ATTACHMENT 3

Parking Demand Analysis

MEMORANDUM

TO: Beth Chow, AICP, Monterey Park Interim Planning Manager

FROM: Jonathan Chambers, P.E.

DATE: May 22, 2024

RE: Parking Demand Analysis for the
1977 Saturn Street Data Center
Monterey Park, California

Ref: J2125

Gibson Transportation Consulting, Inc. analyzed the parking demand and supply for the proposed 1977 Saturn Street Data Center (Project) in Monterey Park, California (City). This memorandum summarizes our analysis.

PROJECT SUMMARY

The Project consists of a one-level, 218,400 square foot (sf) data center. The interior of the building, illustrated in Figure 1, contains seven data halls, each approximately 15,710 sf, separated by dedicated mechanical rooms. Nearly 24,000 sf of interior space is dedicated to electrical infrastructure, and only approximately 8,000 sf is dedicated to administrative office space. Adjacent to the building will be a 75,000 sf exterior yard with 12 or more four-megawatt power generators for backup power. A 24,000 sf electrical substation will also be located on the property.

As shown in Figure 2, the Project will provide a total of 68 vehicular parking spaces, including 36 spaces in a parking lot adjacent to the administrative office space and 32 spaces along the fence enclosing the generator yard. There would also be a loading dock with space for three trucks on the northeast corner of the building. Site access would be provided by driveways on Saturn Street on both the east and west ends of the site, similar to the existing configuration of the site, though primary access would be on the east end adjacent to the parking lot.

The Project will replace a vacant 205,628 sf office building with 847 surface parking spaces. The Project is located within the McCaslin Business Park, an Office-Professional (O-P) Zone. According to Section 21.14.040 of the City Municipal Code (Code), a “data processing facility” is a principal use permitted in this zone, though the Code does not include a specific parking ratio for this use.

Project Operations

The computer facilities located within the Project will be in operation 24 hours per day, seven days per week. It will be staffed at all times with security personnel and technicians and, during regular business hours, will also be staffed by administrative employees and building maintenance personnel.

Based on a detailed operations plan provided by the operator, the Project is proposed to have 26 full-time employees, including 18 on day shifts and eight on night shifts. There would not be any part-time employees. The operations plan is provided in the Attachment.

PROJECT PARKING

Section 21.14.110 of the Code specifies that uses within the O-P Zone shall comply with the Citywide off-street parking requirements defined in Section 21.22.120 of the Code. That Section identifies minimum off-street parking requirements for commercial developments. Table 21.22(C), Nonresidential Parking Standards, sets requirements for dozens of commercial land uses; however, it does not have parking requirements specific to data centers. For uses that are permitted, but do not have a stated parking requirement, Section 21.22.120(B) allows a “parking study” to be prepared “to determine the appropriate parking ratio *for any land use which is not assigned a specific parking ratio herein.*” (Emphasis added.)

