



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, May 6, 2026
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 email City Hall at mpclerk@montereypark.ca.gov or call (626) 307-1359 for reasonable accommodation at least 48 hours before a meeting. Council Chambers are wheelchair accessible.

Public Comment for Matters Not on the Agenda

Pursuant to Rule 5 of Resolution No. 12226 (adopted February 17, 2021), speakers are limited to a total of five minutes for Public Comment and a total of five minutes on all other items on the Agenda. Exception - See Public Hearing Procedures under Rule 7, Resolution No. 12226. If desirable, the Mayor and City Council may change the amount of time allowed for speakers.

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 speak to any matter that is not on the Agenda but within the City Council's subject-matter jurisdiction at this time. Comments regarding an Agenda item, including the Consent

Calendar, will be heard when that matter is called. Written Communication is accepted up to 24 hours before the meeting by completing an online form at www.montereypark.ca.gov/writtencomm. Written communications are provided to the City Council.

Live Translation:

Meetings will be translated (transcribed or audio) to the language you select. Instructions are provided below.

即時翻譯:

會議將被翻譯（筆譯或音譯）至您選擇的語言。操作說明如下

Traducción en vivo:

Las reuniones se traducirán (por escrito o por audio) al idioma que seleccione. Las instrucciones se encuentran a continuación.

1



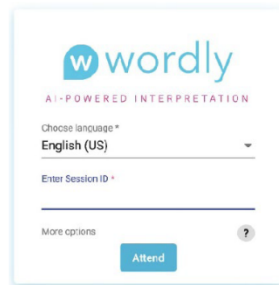
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2



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el audio

1. Call to Order

Mayor

2. Flag Salute

The Monterey Park Fire Explorers

3. Roll Call

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

4. Telecommunications Announcement, if requested

5. Agenda Revisions and Additions

6. Presentations

6.A. Monterey Vista Centennial Recognition

6.B. Alhambra Education Foundation's "Service to Education" Award Winners

6.C. SGV Forward Ad Hoc Subcommittee Update

6.D. Atlantic Square Update

7. Public Comments

8. Staff Communications

8.A. City Manager's Office

8.B. City Clerk's Office

8.C. Public Works

8.D. Recreation and Community Services Department

8.E. Fire Department

8.F. Bruggemeyer Library

9. Old Business

10. 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.

10.A. Monthly Investment Report

It is recommended that the City Council consider:

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

10.B. Setting of Assessments and Public Hearing for Citywide Maintenance District No. 93-1 for Fiscal Year 2026-27 under the Landscaping and Lighting Act of 1972

It is recommended that the City Council consider:

1. Adopting a resolution initiating and declaring the City Council's intent to levy and collect assessments for Fiscal Year 2026-27 in Citywide Maintenance District No. 93-1 under Streets and Highways Code § 22500-22979 and setting a time and place for a public hearing; and
2. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Resolution 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”). This action states the City’s intent to levy annual assessments and does not approve new construction or expand services. It is an administrative and fiscal action that will not change the physical environment. Therefore, this action is not a “project” under the CEQA, under 14 Cal. Code Regs. § 15378(b)(4)), and no further environmental review is required.

10.C. Waive further reading and adopt a regular ordinance to enact a citywide prohibition on data centers, and waive further reading and adopt a regular ordinance that would implement Measure NDC and become effective the same date as Measure NDC, if adopted by voters on June 2, 2026

It is recommended that the City Council consider:

1. Waiving second reading and adopting the proposed regular ordinance to enact a citywide prohibition on data centers;
2. Waiving second reading and adopting the proposed regular ordinance that would implement Measure NDC and become effective the same date as Measure NDC, if adopted by voters on June 2, 2026, in accordance with the Elections Code and Measure NDC; and
3. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act): These Ordinances are not subject to further review under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq.; “CEQA”) for the following reasons:

- A. They will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)). A prohibition on data centers means they cannot be constructed.
- B. There is no possibility that the Ordinances may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)). A prohibition on data centers means they cannot be constructed.
- C. These Ordinances, by themselves, do not constitute a “project” as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).
- D. Additionally, CEQA Guidelines § 15168(c)(2) provides that if a project is proposed which has been the subject of a prior certified EIR, and “[i]f the [City] finds that pursuant to [14 Cal. Code of Regs.] Section 15162, no new effects could occur or new mitigation measures would be required, the agency can approve the activity as being within the scope of the project covered by the ... EIR, and no new environmental document would be required.” The City Council finds that it certified a Final Environmental Impact Report (“FEIR”) for the Monterey Park Land Use and Urban Design Element (as adopted by Ordinance No. 2198 and approved by voters as Measure JJ on November 3, 2020) which was filed as State Clearing House No. 2001-01-1074. The Ordinances will not result in any new environmental impact not already considered in the FEIR and no further environmental review is required.

10.D. Adoption of 2026-27 City Council Strategic Plan Goals and Objectives and Legislative Platform

It is recommended that the City Council consider:

1. Adopting the attached 2026-27 Monterey Park City Council Strategic Plan Goals and Objectives,
2. Adopting the attached 2026-27 Monterey Park Legislative Platform; and
3. Taking such additional, related, action that may be desirable.

10.E. Adopting a resolution authorizing the City Manager, or designee to apply for, receive, and appropriate grant funds for the Next Generation Warning System Grant Program

It is recommended that the City Council consider:

1. Adopting a Resolution authorizing the City Manager, or designee, to submit an application to the California Governor's Office of Emergency Services for the Next Generation Warning System Grant Program, execute all grant documents, and accept and administer any awarded grant funds; and
2. Taking such additional, related, action that may be desirable.

10.F. Procedural Rules for Conducting Legislative Meetings

It is recommended that the City Council consider:

1. Receiving and filing Resolution No. 2026-R23 establishing Procedural Rules for conducting legislative meetings; and
2. Taking such additional, related, action that may be desirable.

10.G. Annual Review of Development Agreement No. DA-21-01 (Ordinance No. 2211) Between the City of Monterey Park and Center Int'l Investments, Inc. for the Property Located at 1688 West Garvey Avenue (APN 5254-002-031) pursuant to Government Code § 65865.1; Finding of Non-Compliance; Recommended Rescission of Development Agreement and Repeal of Goodviews Specific Plan (ZC-21-01)

It is recommended that the City Council consider:

1. Find, pursuant to Government Code § 65865.1, that Center Int'l Investments, Inc. ("CII") failed to demonstrate good-faith compliance with the terms and conditions of Development Agreement No. DA-21-01 and is in default thereof;
2. Direct the City Manager and City Attorney to initiate proceedings to rescind and terminate Development Agreement No. DA-21-01 in accordance with Government Code § 65868 and Section 12 of the Development Agreement;
3. Direct the City Manager and City Attorney to initiate proceedings to repeal the 1688 West Garvey Avenue Specific Plan (ZC-21-01), also known as the Goodviews Specific Plan, including any necessary zone change to restore prior zoning designations; and
4. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The actions recommended herein—finding CII in non-compliance, rescinding the Development Agreement, and repealing the Goodviews Specific Plan—are exempt from the

California Environmental Quality Act (“CEQA”) under CEQA Guidelines § 15061(b)(3). It can be determined with certainty that the recommended actions would have no significant effect on the environment, as they involve the termination of existing land use entitlements and do not propose or approve any new development.

10.H. Parcel Map 83733 – 423. N. McPherrin Avenue

It is recommended that the City Council consider:

1. Adopting a resolution approving final Parcel Map No. 83733; and
2. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The Project was categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines § 15332 as a Class 32 categorical exemption (Infill Development).

10.I. Orange Coast Petroleum Equipment, Inc. Amendment

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a First Amendment to Agreement 2431-AE with Orange Coast Petroleum Equipment, Inc., in a form approved by the City Attorney, in the amount of \$55,908, plus a contingency of 10%, for the purchase and installation of a fuel tank monitoring system;
2. Taking such additional, related, action that may be desirable.

10.J. Garvey Ranch Park Shade Structure Award of Contract

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with R.E. Schultz Construction, Inc. in the amount of \$98,416 for Garvey Ranch Shade Structures Installation, Specification No. 2026-002;
2. Authorizing the Public Works Director to approve change orders not to exceed \$9,850 over the total contract amount; 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) because it involves the replacement and minor alteration of existing park structures with no expansion of use.

10.K. Fire Service Day Resolution

It is recommended that the City Council consider:

1. Adopting a resolution declaring May 16, 2026 as Fire Service Day; and
2. Taking such additional, related, action that may be desirable.

10.L. Public Works Week Resolution

It is recommended that the City Council consider:

1. Adopting a Resolution declaring the week of May 17 through 23, 2026 as Public Works Week in Monterey Park; and
2. Taking such additional, related, action that may be desirable.

10.M. National Police Week Resolution

It is recommended that the City Council consider:

1. Adopting a resolution declaring the week of May 11–17, 2026, to be National Police Week in the City of Monterey Park; and
2. Taking such additional, related, action that may be desirable.

10.N. Building Safety Month Resolution

It is recommended that the City Council consider:

1. Adopting a Resolution recognizing May 2026 as Building Safety Month; and
2. Taking such additional, related, action that may be desirable.

10.O. Mental Health Awareness Month Resolution (As Requested by Mayor Yang)

It is recommended that the City Council consider:

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

10.P. Asian American, Native Hawaiian, and Pacific Islander Heritage Month Resolution (As Requested by Mayor Yang)

It is recommended that the City Council consider:

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

10.Q. Missing and Murdered Indigenous People Awareness Month (As Requested by Mayor Pro Tem Lo)

It is recommended that the City Council consider:

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

10.R. National Day of the Teacher and National Teacher Appreciation Week Resolution (As Requested by Council Member Sanchez)

It is recommended that the City Council consider:

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

10.S. National Asian American and Pacific Islander Day Against Bullying and Hate Resolution (As Requested by Council Member Wong)

It is recommended that the City Council consider:

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

11. Public Hearing

11.A. Consideration and possible action to adopt Resolution No. 26-XX – A Resolution authorizing the recording of a Notice of Special Assessment for Nuisance Abatement against the owner of 509 W. Andrix St. (APN 5266-013-018)

It is recommended that the City Council consider:

1. Adopting Resolution No. 26-XX to authorize the recording of a notice of special assessment for nuisance abatement on the owner of 509 W. Andrix Street; or;
2. Taking such additional, related, action that may be desirable.

12. New Business

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

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

15. Adjournment



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.A.

To: The Honorable Mayor and City Council
From: Amy Lee, City Treasurer
Subject: Monthly Investment Report

Recommendation:

It is recommended that the City Council consider:

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

Executive Summary:

As of March 31, 2026, invested funds for the City of Monterey Park total \$80,592,953.85.

Background:

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council showing the types of investments, dates and maturities, amounts of deposits, rates of interest, and the current market values for securities with maturity more than 12 months. The attached monthly investment report includes a portfolio summary from Chandler Asset Management.

Strategic Plan Goal:

N/A

Fiscal Impact:

N/A

Attachments:

1. Monthly Investment Report

ATTACHMENT 1

Monthly Investment Report

**CITY OF MONTEREY PARK
INVESTMENT REPORT
MARCH 31, 2026**

INVESTMENTS PORTFOLIO PROFILE:

TOTAL BALANCE AT 3/31/2026

\$ 80,592,953.85

INVESTMENT COMPOSITION

(1) <u>LA COUNTY POOLED INVESTMENT FUND</u>	ON DEMAND	3.13%	<u>\$ 27,153,656.10</u>
(2) <u>LOCAL AGENCY INVESTMENT FUND</u>	ON DEMAND	3.826%	<u>\$ 18,465,599.11</u>
(3) <u>CHANDLER ASSET MANAGEMENT</u>		4.41%	<u>\$ 27,207,665.23</u>

(4) <u>CERTIFICATES OF DEPOSIT</u>	Purchase Date	Maturity Date	Interest Rate	
1 RIZE FED CREDIT UNION	12/13/24	12/14/26	4.25%	245,000
2 FIRST SEACOAST BANK	01/27/25	01/27/27	4.15%	247,000
3 GOLDMAN SACHS BANK	01/28/25	01/28/27	4.15%	244,000
4 FIRST BUSINESS BANK	01/30/25	01/29/27	4.15%	244,000
5 FIRST KY BANK	01/30/25	02/01/27	4.15%	249,000
6 AUSTIN TELCO FED CREDIT UNION	01/31/25	02/01/27	4.25%	249,000
7 SOUND CREDIT UNION	01/31/25	02/01/27	4.20%	249,000
8 MORGAN STANLEY BANK	02/12/25	02/12/27	4.30%	244,000
9 MORGAN STANLEY PRIVATE BANK	02/12/25	02/12/27	4.30%	244,000
10 OREGON COMMUNITY CREDIT UNION	02/24/25	02/24/27	4.30%	249,000
11 MERRICK BANK	02/28/25	02/26/27	4.30%	249,000
12 SOUTHERN STATES BANK	03/21/25	03/22/27	4.15%	249,000
13 TOYOTA FINANCIAL SAVINGS BANK	04/10/25	04/12/27	4.00%	245,000
14 UBS BANK	04/23/25	04/23/27	3.95%	249,000
15 AMERICAN EXPRESS NATIONAL BANK	04/30/25	04/30/27	4.05%	245,000
16 STATE BANK INDIA	05/05/25	05/05/27	4.10%	244,000
17 TRANSPORTATION ALLIANCE BANK	05/12/25	05/12/27	4.00%	249,000
18 FINWISE BANK	05/21/25	05/21/27	4.00%	249,000
19 CONNEXUS CREDIT UNION	07/23/25	07/23/27	4.10%	245,000
20 HARBORSTONE CREDIT UNION	08/06/25	08/06/26	4.25%	249,000
21 HOPE FEDERAL CREDIT UNION	08/21/25	08/21/26	4.10%	240,000
22 CIVIC FEDERAL CREDIT UNION	08/29/25	08/28/26	4.15%	249,000
23 PREFERRED BANK	09/03/25	09/03/26	3.93%	113,033
24 OPTUM BANK	09/15/25	09/15/27	3.70%	245,000
25 FIRST BANK	09/19/25	03/19/27	3.70%	245,000
26 UNIVERSITY OF ILLINOIS CREDIT UNION	09/24/25	09/24/27	3.65%	249,000
27 DORT FINANCIAL CREDIT UNION	10/10/25	10/12/27	3.75%	247,000
28 ALLIANT CREDIT UNION	10/30/25	10/30/26	4.00%	249,000
29 DART BANK	01/30/26	02/01/28	3.65%	245,000
30 CELTIC BANK	03/10/26	03/10/28	3.65%	249,000
31 WELLS FARGO	03/30/26	03/30/28	3.90%	249,000
32 FIRST UTAH BANK	03/31/26	03/31/28	3.80%	249,000

Total CDs (32)

4.034% \$ 7,766,033.41

OTHER INFORMATION:

BANK BALANCE: ⁽¹⁾

\$24,895,646.62

AVERAGE MATURITY DAYS

141

AVERAGE INTEREST RATE FOR THE MONTH

3.809%

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

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

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

PORTFOLIO SUMMARY

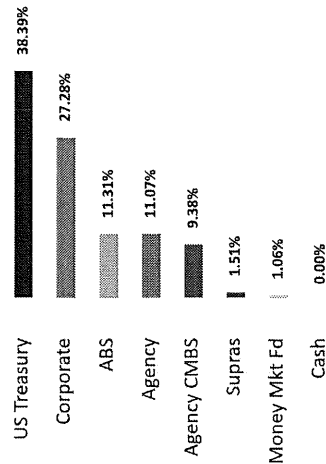


City of Monterey Park | Account #11189 | As of March 31, 2026

Portfolio Characteristics

Average Modified Duration	1.83
Average Coupon	4.13%
Average Purchase YTM	4.41%
Average Market YTM	3.99%
Average Credit Quality*	AA+
Average Final Maturity	2.23
Average Life	1.99

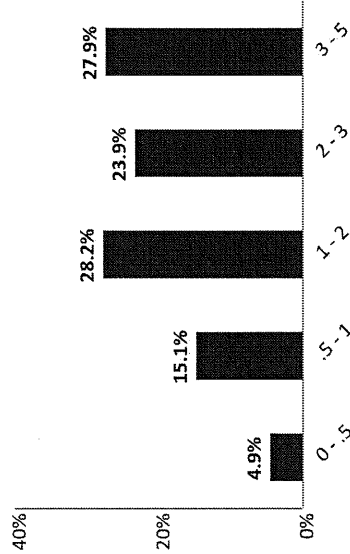
Sector Allocation



Account Summary

	End Values as of 02/28/2026	End Values as of 03/31/2026
Market Value	27,422,012.00	27,312,530.63
Accrued Interest	239,530.34	229,033.67
Total Market Value	27,661,542.34	27,541,564.30
Income Earned	107,966.14	115,730.96
Cont/WD	0.00	0.00
Par	27,218,129.66	27,320,736.68
Book Value	27,098,956.21	27,207,665.23
Cost Value	26,984,354.07	27,090,955.71

Maturity Distribution



Performance Review

Total Rate of Return **	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (03/12/24)
City of Monterey Park	(0.42%)	0.43%	0.43%	4.17%	5.05%	--	--	--	5.04%
Benchmark Return	(0.44%)	0.29%	0.29%	3.75%	4.59%	--	--	--	4.47%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
 **Periods over 1 year are annualized.
 Benchmark: ICE BofA 1-3 Year US Treasury & Agency Index

Execution Time: 04/02/2026 04:11:50 PM

Chandler Asset Management | info@chandlerasset.com | www.chandlerasset.com | 800.317.4747

CONFIDENTIAL | 2



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.B.

To: The Honorable Mayor and City Council
From: Laura Borjon, Finance Manager
Subject: Setting of Assessments and Public Hearing for Citywide Maintenance District No. 93-1 for Fiscal Year 2026-27 under the Landscaping and Lighting Act of 1972

Recommendation:

It is recommended that the City Council consider:

1. Adopting a resolution initiating and declaring the City Council's intent to levy and collect assessments for Fiscal Year 2026-27 in Citywide Maintenance District No. 93-1 under Streets and Highways Code § 22500-22979 and setting a time and place for a public hearing; and
2. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Resolution 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"). This action states the City's intent to levy annual assessments and does not approve new construction or expand services. It is an administrative and fiscal action that will not change the physical environment. Therefore, this action is not a "project" under the CEQA, under 14 Cal. Code Regs. § 15378(b)(4)), and no further environmental review is required.

Executive Summary:

In 1993, the City of Monterey Park (the "City") formed Citywide Maintenance District No. 93-1 (the "District") under the Landscaping and Lighting Act of 1972 (the "Act") to fund streetlighting and landscaping. The Act requires the City to prepare an annual Engineer's Report and hold a public hearing before levying assessments.

The City contracts with Francisco and Associates to prepare the annual Engineer's Report and submit District assessments to the County of Los Angeles for inclusion on property tax bills. The Engineer's Report explains District costs, services, and how assessments are shared among properties.

The proposed assessment is \$40.97 per Equivalent Dwelling Unit (EDU) and has not increased since 1996. City staff recommends holding a public hearing on June 3, 2026. After the hearing, the City Council may approve the assessments.

Background:

The City formed the District to fund streetlighting and landscaping. Assessment revenues pay a portion of these costs, and the City's General Fund pays the remaining amount.

The City must complete the proposed process each year to continue the collection of assessments. The City has followed this process for the past 33 years. The assessment rate for the District has not been increased since 1996. To begin the process for Fiscal Year 2026-27, the attached resolution and Engineer's Report are before the City Council.

Resolution of Initiation/ Intention

Adoption of the attached resolution starts the annual process for Fiscal Year 2026-27, states the City Council's intent to levy assessments, and preliminarily approves the Engineer's Report. It describes the District and sets the public hearing.

The proposed District assessment is \$40.97 per single-family home, i.e., one equivalent dwelling unit ("EDU") and has not increased since 1996, which has not been increased since 1996. Multi-family residential uses are given a factor of 0.85 EDUs per dwelling unit and assessed accordingly. Parcels designated for mobile home park uses are assigned 0.50 EDUs per unit and assessed accordingly, and Commercial/Industrial parcels will be assessed 7.26 EDUs for each acre, or any portion thereof up to five (5) acres and 0.73 EDUs for every additional acre or portion thereof above five acres.

City staff recommends the public hearing be scheduled for June 3, 2026 at 6:30 p.m. in the City Council Chamber. The City will give notice of the public hearing as required by law.

Strategic Plan Goal:

N/A

Fiscal Impact:

The proposed assessment rate for Fiscal Year 2026-27 is the same as Fiscal Year 2025-26. The total projected assessment revenue is \$1,019,854. If the City does not approve the assessments, it must reduce or replace such funding to maintain current streetlighting and landscaping service levels.

Attachments:

1. Resolution
2. Fiscal Year 2026-27 Engineers Report

ATTACHMENT 1

Resolution

RESOLUTION NO. 2026-_____

**RESOLUTION INITIATING AND DECLARING THE CITY COUNCIL'S
INTENT TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR
2026-2027 IN CITYWIDE MAINTENANCE DISTRICT NO. 93-1 PURSUANT
THE LANDSCAPING AND LIGHTING ACT OF 1972 (STREETS AND
HIGHWAYS CODE §§ 22500–22679) AND SETTING A TIME AND PLACE
FOR A PUBLIC HEARING**

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

SECTION 1: The City Council has, by previous Resolutions, formed the City of Monterey Park Citywide Maintenance District No. 93-1 (hereafter referred to as the “District”) pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 (hereafter referred to as the “Act”), which provides for the levy and collection of assessments by the County of Los Angeles (“County”) for the City of Monterey Park to fund the operation and maintenance of landscaping, streetlighting, and related facilities.

SECTION 2: The City Council finds as follows:

- A. The City Council seeks to order the preparation of an Engineer's Report and declares the intention to levy and collect assessments pursuant to the Act for the District; and
- B. The assessments are existing assessments under the Act and are not increased for Fiscal Year 2026-27. The City is conducting annual proceedings to levy existing assessments and is not imposing or increasing an assessment requiring property-owner balloting under Article XIII D, section 4 of the California Constitution.

SECTION 3: An Engineer's Report (“Report”), dated May 6, 2026, was prepared pursuant to Streets and Highways Code § 22566 for Fiscal Year 2026-27. A copy of the Report is attached as Exhibit “A” and incorporated by reference.

SECTION 4: After reviewing the Report, the City Council finds as follows:

- A. The Report sufficiently meets the requirements set forth in Streets and Highways Code §§ 22565, *et seq.*
- B. The Engineer's estimate of the itemized costs and expenses of District improvements and services, as contained in the Report, is preliminarily approved and confirmed.
- C. The diagram, showing the boundaries of the land within the District referred to and described in the Report, is preliminarily approved and confirmed.

The proposed assessment is in proportion to the estimated special benefit to be received by each parcel, as described in the Report, and is preliminarily approved and confirmed.

- D. The Report may be used for the purposes of all subsequent proceedings pursuant to the proposed assessment.

SECTION 5: The City Council directs the City Clerk to give notice that the City Council intends to undertake proceedings for levying and collecting of special assessments for Fiscal Year 2026-27 on real property within the District for the continued maintenance of certain improvements as shown and delineated on a map previously approved by City Council and on file with the City ("Map") pursuant to Streets and Highways Code § 22508. The Map is incorporated by reference and available for public inspection. Any proposed changes to the Map, maintenance, and assessments are set forth in the Report.

SECTION 6: On June 3, 2026, the City Council will consider ordering the annual assessment recommended in the Report. The annual assessment proposed for each Equivalent Dwelling Unit ("EDU") in the Report is \$40.97 for Fiscal Year 2026-27, the same as Fiscal Year 2025-26.

SECTION 7: If approved, the assessment funds maintenance of landscaping and streetlighting improvements, as set forth in the Report.

SECTION 8: If approved, the County Auditor/Controller must enter the assessments on the County Assessment Roll and collect them at the same time and in the same manner as County taxes are collected. After collection by the County, the net amount of the assessments, after the deduction of any compensation due to the County for collection, must be paid to the City Treasurer for the purpose of paying the costs and expenses of the District.

SECTION 9: All monies collected for such assessments must be deposited in a special fund known as "Special Fund City of Monterey Park Citywide Maintenance District No. 93-1." Payment may be made out of said fund only for the purposes stated in this Resolution.

SECTION 10: Any public property included within the boundaries of the District is exempt from assessment.

SECTION 11: The public hearing to consider levying the assessments identified in this Resolution will take place on June 3, 2026, or as soon thereafter as is practicable, at a regular meeting of the City Council at the Council Chamber, 320 West Newmark Avenue, Monterey Park.

SECTION 12: The City Clerk is hereby authorized and directed to publish this Resolution pursuant to Government Code § 6061 and Streets and Highways Code § 22554.

SECTION 13: A majority protest from the property owners may require abandonment of any proposed increase in the assessment for Fiscal Year 2026-27. Written protests must be submitted to the City Clerk's office at City Hall, 320 West Newmark Avenue, Monterey Park, CA 91754, before the closing of the public hearing on June 3, 2026. Each written protest must state the grounds of objection and describe the property owned.

SECTION 14: For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person so designated:

Martha Garcia
Director of Finance
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754
(626) 307-1349

SECTION 15: *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 16: *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 17: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED, AND ADOPTED this 6th day of May, 2026.

Elizabeth Yang, Mayor

ATTEST:

APPROVED AS TO FORM:

Maychelle Yee, City Clerk

Joaquin Vasquez, Assistant City Attorney

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

I, Maychelle Yee, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 2026-____ was duly adopted and passed at a regular meeting of the Monterey Park City Council on the 6th of May, 2026, by the following vote:

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

DATED this 6th day of May, 2026.

Maychelle Yee, City Clerk
Monterey Park, California

ATTACHMENT 2
Fiscal Year 2026-27
Engineer's Report

Citywide Maintenance District No. 93-1

Fiscal Year 2026-27

Engineer's Report

May 6, 2026



Prepared by

**FRANCISCO
AND ASSOCIATES**

Where Innovative Strategies
Fund Tomorrow's Communities

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**CITY OF MONTEREY PARK
COUNCIL MEMBERS AND STAFF**

Elizabeth Yang
Mayor

Henry Lo
Mayor Pro Tem

Jose Sanchez
Council Member

Thomas Wong
Council Member

Vinh T. Ngo
Council Member

Inez Alvarez
City Manager

Karl H. Berger
City Attorney

Maychelle Yee
City Clerk

Martha Garcia
Finance Director

Shawn Igoe
Public Works Director

Francisco & Associates
Assessment Engineer

CERTIFICATIONS

This Engineer's Report contains the necessary information required to conduct the proceedings and is submitted to the Office of the City Clerk of the City of Monterey Park for filing and public inspection.



Martha Garcia
Director of Finance

4/20/2026

Date



Okan Demirci
CE No. 90039
Acting City Engineer

04/16/2026

Date

SECTION I

INTRODUCTION

Background

In 1993, the City of Monterey Park (“City”) formed Citywide Maintenance District 93-1 (“District”) under the Landscape and Lighting Act of 1972 (“Act”). Assessments are levied on parcels in the District, in proportion to the special benefit each parcel receives, to provide the City with a source of revenue for the cost of operation and maintenance of street trees, landscaping, and streetlights on arterial streets in the City. The assessment rate for the District has not been increased since 1996 and the City continues to use General Fund monies to cover shortfalls due to significant inflationary cost increases. Increasing the District assessment rate requires noticing and balloting property owners in the City in accordance with Article XIID, Section 4 of the California Constitution.

Streetlighting, when well maintained, provides protection of property, increased public safety, reduction of traffic accidents, and savings in accident costs and lost working hours. Street trees and landscaping, when well maintained, provides beautification, shade, traffic safety, aesthetic appeal, and enhancement of the desirability of the surroundings, along with a direct and positive effect on property values. Property values in a community are increased when public infrastructure such as street trees, landscaping, and streetlighting are in place, improved, operable, safe, clean, and maintained. The operation, servicing, and maintenance of facilities benefiting parcels within the District is in accordance with the Act, and performed pursuant to City ordinances and regulations.

Current Annual Administration

As required by the Act, City Council has followed a multi-step Council meeting process each year to approve the levy of assessments on parcels within the District. The annual process includes the preparation and approval of an annual Engineer’s Report and holding a public hearing.

City Council will hold a public hearing on June 3, 2026 to provide an opportunity for any interested person to be heard. Notice of the public hearing will be provided in accordance with the Act and California Government Code. At the conclusion of the public hearing, City Council may approve the Engineer’s Report and adopt a resolution confirming the levy of assessments as proposed or as modified. Following adoption of this resolution, the Assessor’s Roll for the District will be prepared and filed with the Los Angeles County (“County”) Auditor’s Office for inclusion on the Fiscal Year 2026-27 property tax roll.

Payment of District assessments will be made in the same manner and at the same time as payments made for property taxes for each respective parcel. Revenues from District assessments must be placed in a special fund and shall only be used for the purposes stated in this report.

SECTION II

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF THE LANDSCAPE AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code of the State of California), and in accordance with the Resolution of Intention adopted by the City Council of the City of Monterey Park on May 6, 2026. I, Okan Demirci, the duly appointed Engineer of Work, submit herewith the "Report" consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Monterey Park and incorporated herein.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2026-27, including incidental costs and expenses in connection therewith. The estimate of cost is on file in the Office of the Director of Public Works of the City of Monterey Park and incorporated herein.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Monterey Park.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENT

This part describes the method of apportionment of assessments, based upon each parcel's land use classification within the District in proportion to the estimated special benefits received.

PART E: DISTRICT ASSESSMENT ROLL

This part contains the County Assessor's Parcel numbers, and the amount to be assessed upon the benefited lands within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Monterey Park and keyed to the records of the County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The District provides for the operation, servicing, and maintenance of street trees, landscaping, and streetlighting, including but not limited to, personnel, electricity, utilities, materials, and contracting services as described below. Improvement plans are on file in the Office of the Director of Public Works of the City of Monterey Park.

Maintenance means the furnishing of services and materials for the ordinary and usual operation and servicing of the landscaping and public lighting facilities including repair, removal or replacement of all or part of any of the landscaping and public lighting facilities. Maintenance also means providing for the life, growth, health, and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, treating for disease or injury, and the removal of trimmings, rubbish, debris, and other solid waste.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or improvements and the furnishing of electric current or energy, gas, or other illuminating agent for the public lighting facilities, or for the lighting or operation of landscaping.

Street Trees and Landscaping

Landscaping, planting shrubbery and trees, irrigation systems, hardscapes, and fixtures in public rights-of way within the boundaries of the District.

Streetlighting

Poles, fixtures, bulbs, conduits, equipment including anchors, posts and pedestals, and metering devices, as required to provide safety lighting in public rights-of-way within the boundaries of the District.

PART B

ESTIMATE OF COST

The Act provides that the cost of operation, maintenance, and servicing of landscaping, lighting, and associated facilities can be recovered by the District. Incidental costs including administration of the District, engineering fees, legal fees and all other ancillary costs associated with the operation, maintenance, and servicing of the District can also be included.

The Act requires the City establish a special fund for the costs and revenues of the District. Funds generated by District assessments can be used only for the purposes stated in this Report. Contributions to the District from the City's General Fund may be made to reduce assessments, as City Council deems appropriate. Any balance or deficit remaining at the end of each fiscal year (June 30th) must be carried over to the next fiscal year.

The following table is a summary of the estimated costs and revenues by maintenance category for Fiscal Year 2026-27.

ESTIMATED COSTS AND REVENUES FOR FISCAL YEAR 2026-27	
Estimated Costs	
Streetlighting Operations and Maintenance (O&M)	\$1,052,115
Street and Facility Landscaping O&M	\$1,331,145
Reserve Collection	\$0
Total Estimated Costs:	\$2,383,260
Estimated Revenues	
Portion of Assessments to fund Streetlighting O&M	\$450,225
Portion of Assessments to fund Street and Facility Landscaping O&M	<u>\$569,629</u>
Total Assessment Amount for Fiscal Year 2026-27	\$1,019,854
City General Fund Contributions	\$1,363,406
Total Estimated Revenues:	\$2,383,260

PART C

ASSESSMENT DISTRICT DIAGRAM

The Assessment District Diagram is on file in the office of the City Clerk of the City of Monterey Park. The boundaries of the District are coterminous with Monterey Park City Limits. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor, for the year when this Report was prepared.

PART D

METHOD OF APORTIONMENT OF ASSESSMENT

General

The Act permits the establishment of assessment districts by public agencies for the purpose of providing certain public improvements which include the operation, maintenance, and servicing of landscaping, lighting, and associated facilities.

Section 22573 of the Act requires that assessments must be levied according to benefit rather than according to assessed value. This Section states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."

Benefit Determination

Special benefits from the public facilities operated and maintained by the District are received directly by all parcels within the City. The operation, maintenance, and servicing of streetlighting and landscaping is distributed throughout the District and is of direct and special benefit to all parcels within the District. Therefore, costs attributed to these benefits are spread to all parcels within the District in accordance with the Assessment Formula described below.

Special benefits include maintenance of street trees and landscaping on arterial streets, which are the main travel ways of the City. The primary benefits of street trees and landscaping on arterial streets are the improved safety and aesthetic appeal within the community. Streetlighting is also considered a special benefit since all parcels within the City access public streets with streetlights. The primary benefits of streetlights are convenience, safety, security, and protection of property, property improvements, and persons. Facilities that are unsafe or destroyed by the elements or vandalism decrease quality of life. Costs incurred by the City to administer these programs are also considered a citywide benefit.

Assessment Formula

Costs attributed to the special benefits described above are spread to all parcels within the District based on Equivalent Dwelling Units (EDUs) by taking into consideration land use and parcel size as follows:

Single-Family Residential

The single-family residential parcel has been selected as the basic unit for calculation of the benefit assessments. Parcels developed for single family residential uses, including condominiums, are assessed one (1) EDU.

Multi-Family Residential

Multi-family residential uses are given a factor of 0.85 EDUs per dwelling unit. Based on data from representative cities in urban Southern California, the multi-residential factor of 85 percent is determined by the statistical proportion of relative trip generation from various types of residential uses, in combination with population density per unit.

Mobile Home

Parcels designated for mobile home park uses are assigned 0.50 EDUs per unit.

Commercial/Industrial

In converting improved non-residential properties to EDUs, the factor used is the typical lot size for single-family residential parcels, which is 6,000 square feet, or 7.26 dwelling units per acre.

Commercial/Industrial parcels will be assessed 7.26 EDUs for each acre, or any portion thereof up to five (5) acres and 0.73 EDUs for every additional acre or portion thereof above five acres. This lower EDU factor is based upon the fact that many of the larger commercial/industrial developments contain internal street systems and provide their own streetlighting. Commercial/Industrial parcels will be assessed a minimum of one (1) EDU.

Vacant Commercial/Industrial

Parcels which are not zoned for residential use, and which do not have structures on the parcels, are assessed based upon the acreage of the parcel. These parcels will be assessed at 50 percent of the rate of improved Commercial/Industrial property. Vacant commercial/industrial parcels will be assessed a minimum of 0.50 EDUs.

Vacant Residential

Vacant Residential property is described as parcels with no improved dwelling structures. These properties receive benefits based on their land, as this is the basis of their value. The land value portion of residential property in Monterey Park is about 50 percent. Parcels defined as single-family residential parcels, which do not have structures on the parcels are therefore assessed at 50 percent of a single-family residential parcel. Therefore, vacant single-family residential parcels will be assessed at 0.50 EDUs per parcel. Parcels defined as vacant multi-family residential will be assessed at 50 percent of the rate for vacant Commercial/Industrial property. Therefore, vacant multi-family residential parcels will be assessed a minimum of 0.25 EDUs.

Institutional

Institutional parcels are defined as those used for private schools, lodge halls, convalescent hospitals, and other similar uses. These parcels will be assessed at the same rate as improved commercial/industrial property.

Utility

Parcels owned by private utility companies will be assessed at the same rate as improved commercial/industrial property based upon comparable land use for the property. Utility rights of way will be exempt from assessments.

Exempt

Parcels of land defined in the County Assessor's records as being exempt from property taxes will be exempt from District assessments. This includes all publicly owned property in performance of a public function, easements and public utility rights-of-way, and common areas.

Maximum and Proposed Assessment Rate for Fiscal Year 2026-27

The maximum annual assessment rate for the District is **\$40.97 per EDU**, which has not been increased since 1996. There is no increase proposed for Fiscal Year 2026-27 and the City is proposing to levy District assessments at the maximum assessment rate. The total anticipated assessment amount for Fiscal Year 2026-27 is **\$1,019,854**.

PART E

DISTRICT ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District, shall be as shown on the County assessor parcel maps and/or the County secured property tax roll for the year in which this Report is prepared. A listing of parcels to be assessed within the District along with the proposed assessment amount is on file in the office of the City Clerk of the City of Monterey Park.

Upon approval of this Report, and confirmation of the proposed assessments, the assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for Fiscal Year 2026-27. If the parcels within the District and referenced in this Report, are re-numbered, re-apportioned, or changed by the County Assessor's Office after approval of this Report, the new parcel along with the appropriate assessment amount will be submitted to the County Auditor/Controller. If the parcel change made by the County includes a parcel split, parcel merger, or change in tax status, the assessment amount submitted on the new parcels will be based on the Method of Apportionment described in Part D of this Report.

APPENDIX A

INVENTORY OF PARCELS FOR FISCAL YEAR 2026-27

Land Use	No. of Parcels	Residential Units	Acres	EDUs	Assessment Amount
Single-Family Residential	13,830	13,830	N/A	13,830.00	\$566,615.10
Vacant Single-Family Residential	114	N/A	N/A	57.00	\$2,335.86
Multi-Family Residential	1,431	6,891	N/A	5,857.35	\$239,975.74
Vacant Multi-Family Residential	2	N/A	0.87	1.58	\$64.74
Mobile Homes	2	25	N/A	12.50	\$512.13
Commercial/Industrial	936	N/A	515.31	3,718.34	\$152,340.52
Vacant Commercial/Industrial	40	N/A	222.96	289.01	\$11,840.80
Institutional	50	N/A	40.11	291.72	\$11,951.76
Utilities	58	N/A	199.13	835.17	\$34,216.93
Exempt:					
a. Alhambra City School District	4			0.00	\$0.00
b. Garvey School District	3			0.00	\$0.00
c. L.A. City Community College	4			0.00	\$0.00
d. L.A. County Flood Control District	4			0.00	\$0.00
e. L.A. County	10			0.00	\$0.00
f. L.A. Unified School District	2	N/A	N/A	0.00	\$0.00
g. Metropolitan Water District	7			0.00	\$0.00
h. Montebello Unified School District	2			0.00	\$0.00
i. State of California	4			0.00	\$0.00
j. City of Montebello	1			0.00	\$0.00
k. City of Monterey Park	46			0.00	\$0.00
l. Common Area	21			0.00	\$0.00
Subtotal (a-l):	108	N/A	N/A	0.00	\$0.00
Totals:	16,571	20,746	978.37	24,892.67	\$1,019,853.58



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.C.

To: The Honorable Mayor and City Council

From: Timothy Hou, Director of Community Development

Subject: Waive further reading and adopt a regular ordinance to enact a citywide prohibition on data centers, and waive further reading and adopt a regular ordinance that would implement Measure NDC and become effective the same date as Measure NDC, if adopted by voters on June 2, 2026

Recommendation:

It is recommended that the City Council consider:

1. Waiving second reading and adopting the proposed regular ordinance to enact a citywide prohibition on data centers;
2. Waiving second reading and adopting the proposed regular ordinance that would implement Measure NDC and become effective the same date as Measure NDC, if adopted by voters on June 2, 2026, in accordance with the Elections Code and Measure NDC; and
3. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act): These Ordinances are not subject to further review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*; “CEQA”) for the following reasons:

- A. They will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)). A prohibition on data centers means they cannot be constructed.
- B. There is no possibility that the Ordinances may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)). A prohibition on data centers means they cannot be constructed.
- C. These Ordinances, by themselves, do not constitute a “project” as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).
- D. Additionally, CEQA Guidelines § 15168(c)(2) provides that if a project is proposed which has been the subject of a prior certified EIR, and “[i]f the [City] finds that pursuant to [14 Cal. Code of Regs.] Section 15162, no new effects could occur or new mitigation measures would be required, the agency can approve the activity as being within the

scope of the project covered by the ... EIR, and no new environmental document would be required.” The City Council finds that it certified a Final Environmental Impact Report (“FEIR”) for the Monterey Park Land Use and Urban Design Element (as adopted by Ordinance No. 2198 and approved by voters as Measure JJ on November 3, 2020) which was filed as State Clearing House No. 2001-01-1074. The Ordinances will not result in any new environmental impact not already considered in the FEIR and no further environmental review is required.

Executive Summary:

Each of these regular ordinances was introduced and received first reading at the April 20, 2026, City Council special meeting. Second reading and adoption of these ordinances is recommended. If adopted, the regular ordinance to enact a citywide prohibition will take effect in 30 days (Attachment 1). The regular ordinance that would implement Measure NDC would become effective the same date as Measure NDC, if adopted by voters on June 2, 2026 (Attachment 2). The staff report from April 20, 2026, is attached for reference (Attachment 3).

Please note that Urgency Ordinance No. 2276 enacting a citywide prohibition on data centers was also adopted on April 20, 2026 and took effect immediately upon adoption. Urgency Ordinance No. 2276 does not require a second reading.

Background:

See Attachment 3 – April 20, 2026, City Council Report.

Strategic Plan Goal:

N/A

Fiscal Impact:

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

Attachments:

1. Ordinance No. XXXX - Adopting a citywide prohibition on data centers
2. Ordinance No. XXXX - Adopting implementing Measure NDC
3. City Council Staff Report, dated April 20 2026 (without attachments)

ATTACHMENT 1

Ordinance _____

Adopting a citywide prohibition on data centers

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A CITYWIDE PROHIBITION ON DATA CENTERS AND AMENDING THE MONTEREY PARK MUNICIPAL CODE TO IMPLEMENT SUCH PROHIBITION.

The city council of the city of Monterey Park does ordain as follows:

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

- A. Article XI, § 7 of the California Constitution empowers the City to enact and enforce ordinances regulating conditions that may be public nuisances or health hazards, or that promote social, economic, or aesthetic considerations.
- B. Government Code § 38771 authorizes the City to declare what constitutes a nuisance by ordinance.
- C. The City's ability to abate public nuisances through its police powers is well-established (see, e.g., Civil Code §§ 3479, 3480; *People ex rel. Gallo v. Acuna* (1997) 14 Cal.4th 1090; *People v. Greene* (1968) 264 Cal.App.2d 774).
- D. The City Council's purpose in adopting this ordinance is to establish a clear, permanent land use policy that data centers are not an allowed land use anywhere within the City, thereby providing certainty to residents, businesses, and property owners about long-term development expectations.
- E. On November 3, 2020, the voters adopted Ordinance No. 2198, approved as Measure JJ, which updated the Land Use and Urban Design Element of the General Plan ("Measure JJ").
- F. In 2023, the City Council adopted Ordinance No. 2231 approving the Market Place Specific Plan and related zoning regulations to govern the final phase of development for the Monterey Park Market Place, a multi-tenant regional shopping center with retail, auto dealership, last-mile distribution, and warehouse uses, along with an amended and restated development agreement. That Specific Plan defines "data center" as a facility, or group of structures, used to house a large group of networked computer systems for the remote storage, processing, or distribution of large amounts of data. Data centers are allowed as a primary land use.
- G. In 2024, the City Council amended the zoning regulations in MPMC Chapter 21.14 governing Saturn Park to distinguish between a "data processing facility" and "data center." Such data centers would only be approved in Saturn

Park with a development agreement approved by the City Council in accordance with California law.

H. The City Council considered data center regulations in multiple forums, including through interim moratoria and community groups, and now intends to adopt a uniform, citywide prohibition so that data centers are not an allowed use under any General Plan land use designation or zoning regulations.

I. On January 21, 2026, the City Council adopted an interim urgency ordinance prohibiting the processing of pending, and acceptance of new, data center land use applications within Saturn Park while the City considered adopting additional regulations for such land uses.

J. The City Council subsequently adopted Ordinance No. 2272 and then Ordinance No. 2274, which extended a temporary moratorium prohibiting the processing of pending, and acceptance of new, data center land use applications citywide, to prevent approvals that could conflict with pending land use and zoning regulations updates.

K. The City Council previously found that these interim ordinances were matters of local and citywide importance and were not directed toward any particular business, applicant, or project, but rather were necessary to maintain the status quo during the City's broader policy review.

L. Through Resolution No. 2026-R6, captioned the "Community Act Prohibiting Data Centers," the City Council placed a proposition on the June 2, 2026 special election ballot asking voters whether to adopt an ordinance amending the General Plan to prohibit data centers citywide. That Proposition is designated as Measure NDC on the June 2nd ballot.

M. Measure NDC's implementing text proposes to amend the Land Use and Urban Design Element to add, for all land use designations, a "Prohibited Land Uses" category specifying that "All data centers are prohibited throughout the City," with "data center" defined consistently with the definition used in the City's zoning regulations.

N. Measure NDC further provides that, if approved, the City Council would be authorized and directed to promptly adopt all zoning regulations needed to implement the citywide prohibition on data centers.

O. The City Council finds that continued reliance on interim moratoria is not a complete prohibition on data centers. This ordinance prohibiting data centers harmonizes the anticipated changes to the General Plan and the City's zoning

regulations, avoids uncertainty, and clearly communicates that such uses are not allowed under any land use designation within the City.

P. The City Council further finds that data centers, as large, specialized facilities with limited public-facing activity, are inconsistent with the City's long-term planning objectives for employment, mixed-use, commercial, and industrial areas, and that other, less intensive or more community-serving uses are more appropriate for the limited developable land within the City.

Q. Based on these findings and declarations, and in the exercise of the City's police powers under the California Constitution, the City Council concludes that prohibiting data centers as a land use throughout the City, and amending the General Plan and zoning regulations, accordingly, is a necessary and appropriate exercise of the City's legislative and land use authority.

R. The City Council recognizes that California law including, without limitation, *Melton v. City of San Pablo* (1967) 252 Cal.App.2d 794 and *In re Cindy B. v. Eugene B.* (1987) 192 Cal.App.3d 771, allows legislation to be retroactively applied when the legislative intent for such retroactivity is clear.

S. The City Council determines that the MPMC requires updating to protect the public against health, safety, and welfare dangers that may result from data centers.

T. The City Council finds that that this Ordinance is necessary in order to protect the City from the potential effects and impacts of outdated land uses and the accompanying environmental impacts, the aesthetic impacts to the City, and other similar or related effects on property values and the quality of life in the City's neighborhoods.

SECTION 2: *Planning Agency.* Pursuant to MPMC § 2.56.020(c), the City Council is acting as the Planning Agency for purposes of the Project.

SECTION 3: *Public Nuisance.* Data centers are declared to be a public nuisance. Accordingly, Monterey Park Municipal Code ("MPMC") § 4.30.050 is amended to add a new subsection (jj) to read as follows:

"(jj) Any construction, operation, or maintenance of a data center within this city."

SECTION 4: *Citywide Prohibition.* MPMC § 21.02.170 is amended by adding a new subsection "c" to read as follows:

"21.02.170 Limitation on Land Use; Prohibition.

A. Except as provided in this title, it is unlawful to construct, reconstruct, or structurally alter any building or use any real property for any purpose other than is specifically permitted in the zone in which the building or land is located. Using any building or real property for a purpose prohibited by federal law, state law, or this Code is a misdemeanor.

B. Unless preempted by federal or state law, it is unlawful for any person to construct, operate, reconstruct, or use real property for an airport, helipad or heliport in any zone. Using any building or real property in violation of this subsection is a misdemeanor.

C. Unless preempted by federal or state law, it is unlawful for any person to construct, operate, reconstruct, or use real property for a data center in any zone. Using any building or real property in violation of this subsection is a misdemeanor.

SECTION 5: *New Definition.* A new MPMC § 21.04.295.102 is added to read as follows:

“Associated Data Room or Server Room means an enclosed room, suite, or other accessory space containing computer servers, data storage equipment, network switching equipment, telecommunications equipment, and related supporting equipment, including cooling, electrical, backup power, and security systems, that is used solely in conjunction with and incidental to the primary land use on the same lot or site. An Associated Data Room or Server Room is not a data center, server farm, colocation facility, or other prohibited digital infrastructure use, and cannot be used for independent commercial, wholesale, or third-party data processing, storage, or transmission. This accessory use must remain physically and operationally subordinate to the primary use with which it is associated. Associated Data Rooms or Server Rooms are allowed as an accessory use in all zones.”

SECTION 6: *Data Center Definition.* A new MPMC § 21.04.295 is added to read as follows:

“Data Center means a building, dedicated space within a building, or group of structures used to house a large group of networked computer systems used for data storage and processing for off-site and on-site users, to be used for the remote storage, processing, or distribution of large amounts of data. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility substations, back-up batteries, fire suppression systems, enhanced security features, and other associated utility infrastructure to support

operations.”

SECTION 7: *Data Processing Facilities Prohibited.* MPMC § 21.14.040 is amended to delete “data processing facility.” Table 21.12(A) in the MPMC is amended to remove reference to “data processing facility.”

SECTION 8: *Accessory Uses Allowed.* A new MPMC § 21.14.055 is added to read as follows:

“§ 21.14.055 Accessory Uses. Associated Data Rooms and Server Rooms are allowed as an accessory use to any principal or conditional use allowed by this chapter.”

SECTION 9: *Saturn Park – Accessory Uses.* MPMC § 21.14.210 is amended to delete “data center” and “data processing facility.” It is further amended to add a new definition of “Associated Data Room or Server Room” to read as follows:

“Associated Data Room or Server Room means an enclosed room, suite, or other accessory space containing computer servers, data storage equipment, network switching equipment, telecommunications equipment, and related supporting equipment, including cooling, electrical, backup power, and security systems, that is used solely in conjunction with and incidental to the primary land use on the same lot or site. An Associated Data Room or Server Room is not a data center, server farm, colocation facility, or other prohibited digital infrastructure use, and cannot be used for independent commercial, wholesale, or third-party data processing, storage, or transmission. The use must remain physically and operationally subordinate to the primary use with which it is associated.”

SECTION 10: *Development Agreement Repealed.* MPMC § 21.14.220 is repealed.

SECTION 11: *Market Place – Data Centers Prohibited.* Table 1 to the Market Place Specific Plan, adopted by Ordinance No. 2231 (adopted June 21, 2023), is amended to delete “data center.”

SECTION 12: *General Plan Findings.* Pursuant to Government Code § 65860, the changes implemented by this Ordinance are consistent with the Monterey Park General Plan as amended by Measure JJ. Large, infrastructure-type data centers are inconsistent with the General Plan’s vision for active, pedestrian-oriented commercial and mixed-use districts; for innovation and corporate employment centers that provide high-quality, people-oriented jobs; for protection of residential neighborhoods from incompatible encroachment; for high-quality urban design and active frontages;

and for a resilient, health-promoting built environment that avoids new localized environmental burdens. This Ordinance is consistent with Measure JJ as follows:

- A. Goal 2 and Policies 2.1–2.3 (dynamic mix of businesses, uses, and employment that sustain a strong local economy and contribute to a fiscally sustainable tax base).
- B. Goal 3 and Policy 7.3 (distinctive, complete residential neighborhoods and protection of neighborhoods from the encroachment of incompatible activities or land uses that may negatively impact the residential living environment).
- C. Goals 10, 12, 19, and 21 and their associated policies (commercial and mixed-use districts that provide a variety of retail, service, hospitality, and entertainment uses; high design quality in all commercial development; dynamic, pedestrian-oriented mixed-use districts with active ground-floor frontages and transparent façades; and gateway-quality design along key corridors).
- D. Goal 4 and Policies 4.1–4.5 (a built environment that is resilient and promotes health and wellness; adaptation to and mitigation of climate change; sustainable development practices; prevention and reduction of disproportionate environmental burdens and compounding health risks affecting low-income and minority populations; and siting of new development in areas that can sustain it long term considering air quality, health indicators, infrastructure, and socio-economic factors).
- E. Goal 24, Goal 25, and Policies 24.1–24.3 and 25.1–25.3 for Innovation Technology areas (Monterey Pass Road and Saturn Park as locations for technology-oriented, creative-industry, service, and emerging-industry businesses; ensuring that zoning permits the range of uses necessary to achieve land use goals; and prohibiting uses that conflict with those goals, including warehousing, trucking-related, and other incompatible industrial or hazardous-materials-intensive uses).
- F. Goal 26 and Policies 26.1–26.3 for the Corporate Center (Corporate Center corridor as a premier regional location for high-rise office, hospitality, and complementary uses; marketing the area for corporate headquarters, research and development facilities, hotels, conference facilities, and related uses; and prohibiting uses that conflict with those objectives).
- G. Implementation Program 1 (amend zoning regulations and zoning map to reflect General Plan land use policy and design standards, including requirements for active storefronts in mixed-use areas, flexibility to accommodate

emerging uses consistent with land use goals, standards for building massing and transparency, and standards for transition areas to ensure compatibility with established residential neighborhoods).

H. This Ordinance complies with Policy No. 2.1 (limiting environmental pollution); Policy 2.2 (promote enhanced health outcomes and improved quality of life); and Policy 3.2 (work with local business community to expand green space programs).

I. The regulations in this Ordinance will not adversely affect surrounding properties. Such regulations will operate citywide and will not affect a change in the use or the intensity of use of property in any zone.

SECTION 13: *Zoning Findings.* Pursuant to MPMC § 21.38.050, the City Council finds that the changes implemented by this Ordinance will promote public health, safety and general welfare by, among other things, encouraging the most appropriate use of land, and conservation and stabilization of property value, all in accordance with the General Plan. The proposed changes to the MPMC do not affect any particular property. Rather, they are of citywide application and are intended to enhance property values while balancing property rights.

SECTION 14: *Environmental Review.* The City Council finds and determines that this Ordinance is not subject to further review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*; “CEQA”) for the following reasons:

A. It will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)). A prohibition on data centers means they cannot be constructed.

B. There is no possibility that the Proposition may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)). A prohibition on data centers means they cannot be constructed.