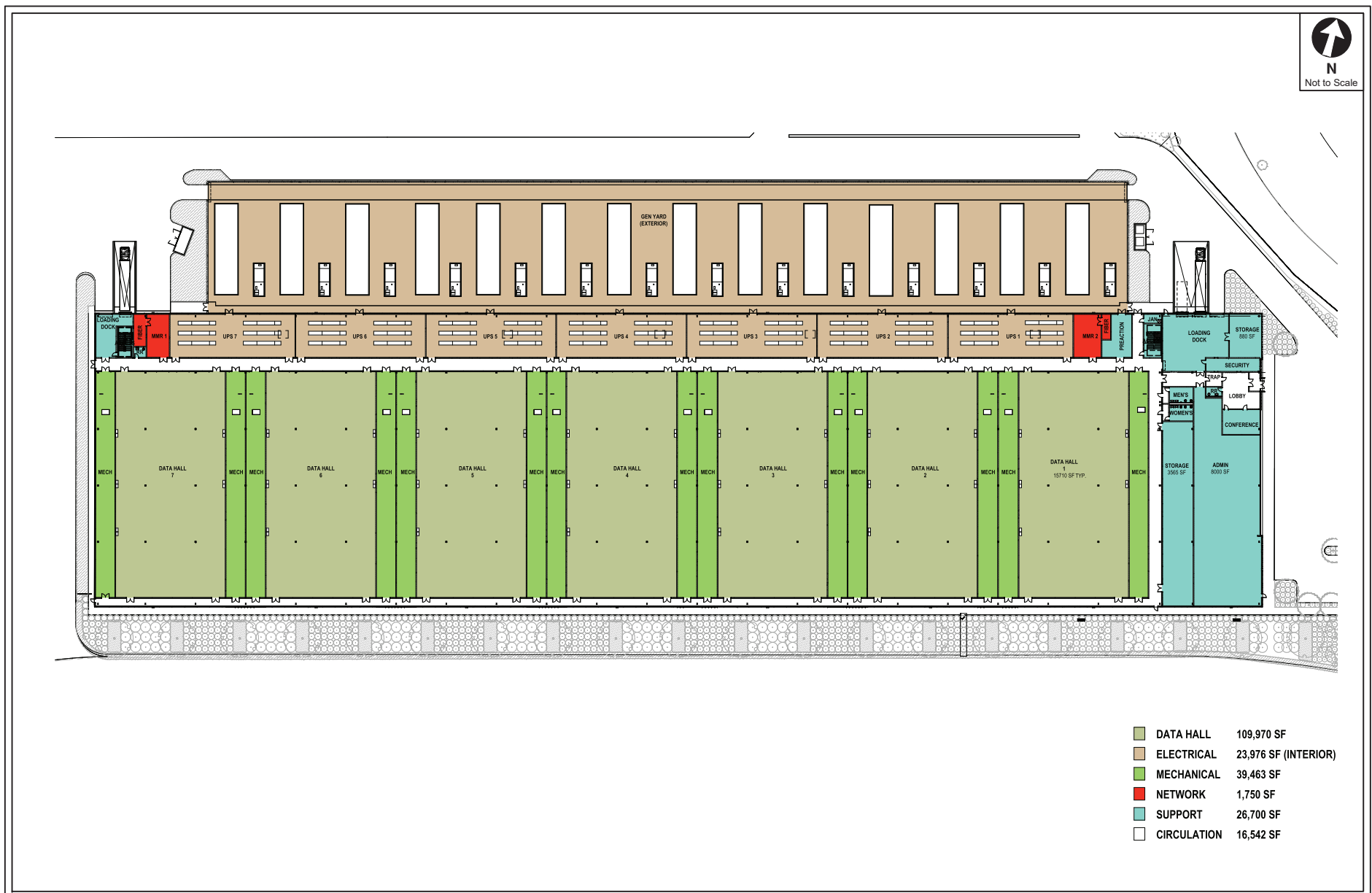
Here, the vast majority of the floor area would be used as a data center with seven data halls, each approximately 15,710 sf, separated by dedicated mechanical rooms. Approximately 8,000 sf of the Project would be dedicated to administrative office space. As such, for purposes of parking demand analysis, the Project is functionally comparable to a Public Utility Substation (which is the closest use in the Code that has a defined parking ratio) in that it provides physical infrastructure to support an internet-based service, but the total floor area does not correlate to the total number of users at the site. The parking ratio in the Code for a Public Utility Substation is based on the number of employees rather than the total floor area. Specifically, it is “one space per employee plus one space for each vehicle used in connection with the facility.” This type of ratio more accurately reflects actual parking demand than a ratio based on building square footage.

Given the similar uses, this type of ratio should be used as a basis to identify the parking demand for the data center use contemplated by the Project. The Project would have a maximum of 18 employees on-site during the day and eight at night, including administrative, operational, security, and maintenance employees. There would be no facility vehicles at the Project Site. Therefore, with 26 total employees and no facility vehicles, application of the Public Utility Substation parking requirement would require a total of 26 parking spaces, assuming each employee requires a parking space and accounting for shift changes where some employees may be at the site at the same time.

By way of comparison, the City of San Jose has a parking ratio specific to data centers. San Jose Municipal Code Section 20.09.060 requires one space per 5,000 sf of office/meeting/technician work space, plus one space for each 50,000 sf of floor area, or fraction thereof devoted to equipment space. The parking ratio is categorized as a “utility use” and is based primarily on the office space available in the data center, rather than the equipment space,