C. This Ordinance, by itself, does not constitute a “project” as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).

D. Additionally, CEQA Guidelines § 15168(c)(2) provides that if a project is proposed which has been the subject of a prior certified EIR, and “[i]f the [City] finds that pursuant to [14 Cal. Code of Regs.] Section 15162, no new effects could occur or new mitigation measures would be required, the agency can approve the activity as being within the scope of the project covered by the ... EIR, and no new environmental document would be required.” The City Council

finds that it certified a Final Environmental Impact Report ("FEIR") for the Monterey Park Land Use and Urban Design Element (as adopted by Ordinance No. 2198 and approved by voters as Measure JJ on November 3, 2020) which was filed as State Clearing House No. 2001-01-1074. This Proposition will not result in any new environmental impact not already considered in the FEIR and no further environmental review is required.

SECTION 15: *Construction.* This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 16: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 17: *Conflicts.* In the event of a conflict between the provisions of this Ordinance and the provisions the MPMC, any other ordinance, or any resolution, the provisions of this Ordinance govern. The City Planner is authorized to resolve any ambiguities in the manner set forth in the MPMC. Any such determination must be forwarded to the City Council as an informational item when practicable. The City Manager and City Attorney are authorized to undertake all reasonable actions needed to implement this Ordinance to prohibit data centers.

SECTION 18: *Enforceability.* Repeal or amendment of any provision of the MPMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 19: *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 20: *Retroactivity.* The City Council specifically intends that all amendments implemented by this Ordinance be retroactively effective on June 21, 2023.

SECTION 21: *Electronic Signatures.* This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic

signatures will be treated in all respects as having the same effect as an original signature.

SECTION 22: *Effective Date.* This Ordinance will become effective 30 days after its second reading and adoption.

SECTION 23: The City Clerk, or designee, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

PASSED AND ADOPTED this ____ day of April, 2026.

Elizabeth Yang, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

ATTACHMENT 2

Ordinance 

Adopting implementing Measure NDC

ORDINANCE NO. _____

AN ORDINANCE ADOPTING IMPLEMENTING MEASURE NDC BY ESTABLISHING A CITYWIDE PROHIBITION ON DATA CENTERS AND AMENDING THE MONTEREY PARK MUNICIPAL CODE TO IMPLEMENT SUCH PROHIBITION.

The city council of the city of Monterey Park does ordain as follows:

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

- A. Article XI, § 7 of the California Constitution empowers the City to enact and enforce ordinances regulating conditions that may be public nuisances or health hazards, or that promote social, economic, or aesthetic considerations.
- B. Government Code § 38771 authorizes the City to declare what constitutes a nuisance by ordinance.
- C. The City's ability to abate public nuisances through its police powers is well-established (*see, e.g.,* Civil Code §§ 3479, 3480; *People ex rel. Gallo v. Acuna* (1997) 14 Cal.4th 1090; *People v. Greene* (1968) 264 Cal.App.2d 774).
- D. The City Council's purpose in adopting this ordinance is to establish a clear, permanent land use policy that data centers are not an allowed land use anywhere within the City, thereby providing certainty to residents, businesses, and property owners about long-term development expectations.
- E. On November 3, 2020, the voters adopted Ordinance No. 2198, approved as Measure JJ, which updated the Land Use and Urban Design Element of the General Plan ("Measure JJ").
- F. In 2023, the City Council adopted Ordinance No. 2231 approving the Market Place Specific Plan and related zoning regulations to govern the final phase of development for the Monterey Park Market Place, a multi-tenant regional shopping center with retail, auto dealership, last-mile distribution, and warehouse uses, along with an amended and restated development agreement. That Specific Plan defines "data center" as a facility, or group of structures, used to house a large group of networked computer systems for the remote storage, processing, or distribution of large amounts of data. Data centers are allowed as a primary land use.
- G. In 2024, the City Council amended the zoning regulations in MPMC Chapter 21.14 governing Saturn Park to distinguish between a "data processing

facility” and “data center.” Such data centers would only be approved in Saturn Park with a development agreement approved by the City Council in accordance with California law.

H. The City Council considered data center regulations in multiple forums, including through interim moratoria and community groups, and now intends to adopt a uniform, citywide prohibition so that data centers are not an allowed use under any General Plan land use designation or zoning regulations.

I. On January 21, 2026, the City Council adopted an interim urgency ordinance prohibiting the processing of pending, and acceptance of new, data center land use applications within Saturn Park while the City considered adopting additional regulations for such land uses.

J. The City Council subsequently adopted Ordinance No. 2272 and then Ordinance No. 2274, which extended a temporary moratorium prohibiting the processing of pending, and acceptance of new, data center land use applications citywide, to prevent approvals that could conflict with pending land use and zoning regulations updates.

K. The City Council previously found that these interim ordinances were matters of local and citywide importance and were not directed toward any particular business, applicant, or project, but rather were necessary to maintain the status quo during the City’s broader policy review.

L. Through Resolution No. 2026-R6, captioned the “Community Act Prohibiting Data Centers,” the City Council placed a proposition on the June 2, 2026 special election ballot asking voters whether to adopt an ordinance amending the General Plan to prohibit data centers citywide. That Proposition is designated as Measure NDC on the June 2nd ballot.

M. Measure NDC’s implementing text proposes to amend the Land Use and Urban Design Element to add, for all land use designations, a “Prohibited Land Uses” category specifying that “All data centers are prohibited throughout the City,” with “data center” defined consistently with the definition used in the City’s zoning regulations.

N. Measure NDC further provides that, if approved, the City Council would be authorized and directed to promptly adopt all zoning regulations needed to implement the citywide prohibition on data centers.

O. The City Council finds that continued reliance on interim moratoria is not a complete prohibition on data centers. This ordinance prohibiting data centers

harmonizes the anticipated changes to the General Plan and the City's zoning regulations, avoids uncertainty, and clearly communicates that such uses are not allowed under any land use designation within the City.

P. The City Council further finds that data centers, as large, specialized facilities with limited public-facing activity, are inconsistent with the City's long-term planning objectives for employment, mixed-use, commercial, and industrial areas, and that other, less intensive or more community-serving uses are more appropriate for the limited developable land within the City.

Q. Based on these findings and declarations, and in the exercise of the City's police powers under the California Constitution, the City Council concludes that prohibiting data centers as a land use throughout the City, and amending the General Plan and zoning regulations, accordingly, is a necessary and appropriate exercise of the City's legislative and land use authority.

R. The City Council recognizes that California law including, without limitation, *Melton v. City of San Pablo* (1967) 252 Cal.App.2d 794 and *In re Cindy B. v. Eugene B.* (1987) 192 Cal.App.3d 771, allows legislation to be retroactively applied when the legislative intent for such retroactivity is clear.

S. The City Council determines that the MPMC requires updating to make it consistent with changes to the General Plan implemented by Measure NDC.

T. The City Council finds that that this Ordinance is necessary in order to protect the City from the potential effects and impacts of outdated land uses and the accompanying environmental impacts, the aesthetic impacts to the City, and other similar or related effects on property values and the quality of life in the City's neighborhoods.

SECTION 2: *Planning Agency.* Pursuant to MPMC § 2.56.020(c), the City Council is acting as the Planning Agency for purposes of the Project.

SECTION 3: *Public Nuisance.* Data centers are declared to be a public nuisance. Accordingly, Monterey Park Municipal Code ("MPMC") § 4.30.050 is amended to add a new subsection (jj) to read as follows:

"(jj) Any construction, operation, or maintenance of a data center within this city."

SECTION 4: *Citywide Prohibition.* MPMC § 21.02.170 is amended by adding a new subsection "c" to read as follows:

"21.02.170 Limitation on Land Use; Prohibition.

A. Except as provided in this title, it is unlawful to construct, reconstruct, or structurally alter any building or use any real property for any purpose other than is specifically permitted in the zone in which the building or land is located. Using any building or real property for a purpose prohibited by federal law, state law, or this Code is a misdemeanor.

B. Unless preempted by federal or state law, it is unlawful for any person to construct, operate, reconstruct, or use real property for an airport, helipad or heliport in any zone. Using any building or real property in violation of this subsection is a misdemeanor.

C. Unless preempted by federal or state law, it is unlawful for any person to construct, operate, reconstruct, or use real property for a data center in any zone. Using any building or real property in violation of this subsection is a misdemeanor.

SECTION 5: *New Definition.* A new MPMC § 21.04.295.102 is added to read as follows:

“Associated Data Room or Server Room means an enclosed room, suite, or other accessory space containing computer servers, data storage equipment, network switching equipment, telecommunications equipment, and related supporting equipment, including cooling, electrical, backup power, and security systems, that is used solely in conjunction with and incidental to the primary land use on the same lot or site. An Associated Data Room or Server Room is not a data center, server farm, colocation facility, or other prohibited digital infrastructure use, and cannot be used for independent commercial, wholesale, or third-party data processing, storage, or transmission. This accessory use must remain physically and operationally subordinate to the primary use with which it is associated. Associated Data Rooms or Server Rooms are allowed as an accessory use in all zones.”

SECTION 6: *Data Center Definition.* A new MPMC § 21.04.295 is added to read as follows:

“Data Center means a building, dedicated space within a building, or group of structures used to house a large group of networked computer systems used for data storage and processing for off-site and on-site users, to be used for the remote storage, processing, or distribution of large amounts of data. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility substations, back-up batteries, fire suppression systems, enhanced security features, and other associated utility infrastructure to support

operations.”

SECTION 7: *Data Processing Facilities Prohibited.* MPMC § 21.14.040 is amended to delete “data processing facility.” Table 21.12(A) in the MPMC is amended to remove reference to “data processing facility.”

SECTION 8: *Accessory Uses Allowed.* A new MPMC § 21.14.055 is added to read as follows:

“§ 21.14.055 Accessory Uses. Associated Data Rooms and Server Rooms are allowed as an accessory use to any principal or conditional use allowed by this chapter.”

SECTION 9: *Saturn Park – Accessory Uses.* MPMC § 21.14.210 is amended to delete “data center” and “data processing facility.” It is further amended to add a new definition of “Associated Data Room or Server Room” to read as follows:

“Associated Data Room or Server Room means an enclosed room, suite, or other accessory space containing computer servers, data storage equipment, network switching equipment, telecommunications equipment, and related supporting equipment, including cooling, electrical, backup power, and security systems, that is used solely in conjunction with and incidental to the primary land use on the same lot or site. An Associated Data Room or Server Room is not a data center, server farm, colocation facility, or other prohibited digital infrastructure use, and cannot be used for independent commercial, wholesale, or third-party data processing, storage, or transmission. The use must remain physically and operationally subordinate to the primary use with which it is associated.”

SECTION 10: *Development Agreement Repealed.* MPMC § 21.14.220 is repealed.

SECTION 11: *Market Place – Data Centers Prohibited.* Table 1 to the Market Place Specific Plan, adopted by Ordinance No. 2231 (adopted June 21, 2023), is amended to delete “data center.”

SECTION 12: *General Plan Findings.* Pursuant to Government Code § 65860, the changes implemented by this Ordinance are consistent with the Monterey Park General Plan as amended by Measure JJ. Large, infrastructure-type data centers are inconsistent with the General Plan’s vision for active, pedestrian-oriented commercial and mixed-use districts; for innovation and corporate employment centers that provide high-quality, people-oriented jobs; for protection of residential neighborhoods from incompatible encroachment; for high-quality urban design and active frontages;

and for a resilient, health-promoting built environment that avoids new localized environmental burdens. This Ordinance is consistent with Measure JJ as follows:

- A. Goal 2 and Policies 2.1–2.3 (dynamic mix of businesses, uses, and employment that sustain a strong local economy and contribute to a fiscally sustainable tax base).
- B. Goal 3 and Policy 7.3 (distinctive, complete residential neighborhoods and protection of neighborhoods from the encroachment of incompatible activities or land uses that may negatively impact the residential living environment).
- C. Goals 10, 12, 19, and 21 and their associated policies (commercial and mixed-use districts that provide a variety of retail, service, hospitality, and entertainment uses; high design quality in all commercial development; dynamic, pedestrian-oriented mixed-use districts with active ground-floor frontages and transparent façades; and gateway-quality design along key corridors).
- D. Goal 4 and Policies 4.1–4.5 (a built environment that is resilient and promotes health and wellness; adaptation to and mitigation of climate change; sustainable development practices; prevention and reduction of disproportionate environmental burdens and compounding health risks affecting low-income and minority populations; and siting of new development in areas that can sustain it long term considering air quality, health indicators, infrastructure, and socio-economic factors).
- E. Goal 24, Goal 25, and Policies 24.1–24.3 and 25.1–25.3 for Innovation Technology areas (Monterey Pass Road and Saturn Park as locations for technology-oriented, creative-industry, service, and emerging-industry businesses; ensuring that zoning permits the range of uses necessary to achieve land use goals; and prohibiting uses that conflict with those goals, including warehousing, trucking-related, and other incompatible industrial or hazardous-materials-intensive uses).
- F. Goal 26 and Policies 26.1–26.3 for the Corporate Center (Corporate Center corridor as a premier regional location for high-rise office, hospitality, and complementary uses; marketing the area for corporate headquarters, research and development facilities, hotels, conference facilities, and related uses; and prohibiting uses that conflict with those objectives).
- G. Implementation Program 1 (amend zoning regulations and zoning map to reflect General Plan land use policy and design standards, including requirements for active storefronts in mixed-use areas, flexibility to accommodate

emerging uses consistent with land use goals, standards for building massing and transparency, and standards for transition areas to ensure compatibility with established residential neighborhoods).

H. This Ordinance complies with Policy No. 2.1 (limiting environmental pollution); Policy 2.2 (promote enhanced health outcomes and improved quality of life); and Policy 3.2 (work with local business community to expand green space programs).

I. The regulations in this Ordinance will not adversely affect surrounding properties. Such regulations will operate citywide and will not affect a change in the use or the intensity of use of property in any zone.

SECTION 13: *Zoning Findings.* Pursuant to MPMC § 21.38.050, the City Council finds that the changes implemented by this Ordinance will promote public health, safety and general welfare by, among other things, encouraging the most appropriate use of land, and conservation and stabilization of property value, all in accordance with the General Plan. The proposed changes to the MPMC do not affect any particular property. Rather, they are of citywide application and are intended to enhance property values while balancing property rights.

SECTION 14: *Environmental Review.* The City Council finds and determines that this Ordinance is not subject to further review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*; “CEQA”) for the following reasons:

A. It will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)). A prohibition on data centers means they cannot be constructed.

B. There is no possibility that the Proposition may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)). A prohibition on data centers means they cannot be constructed.

C. This Ordinance, by itself, does not constitute a “project” as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).

D. Additionally, CEQA Guidelines § 15168(c)(2) provides that if a project is proposed which has been the subject of a prior certified EIR, and “[i]f the [City] finds that pursuant to [14 Cal. Code of Regs.] Section 15162, no new effects could occur or new mitigation measures would be required, the agency can approve the activity as being within the scope of the project covered by the ... EIR, and no new environmental document would be required.” The City Council

finds that it certified a Final Environmental Impact Report ("FEIR") for the Monterey Park Land Use and Urban Design Element (as adopted by Ordinance No. 2198 and approved by voters as Measure JJ on November 3, 2020) which was filed as State Clearing House No. 2001-01-1074. This Proposition will not result in any new environmental impact not already considered in the FEIR and no further environmental review is required.

SECTION 15: *Construction.* This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 16: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 17: *Conflicts.* In the event of a conflict between the provisions of this Ordinance and the provisions the MPMC, any other ordinance, or any resolution, the provisions of this Ordinance govern. The City Planner is authorized to resolve any ambiguities in the manner set forth in the MPMC. Any such determination must be forwarded to the City Council as an informational item when practicable. The City Manager and City Attorney are authorized to undertake all reasonable actions needed to implement this Ordinance to prohibit data centers.

SECTION 18: *Enforceability.* Repeal or amendment of any provision of the MPMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 19: *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 20: *Retroactivity.* The City Council specifically intends that all amendments implemented by this Ordinance be retroactively effective on June 21, 2023.

SECTION 21: *Electronic Signatures.* This Ordinance may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic

signatures will be treated in all respects as having the same effect as an original signature.

SECTION 22: *Effective Date.* After second reading and adoption, this Ordinance will become effective on the same date as set forth in Section 9 to Measure NDC (Exhibit A to Resolution No. 2026-R6), which is incorporated by reference.

SECTION 23: The City Clerk, or designee, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

PASSED AND ADOPTED this ____ day of April, 2026.

Elizabeth Yang, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

ATTACHMENT 3
City Council Staff Report
dated April 20, 2026 (without attachments)



City Council Staff Report

Date: April 20, 2026

Agenda Item Number: 5.A.

To: The Honorable Mayor and City Council

From: Timothy Hou, Director of Community Development

Subject: Consideration and possible action to conduct a public hearing to 1) adopt an urgency ordinance to enact a citywide prohibition on data centers; 2) introduce and waive first reading of a regular ordinance to enact a citywide prohibition on data centers; and 3) introduce and waive first reading of a regular ordinance that would implement Measure NDC and become effective the same date as Measure NDC, if adopted by voters on June 2, 2026

Recommendation:

It is recommended that the City Council consider:

1. Opening a public hearing to receive written and testimonial evidence regarding a potential citywide prohibition on data centers;
2. After receiving such evidence, consider:
 - a. Adopting an urgency ordinance that would take effect immediately upon adoption to enact a citywide prohibition on data centers;
 - b. Introducing and waiving first reading of a regular ordinance to enact a citywide prohibition on data centers;
 - c. Introducing and waving first reading of a regular ordinance that would implement Measure NDC and become effective the same date as Measure NDC, if adopted by voters on June 2, 2026, in accordance with the Elections Code and Measure NDC; and
3. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act): This Ordinance is not subject to further review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*; “CEQA”) for the following reasons:

- A. It will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2)). A prohibition on data centers means they cannot be constructed.
- B. There is no possibility that the Proposition may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)). A prohibition on data centers means

they cannot be constructed.

- C. This Ordinance, by itself, do not constitute a “project” as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).
- D. Additionally, CEQA Guidelines § 15168(c)(2) provides that if a project is proposed which has been the subject of a prior certified EIR, and “[i]f the [City] finds that pursuant to [14 Cal. Code of Regs.] Section 15162, no new effects could occur or new mitigation measures would be required, the agency can approve the activity as being within the scope of the project covered by the ... EIR, and no new environmental document would be required.” The City Council finds that it certified a Final Environmental Impact Report (“FEIR”) for the Monterey Park Land Use and Urban Design Element (as adopted by Ordinance No. 2198 and approved by voters as Measure JJ on November 3, 2020) which was filed as State Clearing House No. 2001-01-1074. This Proposition will not result in any new environmental impact not already considered in the FEIR and no further environmental review is required.

Executive Summary:

The City Council has considered regulating data centers since 2024. Since that time, the Council has made various policy choices including amending the Monterey Park Municipal Code (“MPMC”) to regulate data centers in Saturn Park; adopting interim moratoria on processing data center applications; and, most recently, placing a city-sponsored ballot measure onto the June 2, 2026 special election (designated as Measure NDC).

On March 4, 2026, the City Council directed the City Manager and City Attorney to initiate a process to consider a citywide prohibition on data centers before the voters consider Measure NDC. A public hearing was noticed for a special meeting on April 20, 2026, to consider proposed amendments to the MPMC prohibiting data centers citywide. If adopted, the three draft ordinances would make the same changes to the MPMC: converting the City Council’s recent interim actions into a permanent land use policy by prohibiting data centers citywide, declaring them a public nuisance, and removing them from Saturn Park zoning regulations and the Market Place Specific Plan. They would also make it apparent that server rooms are an accessory use to otherwise lawful primary land uses.

Background:

Measure JJ, approved by Monterey Park voters in 2020, updated the Land Use and Urban Design Element and established the General Plan framework that now guides land use policy in the City. In 2023, the City adopted the Market Place Specific Plan, which expressly allowed data centers as a primary land use within that specific plan area.

In 2024, the City amended Saturn Park regulations to distinguish between “data processing facility” and “data center,” with a data center requiring approval via a development agreement adopted by ordinance. This distinction mattered because a data processing facility could otherwise be processed ministerially if it met objective standards, while a data center required discretionary City Council legislative action and environmental review.

On January 21, 2026, the City Council adopted an interim urgency ordinance prohibiting the processing of pending, and acceptance of new, data center applications in Saturn Park while broader policy review was considered. The Council subsequently adopted Ordinance Nos. 2272 and 2274 extending the moratorium citywide to maintain the status quo while considering

broader zoning and General Plan changes.

On February 4, 2026, Council direction shifted from only preparing zoning regulations to also preparing a ballot proposition, based on the view that a voter-approved prohibition would provide stronger long-term protection against future data center proposals and future policy reversals.

On March 4, 2026, the Council adopted Resolution No. 2026-R6 placing the “Community Act Prohibiting Data Centers” on the June 2, 2026 special election ballot as Measure NDC. If approved by voters, Measure NDC would amend the General Plan to prohibit data centers citywide.

At its March 4th meeting, the City Council expressed its concern that the interim moratorium on data centers (which lasts until January 2027) is not a complete prohibition on data centers. The City Council did not wish to create uncertainty about whether such uses remain permissible in some parts of the City.

Consequently, the City Manager and City Attorney were instructed to begin the noticing process for amending zoning regulations within the MPMC to make it plain that data centers are prohibited citywide – even before voter consideration of Measure NDC.

What Each Ordinance Does

Ordinance	Primary Function	When It Operates	Core Legal Rationale
Urgency ordinance (Attachment 1)	Immediately prohibits data centers citywide and amends the Municipal Code accordingly.	Takes effect immediately upon adoption by four-fifths vote.	Immediate preservation of public peace, health, safety, and welfare under Government Code §§ 36934 and 36937(b).
Regular ordinance (Attachment 2)	Permanently prohibits data centers citywide and amends the Municipal Code through the Council's ordinary legislative authority.	Takes effect on the normal schedule for non-urgency ordinances.	Exercises police power and zoning authority to adopt a citywide prohibition directly.
Regular ordinance implementing Measure NDC (Attachment 3)	Implements the voter-adopted General Plan prohibition by conforming the Municipal Code to Measure NDC.	Operates if Measure NDC is approved and local zoning must be harmonized with the amended General Plan.	Elections Code § 9217 and Government Code § 65860 support post-election implementation and General Plan/zoning consistency.

Substantively, all three ordinances make nearly the same code changes. Each declares data centers a public nuisance; adds a citywide prohibition in MPMC § 21.02.170; defines “data center”; creates a narrow allowance for “Associated Data Room or Server Room” as an accessory use; removes “data processing facility” and “data center” from Saturn Park zoning regulations; repeals Saturn Park development-agreement provisions, and deletes “data center” from the Market Place Specific Plan. All are retroactive to June 21, 2023.

Ordinance Implementing Measure NDC

Measure NDC was placed on the June 2, 2026 ballot by Resolution No. 2026-R6. If approved by voters, Measure NDC would amend the General Plan to prohibit data centers citywide and would remain in effect unless changed by the voters. Measure NDC itself contemplates further City Council action. Its text states that, upon voter approval, the Council is authorized and directed to promptly adopt all zoning regulations needed to effectuate the citywide prohibition.

Consequently, this draft ordinance is best understood not as an alternative policy, but as the code-amending ordinance necessary to carry out the voter-approved General Plan amendment if the electorate approves it. Rather than wait until after Measure NDC were to become effective, the proposed ordinance (if adopted by the Council) would become effective concurrently with Measure NDC. This will avoid the need for further noticing and public hearings.

Accessory Server Rooms

A significant feature of all three ordinances is that they do not ban ordinary accessory technology functions that are subordinate to lawful primary land uses. Each ordinance creates an “Associated Data Room or Server Room” land use for enclosed accessory spaces containing servers and related equipment used solely in conjunction with, and incidental to, the primary use on the same site, while prohibiting independent commercial or third-party data processing use.

This distinction matters because it narrows the prohibition to standalone or principal data center uses rather than incidental technology infrastructure within otherwise lawful businesses, offices, institutions, or other uses. As drafted, the policy aim is to prevent large-scale infrastructure-type data center land uses while preserving normal building operations that rely on internal server rooms.

Strategic Plan Goal:

N/A

Fiscal Impact:

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

Attachments:

1. Urgency Ordinance No. XXXX - Citywide prohibition on data centers
2. Ordinance No. XXXX - Adopting a citywide prohibition on data centers
3. Ordinance No. XXXX - Adopting implementing Measure NDC



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.D.

To: The Honorable Mayor and City Council
From: Diana Garcia, Assistant City Manager
Subject: Adoption of 2026-27 City Council Strategic Plan Goals and Objectives and Legislative Platform

Recommendation:

It is recommended that the City Council consider:

1. Adopting the attached 2026-27 Monterey Park City Council Strategic Plan Goals and Objectives,
2. Adopting the attached 2026-27 Monterey Park Legislative Platform; and
3. Taking such additional, related, action that may be desirable.

Executive Summary:

At its March 7, 2026 public meeting, the City Council and City's executive management team met to discuss City Council priorities, strategic plan goals and 12-month objectives for 2026-27. The Strategic Plan goals and objectives enable the City to efficiently move the community forward by focusing on specific objectives during the fiscal year. The City Manager is responsible for assigning these objectives to staff in order to carry out the strategic directions of the City Council.

Additionally, the Assistant City Manager has drafted a legislative platform consistent with Council's stated priorities. Adoption of this platform will allow staff to draft letters of support on behalf of proposed legislation or actions which are in the City's interest, and to draft letters of opposition for bills that would negatively affect the City and its residents. Currently, staff must take these letters to Council for approval during an agenda public meeting, which can take weeks and keep the City from effectively and efficiently advocating on its own behalf. Adoption of the platform allows the Mayor to approve letters on items which are included in this document.

Background:

Strategic planning serves as a method by which the City Council plans and prioritizes its goals in a transparent and accountable manner. The City Council and staff use the Plan's goals to align limited resources with prioritized initiatives, which connect to a broader vision for our community's future. City Council, working alongside the City's executive leadership team, developed and crafted the Goals and Objectives attached to this staff report. Staff will work over the next 12 months to accomplish the objectives identified.

Strategic Plan Goal:

N/A

Fiscal Impact:

There is no fiscal impact associated with the adoption of the Strategic Goals and Objectives and Legislative Platform for 2026-27. Specific objectives may need additional resources to accomplish, which will be budgeted under the responsible department through the budget process.

Attachments:

1. 2026-27 City Council Strategic Plan Goals and Objectives
2. 2026-27 City Council Legislative Platform

ATTACHMENT 1

2026-27 City Council Strategic Plan Goals and Objectives



2026-2027

City Council Strategic Plan Goals & Objectives

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

- A. Strengthen Community Engagement by Implementing Strategic Outreach Initiatives
 - i. Expand Neighborhood Watch Program and host educational workshops.
 - ii. Explore youth engagement opportunities.
- B. Enhance Emergency Preparedness Programs
 - i. Update the City's Emergency Operations Plan.
 - ii. Participate in LA28 Olympic Games Public Safety Planning.
 - iii. Elevate Community Resilience by hosting Community Emergency Response, Disaster Service Worker, Disaster Preparedness, and Brush Fire Awareness Trainings.
- C. Provide Continuous In-Service Training for First Responders
- D. Leverage Technology for Enhanced Safety
 - i. Integrate AI into operations to improve efficiency in transcription, producing reports, and translation capability.
 - ii. Implement equipment and technology upgrades.
- E. Improve Public Safety Training & Recruitment
 - i. Enhance recruitment model to meet the needs of public safety departments.
 - ii. Optimize future recruitment and succession.

2. Maintain Stability of our City's Fiscal and Human Resources

- A. Evaluate and Refine Cost Recovery Strategies to Optimize City Resources
 - i. Complete and implement development impact and building permit fee studies.
 - ii. Transition City to a new bank.
 - iii. Move all staff to Windows 365 to increase storage capacity and enhance functionality of various Microsoft applications.
 - iv. Continue to assist Public Works with water meter upgrades to Advanced Metering Infrastructure.
- B. Continue Pursuing Grants and Funding Opportunities for Key Projects
- C. Expand Strategies to Attract and Retain Employees
 - i. Review and revise employee performance evaluation form.
 - ii. Conduct policy review and revisions.
 - iii. Partner with local colleges to broaden employee development and training and promote city employment opportunities.



2026-2027

City Council Strategic Plan Goals & Objectives

3. Strengthen our Local Economy and Enhance Housing Opportunities

- A. Expand the Monterey Park Business Alliance to Support Local Businesses
 - i. Position local businesses for LA28 Olympics procurement opportunities through the "In the Game MPK" initiative.
 - ii. Host industry sector roundtables to create a direct line of communication to address economic sustainability goals.
- B. Advance Economic Development Initiatives and Support Local Businesses
 - i. Implement the Economic Development Strategic Plan to foster business growth and attract investment.
 - ii. Market City-owned opportunity sites for redevelopment.
 - iii. Deepen collaboration between East Los Angeles College (ELAC) and City through entrepreneurship programs.
- C. Facilitate Housing Development and Affordability
 - i. Enhance expedited plan check review capabilities.
 - ii. Support Accessory Dwelling Unit (ADU) development with standardized prototypes.
 - iii. Revisit the Inclusionary Housing Ordinance (IHO).
 - iv. Streamline entitlement pathways for multifamily residential projects under 25 units by easing DA requirement.
 - v. Modernize project review processes to enhance community awareness and engagement opportunities.
 - vi. Bring City's Housing functions under Community Development Department and launch affordable housing compliance monitoring.

4. Maintain, Build and Modernize Infrastructure and Facilities to Support the Current and Future Needs of Our City and Community

- A. Enhance Water Infrastructure
 - i. Prioritize completion of water bond-funded projects within the three-year bond period.
- B. Maintain and Improve Roadways/Mobility Infrastructure
 - i. Collaborate with Metro to utilize 710 funding and implement transit and mobility improvements.
 - ii. Continue road resurfacing initiatives and develop an alleyway resurfacing plan.
- C. Expand Green Infrastructure



2026-2027

City Council Strategic Plan Goals & Objectives

- i. Install additional EV chargers at public facilities to support sustainable transportation.
- D. Continue Public Facility Improvements
 - i. Continue facility improvements with an emphasis on Fire Station 63.
 - ii. Install themed playground, native plants and mural at Sierra Vista Park.
 - iii. Complete installation of Garvey Ranch Park picnic shelter shade structures.
 - iv. Begin Barnes Park Aquatic Center design process.
 - v. Work with architect to redesign library spaces and identify funding sources for proposed construction projects.
 - vi. Complete January 21, 2023 Memorial project.

5. Expand Access to Community Resources and Services

- A. Enhance Programs and Public Spaces
 - i. Procure bookmobile to facilitate mobile outreach.
 - ii. Introduce Student Success Library Cards to support youth education.
 - iii. Enhance programming at Sierra Vista Park.
 - iv. Install mural at Barnes Park celebrating USA's 250 years of independence.
- B. Implement the Parks Master Plan
 - i. Implement MPK Campout Event.
 - ii. Host Team USA Soccer Watch Party and Youth Soccer clinic.
- C. Strengthen Partnerships
 - i. Begin collaboration with the ELAC Art Department to host student exhibits at El Encanto.

6. Enhance Public Communication and Civic Engagement to Reach All Members of Our Community

- A. Refine and Modernize City Communication Strategies
 - i. Develop emergency and crisis communications protocols.
 - ii. Increase awareness and marketing of City accomplishments.
 - iii. Implement SB 707 requirements and meeting management module.
 - iv. Hire Communications Manager position.
 - v. Conduct November elections.

ATTACHMENT 2

2026-27 City Council Legislative Platform



2026-2027 Legislative Platform

Overview

The 2026-2027 Legislative Platform outlines the City's stance on key legislative issues of importance. The Mayor and Council are kept informed about legislative, funding and policy matters that could significantly affect municipal services. When issues align with the Legislative Platform, City Staff drafts position letters for the Mayor's approval. This allows staff to move quickly on requests for letters without having to agendaize each request individually. If a bill is not covered by the platform, further direction from the Council is required.

Letters of Support or Opposition

Position letters consistent with the adopted platform can be signed by the Mayor. Staff will provide City Council members with copies of all letters.

The Mayor and City Council may collaborate with their partner organizations on legislative or funding matters. However, on occasion, the City may not support a position taken by a partner. In these instances, City staff will use the principles and values outlined in this Legislative Platform to guide the City's position.

Letters may indicate the City Council's support, opposition, or support with amendment, in alignment with the adopted priorities.

2026-2027 Priorities

- Local Decision Making and Control
- Sustainability and Clean Energy
- Grants and Funding Opportunities
- Homelessness
- Housing Opportunities
- Preparation and Support for 2028 Olympic Games



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.E.

To: The Honorable Mayor and City Council

From: Jason Hing, Fire Chief
Michelle Marquez, Principal Management Analyst

Subject: Adopting a resolution authorizing the City Manager, or designee to apply for, receive, and appropriate grant funds for the Next Generation Warning System Grant Program

Recommendation:

It is recommended that the City Council consider:

1. Adopting a Resolution authorizing the City Manager, or designee, to submit an application to the California Governor's Office of Emergency Services for the Next Generation Warning System Grant Program, execute all grant documents, and accept and administer any awarded grant funds; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The California Governor's Office of Emergency Services (Cal OES) is soliciting applications for the Next Generation Warning System (NGWS) Grant Program. This program provides funding to support advanced alert and warning capabilities that improve public safety and emergency communication systems.

It is recommended that the City Council adopt a Resolution authorizing the City Manager, or designee, to submit an application, execute all necessary grant documents, and accept and administer any awarded funds up to the maximum grant award of \$238,490.

Background:

The purpose of the NGWS Grant Program is to enhance public safety in California by implementing alert and warning solutions that deliver timely emergency information to the public and help protect critical infrastructure. The program supports the development of reliable, resilient, and coordinated communication systems.

The City is eligible to apply as a designated Federal Emergency Management Agency (FEMA) alerting authority. Staff has coordinated with the City's grant consultant to review allowable project activities and prepare a compliant application for submittal to Cal OES.

Strategic Plan Goal:

This project supports the City's Strategic Plan by advancing the following goals:

1. Enhance Public Safety and Emergency Preparedness - Strengthens the City's ability to deliver timely, accurate, and accessible emergency notifications to residents and businesses.
2. Promote Community Engagement and Trust - Improves communication with the public before, during, and after emergencies, fostering transparency and community confidence in City services.

Fiscal Impact:

If awarded, adoption of the Resolution will authorize the City Manager, or designee, to accept and administer grant funds from Cal OES. The grant does not require a local cash match and will not impact the City's General Fund.

Attachments:

1. Resolution NGWS Grant Program

ATTACHMENT 1

Resolution

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY MANAGER, OR
DESIGNEE, TO APPLY FOR, RECEIVE, ACCEPT, AND ADMINISTER
GRANT FUNDS FOR THE NEXT GENERATION WARNING SYSTEM
GRANT PROGRAM**

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

SECTION 1: The City Council finds as follows:

- A. The City will submit an application to the California Governor's Office of Emergency Services' (Cal OES) Next Generation Warning System Grant Program providing support to advanced alert and warning capabilities that improve public safety and emergency communications systems.
- B. The program description includes funding to support advanced alert and warning capabilities that improve public safety and emergency communications systems.
- C. The City will submit an application on or around May 22, 2026. If the grant is awarded, the City Council believes that it is in the public interest to accept the grant monies for the City of Monterey Park, up to the amount of the grant award. The maximum amount is \$238,490.

SECTION 2: The City Manager, or designee, is authorized to apply for a grant from Cal OES to be used for eligible grant-funded purposes, including, without limitation, the purchase of hardware, software, contractual services, and other items approved by Cal OES.

SECTION 3: The City Manager, or designee, is authorized to execute any required documents to receive and administer the grant purposes set forth herein.

SECTION 4: The City Manager, or designee, is authorized to accept, appropriate, and amend the City's budget to the extent needed to accept and allocate the grant funds identified in this Resolution for the purposes identified herein.

SECTION 5: *Severability.* If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or application and, to this end, the provisions of this Resolution are severable.

SECTION 6: *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 7: *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 8: *Effective Date*. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

(Mayor signature and attestation must be on the same page.)

PASSED AND ADOPTED this ____ day of _____, 2026.

, Mayor

Attest:

, City Clerk

Approved as to Form:

Karl H. Berger, City Attorney



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.F.

To: The Honorable Mayor and City Council
From: Cindy Trang, Deputy City Clerk
Diana Garcia, Assistant City Manager
Subject: Procedural Rules for Conducting Legislative Meetings

Recommendation:

It is recommended that the City Council consider:

1. Receiving and filing Resolution No. 2026-R23 establishing Procedural Rules for conducting legislative meetings; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

On April 15, 2026, City Council adopted Resolution No. 2026-R23 revising the Rules of Procedure governing all meetings held by legislative bodies and providing guidelines for standard time for public comments.

Among other changes, key updates include the integration of policies addressing remote public participation, accessibility requirements, and protocols for handling disruptions during meetings as mandated by Senate Bill 707. The City Council also determined that “just cause” teleconferencing will not be permitted for the legislative body, reinforcing expectations for in-person participation except where otherwise authorized.

Additional guidance was established regarding public comment procedures. Speaker time limits were outlined to ensure equitable participation, and individuals wishing to speak must register within 15 minutes after the meeting begins. Written communications submitted to the body will be accepted and entered into the official record; however, they will not be read aloud during the meeting.

These revisions are intended to promote efficiency, transparency, and consistent application of meeting procedures.

Background:

N/A

Strategic Plan Goal:

N/A

Fiscal Impact:

None

Attachments:

1. 2026-R23 Legislative Meetings SB 707

ATTACHMENT 1

Resolution No. 2026-R23

RESOLUTION NO. 2026-R23

**A RESOLUTION ESTABLISHING PROCEDURAL RULES FOR
CONDUCTING LEGISLATIVE MEETINGS WITHIN THE CITY OF
MONTEREY PARK**

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

SECTION 1: Adoption of Rules. The City Council adopts the attached Rules of Procedure, which are incorporated by reference, for conducting meetings of all legislative bodies within the City of Monterey Park. These Rules become effective upon adoption and remain effective unless amended, repealed, or superseded. These Rules are intended to comply with the Ralph M. Brown Act, Government Code §§ 54950 through 54963, and other applicable law. To the extent of any conflict, applicable law controls.

SECTION 2: Supersession. This Resolution supersedes all previous resolutions, policies, exhibits, protocols, and procedural rules addressing the conduct of City Council meetings to the extent they conflict with or duplicate these Rules. Any prior provisions inconsistent with these Rules are repealed and of no further force or effect.

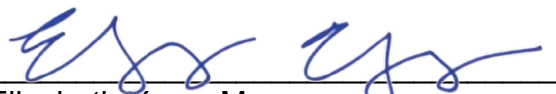
SECTION 3: Severability. If any part of this Resolution or its application is held invalid, the remainder will remain in full force and effect.

SECTION 4: Electronic Signatures and Recordation. This Resolution may be executed with electronic signatures consistent with Government Code section 16.5. The Mayor, or presiding officer, is authorized to sign this Resolution, and the City Clerk, or duly authorized deputy, may attest to it.

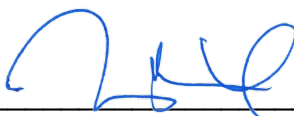
SECTION 5: Recordation. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or her duly appointed deputy, may attest thereto.

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

PASSED AND ADOPTED this 15th day of April, 2026.


Elizabeth Yang, Mayor

Attest:


Maychelle Yee, City Clerk

Approved as to Form:


Karl H. Berger, City Attorney

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

I, Maychelle Yee, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 2026-R23 was duly and regularly adopted by the City Council of the City of Monterey Park at a regular meeting held on the 15th day of April, 2026, by the following vote:

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

Dated this 15th day of April, 2026.



Maychelle Yee, City Clerk
Monterey Park, California



Monterey Park

MEETING RULES OF PROCEDURE

(Resolution No. 26-xx, adopted April 15, 2026)

1. Authority and Purpose

1.1 Authority

These Rules govern the conduct of all meetings of legislative bodies within the City of Monterey Park. For subordinate legislative bodies, the duties assigned to the Mayor and Vice-Mayor by these Rules apply to the presiding officer.

1.2 Purpose

These Rules are adopted to facilitate orderly, efficient, fair, and legally compliant meetings, to preserve public participation, and to provide clear procedures for the conduct of City Council business.

1.3 Governing Law

All meetings will be conducted in accordance with applicable provisions of the Government Code (i.e., the Brown Act), the Monterey Park Municipal Code, and these Rules. Any procedural issue not expressly addressed in these Rules may be determined by the Mayor, subject to appeal to the City Council and applicable law.

1.4 Procedural Nature of Rules

These Rules are procedural only. Failure to strictly follow a procedural provision does not invalidate an action that otherwise complies with applicable law.

2. Meetings

2.1 Public Meetings

All meetings of the City Council, except closed sessions authorized by law, are open to the public.

2.2 Quorum

Three members of the City Council constitute a quorum. If less than a quorum is present, the City Clerk will record the members in attendance in the meeting minutes.



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and the meeting may be adjourned to a later time. If no members are present, the City Clerk may adjourn the meeting pursuant to Government Code § 54955.

2.3 Presiding Officer

The Mayor presides at all meetings when present. In the Mayor's absence, the Vice Mayor presides. In the absence of both, the Councilmembers present may select a temporary presiding officer by majority vote.

2.4 Call to Order

The Mayor or Vice Mayor will call the meeting to order at the time stated in the notice and agenda. If both are absent, the City Clerk will call the meeting to order for the purpose of selecting a temporary presiding officer.

2.5 Attendance of Officers

The City Manager, City Attorney, and City Clerk, or their designees when authorized, should attend all meetings. The City Manager may participate in discussion but may not vote. The City Attorney may provide legal advice and serve as parliamentarian. The City Clerk maintains the official record.

2.6 Minutes

The City Clerk will record the public proceedings of the City Council in the official minutes, which become public record after Council approval. Unless a majority of the quorum requests otherwise, minutes may be approved without being read aloud.

3. Agenda and Order of Business

3.1 Agenda Preparation

The agenda will be prepared in accordance with procedures directed by the City Manager and applicable law.

3.2 Action Limited to Posted Agenda

The City Council may act only on items appearing on the posted agenda except as otherwise permitted by Government Code § 54954.2 or other applicable law.

3.3 Consent Calendar



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Consent Calendar items are routine matters that the City Manager believes generally do not require separate discussion. Any Councilmember may remove an item for separate consideration, and an item may also be removed upon receipt of a written request for public comment on that item.

3.4 City Communications

Items of interest not listed elsewhere on the agenda, including conference or meeting reports, may be discussed under City Communications, but no action may be taken other than to receive the information or refer the matter to staff.

3.5 Future Agenda Items

The agenda may include a "Future Agenda Items" section during which a Councilmember may make a non-debatable motion to place an item on a future agenda. Placement requires a majority vote. The City Manager retains discretion regarding scheduling unless otherwise directed by the City Council.

3.6 Document Preparation

Unless otherwise directed by the City Council or City Manager, documents to be placed on the agenda should be approved as to form and legality by the City Attorney or designee before presentation to the City Council.

4. Public Participation and Decorum

4.1 Public Right to Address the Council

Any person may address the City Council during public comment, during a public hearing, or with the consent of a majority of the quorum, subject to these Rules and applicable law.

4.2 Scope of Comment

For regular meetings, members of the public may address the City Council on matters within the Council's subject-matter jurisdiction during the public comment portion of the agenda. For special meetings, public comment may be limited to matters listed on the agenda as permitted by Government Code § 54954.3(a). Written comments must be received by the City Clerk at least 24 hours before a scheduled meeting to be considered by the City Council. Written comments will not be verbally read into the record.

4.3 Speaker Procedures



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Persons addressing the City Council must provide any information reasonably requested by the City Clerk for the record, speak from the podium or approved remote platform, and state their name and address for the record unless not required by law. Remarks must be directed to the City Council as a body, not to individual Councilmembers or staff. No question may be asked of Councilmembers or City staff except through the presiding officer.

4.4 Time Limits

Unless a different rule applies to a public hearing or the presiding officer changes the limits as allowed by law, each speaker must follow the time limits in this Rule 4.4 for public comment and other agenda items. To avoid unnecessary repetition, the presiding officer may ask a group to choose one spokesperson and may reasonably limit repetitive comments.

The City Council must balance giving each speaker enough time with the need to hear everyone and finish the meeting on time. As a general guideline, the City Council will use these limits based on the number of speakers signed up:

- 5 or fewer speakers: 5 minutes each.
- 6–20 speakers: 3 minutes each.
- 21–40 speakers: 2 minutes each.
- 41 or more speakers: 1 minute each.

The Mayor or City Council may change these time limits under this Policy, but the same limit must apply to all speakers. Public comment time is non-transferable: speakers must not give their time to someone else or use time that another speaker did not use.

These time limits apply to all agenda items taken at the beginning of the meeting, except public hearings. Public hearings will use the same method for each item unless another law or a City Council decision sets different rules.

People who want to speak must register within 15 minutes after the meeting begins.

4.5 Decorum and Disruption

All participants must conduct themselves in a manner that permits the orderly transaction of business. Disruptive conduct, including conduct that disturbs, disrupts, or impedes the meeting, is prohibited. A person who engages in disruptive conduct may be



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removed from the meeting and excluded for the remainder of that meeting unless the City Council permits continued participation by majority vote.

4.6 Recognition to Speak

Councilmembers wishing to speak must first be recognized by the presiding officer and, except during City Communications or as otherwise permitted, should limit remarks to the item under consideration.

4.7 Rules of Debate and Courtesy

Debate should address the pending matter and not personalities. The presiding officer may enforce decorum, maintain order, and ensure that speakers stay on topic, while preserving fair opportunity for Council and public participation.

4.7.1 Interruptions for Privilege or Order

As a limited exception to the general rule against interrupting a speaker, a Councilmember may raise a point of privilege, point of order, or appeal the ruling of the chair when necessary to protect the orderly conduct of the meeting. The presiding officer will rule on the point or process the appeal under Section 9.1.

4.7.2 Public Information During Proceedings

To support meaningful participation, the presiding officer should, when practicable, tell the public what the Council will be doing, keep the public informed while the Council is doing it, and announce what action the Council has taken after the vote or other disposition of the item.

5. Remote Access and Technology Procedures

5.1 Recording and Virtual Meeting Notice

When meetings are conducted with remote public access, the meeting may be recorded, including public comment. Audience screen names or displayed telephone numbers may be visible as part of the recording. Unless a person is called to provide public comment, participant audio may be muted and video may be disabled. Closed sessions, if any, will not be recorded.

5.2 Methods of Remote Public Comment



Monterey Park

When remote participation is offered, public comment may be submitted in writing before the meeting in the manner designated by the City Clerk, through the platform's recognition feature during the meeting, or by telephone using the access procedures identified on the agenda or meeting notice. To the extent practicable, the City Clerk may also accept written communications during the meeting before the close of public comment to the extent feasible under the procedures stated on the agenda.

5.3 Remote Meeting Decorum

Anonymous attendance may be permitted for audience members, but anonymous participants need not be recognized for public comment. Participants using names that violate community standards, attempting to rename themselves contrary to host controls, or attempting to bypass host controls may be denied entry to, removed from, or blocked from the meeting platform.

5.4 Disruption of Telephonic or Internet Service

If telephonic or internet service is disrupted so that the public cannot observe or attend through the authorized two-way telephonic or audiovisual platform, the City Council will recess open session for at least one hour and make a good faith effort to restore service. During the recess, the City Council may meet in closed session as permitted by law. The City Council will not reconvene open session until at least one hour has passed or service has been restored, whichever occurs first. If service has not been restored when open session reconvenes, the City Council may continue only after adopting, by roll call vote, findings that good faith efforts were made to restore service and that the public interest in continuing the meeting outweighs the public interest in remote access.

6. Motions, Debate, and Voting

6.1 Making Motions

Council action is ordinarily taken by motion. A Councilmember must be recognized before making a motion. The presiding officer will state the motion before a vote and announce the result. A roll call vote must be taken upon request of any Councilmember.

6.2 Seconding Motions

A motion may be debated after it is made. During debate, any Councilmember may call for a second. If no second is forthcoming, the motion fails for lack of a second.

6.3 Debate on Motions



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After a motion is made and seconded, Councilmembers may debate the motion subject to the direction of the presiding officer and these Rules. The Mayor retains the rights of a Councilmember and may move, second, and debate while serving as presiding officer.

6.3.1 Agenda Item Discussion Sequence

Unless a different sequence is required by law, the presiding officer may conduct each agenda item in the following order: announcement of the item; staff or presenter report and recommendation; Council clarifying questions; public comment or public hearing testimony as applicable; motion and second; Council debate; vote; and announcement of the result. The presiding officer may vary this sequence for good cause, for efficiency, or to comply with applicable law.

6.3.2 Chair's Participation in Debate

To promote orderly and impartial meeting management, the presiding officer should ordinarily speak after other Councilmembers have had an opportunity to address the pending matter and should avoid making or seconding motions unless necessary to facilitate Council action. This provision is directory only and does not limit the full participatory rights of the Mayor or other presiding officer recognized elsewhere in these Rules.

6.3.3 Amendments and Substitute Motions

A pending main motion may be modified by a motion to amend. A substitute motion may be used to propose a different disposition of the matter. The presiding officer will determine whether a proposed motion is properly treated as an amendment or a substitute motion, subject to appeal under Section 9.1.

6.3.4 Priority of Motions

When multiple motions are pending, the Council should ordinarily consider the most recently made motion first, including a substitute motion before an amendment and an amendment before the main motion, unless applicable law or these Rules require otherwise. No more than three motions should be pending at the same time unless the presiding officer determines additional procedural flexibility is necessary and no Councilmember objects.

6.3.5 Motions Not Ordinarily Debatable

The following motions are not ordinarily debatable and will be put to a vote promptly after a second, subject to applicable law and any controlling provision



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of these Rules: motion to adjourn; motion to recess; motion to fix the time to adjourn; motion to table; and motion to limit debate.

6.3.6 Supermajority Motions

A two-thirds vote is required for a motion to limit debate, a motion to object to consideration of an item, and a motion to suspend the rules, unless these Rules or applicable law prescribe a different standard. Nothing in this section alters any lower or higher vote threshold expressly established elsewhere in these Rules for substantive City action.

6.3.7 Withdrawal of Motion

Before voting begins, the maker of a motion may request to withdraw it. If the motion has not yet been seconded, the withdrawal is effective upon request. If the motion has been seconded or has become the subject of Council debate, the presiding officer may recognize the seconder or another Councilmember to renew the motion or may allow withdrawal unless a Councilmember objects.

6.3.8 Orders of the Day

A Councilmember may call for the orders of the day to require return to the posted agenda or the pending agenda item. If the presiding officer determines that the meeting has deviated from the agenda or pending item, the presiding officer will direct the body back to the proper order of business, subject to appeal under Section 9.1.

6.4 Order of Voting and Result

Unless a different vote is required by law, a majority of a quorum is required to transact business. The presiding officer will announce whether the motion passed or failed. Tie votes are governed by Section 6.8 and other applicable provisions of these Rules.

6.5 Votes Required for Certain Substantive Matters

Except where two Councilmembers are recused because of a legal conflict, three affirmative votes of the Council are required to approve General Plan amendments, amendments to the MPMC, zone changes, variances, conditional use permits, rezoning for annexations, subdivision maps, and parcel maps. If approval of such a substantive matter fails because three affirmative votes are not obtained, the matter will automatically be continued to the next regular City Council meeting. If the matter is neither approved nor denied at that next regular meeting, it is deemed denied unless



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the applicant requests an additional vote at the next regular meeting. No appeal fee will be charged for an appeal required because of a tie vote or the lack of sufficient affirmative votes where the matter is not subsequently denied.

6.6 Failure to Vote and Abstentions

A Councilmember should vote unless disqualified by a legal conflict of interest. A Councilmember abstaining due to a legal conflict of interest is not counted as part of the quorum and is not deemed to vote. A Councilmember abstaining for reasons other than a legal conflict remains counted for purposes of quorum.

6.7 Silence During Voice Vote

During a collective vote of ayes and nays, silence of any Councilmember denotes an affirmative vote unless a different voting method is used or a Councilmember states an abstention or disqualification.

6.8 Tie Votes

If a tie vote occurs when a Councilmember is absent, the item will be automatically continued once to the next regular meeting. If a tie vote results from a Councilmember's abstention, the motion is lost, except that a tie vote on an appeal is deemed to deny the appeal.

6.9 Changing a Vote

A Councilmember may change a vote only immediately after the vote is announced and before the next agenda item is called.

6.10 Reconsideration

A motion to reconsider may be made before adjournment of the meeting at which the original action was taken. It may be made by a Councilmember on the prevailing side or, in the case of a lost motion, by any Councilmember; it may be seconded by any Councilmember. The motion is debatable and takes precedence over a pending motion. If the action to be reconsidered involves a public hearing item, the item must be re-noticed if reconsideration passes unless it is clearly established that all interested members of the public are still present.

7. Public Hearing Procedures

7.1 Opening the Hearing



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For a public hearing, the Mayor announces the subject, confirms with the City Clerk that notice was properly given, opens the hearing, and calls for disclosure of conflicts and ex parte contacts if applicable.

7.2 Staff and Written Materials

The staff report and other written materials in the agenda packet are received and filed. Additional written materials may also be received and filed. Staff may present an oral report and respond to Councilmember questions.

7.3 Public Testimony

The purpose of public testimony is to provide an opportunity for interested persons to support or oppose the matter under consideration. The presiding officer may instruct speakers regarding required speaker forms, use of the podium or remote access tools, identification for the record, applicable time limits, and avoidance of repetition. The applicant or representative normally speaks first and may be allotted up to ten minutes, including rebuttal time.

7.4 Council Deliberation

After public testimony concludes, the City Council may ask clarifying questions, deliberate, and consider motions.

7.5 Action on Public Hearing Items

The City Council may continue an open public hearing, vote on the item, adopt amendments, allow further public comment when appropriate, or close the hearing and continue the matter for later decision. Continuing an open public hearing to a specific date does not require additional notice.

8. Evidence and Record

8.1 Documentary and Oral Evidence

Documentary evidence, exhibits, written communications, and staff reports relied upon by the City Council must be made part of the record. Oral evidence may be taken under oath or affirmation if requested by the City Council. The Mayor or City Clerk may administer the oath.

8.2 Communications and Petitions



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Communications and petitions may be read aloud in full or in summary, and a full reading must be provided if requested by a majority of the Council. Such materials may be received into evidence at the Council's discretion.

8.3 Displays and Maps

Large maps and displays used at a hearing should be displayed in full view of the Council and, when practicable, included in the record or reduced to an authentic smaller format for the record.