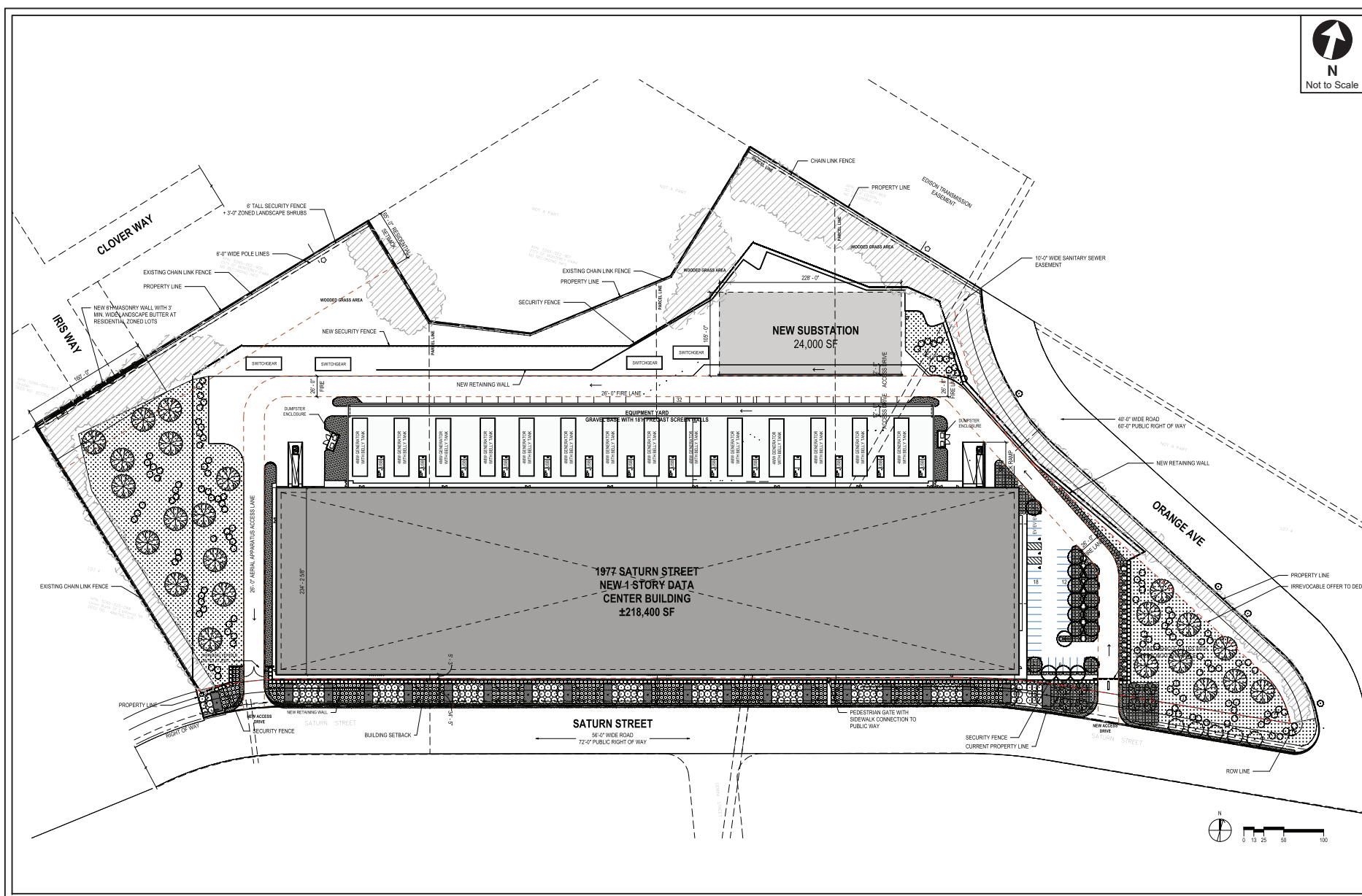
which is similar to the City's parking ratio for Public Utility Substations. If this ratio were applied to the Project, only 10 parking spaces would be required.

Based on our conservative assessment of the Project, the maximum number of parking spaces needed would be 26 based on the total number of employees, assuming they were all on site at the same time. The Project proposes to provide 68 spaces, which would clearly satisfy parking demand and exceed the number of parking spaces needed to accommodate all parking needs on-site, including the 26 employees and additional visitors and clients.



PROJECT LAYOUT

FIGURE
1



PROJECT SITE PLAN

FIGURE
2

Attachment
Operations Plan

1977 SATURN STREET DATA CENTER PROJECT STAFFING PLAN

4/3 day work schedule / 12-hour shifts / Non-rotating

LA - Total Technical Positions	
Tech 1 - Night A	6PM/6AM
Tech 2 - Night A	6PM/6AM
Tech 3 - Night B	6PM/6AM
Tech 4 - Night B	6PM/6AM
Tech 5 - Day A	6AM/6PM
Tech 6 - Day A	6AM/6PM
Tech 7 - Day A	6AM/6PM
Tech 8 - Day B	6AM/6PM
Tech 9 - Day B	6AM/6PM
Tech 10 - Day B	6AM/6PM
Float Tech 11	9AM/6PM
Bldg Engineer	8AM/5PM