8.4 Admissibility

A public hearing need not follow formal rules of evidence. Relevant evidence of a type on which reasonable persons rely may be accepted, while irrelevant or unduly repetitious evidence may be excluded.

9. Appeals, Privilege, and Continuances

9.1 Appeals of Rulings

Any ruling of the presiding officer may be appealed by a Councilmember. The presiding officer must call for a roll call vote on whether the ruling will be upheld.

9.2 Personal Privilege and Protest

A Councilmember may address the Council on a question of personal privilege when the Councilmember's integrity, character, motives, or the welfare of the Council is at issue, but may not interrupt a speaker until recognized. Any Councilmember may enter into the public record reasons for dissent or protest against a motion carried by the majority.

9.3 Continuances

Upon request of a Councilmember and by majority vote, an item not subject to a deadline may be continued to an agreed meeting date. Any interested person may also request a continuance, which the City Council may grant by majority vote.

10. Adjournment, Amendment, and Ceremonial Items

10.1 Adjournment Time

At 11:00 p.m., if the business of the meeting has not concluded, the Mayor will poll the Councilmembers. Upon majority vote, the meeting may be extended for up to one



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additional hour, and thereafter may be extended in one-hour increments by majority vote.

10.2 Amendment or Suspension of Rules

The City Council may amend or suspend these Rules at any time by majority vote, subject to applicable law. Failure to comply with these Rules does not affect any action taken by the City Council in accordance with applicable law.

10.3 Certificates and Proclamations

Presentation of certificates and proclamations remains honorary and ceremonial. The Mayor or presiding officer conducts presentations concerning City-sponsored events and proclamations. Certificates and proclamations presented at regular meetings should include the signatures required by Council policy, and requests should be submitted sufficiently in advance to permit preparation.



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.G.

To: The Honorable Mayor and City Council

From: Timothy Hou, Director of Community Development

Subject: Annual Review of Development Agreement No. DA-21-01 (Ordinance No. 2211) Between the City of Monterey Park and Center Int'l Investments, Inc. for the Property Located at 1688 West Garvey Avenue (APN 5254-002-031) pursuant to Government Code § 65865.1; Finding of Non-Compliance; Recommended Rescission of Development Agreement and Repeal of Goodviews Specific Plan (ZC-21-01)

Recommendation:

It is recommended that the City Council consider:

1. Find, pursuant to Government Code § 65865.1, that Center Int'l Investments, Inc. ("CII") failed to demonstrate good-faith compliance with the terms and conditions of Development Agreement No. DA-21-01 and is in default thereof;
2. Direct the City Manager and City Attorney to initiate proceedings to rescind and terminate Development Agreement No. DA-21-01 in accordance with Government Code § 65868 and Section 12 of the Development Agreement;
3. Direct the City Manager and City Attorney to initiate proceedings to repeal the 1688 West Garvey Avenue Specific Plan (ZC-21-01), also known as the Goodviews Specific Plan, including any necessary zone change to restore prior zoning designations; and
4. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The actions recommended herein—finding CII in non-compliance, rescinding the Development Agreement, and repealing the Goodviews Specific Plan—are exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines § 15061(b)(3). It can be determined with certainty that the recommended actions would have no significant effect on the environment, as they involve the termination of existing land use entitlements and do not propose or approve any new development.

Executive Summary:

On December 3, 2025, Linda Lee of Kidder Matthews, a regional commercial real estate

brokerage firm, presented a marketing program for the 1688 West Garvey Avenue property to the City Council. The City engaged Ms. Lee to identify the highest and best use for the site, determine its maximum potential value, and recommend strategies to maximize the property's marketability.

The key findings and recommendations from the presentation are as follows:

- The property comprises slightly over six acres on a moderate-to-steep slope approximately 150 feet above the intersection of Garvey Avenue and Abajo Drive. Due to the site's physical constraints—including the absence of direct freeway access or visibility and its lack of pedestrian connectivity—non-residential uses such as office, retail, and industrial were deemed infeasible. Accordingly, the highest and best use was determined to be residential.
- Under the current Goodviews Specific Plan, which Council adopted by Ordinance No. 2210 (Attachment 1), development is limited to 16 single-family residences. However, if the property were rezoned to R-3 (High Density Residential)—its designation prior to adoption of the Specific Plan—the maximum theoretical yield could reach approximately 186 units. This increased density would significantly broaden the potential buyer pool and maximize the sale price. The consultant recommended removing the Specific Plan overlay and marketing the property as a multifamily R-3 development opportunity to attract a wider range of developers and maximize competitive bidding.

The City's ownership of the Property and the sales and marketing strategy described above both support and necessitate the rescission of Development Agreement No. DA-21-01 ("Development Agreement" – Attachment 2) between the City of Monterey Park ("City") and Center Int'l Investments, Inc. ("CII"), pertaining to the property located at 1688 West Garvey Avenue (APN 5254-002-031) (the "Property") and repeal of the Goodviews Specific Plan for the following reasons:

- First, the Development Agreement was entered into with CII as the developer, and CII has wholly failed to perform any of its obligations thereunder. Moreover, CII no longer owns the Property.
- Second, the Goodviews Specific Plan was adopted as part of the entitlements for CII's proposed 16-home development, which was never commenced. The Specific Plan constrains the City's ability to maximize the Property's value by limiting development to 16 single-family homes, whereas R-3 zoning permits significantly higher density and greater economic return.
- Third, removing the Specific Plan and restoring R-3 zoning would align the property's land use designation with the surrounding multifamily residential character to the north.
- Fourth, the marketing strategy presented on December 3, 2025, was developed at the direction of the City Council and reflects the City's intent to sell the property in a manner that maximizes the potential return to offset the substantial abatement costs it has incurred.

This staff report initiates the process for terminating the Development Agreement and repealing the Specific Plan. It is submitted pursuant to Government Code § 65865.1, which requires the City to conduct an annual review of development agreements to determine whether the developer has demonstrated good-faith compliance with their terms and conditions. This report constitutes the annual review of the Development Agreement pertaining to the property located at 1688 West Garvey Avenue.

Background:

On June 16, 2021, the City Council held a public hearing on CII's application for a suite of project entitlements for 1688 West Garvey Avenue. The entitlements included certification of the Final Environmental Impact Report, a Zone Change (ZC-21-01) from R-3 (High Density Residential) to the 1688 West Garvey Avenue Specific Plan (SP-21-01), a Vesting Tentative Map (VTM-21-01) for an 18-lot subdivision (16 residential lots, one open space lot, and a private access road lot), and Development Agreement No. DA-21-01. On July 7, 2021, the City Council adopted Ordinance No. 2211 approving the Development Agreement, which was recorded with the Los Angeles County Recorder's Office as Instrument No. 20211285226 on August 23, 2021.

The Development Agreement, entered into pursuant to Government Code §§ 65864 through 65869.5, required CII to develop the approximately 6.21-acre Project Site as a gated residential community of 16 single-family lots in accordance with the Goodviews Specific Plan.

Notably, the Development Agreement identified abatement of a public nuisance—specifically the geologically unstable hillsides at the Project Site—as a central public benefit underlying the City's approval. Additional public benefits included development of a topographically challenged remnant site south of West Garvey Avenue, a land use with low impacts on existing infrastructure, and improvement of the public right-of-way on West Garvey Avenue adjacent to the site.

CII's failure to comply with the Development Agreement was not an isolated event but rather the continuation of a longstanding pattern of non-performance. This history is summarized below:

Settlement Agreement Background. Before the Development Agreement, on April 25, 2017, the parties executed a Settlement Agreement and Mutual Release resolving a civil nuisance abatement action captioned *The People of the State of California, ex rel., Mark D. Hensley, City Attorney for the City of Monterey Park v. Center Int'l Investments, Inc., et al.* (LASC Case No. BC605788), filed December 31, 2015. The Settlement Agreement, as subsequently amended, obligated CII to construct and maintain erosion control measures and stabilize the Project Site, and further provided that the City, on behalf of the People, could enter the Property to remediate nuisance conditions upon CII's failure to timely perform, at CII's sole cost.

Failure to Obtain Grading Permits and Hillside Stabilization. Although the Development Agreement required CII to implement hillside stabilization within specified deadlines, CII failed to even obtain a grading permit to commence work.

Notices of Breach and Default. On August 25, 2021, the City Manager served CII with a

written Notice of Breach and Opportunity to Cure, providing a five-day window to cure its failure to commence substantial progress toward hillside stabilization, with all required documents to be filed and a grading permit issued no later than August 31, 2021. CII failed to cure within this period. On October 13, 2021, the City Manager served CII with a written Notice of Default of the Settlement Agreement, detailing CII's comprehensive failures, including the failure to remediate the Property nuisance and the failure to defend and indemnify the City in the third-party litigation captioned *Save Our Slopes v. City of Monterey Park, et al.*.

Failure to Defend and Indemnify. Section 19 of the Development Agreement requires CII to indemnify and hold the City harmless from claims, costs, and liability arising from the City's approval of the Development Agreement. CII was also obligated to cooperate in defending legal challenges. Despite the City Attorney's tender of defense in the *Save Our Slopes* litigation on July 20, 2021, and multiple follow-up demands through September 2021, CII refused to accept the defense tender and failed to fulfill its indemnification obligations.

Legislative Subpoena Proceedings. On May 4, 2022, the City Council adopted Resolution No. 2022-R29, authorizing the City Clerk to issue subpoenas for legislative fact-finding related to Development Agreement No. DA-21-01. The Resolution was adopted upon the City Council's finding that CII had failed to commence hillside stabilization as required by the Development Agreement and that it may be in the public interest to terminate the agreement.

Following CII's failure to abate the public nuisance, the City Council adopted Resolution No. 12255 on June 16, 2021, declaring an emergency based on the imminent threat to public health and safety posed by conditions at the Property and authorizing immediate action. The City subsequently authorized direct abatement through additional emergency resolutions. This abatement program is identified as the Goodviews Abatement Project ("GAP").

The City incurred approximately \$16 million in GAP-related costs. These costs were imposed on CII through a series of nuisance abatement liens recorded against the Property. CII has made no payments toward these costs, and the total amount remains unpaid, accruing interest at 10% per annum.

As part of the amended Settlement Agreement, CII pledged commercial property located at 2537–2543 Lee Ave., South El Monte, CA 91733 (APN 5281012011, 5281012012) as a performance deed of trust to compensate the City in the event it was required to directly abate the Property. Following CII's failure to reimburse abatement costs, the City Attorney's Office initiated a non-judicial foreclosure sale of the Lee Avenue property. A trustee foreclosure auction was held on April 2, 2025 (the property was appraised at \$2,350,000 in 2022), plus the trustee's fees. The property did not sell at auction, and by operation of law, title transferred to the City. On April 16, 2025, the City Council authorized the City Manager to accept fee simple title to the Lee Avenue property as partial satisfaction of CII's outstanding debt. The Property is currently in escrow to be sold.

Compliance Review Findings:

Government Code § 65865.1 requires the City to periodically review the Development Agreement—at least once every twelve months—to determine whether the developer has demonstrated good-faith compliance with its terms and conditions. Section 5 of the Development Agreement mirrors this requirement, obligating the City to review the Developer's compliance at least once every 12-month period from the Effective Date. During each annual

review, the Developer must demonstrate good-faith compliance and furnish reasonable evidence thereof. Based on the record before the City Council, it is plain that CII failed to demonstrate good-faith compliance with the Development Agreement. The specific findings are as follows:

1. Failure to Implement Plan B (Hillside Stabilization). Section 2.04 of the Development Agreement requires CII to implement hillside stabilization. CII failed to take such action and failed to obtain the grading permits necessary to do so, despite repeated demands and extensions from the City.
2. Failure to Abate the Public Nuisance. Section 5(D) of Ordinance No. 2211 identifies abatement of the geologically unstable hillsides as a public benefit of the Development Agreement. Section 6.01 of the Development Agreement requires CII to comply with the applicable provisions of the Development Approvals and perform certain obligations, including without limitation the reclamation of the sidewalk adjacent to the exterior perimeter of the Project Site along Garvey Avenue. CII failed to perform any of these obligations.
3. Failure to Comply with Mitigation Measures. Section 6.02 of the Development Agreement requires CII to comply with the Mitigation Measure and Reporting Plan, with failure to comply constituting a material breach. CII took no action toward compliance with the MMRP.
4. Failure to Cooperate and Provide Required Documentation. Section 6.05 of the Development Agreement requires CII to timely provide the City with all documents, applications, plans, and other information necessary for the City to carry out its obligations. CII repeatedly failed to do so, including failing to submit timely and complete grading permit applications.
5. Failure to Obtain Other Governmental Permits. Section 6.06 of the Development Agreement requires CII to timely apply for permits and approvals from other governmental agencies as required. CII failed to comply with this obligation.
6. Failure to Defend and Indemnify the City. Sections 18 and 19 of the Development Agreement require CII to hold the City harmless and indemnify the City from claims arising from the project. CII refused to accept the City's defense tender in the Save Our Slopes litigation and failed to indemnify the City.
7. Failure to Reimburse Abatement Costs. CII has failed to reimburse the City for any portion of the GAP costs, despite multiple demands and the imposition of nuisance abatement liens.
8. Failure to Furnish Evidence of Good-Faith Compliance. Section 5.05 of the Development Agreement requires CII to furnish reasonable evidence and adequate documentation of good-faith compliance. CII has furnished no such evidence.

AUTHORITY FOR TERMINATION UNDER DEVELOPMENT AGREEMENT LAW

Beyond the City's authority to terminate the Development Agreement based on CII's non-compliance, the City has a separate and independent basis for rescission. Because the City now owns the Property, it has succeeded to CII's position as the developer. The City therefore holds both sides of the agreement and can consent to its cancellation on behalf of both parties.

The Development Agreement Statute. The Development Agreement Law (Government Code §§ 65864–65869.5) governs how cities and developers enter into, amend, and terminate

development agreements. Under Government Code § 65868, a development agreement may be “amended, or canceled in whole or in part, by mutual consent of the parties to the agreement or their successors in interest.” Outside of a noncompliance finding, mutual consent is the only mechanism for cancellation.

The Agreement Binds Successors in Interest. Under Government Code § 65868.5, once a development agreement is recorded, its obligations and benefits bind all successors in interest to the original parties. When property subject to a development agreement changes hands, the new owner inherits both the burdens and benefits of the agreement. The statute treats the new property owner as standing in the place of the original developer for all purposes.

The City Is CII’s Successor in Interest. The City acquired title to the Property at 1688 West Garvey Avenue through the nuisance abatement lien and foreclosure process described above. As the current owner of the Property that is the subject of the Development Agreement, the City is CII’s successor in interest. The recorded Development Agreement’s burdens and benefits run with the land, and the City has succeeded to CII’s position as both developer and property owner.

The City Can Terminate the Agreement by Mutual Consent. Because the City now holds both sides of the Development Agreement—as the public agency that originally approved it and as the successor to the developer—it can consent to cancellation on behalf of both parties. The law requires mutual consent but does not require that the consenting parties be separate entities. Where one entity holds both interests, it can satisfy the mutual consent requirement independently.

This outcome is also supported by the merger doctrine. Under California law, when a single party acquires both sides of a property-based right, the lesser interest can merge into the greater one and effectively extinguish. Although this principle is most commonly applied to easements, the same logic extends to development agreements: an agreement that runs with the land becomes functionally moot when the same entity owns the land and is also the government party. A party cannot enforce a contract against itself, and maintaining the agreement serves no practical purpose.

In sum, the City’s basis for terminating the Development Agreement is well-established. CII never performed any of its obligations, the public benefits the agreement was intended to deliver were never realized, and the agreement now restricts the City’s ability to maximize the Property’s value for the public’s benefit. The City Council’s action to rescind the Development Agreement is a valid exercise of the mutual consent authority provided by Government Code § 65868, carried out by the City in its dual capacity as the original public agency and the successor in interest to the developer.

Strategic Plan Goal:

This item supports the City Council’s goals of protecting public health and safety and ensuring fiscal responsibility by addressing a developer’s failure to abate hazardous hillside conditions that posed an imminent threat to the community. The recommended actions further the City’s housing and land use objectives by positioning the Property for future development at a density consistent with R-3 (High Density Residential) zoning—potentially yielding up to 186 residential units—and maximizing the City’s return on the substantial abatement costs it has incurred.

Fiscal Impact:

Anticipated revenue from the sale of the Property under the proposed marketing strategy—particularly if rezoned to R-3 (High Density Residential) permitting up to 186 units—is expected to offset a significant portion of the outstanding abatement costs. All costs associated with the recommended actions are borne by existing City resources; no new appropriations are required at this time.

Attachments:

1. Ordinance No. 2210 - Goodviews Specific Plan
2. Development Agreement No. DA-21-01

ATTACHMENT 1
Ordinance No. 2210 – Goodviews Specific Plan

ORDINANCE NO. 2210

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

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

SECTION 1: The City Council finds and declares that:

- A. On July 2, 2020, 2019, Center Int'l Inc. (the "Applicant"), submitted an application pursuant to Title 21 of the Monterey Park Municipal Code ("MPMC") requesting approval of Zone Change (ZC-21-01) to construct a new 16-lot single family residential development at 1688 West Garvey Avenue ("Project");
- B. The proposed Project was reviewed by the City Planner for, in part, consistency with the General Plan and conformity with the MPMC;
- C. In addition, the City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines");
- D. The City Council reviewed the proposed Project and related environmental aspects of the proposal as required by the MPMC at the June 16, 2021, public hearing; and
- E. The City Council has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of June 16, 2021.

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

- A. The Applicant is seeking to change the zone regulating the Project site from R-3 (High Density Residential) to 1688 West Garvey Avenue Specific Plan. The Zone Change is desirable to allow construction of the proposed 16-lot single family residential development and would allow the subject property to be more consistent and compatible with the land uses in the immediate vicinity.
- B. The property is 6.22 acres (271,016 square feet) in size. The Project site is irregularly shaped and steeply sloped up from West Garvey Avenue to the top of the project site. The proposed Project is a 16-lot single family residential

development. The property would be subdivided into 16 single family residential lots (176,660 square feet), Lot A – a private access road lot (39,260 square feet), and Lot B – an open space lot (55,096 square feet).

- C. The General Plan designation for the Project site is High Density Residential. This allows for a broad range of dwelling unit types which may be detached residences as allowed in the 1688 West Garvey Avenue Specific Plan.
- D. The average population density within the Project site's vicinity is 7.7 persons per acre.
- E. General Plan Land Use Element Goal 11.0 provides the City's goal is to continue to provide opportunities for persons of all incomes to find suitable housing.
- F. General Plan Housing Element Goal 3 provides adequate housing by location, type of unit, and price to meet existing and future needs of City residents. Policy 3.1 encourages a wide range of housing types, prices, and ownership forms, such as age-restricted housing.

SECTION 3: *Environmental Assessment.* The findings, conclusions, and final environmental impact report ("FEIR") set forth in Resolution No. 12253, adopted June 16, 2021 is incorporated by reference. The City Council relies upon Resolution No. 12253 when adopting this Ordinance.

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

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

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

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

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

SECTION 8: *Summaries of Information*. All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

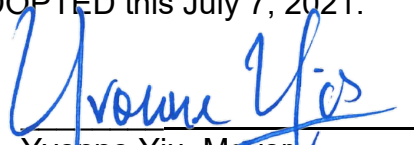
SECTION 9: Repeal of any provision of the MPMC, or any other City resolution or ordinance herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed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

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

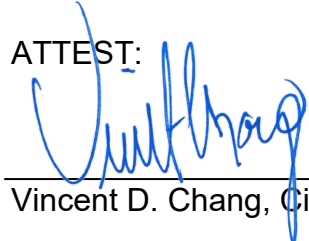
SECTION 11: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within ten (10) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

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

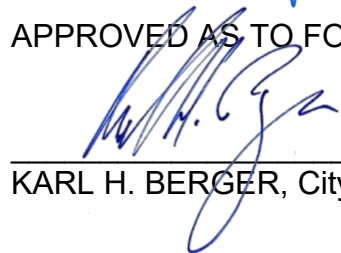
PASSED, APPROVED, AND ADOPTED this July 7, 2021.


Yvonne Yiu, Mayor

ATTEST:


Vincent D. Chang, City Clerk

APPROVED AS TO FORM:


KARL H. BERGER, City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Ordinance No. 2210 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 16th day of June, 2021. That thereafter on the 7th day of July, 2021, said Ordinance was duly passed, approved and adopted by the following vote:

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

Dated this 7th day of July, 2021.

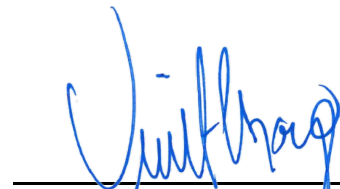
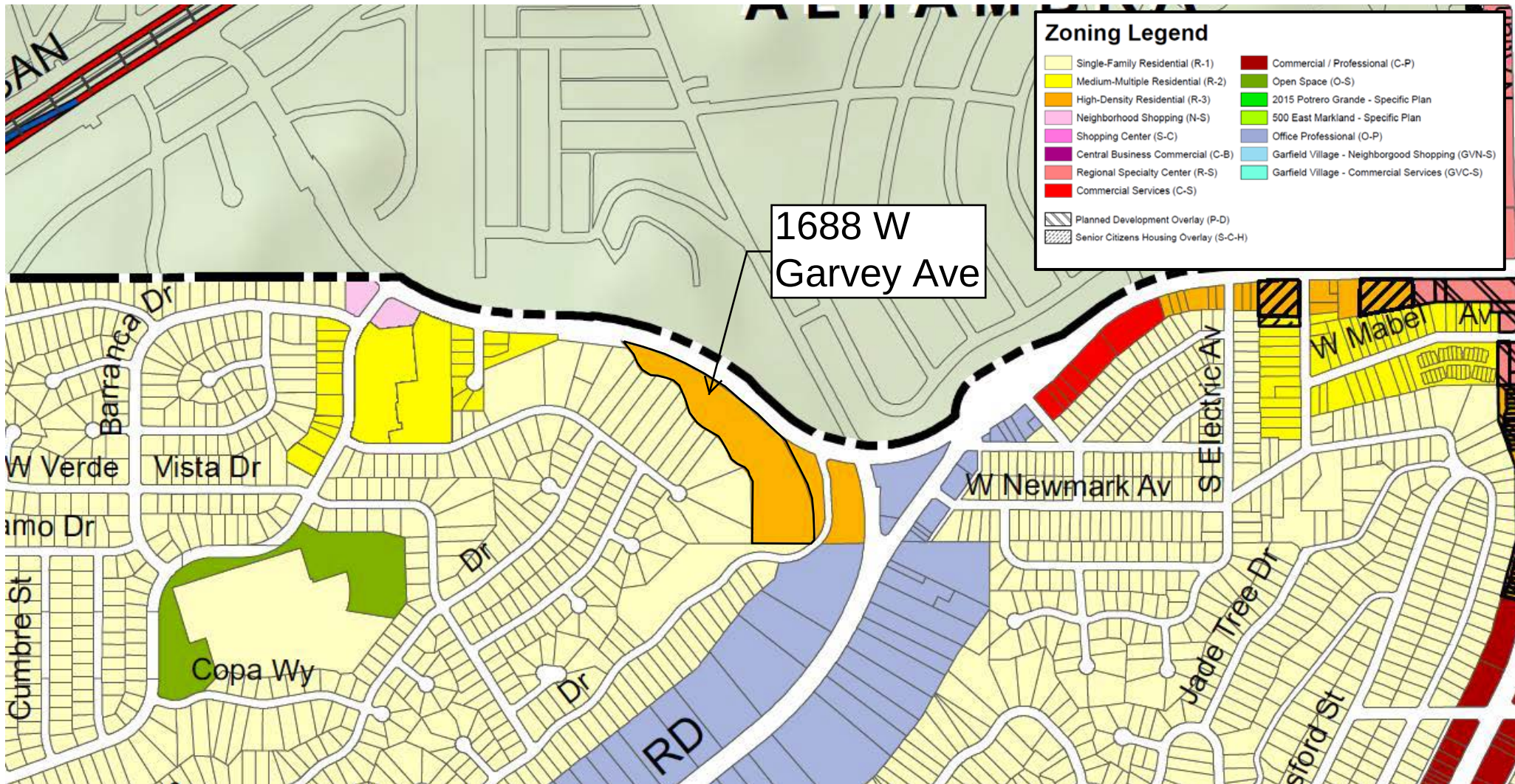

Vincent D. Chang, City Clerk
City of Monterey Park, California

EXHIBIT A
1688 WEST GARVEY AVENUE ZONING MAP

Exhibit A

1688 W Garvey Ave (Current)



1688 W Garvey Ave (Proposed)

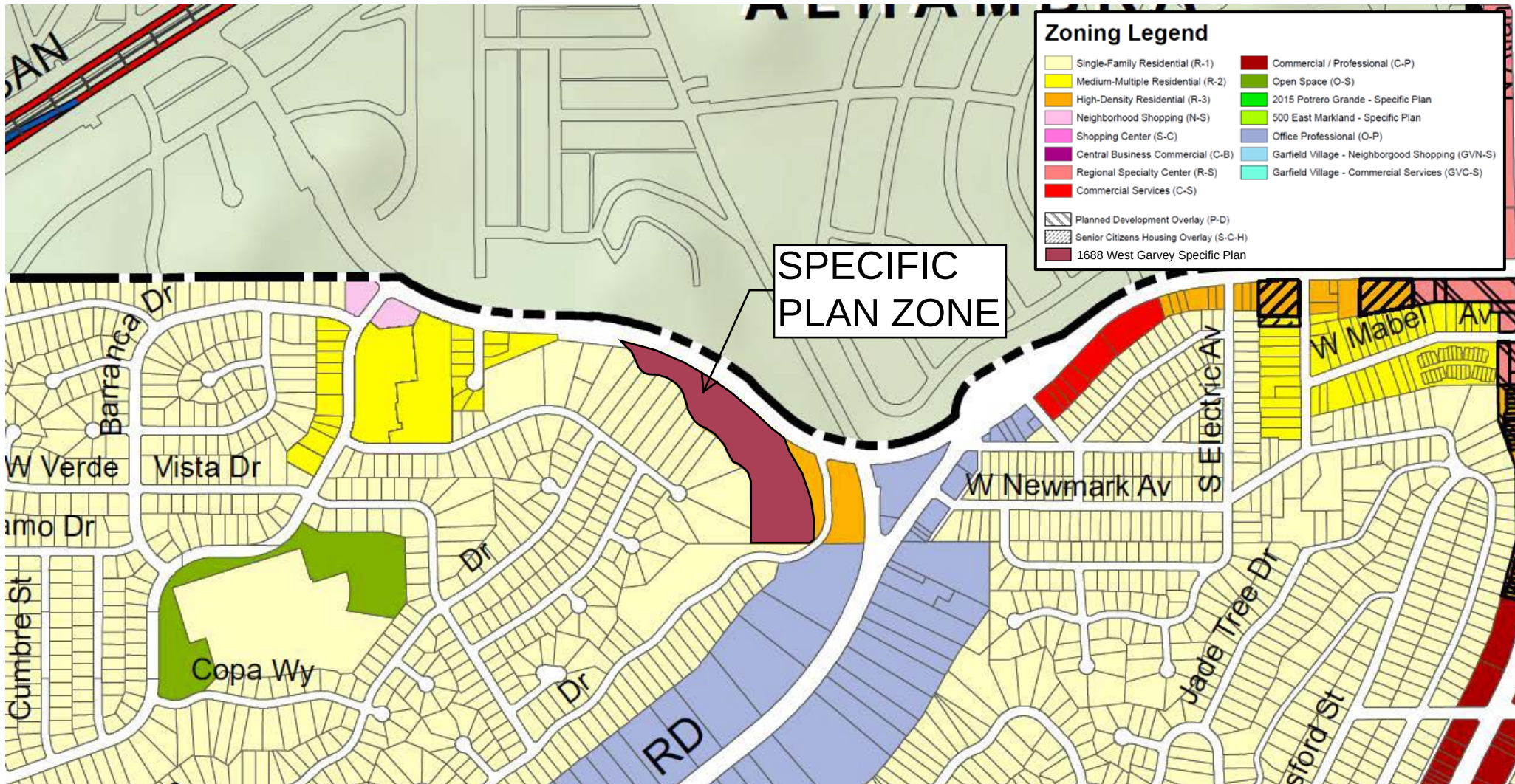


EXHIBIT B

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

1688 West Garvey Avenue

Specific Plan

PREPARED FOR:

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

PREPARED BY:

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



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

March 2021

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I. INTRODUCTION

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

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

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

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

A. Specific Plan Area

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

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

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

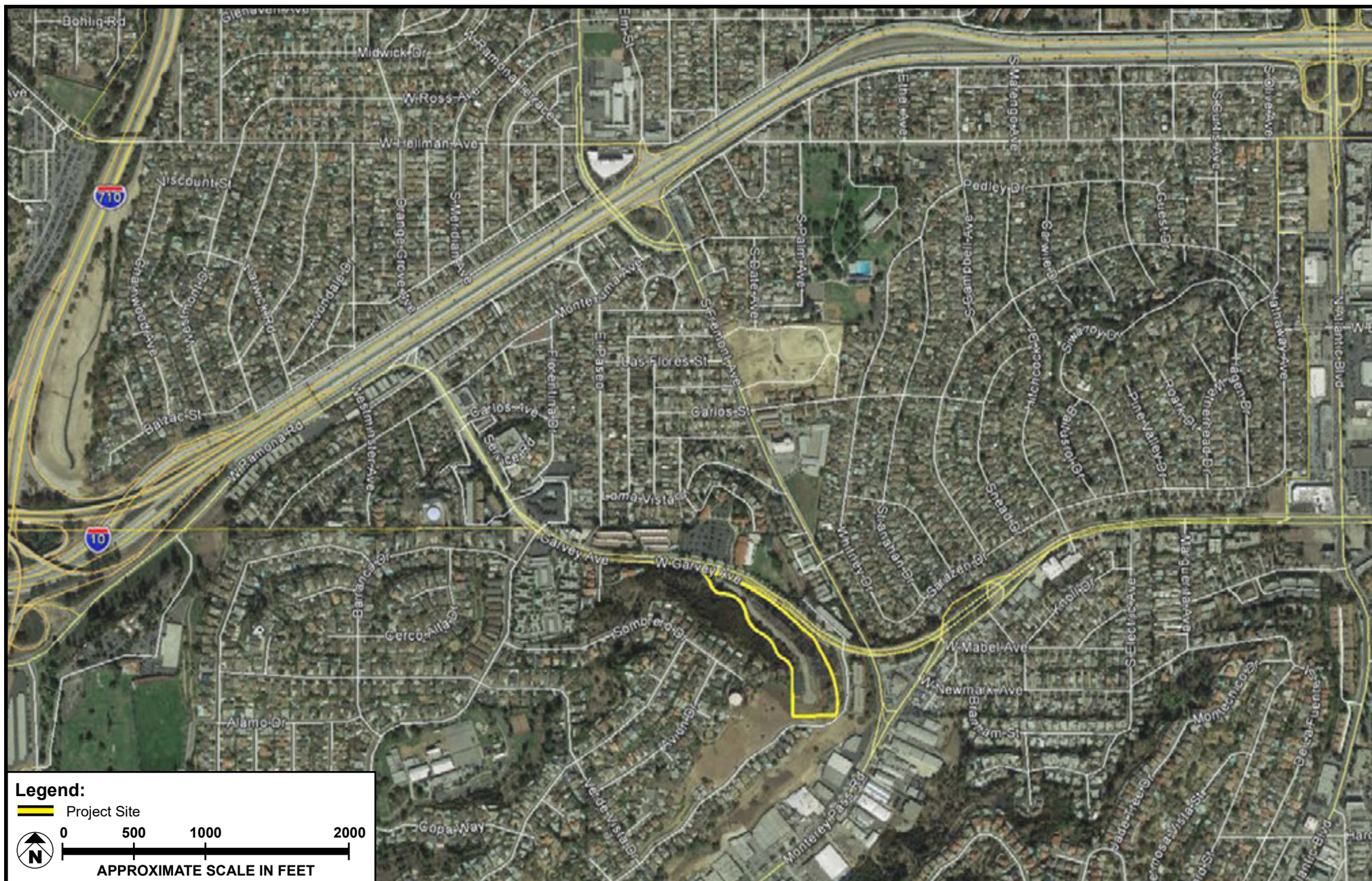


FIGURE 1

B. Background

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

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

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

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

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

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

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

II. OVERVIEW OF THE SPECIFIC PLAN

A. Purpose and Authority of the Specific Plan

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

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

B. Specific Plan Scope and Goals

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

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

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

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

C. Consistency with the General Plan

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

Table 1
General Plan Consistency

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

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

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

Source: City of Monterey Park, General Plan.

Notes: Not Applicable: Actions/strategies are those that are not identified for implementation of local jurisdictions.

D. Specific Plan Implementation Measures (Including Financing)

1. Introduction

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

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

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

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

2. *Specific Plan Regulatory Approach*

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

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

3. *Financing Plan*

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

4. *Methods and Procedures for Implementation*

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

5. *Specific Plan Approvals*

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

a) *Specific Plan Adoption*

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

b) *Zone Map Amendment*

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

c) Vesting Tentative Map

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

d) Project Clearance

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

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

E. Definitions

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

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

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

“Fees, Conditions and Dedications” means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. OVERVIEW OF LAND USE PLAN

A. Development Concept

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

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

The development concept includes:

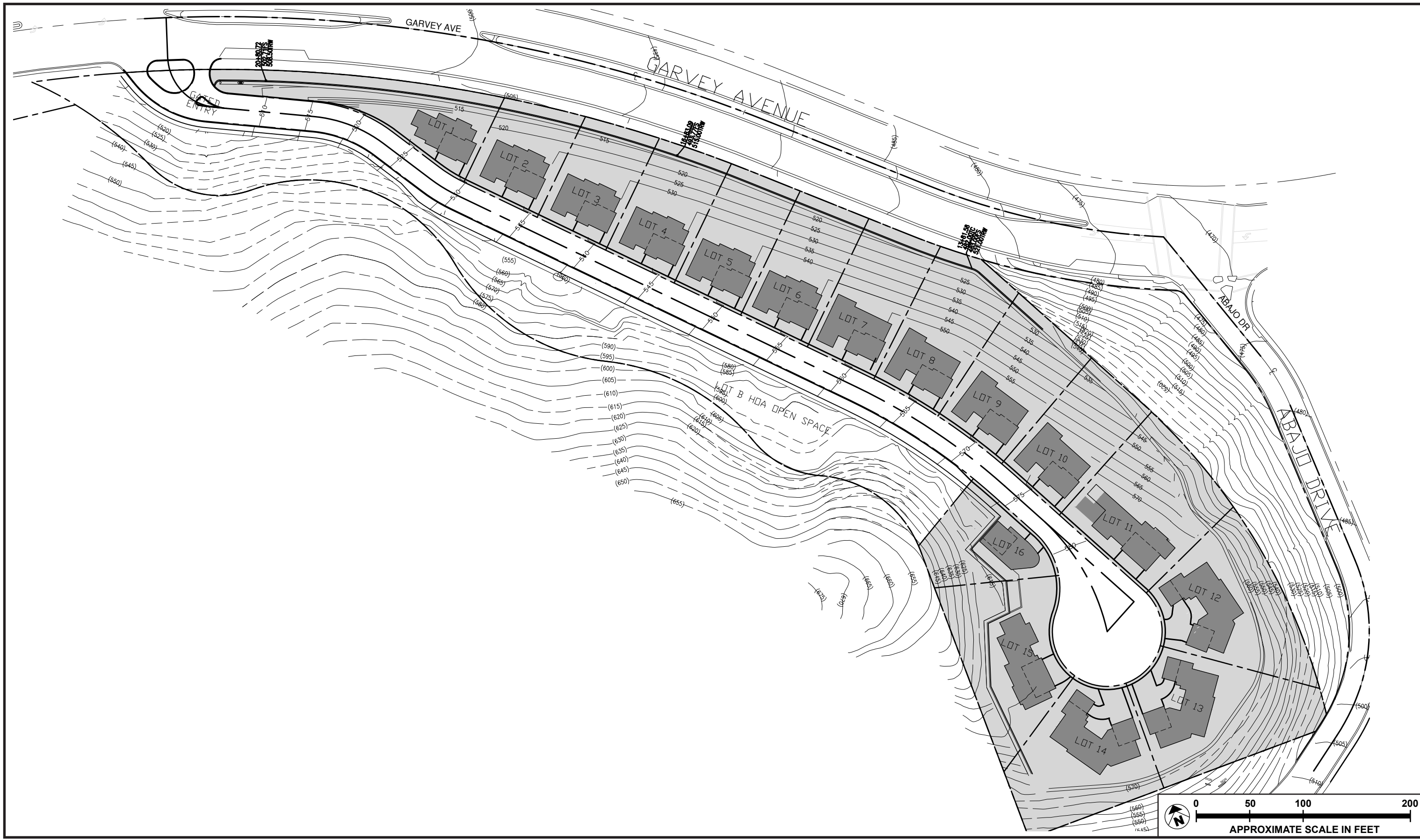
- Re-grading the entire Specific Plan Area, including demolition and removal of all existing retaining walls and structures and other site improvements, including the existing streets and utilities.
- Construction of the two new Site Retaining Walls as shown in the Vesting Tentative Map Grading Plan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

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

B. Land Use Plan

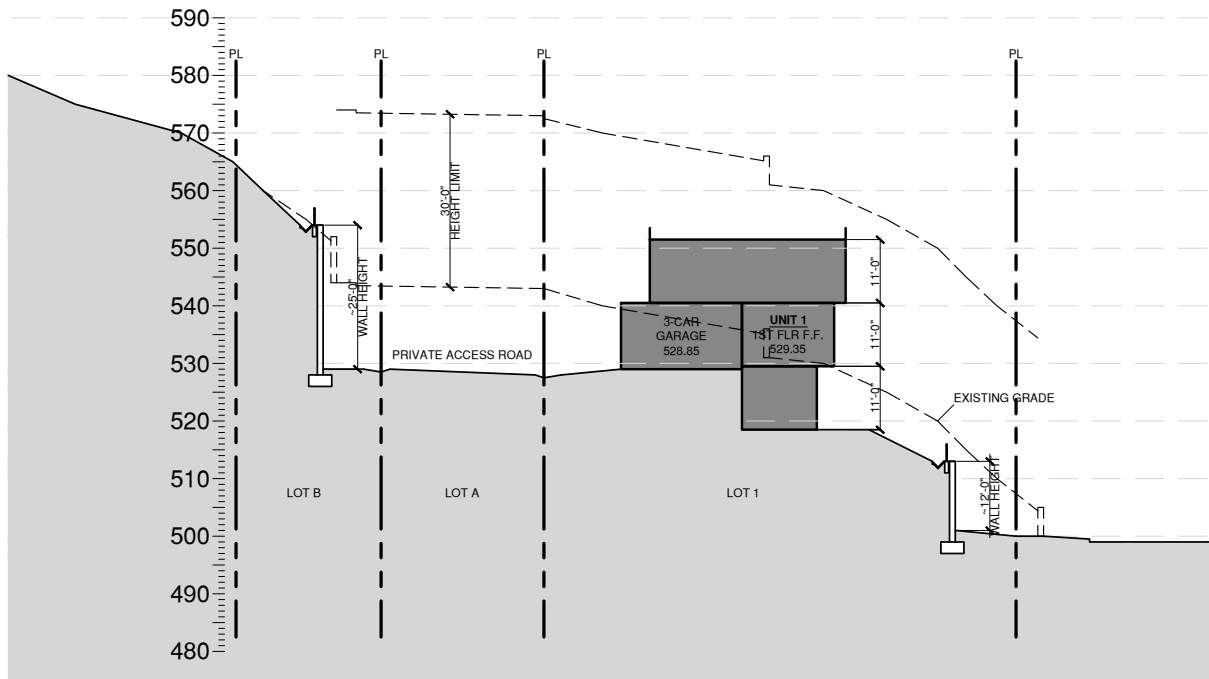
This Specific Plan allows the development of 16 single-family residences within the Specific Plan Area, as shown in **Figure 2**. Ten of the residences will be located on the northern side of the private driveway, with six residences located around the cul-de-sac on the eastern end of the private driveway.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

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

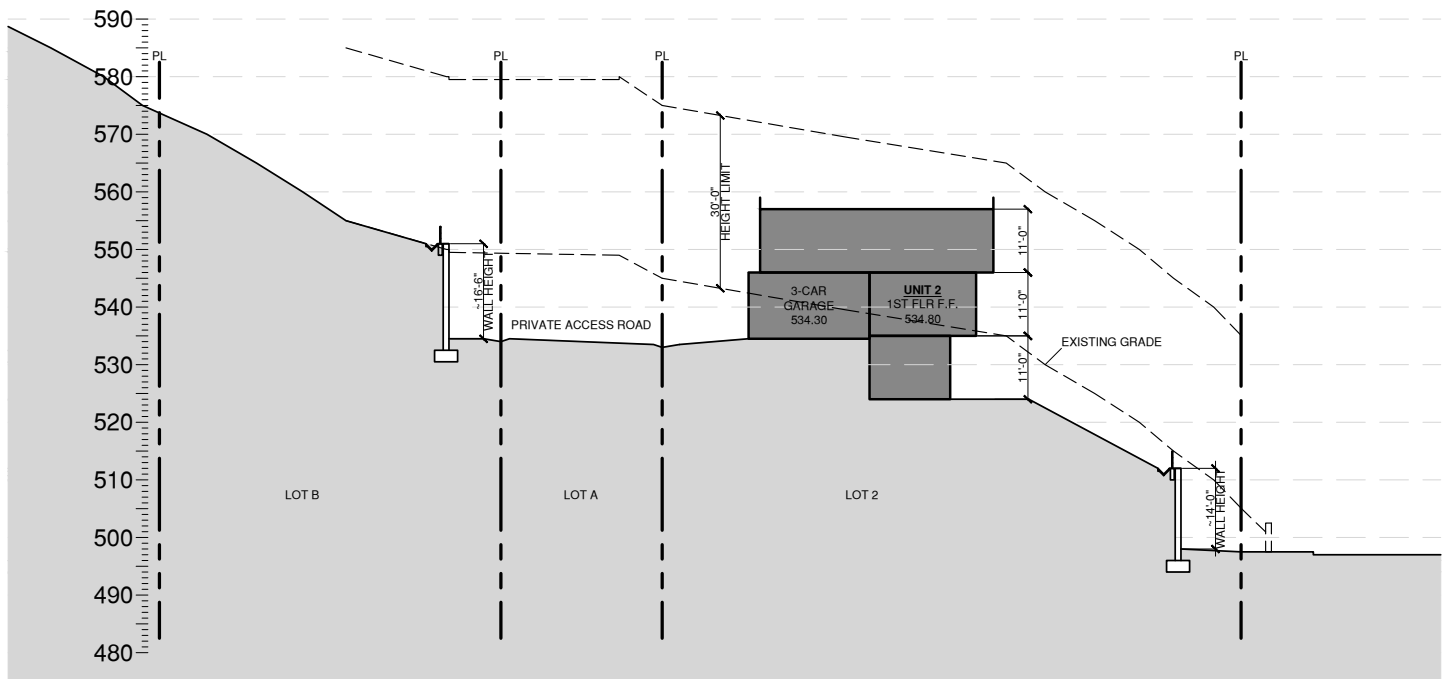


SOURCE: 1688 Garvey Sample - March 2021

FIGURE 2

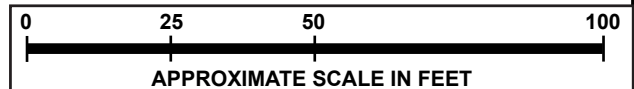
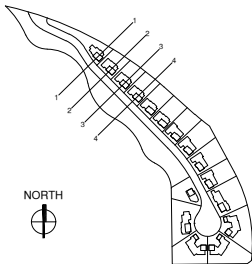


SECTION 1-1



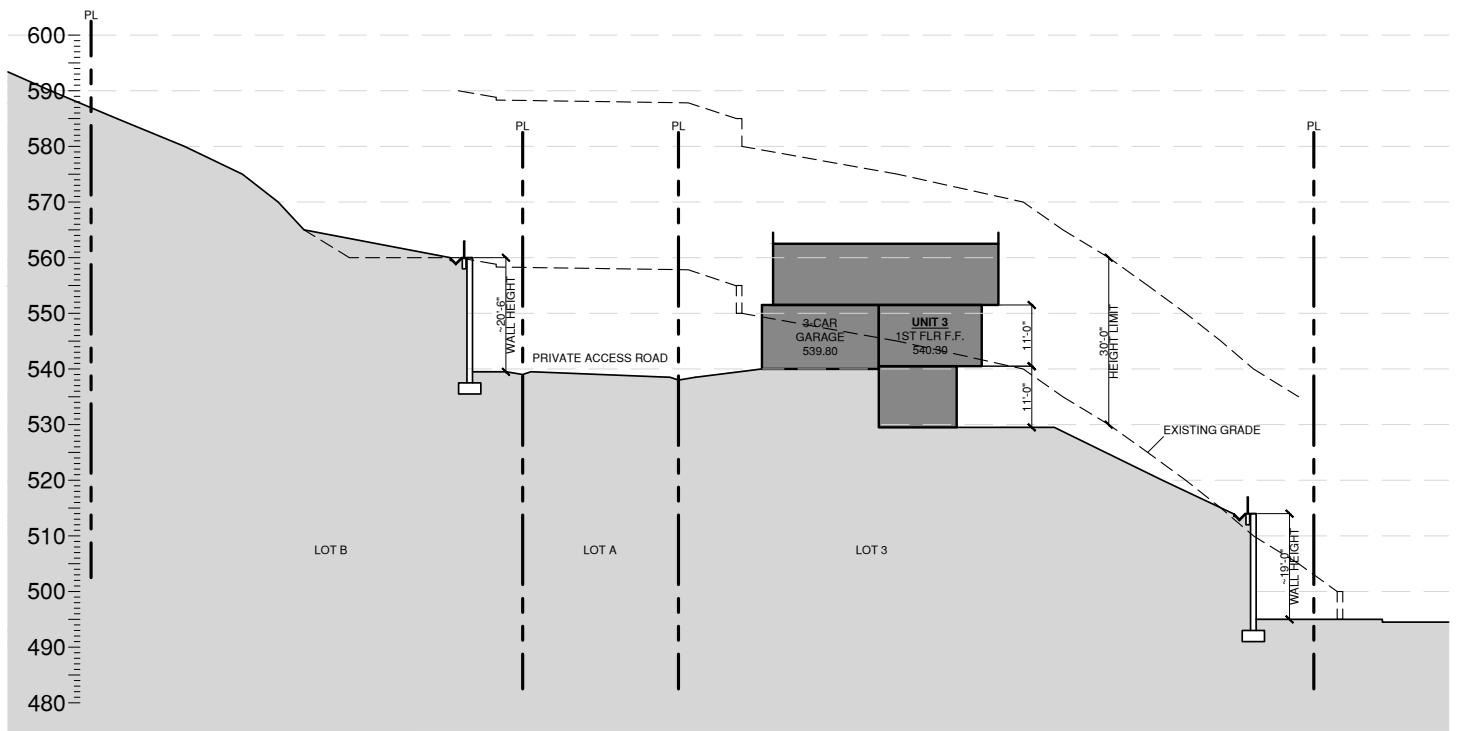
SECTION 2-2

SITE KEY

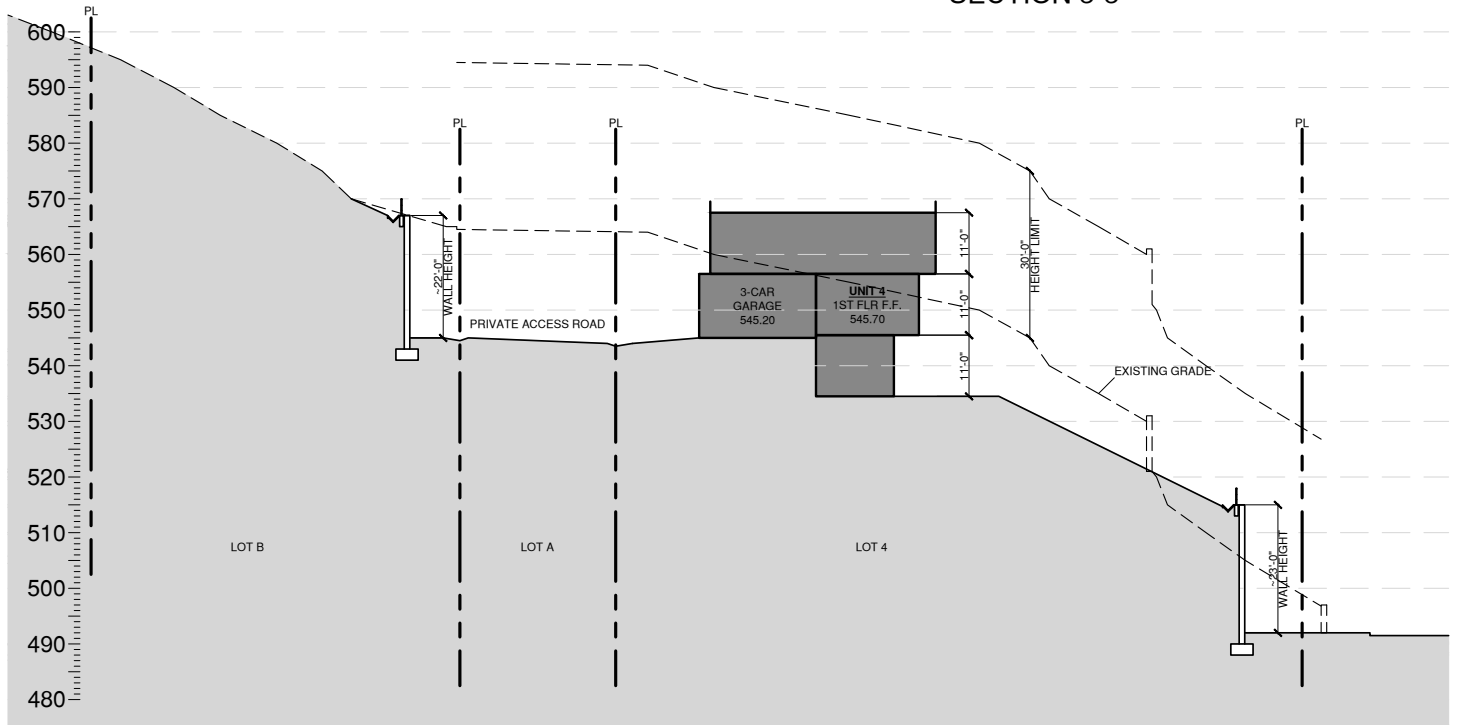


SOURCE: SLSD Inc. - March 2021

FIGURE 3a1

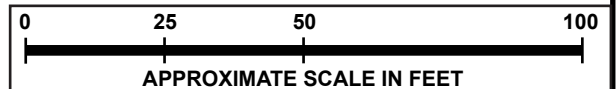
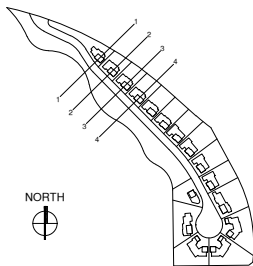


SECTION 3-3



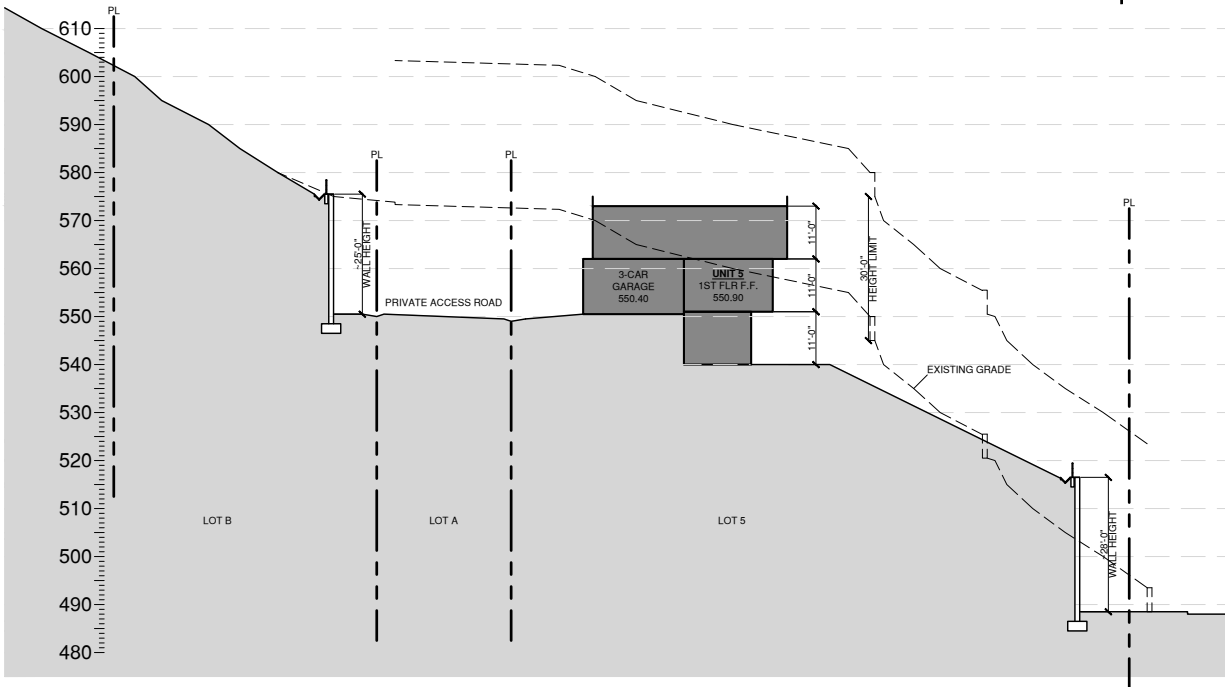
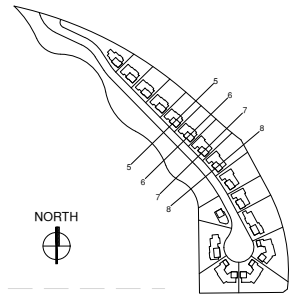
SECTION 4-4