IT Ops Lead	8A/5P
IT Ops Tech	8A/5P
IT Ops Tech	8A/5P
IT Ops Tech	11A/7P

Facility Manager	9A/5P
Chief Engineer	9A/5P
Asst Chief Engineer	11A/7P
Facility Coordinator	9A/5P

Security Supervisor	7a/3P
Security 1st	7a/3P
Security 2nd	3P/11P
Security 3rd	11P/3A

Janitorial 8A/5P

Summary	FTE
Management - Day	3
Technical - Day	8
Technical - Night	5
IT - Day	3
IT - Night	1
Security - Day	2
Security - Night	2
Janitorial - Day	2
Total	26

Split by Shift	
Day	18
Night	8
Total	26

Work Hours (adjustable)	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Tech 1 - Night A	6P/6A	6P/6A	6P/6A	6P/6A	Off	Off	Off	6P/6A	6P/6A	6P/6A	Off	Off	Off	Off	6P/6A	6P/6A	6P/6A	6P/6A	Off	Off	Off	6P/6A	6P/6A	6P/6A	Off	Off	Off	
Tech 2 - Night A	6P/6A	6P/6A	6P/6A	6P/6A	Off	Off	Off	6P/6A	6P/6A	6P/6A	Off	Off	Off	Off	6P/6A	6P/6A	6P/6A	6P/6A	Off	Off	Off	6P/6A	6P/6A	6P/6A	Off	Off	Off	
Tech 3 - Night B	Off	Off	Off	Off	6P/6A	6P/6A	6P/6A	Off	Off	Off	6P/6A	6P/6A	6P/6A	6P/6A	Off	Off	Off	Off	6P/6A	6P/6A	6P/6A	Off	Off	Off	6P/6A	6P/6A	6P/6A	
Tech 4 - Night B	Off	Off	Off	Off	6P/6A	6P/6A	6P/6A	Off	Off	Off	6P/6A	6P/6A	6P/6A	6P/6A	Off	Off	Off	Off	6P/6A	6P/6A	6P/6A	Off	Off	Off	6P/6A	6P/6A	6P/6A	
Tech 5 - Day A	6A/6P	6A/6P	6A/6P	Off	Off	Off	Off	6A/6P	6A/6P	6A/6P	6A/6P	Off	Off	Off	6A/6P	6A/6P	6A/6P	Off	Off	Off	Off	6A/6P	6A/6P	6A/6P	Off	Off	Off	
Tech 6 - Day A	6A/6P	6A/6P	6A/6P	Off	Off	Off	Off	6A/6P	6A/6P	6A/6P	6A/6P	Off	Off	Off	6A/6P	6A/6P	6A/6P	Off	Off	Off	Off	6A/6P	6A/6P	6A/6P	Off	Off	Off	
Tech 7 - Day A	6A/6P	6A/6P	6A/6P	Off	Off	Off	Off	6A/6P	6A/6P	6A/6P	6A/6P	Off	Off	Off	6A/6P	6A/6P	6A/6P	Off	Off	Off	Off	6A/6P	6A/6P	6A/6P	Off	Off	Off	
Tech 8 - Day B	Off	Off	Off	6A/6P	6A/6P	6A/6P	6A/6P	Off	Off	Off	Off	6A/6P	6A/6P	6A/6P	Off	Off	Off	6A/6P	6A/6P	6A/6P	6A/6P	Off	Off	Off	Off	6A/6P	6A/6P	
Tech 9 - Day B	Off	Off	Off	6A/6P	6A/6P	6A/6P	6A/6P	Off	Off	Off	Off	6A/6P	6A/6P	6A/6P	Off	Off	Off	6A/6P	6A/6P	6A/6P	6A/6P	Off	Off	Off	Off	6A/6P	6A/6P	
Tech 10 - Day B	Off	Off	Off	6A/6P	6A/6P	6A/6P	6A/6P	Off	Off	Off	Off	6A/6P	6A/6P	6A/6P	Off	Off	Off	6A/6P	6A/6P	6A/6P	6A/6P	Off	Off	Off	Off	6A/6P	6A/6P	
Float Tech 11	Off	9A-6P	9A-6P	9A-6P	9A-6P	9A-6P	Off	Off	9A-6P	9A-6P	9A-6P	9A-6P	9A-6P	Off	Off	9A-6P	9A-6P	9A-6P	9A-6P	9A-6P	Off	Off	9A-6P	9A-6P	9A-6P	9A-6P	9A-6P	
Bldg Engineer	Off	8A/5P	8A/5P	8A/5P	8A/5P	8A/5P	Off	Off	8A/5P	8A/5P	8A/5P	8A/5P	8A/5P	Off	Off	8A/5P	8A/5P	8A/5P	8A/5P	8A/5P	Off	Off	8A/5P	8A/5P	8A/5P	8A/5P	8A/5P	

IT Ops Lead	Off	8A/5P	8A/5P	8A/5P	8A/5P	8A/5P	Off	Off	8A/5P	8A/5P	8A/5P	8A/5P	8A/5P	Off	Off	8A/5P	8A/5P	8A/5P	8A/5P	8A/5P	Off	Off	8A/5P	8A/5P	8A/5P	8A/5P	8A/5P	Off
IT Ops Tech	Off	8A/5P	8A/5P	8A/5P	8A/5P	8A/5P	Off	Off	8A/5P	8A/5P	8A/5P	8A/5P	8A/5P	Off	Off	8A/5P	8A/5P	8A/5P	8A/5P	8A/5P	Off	Off	8A/5P	8A/5P	8A/5P	8A/5P	8A/5P	Off
IT Ops Tech	Off	8A/5P	8A/5P	8A/5P	8A/5P	8A/5P	Off	Off	8A/5P	8A/5P	8A/5P	8A/5P	8A/5P	Off	Off	8A/5P	8A/5P	8A/5P	8A/5P	8A/5P	Off	Off	8A/5P	8A/5P	8A/5P	8A/5P	8A/5P	Off
IT Ops Tech	Off	11A/7P	11A/7P	11A/7P	11A/7P	11A/7P	Off	Off	11A/7P	11A/7P	11A/7P	11A/7P	11A/7P	Off	Off	11A/7P	11A/7P	11A/7P	11A/7P	11A/7P	Off	Off	11A/7P	11A/7P	11A/7P	11A/7P	11A/7P	Off

Facility Manager	Off	9A - 5P	9A - 5P	9A - 5P	9A - 5P	9A - 5P	Off	Off	9A - 5P	9A - 5P	9A - 5P	9A - 5P	9A - 5P	Off	Off	9A - 5P	9A - 5P	9A - 5P	9A - 5P	9A - 5P	Off	Off	9A - 5P	9A - 5P	9A - 5P	9A - 5P	9A - 5P	Off
Chief Engineer	Off	9A - 5P	9A - 5P	9A - 5P	9A - 5P	9A - 5P	Off	Off	9A - 5P	9A - 5P	9A - 5P	9A - 5P	9A - 5P	Off	Off	9A - 5P	9A - 5P	9A - 5P	9A - 5P	9A - 5P	Off	Off	9A - 5P	9A - 5P	9A - 5P	9A - 5P	9A - 5P	Off
Asst Chief Engineer	Off	11A-7P	11A-7P	11A-7P	11A-7P	11A-7P	Off	Off	11A-7P	11A-7P	11A-7P	11A-7P	11A-7P	Off	Off	11A-7P	11A-7P	11A-7P	11A-7P	11A-7P	Off	Off	11A-7P	11A-7P	11A-7P	11A-7P	11A-7P	Off
Facility Coordinator	Off	9A/5P	9A/5P	9A/5P	9A/5P	9A/5P	Off	Off	9A/5P	9A/5P	9A/5P	9A/5P	9A/5P	Off	Off	9A/5P	9A/5P	9A/5P	9A/5P	9A/5P	Off	Off	9A/5P	9A/5P	9A/5P	9A/5P	9A/5P	Off

ATTACHMENT 4

Letter of Support

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**Re: Letter of Support for the 1977 Saturn Data Center Project
Initial Study Mitigated Negative Declaration (SCH No.
2024101397)**

Dear Ms. Chow and Ms. Alvarez:

This firm represents the Coalition for Responsible Equitable Economic Development Los Angeles ("CREED LA") with regard to the above-referenced 1977 Saturn Data Center Project proposed by SDCF Monterey Park, LLC ("Applicant"). On December 2, 2024, CREED LA submitted comments to the City regarding the Initial Study / Mitigated Negative Declaration ("MND") prepared for the Project.

CREED LA is pleased to report that it has entered into a legally enforceable confidential environmental settlement agreement with the Applicant. CREED LA submitted comments regarding the potential air quality, public health, greenhouse gas, and noise impacts of the Project. The Applicant agreed to additional measures beyond the measures currently proposed in the MND to address environmental concerns raised by CREED LA.

In closing, please note that CREED LA's objections to the Project, and concerns regarding the MND are fully resolved, and we respectfully request that the City adopt the MND, approve the Project, and conclude the administrative review process as soon as possible.

Please let me know if you have any questions.

Sincerely,



Kelilah D. Federman