SITE KEY

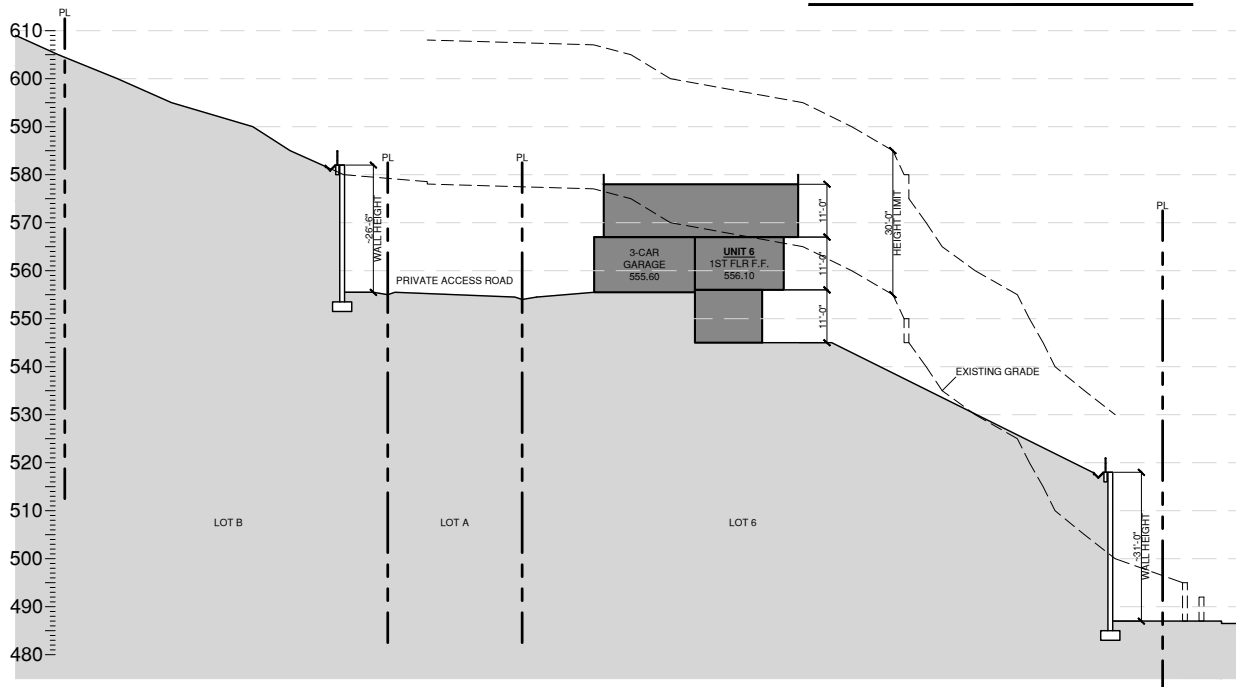


SOURCE: SLSD Inc. 2020

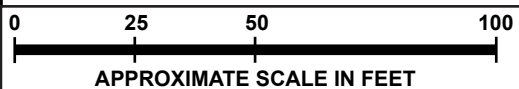
FIGURE 3a2



SECTION 5-5

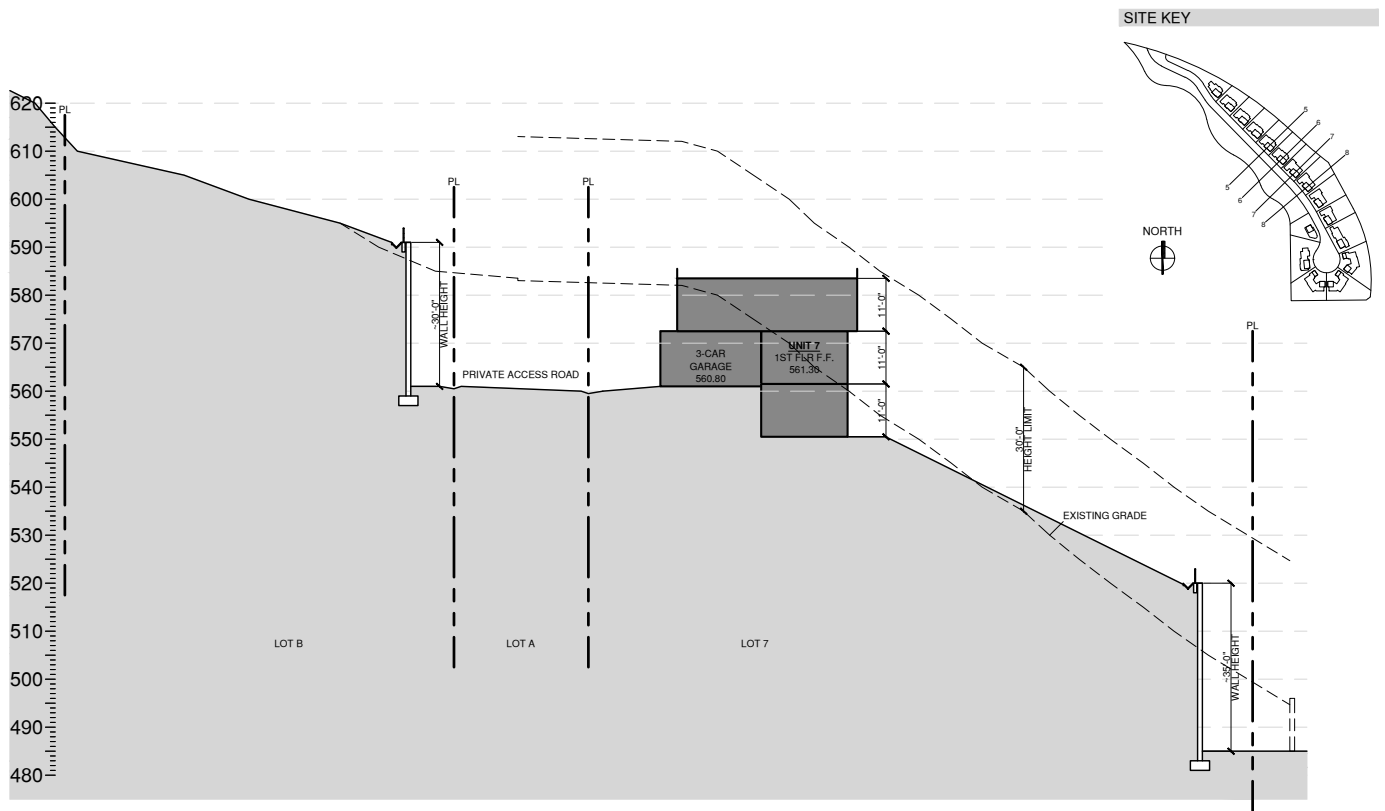


SECTION 6-6

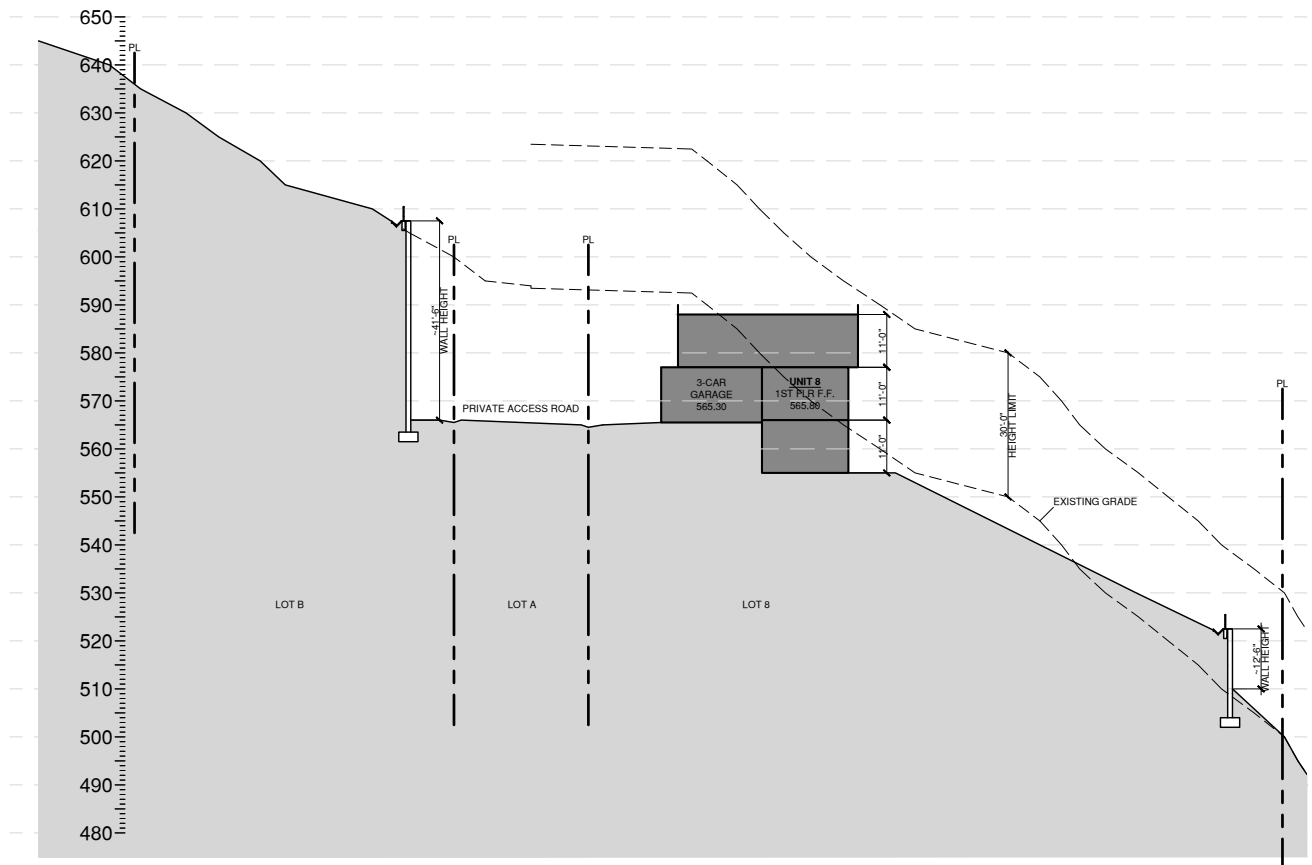


SOURCE: SLSD Inc. 2021

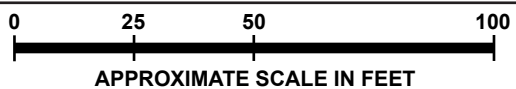
FIGURE 3b1



SECTION 7-7



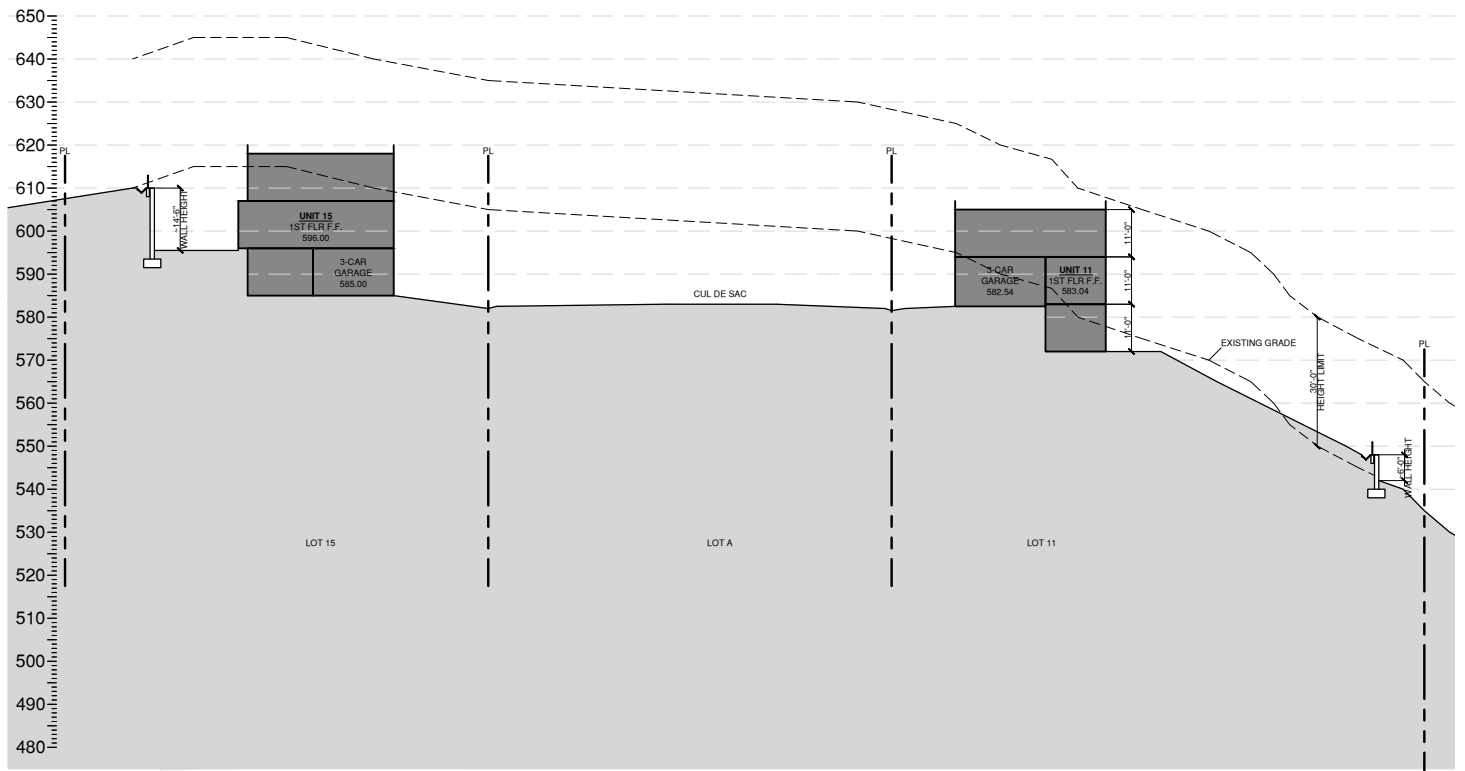
SECTION 8-8



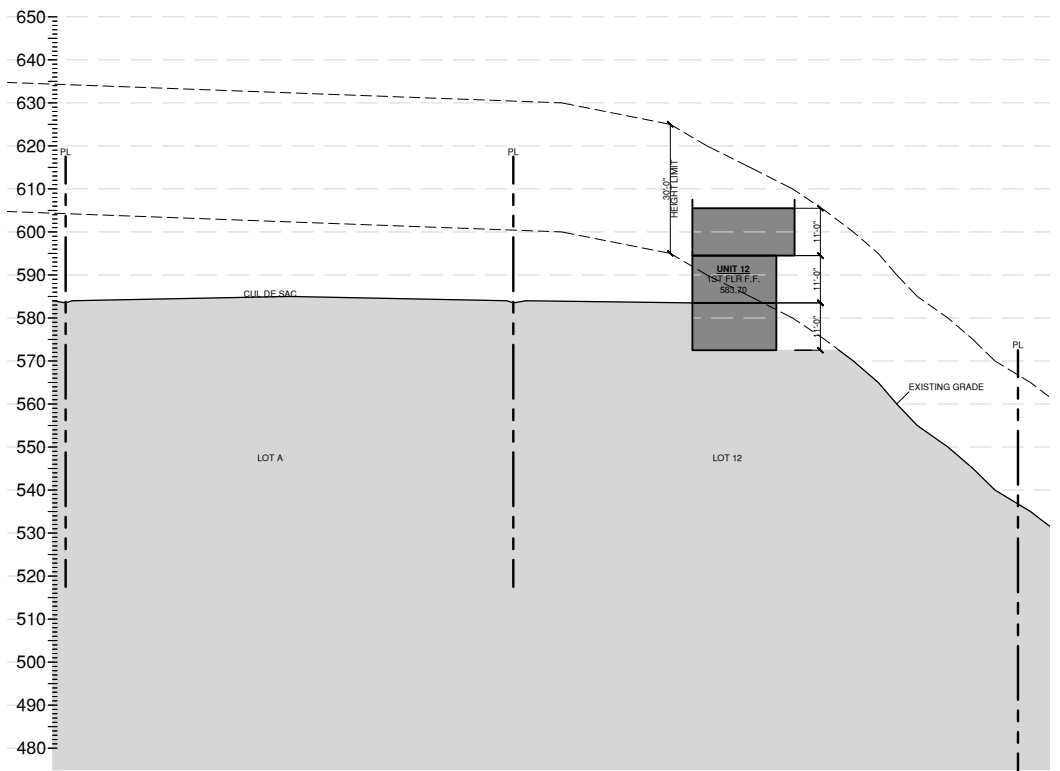
SOURCE: SLSD Inc. 2020

FIGURE 3b2

Sections Lots 7-8

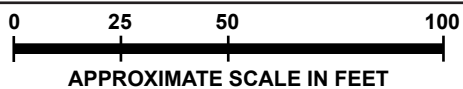
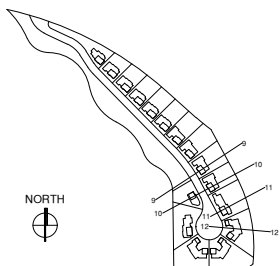


SECTION 11-11



SECTION 12-12

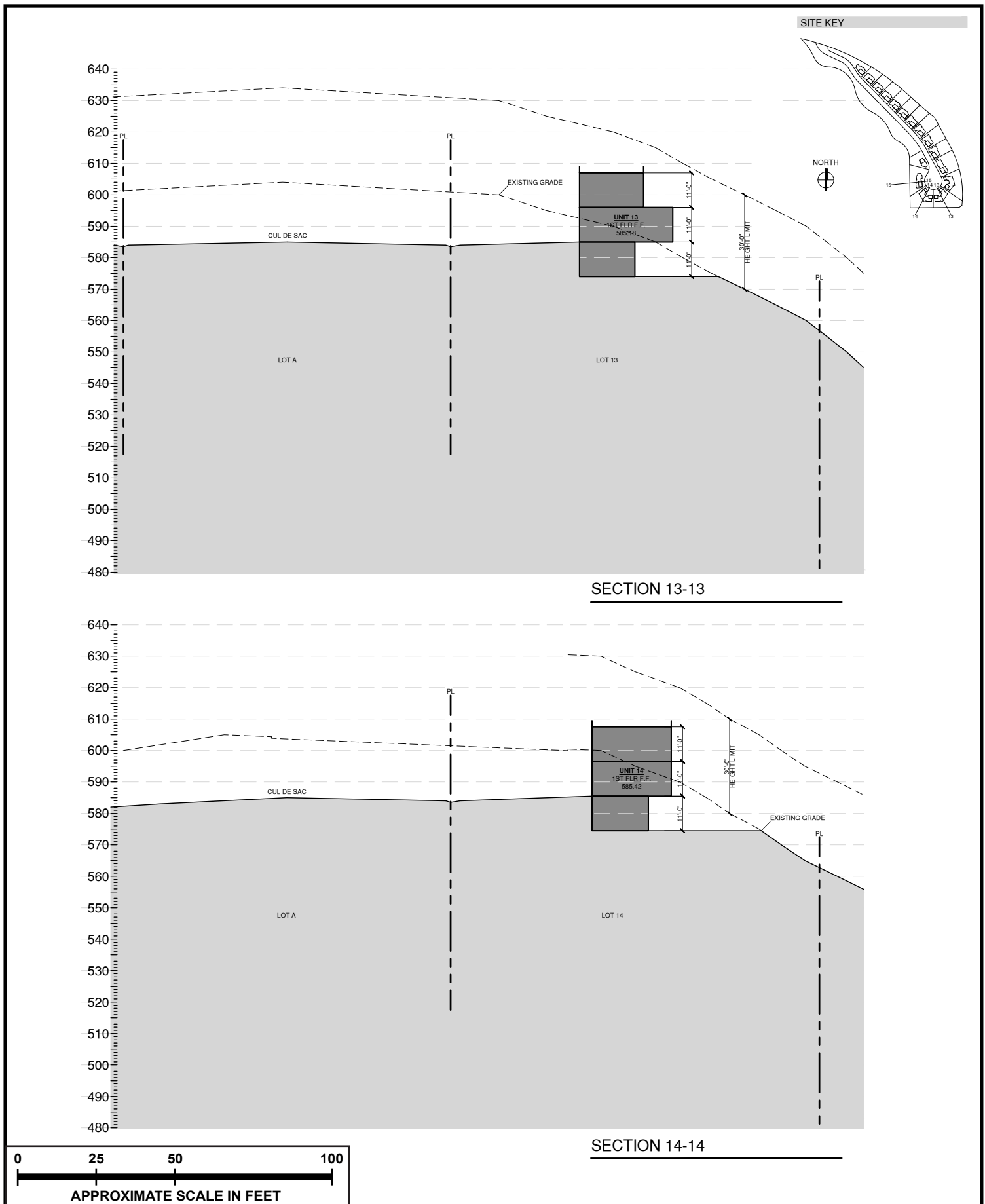
SITE KEY



APPROXIMATE SCALE IN FEET

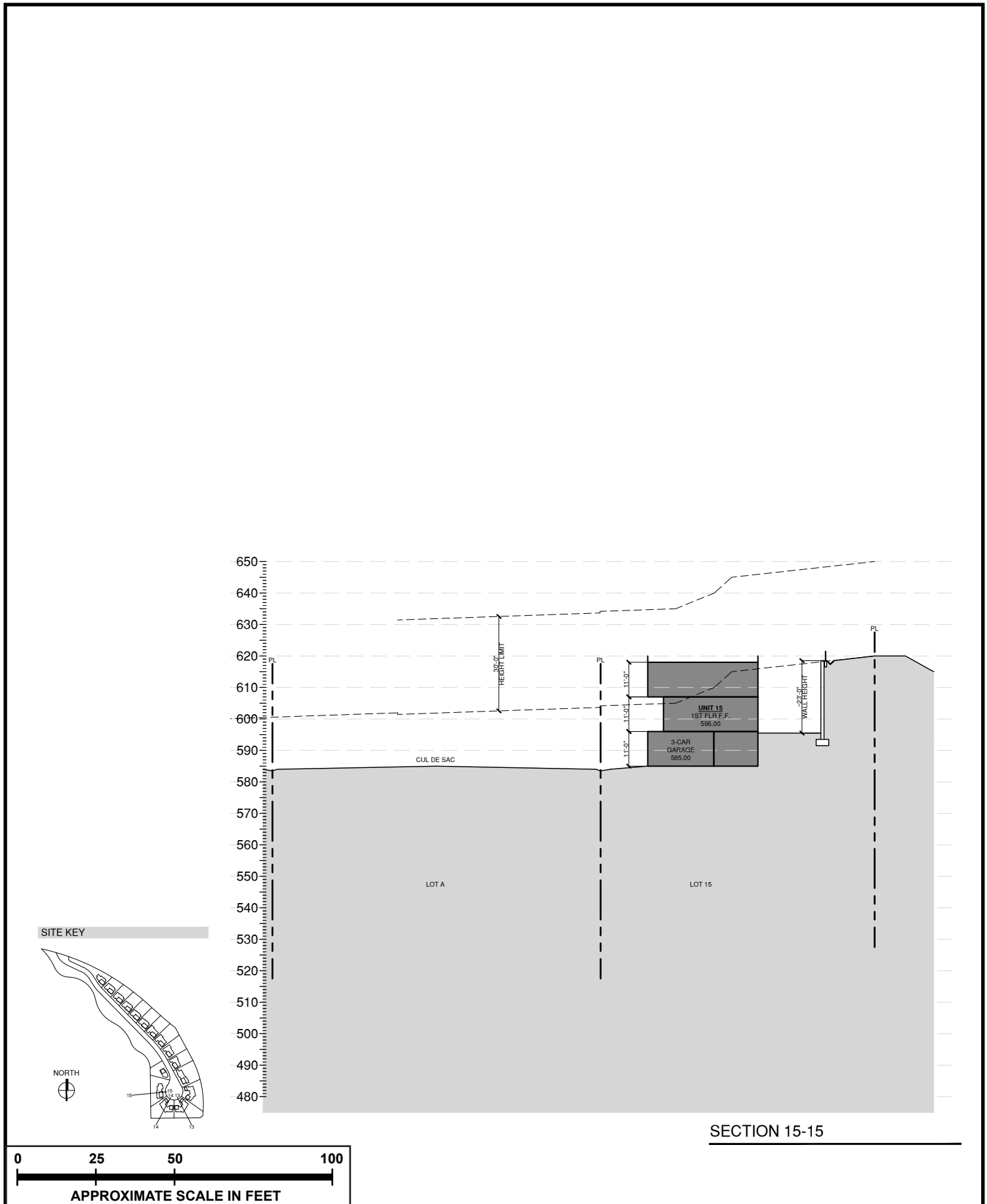
SOURCE: SLSD Inc. 2021

FIGURE 3c2



SOURCE: SLSD Inc. 2021

FIGURE 3d1



SOURCE: SLSD Inc. 2021

FIGURE 3d2

Section Lot 15



SOURCE: 1688 Garvey Sample - March 2021

FIGURE 4



SOURCE: 1688 Garvey Sample - March 2021

FIGURE 5



SOURCE: 1688 Garvey Sample - March 2021

FIGURE 6



SOURCE: 1688 Garvey Courtesy Sample - January 2020

FIGURE 7

Site Rendering – View of Eastern Portion of Specific Plan Area



SOURCE: 1688 Garvey Courtesy Sample - January 2020

FIGURE 8



SOURCE: 1688 Garvey Courtesy Sample - January 2020

FIGURE 9

IV. UTILITIES AND INFRASTRUCTURE

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

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

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

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

A. Street Improvements

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

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

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

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

B. Water Service

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

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

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

C. Wastewater

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

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

D. Drainage

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

E. Gas/Electric/Telecommunications

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

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

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

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

F. Solid Waste Disposal

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

G. Fire Protection

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

H. Police Services

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

V. DESIGN GUIDELINES

A. Design Objectives and Intent

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

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

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

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

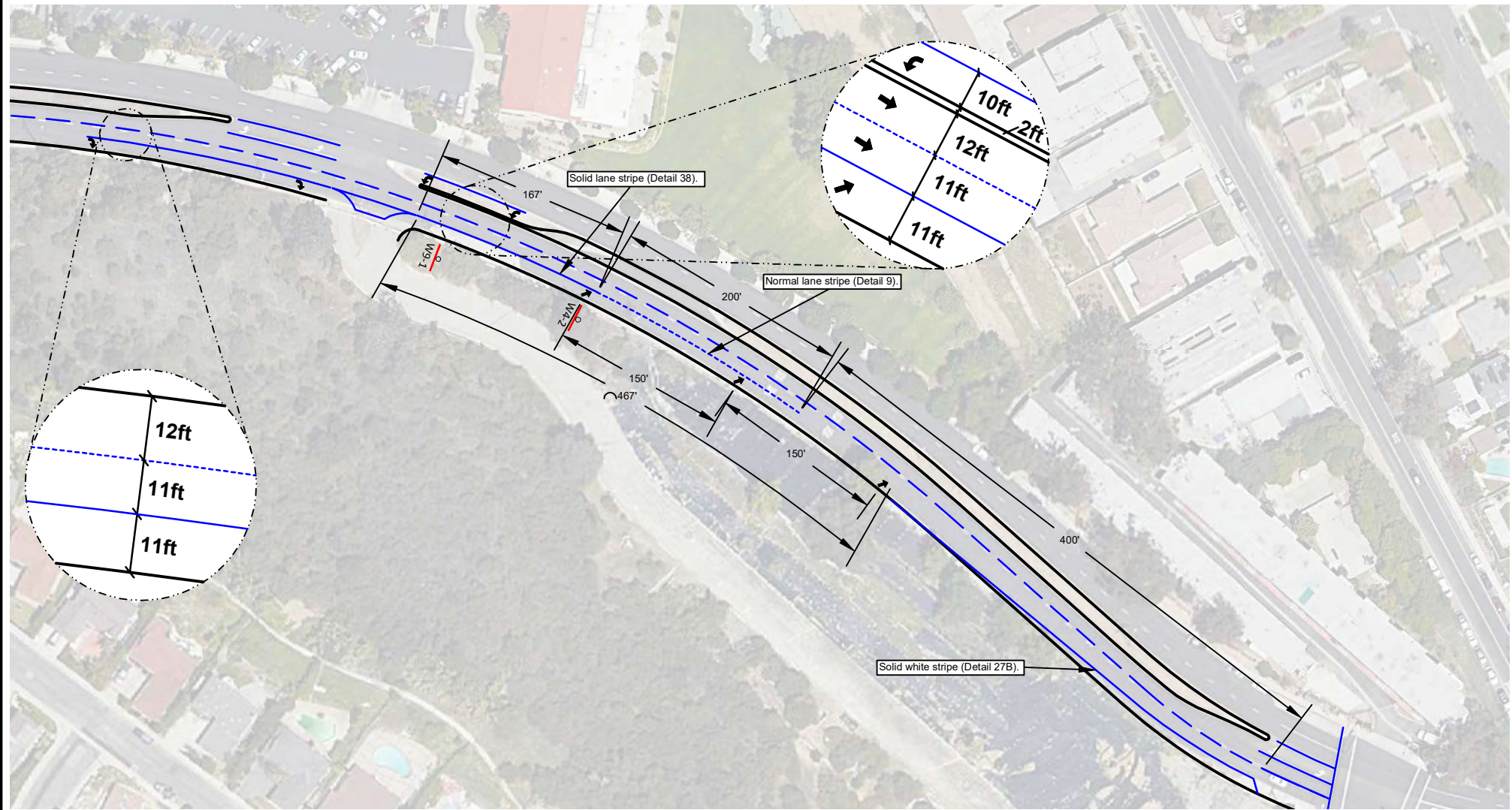
As shown in **Figure 11: Specific Plan Setting**, the residential lots and homes allowed by this Specific Plan are consistent in size with the homes in the surrounding area. Individual residences developed in accordance with these Design Guidelines are exempt from additional Design Review, as defined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

B. Master Landscape Plan

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

C. Architectural Design

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



 NOT TO SCALE

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

FIGURE 10



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

FIGURE 11



SOURCE: Orange Street Studio - December 2019

FIGURE 12



Type B Front Elevation

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

SOURCE: Space Light Structure Design - 2019

FIGURE 13a



Type B Rear Elevation

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

SOURCE: Space Light Structure Design - 2019

FIGURE 13b



Type E Front Elevation

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

SOURCE: Space Light Structure Design - 2019

FIGURE 13c



Type E Rear Elevation

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

SOURCE: Space Light Structure Design - 2019

FIGURE 13d

VI. DEVELOPMENT STANDARDS

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

A. Permitted Uses

Single-family residences

B. Open Space

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

C. Minimum Lot Dimensions

Minimum width: 50

Minimum size: 7,515 square feet

D. Maximum Floor Area Ratio

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

E. Building Height

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

F. Setbacks

Front: 10 feet

Rear: 25 feet

Side: 5 feet

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

Height:

Lower Site Retaining Wall Maximum Height: 42 Feet

Upper Site Retaining Wall Maximum Height: 45 Feet

Wall Finish:

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

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

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



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



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



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

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

Wall Design:

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

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

H. Other Fences and Walls on Individual Residential Lots

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

Wood and masonry wall and fences are permitted.

No chain link in front yard area.

No barbed wire or other hazardous materials.

I. Parking

Driveway width: 10 ft. minimum.

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

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

J. Landscaping

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

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

VII. INDIVIDUAL PROJECT APPROVALS

A. Project Clearances

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

B. Findings

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

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

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

C. Covenant

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

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

D. Project Clearance Application

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

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

1. Materials for Filing

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

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

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

E. City Planner's Review

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

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

F. Rights Granted Under Project Clearance

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

G. Project Clearance Expiration

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

VIII. ADMINISTRATION

A. Introduction

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

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

B. Municipal Code References

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

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

C. City Planner Authority

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

D. Amendments

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

E. Administrative Modifications

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

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

F. California Environmental Quality Act

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

G. Miscellaneous

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

H. Noticing

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

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

IX. APPEALS

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

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

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

B. Time Limits for Appeal

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

C. Stay

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

D. Form

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

E. Processing

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

F. Review by City Council

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

G. Findings

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

H. Noticing

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

ATTACHMENT 2
Development Agreement No. DA-21-01

This page is part of your document - DO NOT DISCARD

CITY CLERK OFFICE
2021 AUG 30 A 9:58
CITY OF MONTEREY PARK



20211285226



Pages:
0050

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

08/23/21 AT 08:04AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



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DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED



ORDINANCE NO. 2211

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONTEREY PARK AND CENTER INT'L INVESTMENTS, INC. TO DEVELOP 16 SINGLE FAMILY RESIDENTIAL LOTS AT 1688 GARVEY AVENUE.

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

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

- A. Center Int'l Investments, Inc., ("Developer") proposes to enter into a development agreement with the City of Monterey Park (the "Development Agreement" or "DA"), which is attached to this Ordinance as Exhibit "A" and incorporated by reference.
- B. The Development Agreement was reviewed by the City for, in part, consistency with the General Plan and conformity with the Monterey Park Municipal Code ("MPMC");
- C. In addition, the City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 2100, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines");
- D. The City completed its review and scheduled a public hearing regarding the proposed Project before the City Council for June 16, 2021. Notice of the public hearing on the proposed Project was posted and mailed as required by the MPMC;
- E. On June 16, 2021, the City Council conducted a public hearing to consider the Project including, without limitation, this Ordinance and the Development Agreement; and
- F. This Ordinance, and its findings, are based upon the entire administrative record considered during the June 16, 2021, public hearing including, without limitation, the staff report and accompanying documents.

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

- A. The Development Agreement is consistent with the General Plan of the City of Monterey Park. The Development Agreement furthers the goals of the General Plan and is in the interest of the general community welfare in that the Development Agreement will, among other things, facilitate the development of the subject site that is currently vacant and underutilized in conformance with the High Density Residential designation for this site, given the sloping nature of the site and its geologic site constraints.

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- B. The Development Agreement includes an 18-lot vesting tentative map (16 residential lots, one open space lot, and a private access road lot) that complies with California law.

SECTION 3: *Environmental Assessment.* The findings, conclusions, and final environmental impact report ("FEIR") set forth in Resolution No.12253, adopted June 16, 2021 is incorporated by reference. The City Council relies upon Resolution No.12253 when adopting this Ordinance.

SECTION 4: *General Plan and Zoning.* The proposed project conforms to the Monterey Park General Plan, as set forth in Section 2. Upon Ordinance No. 2210 becoming effective, the Project will conform with zoning for the site.

SECTION 5: *Public Benefits.* The Development Agreement provides for public benefits including, without limitation:

- A. Development of a topographically challenged, remnant site south of West Garvey Avenue.
- B. Development of a land use with low impacts on existing infrastructure.
- C. Improvement of the public right-of-way on West Garvey Avenue adjacent to the site.
- D. Abatement of a public nuisance, specifically the geologically unstable hillsides at the Project site.

SECTION 6: *Incorporation of Development Agreement Changes; Execution.* In accordance with Government Code §§ 65864, *et seq.* this Ordinance approves the Development Agreement in substantially the form attached as Exhibit "A," which is incorporated into this Ordinance by reference.

- A. The DA may be changed before execution as authorized by the City Council during the public hearings for the Project.
- B. The DA may be changed before execution for minor clarifications and technical, clerical, corrections as approved by the City Attorney including, without limitation, completion of references, status of planning approvals, and completion and conformity of all exhibits to the DA.
- C. The City Council authorizes the Mayor to execute the DA on the City's behalf in a form approved by the City Attorney. The City Manager, or designee, is authorized to execute amendments or operative memoranda as permitted by the DA, in a form approved by the City Attorney.

SECTION 7: *Construction.* This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this

ORDINANCE NO. 2211
PAGE 3 of 5

Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

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

SECTION 9. *Reliance on Record.* Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the matter. The determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 10. *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, State, and federal problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

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

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

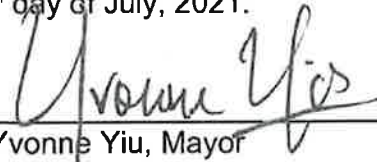
SECTION 13. *Publications.* The City Clerk is directed to certify the passage and adoption of this Ordinance; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

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

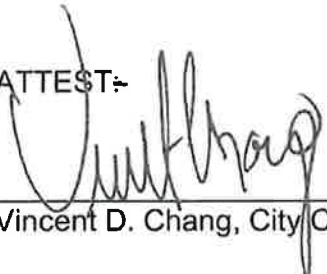
ORDINANCE NO. 2211
PAGE 4 of 5

SECTION 15. Effective Date. This Ordinance becomes effective on the 30th day following its passage and adoption.

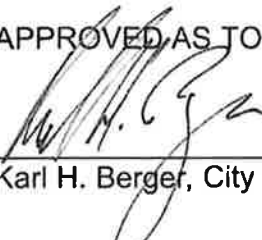
PASSED AND ADOPTED this 17th day of July, 2021.



Yvonne Yiu, Mayor

ATTEST:-


Vincent D. Chang, City Clerk

APPROVED AS TO FORM:


Karl H. Berger, City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Ordinance No. 2211 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 16th day of June, 2021. That thereafter on the 7th day of July, 2021, said Ordinance was duly passed, approved and adopted by the following vote:

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

Dated this 7th day of July, 2021.



Vincent D. Chang, City Clerk
City of Monterey Park, California

EXHIBIT A
DEVELOPMENT AGREEMENT (DA-21-01)

RECORDING REQUESTED BY
CITY OF MONTEREY PARK

AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF MONTEREY PARK
320 W. NEWMARK AVENUE
MONTEREY PARK, CA 91754

SPACE ABOVE THIS LINE FOR RECORDERS USE

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF MONTEREY PARK
AND
CENTER INT'L INVESTMENTS, INC.
RELATIVE TO THE DEVELOPMENT KNOWN AS 1688 WEST GARVEY AVENUE**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this 7th day of July, 2021 (the "Reference Date"), by and between CENTER INT'L INVESTMENTS, INC., a California corporation ("Developer") and the CITY OF MONTEREY PARK, a municipal corporation ("City"), pursuant to Government Code §§ 65864 through 65869.5. The parties agree as follows:

RECITALS:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted §§ 65864, *et seq.* of the California Government Code (the "Development Agreement Legislation").

B. The Development Agreement Legislation authorizes City to enter into a property development agreement with any person having a legal or equitable interest in real property for the development of such real property in order to establish certain development rights in the real property.

C. This Agreement is voluntarily entered into in consideration of the benefits to and the rights and obligations of the parties on the basis of the facts cited herein, the understanding and intentions of the parties and in reliance upon the various representations and warranties contained herein.

D. Developer is a corporation organized under the laws of the State of California and is in good standing thereunder.

E. Developer owns or will own in fee or have an equitable interest in and to all of that certain parcel of land (the "Project Site") as more specifically described in attached Exhibit "A," which is incorporated by reference.

F. On April 25, 2017, the parties executed a Settlement Agreement and Mutual Release regarding an action to abate a nuisance at the Project Site. The parties subsequently executed a First Amended and Restated Settlement Agreement and a Second Amendment to the Settlement Agreement to modify the terms and conditions to construct and maintain erosion control and stabilize the Project Site and to establish a project timeline.

G. Developer intends to develop the Project Site as a gated residential community as outlined in attached Exhibit "B," which is incorporated by reference (the "Project").

H. The Project Site is located in City's jurisdiction and consists of a total of approximately 6.21 gross acres of land.

I. The Monterey Park General Plan ("General Plan") Land Use Element designates the area in which Project Site is located as low density residential.

J. Developer seeks to develop the Project Site in accordance with the land use policies and goals set forth in the specific plan with the terms and conditions of the "Development Approvals" (as defined below) and this Agreement.

K. Pursuant to Section 65865 of the Development Agreement Legislation, a City may establish procedures and requirements for the consideration of development agreements. City, by adopting Title 21 to the Monterey Park Municipal Code ("MPMC"), adopted such procedures and requirements and the parties desire to enter into this development agreement pursuant thereto.

L. This Agreement constitutes a current exercise of City's police power to provide certainty to Developer in the development approval process by vesting the permitted uses, density, intensity of use, and the timing and phasing of development in exchange for Developer's commitment to provide significant public benefits to City.

M. On June 16, 2021, the City Council, after providing notice as required by law, held a public hearing to consider the Developer's application for this Agreement, at which the City Council adopted its Ordinance No. 2211 approving this Agreement.

N. City determined that the Project is a development for which this Agreement is appropriate under the Development Agreement Legislation and MPMC. The City Council has determined that this Agreement is consistent with the General Plan.

O. This Agreement will eliminate uncertainty in planning for and securing orderly development of the Project Site, assure progressive installation of necessary improvements provide public services appropriate to each stage of development of the

Project Site, ensure attainment of the maximum effective utilization of resources within City at the least economic cost to its citizens, and otherwise achieve the goals and purposes for which the Development Agreement Legislation was enacted.

P. In exchange for the benefits to City, City is taking all actions required so that Developer may begin and consummate development of the Project including the approval, adoption or issuance of necessary development permits; the future ministerial approval of building plans; and ministerial approval of final maps, appropriate building permits, lot line adjustments, and other necessary or desired permits, approvals and entitlements which are consistent with the development of the Project (collectively, the "Ministerial Approvals").

Q. In exchange for the benefits to City, Developer desires to receive the assurance that it may proceed with the Project in accordance with the "Existing Rules" (as defined below), subject to the terms and conditions contained in this Agreement and to secure the benefits afforded Developer by the Development Agreement Legislation.

R. All actions taken by City were undertaken in accordance with all applicable legal requirements, including the California Environmental Quality Act (Public Resources Code §§ 21000, *et. seq.*) ("CEQA"), and all of the other requirements of notice, public hearings, findings, votes and other procedural matters.

S. City expressed an interest in ensuring the provisions of regional and community level infrastructure, and in pursuing the use of development agreements as a method whereby a level of assurance can be achieved concerning the service demands within planned communities so that long-range plans for needed infrastructure can be developed and implemented.

T. This Agreement is made and entered into in consideration of the mutual covenants and in reliance upon the various representations and warranties contained herein. The parties acknowledge that, in reliance on the agreements, representations and warranties contained herein, Developer will take certain actions, including making substantial investments and expenditures of monies, relative to the Project Site and the development thereof.

AGREEMENT

SECTION 1. GENERAL ACKNOWLEDGMENTS.

The parties acknowledge that: (a) City entered into this Agreement pursuant to the Development Agreement Legislation, City's police powers, and the MPMC in order to address public health and safety and general welfare concerns including those relating to the amount, density, intensity and timing of development within the Project Site and the need for public facilities and infrastructure in connection with the Project Site and other property in the area; and (b) nothing in this Agreement may be construed to limit or restrict the exercise by City of its police powers including, without limitation, those of eminent domain.

SECTION 2. GENERAL PROVISIONS.

2.01 Property Description. The legal description of the Project Site is specifically set forth on attached Exhibit "A," which is incorporated by reference.

2.02 Location of Project Site. The Project Site is located within City's jurisdiction and consists of a total of approximately 6.21 gross acres.

2.03 Effective Date. Except as provided below, this Agreement becomes effective on the same date as Ordinance No. 2211 approving this Agreement becomes effective or when Developer, or its successors or assignees, acquires fee title to the Project Site as reflected in the Official Records of the Recorder for Los Angeles County, whichever occurs last ("Effective Date"). Execution of this Agreement by the parties on the Reference Date does not bind the Project or the Developer to actually use or develop the Project Site pursuant to the terms of this Agreement until the Effective Date. Notwithstanding the foregoing, the indemnity obligations of Developer, as set forth in Section 19 take effect as of the Reference Date.

2.04 Term. As it relates to Plan A, the term of this Agreement will commence upon the Effective Date and extend 20 years thereafter, unless the term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties. As it relates to Plan B, the term of this Agreement commences upon the Effective Date and extends to the date agreed upon by the parties in accordance with the Settlement Agreement, as amended, and as identified in the schedule attached as Exhibit "D," which is incorporated by reference. Plan B, if implemented, will commence and proceed in accordance with the dates identified in Exhibit "D"; nothing in this Agreement will affect implementation of Plan B in any manner. City and Developer agree that the term of this Agreement is necessary in order to permit the orderly and planned development of the Project.

2.05 Expiration of Term. This Agreement will terminate upon expiration of the term without the need of further documentation from the parties; provided, however, such termination does not affect any right or duty arising from then existing City approvals, including, without limitation, the Development Approvals, any "Future Development Approvals" (as defined below), any Ministerial Approvals and any reimbursement agreement(s) entered into pursuant to the terms of this Agreement.

2.06 Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition.

2.07 Enforceability of Agreement. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement and the Development Agreement Legislation, this Agreement is enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning regulations, subdivision regulations, the "Existing Rules" or any other "Land Use Rules" (as defined below) or uniform codes, resolutions or ordinances or other regulations adopted by City which change, alter or amend the Existing Rules applicable to the

development of the Project Site as of the Effective Date, as provided by Government Code §§ 65866 and 65867.5, unless City determines that the failure to apply such change would place the residents of City in a condition dangerous to their health or safety, or both. This Agreement does not prevent City from denying or conditionally approving any subsequent development project application by a third party not a successor-in-interest hereto on the basis of such existing or new rules, regulations and policies.

2.08 Further Assurances. Each party must execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

2.09 Singular and Plural; Gender. Except where the context requires otherwise, the singular of any word includes the plural and vice versa, and pronouns inferring the masculine gender includes the feminine gender and vice versa.

2.10 Covenants Run With The Land. All of the terms, provisions, covenants and obligations contained in this Agreement are binding upon the parties and their respective heirs, successors, and assigns, and all other persons or entities acquiring all or any portion of the Project Site, or any interest therein, whether by operation of law or in any manner whatsoever, and the rights thereof inure to the benefit of such parties and their respective heirs, successors and assigns.

2.11 Enforcement of Covenants. All of the provisions of this Agreement are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including without limitation, Civil Code § 1468.

2.12 Constructive Notice. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Project Site is and will be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Project Site. Developer consents to recordation of this Agreement against the Project Site.

SECTION 3. DEFINITIONS.

Unless the context otherwise requires, the definitions and general provisions set forth in this Section govern the construction of this Agreement.

3.01 CEQA. The California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*) and the CEQA Guidelines (California Code of Regulations, title 14, §§ 15000, *et seq.*), as amended.

3.02 Development. The subdivision or improvement of the Project Site for purposes of constructing the structures, improvements and facilities comprising the Project including, without limitation: grading, the construction and installation of infrastructure and public facilities related to the Project whether located within or outside the Project Site; the construction of structures and buildings; and the installation of

landscaping; but not including the maintenance, repair, reconstruction or redevelopment of any structures, improvements or facilities after the construction and completion thereof.

3.03 Development Agreement Legislation. Government Code §§ 65864 through 65869.5 as it exists on the Reference Date.

3.04 Development Approvals. Site-specific permits and other entitlements to use of every kind and nature approved or granted by City in connection with the Development including, without limitation: subdivision approvals (including Vesting Maps, final maps, parcel maps, vesting parcel maps, and map waivers), development permits, planned development overlays, conditional use permits, variances, oak tree permits, grading permits, building permits and occupancy permits and including specifically with respect to the Project, Vesting Tentative Map No. 21-01 (the "Vesting Map") and the Environmental Impact Report.

3.05 Development Impact Fees or DIF. All City-adopted fees and monetary exactions that are designed to pay for new or expanded public facilities needed to serve, or to mitigate the adverse effects of, a given development project and that are imposed by City as a condition of approval of discretionary or ministerial permits for, or in connection with the implementation of, that development project. The term "Development Impact Fees" does not include processing fees and charges as described in this Agreement. The term "Development Impact Fees" also does not include requirements that development be served by a public utility even if that public utility imposes a capital improvement fee or similar charge as a condition of providing service. All development impact fees must be deposited in a separate capital facilities account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the local agency, and expend those fees solely for the purpose for which the fee was collected, pursuant to California Government Code § 66006.

3.06 Director. Means the City Manager, or designee.

3.07 Enacting Ordinance. Ordinance No. 2211, introduced by the City Council on June 16, 2021, with second reading held on July 7, 2021, approving this Agreement.

3.08 Exactions. All exactions, in-lieu fees or payments, dedications or reservation requirements, obligations for on-site or off-site improvements, construction requirements for public improvements, facilities, or services called for in connection with the development of or construction on the Project Site, whether such requirements constitute subdivision improvements, mitigation measures in connection with environmental review of any project, or impositions made under any applicable ordinance or in order to make a project approval consistent with the anticipated land use policies of the General Plan.

3.09 Existing Rules. The Land Use Rules in effect as of the Reference Date of this Agreement.

3.10 General Plan. The Monterey Park General Plan as duly adopted by the City Council as of the Reference Date.

3.11 Land Use Rules. The ordinances, resolutions, codes, rules, regulations and official policies of City, governing the development of the Project Site, including without limitation, the permitted uses of land, the density and intensity of use of land, development impact fees, exactions, and the timing of development, all as applicable to the development of the Project Site. Specifically, but without limiting the generality of the foregoing, Land Use Rules include the General Plan and the MPMC. The term Land Use Rules does not include Regulations relating to the following: the conduct of business, professions and occupations generally; taxes and assessments (unrelated to development); the control and abatement of nuisances; encroachment and other permits and the conveyances of rights and interests that provide for the use of or entry upon public property; and subject to the provisions of Section 4.03 below, any exercise of the power of eminent domain.

3.12 Persons. As used herein, any reference to or use of the word "person" means, in addition to a natural person, any governmental entity and any partnership, corporation, joint venture or any other form of business entity.

3.13 Plan B. Slope stabilization contemplated by the Settlement Agreement, as amended, to be implemented without or separate and apart from the Project.

3.14 Project. The residential development and associated amenities, and on-site and off-site improvements, contemplated by the Developer to be constructed on the Project Site, as the same may hereafter be further refined, enhanced or modified pursuant to the provisions of this Agreement. This is also referred to as "Plan A."

3.15 Project Site. That real property described in attached Exhibit "A," which is incorporated by reference.

3.16 Regulations. Constitutions, statutes, City ordinances and codes, City resolutions and official policies of City.

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

SECTION 4. GENERAL DEVELOPMENT OF THE PROPERTY.

4.01 Development Plan. The Development Plan, as provided in the Project's Specific Plan and attached as Exhibit "B," when combined with the Development Approvals and Existing Rules, specifies all of the following aspects of the Project: (i) proposed uses of the Project Site; (ii) height and size of buildings to be constructed on the Project Site; (iii) density and intensity of use of the Project Site; and (iv) requirements for reservation or dedication of portions of the Project Site for public purposes.

4.02 General Development. Any development of the Project on the Project Site must be conducted in accordance with the terms and conditions of this Agreement.

4.03 Permitted Uses. The permitted uses of the Project Site, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location of public improvements, and other terms and conditions of development applicable to the Project Site must be those set forth in the Existing Rules, the Development Approvals, including the Vesting Map, and this Agreement.

4.04 Future Approvals. City agrees that land uses set forth in the Development Approvals are approved or will be approved pursuant to the terms of this Agreement, provided that Developer satisfactorily complies with all preliminary procedures, actions, payments and criteria applicable as of the Effective Date of this Agreement and generally required of developers by City for processing applications for developments at such time. City agrees to grant and implement the necessary land use, zoning, site plan or subdivision approvals and to grant other approvals and permits, including the Ministerial Approvals, that will accomplish or facilitate development of the Project Site for the uses and to the density or intensity of development described and shown in the Development Approvals and/or this Agreement pursuant to the Existing Rules. Any development of the Project Site requires all discretionary approvals required by the Existing Rules (collectively, the "Future Development Approvals"). Upon granting any of the Future Development Approvals, they will become part of the Existing Rules, and Developer will have a "vested right," as that term is defined under California law, in and to such Future Development Approvals by virtue of this Agreement.

4.05 Existing Rules, Regulations and Official Policies. Subject to the limitations set forth in this Agreement, Developer has a vested right to develop the Project Site in accordance with, and to the extent of, the Development Approvals and this Agreement. Except as otherwise provided in this Agreement, the rules, regulations, official policies, and conditions of approval governing the permitted uses of the Project Site, the density or intensity of use, and the design, improvement, construction, building and occupancy standards and specifications applicable to the Project and the Project Site are those in force on the Effective Date this Agreement ("Existing Rules"). City may impose reasonable conditions in connection with such subsequent discretionary permit actions which are not deemed Ministerial Approvals, but such conditions and actions must not prevent development of the Project as contemplated by this Agreement and the Development Approvals, or place burdensome or restrictive measures on Developer in connection with the development of the Project.

4.06 Amendment to Existing Rules. In the event the MPMC is amended by City in a manner which provides more favorable site development standards than those in effect as of the Effective Date, Developer may notify City in writing of its desire to be subject to the new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council or by action of a City official whom the City Council may designate, such new standards will become applicable to the Project Site.

4.07 Exception for Uniform Codes. Notwithstanding anything in Sections 4.05 and 4.06 to the contrary, the Project is subject to the City's enforcement of the "uniform codes" regulating building or construction standards which will apply to the Project at the time the City issues building permits.

4.08 Application of New Rules, Regulations and Policies. This Agreement does not prevent City in subsequent actions applicable to the Project Site from applying new rules, regulations and policies which do not conflict with those rules, regulations, and policies applicable to the Project Site and set forth herein; nor does this Agreement prevent City from denying or conditionally approving any subsequent development project application on the basis of such existing or new rules, regulations, and policies.

4.09 Approval of Subsequent Tentative and Final Maps. Although the Existing Rules determine the standards for granting or withholding approval of tentative, vesting tentative and final maps and tentative, vesting tentative and final parcel maps, the procedures for processing approval of all such maps must be governed by regulations as may then be applicable.

4.10 Changes in State and Federal Rules and Regulations. Nothing in this Agreement precludes the application to the development of the Project Site of changes in City's laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations as provided in Government Code § 65869.5.

4.11 Permitted Fees and Exactions. Except as otherwise provided in this Agreement, and specifically excluding fees set by entities not controlled by City that are collected by City, City may only charge and impose those Development Impact Fees and Exactions, including, without limitation, dedications and any other fee or tax (including excise, construction or any other tax) relating to development or the privilege of developing, which are in effect on a Citywide basis as of the Effective Date. This Agreement will not be construed to limit the authority of City to charge processing fees for land use approvals, building permits or other similar permits or entitlements which are in force and effect on a Citywide basis at the time application is made for such permits or entitlements and which are designed to reimburse City's expenses attributable to such application. Developer takes notice pursuant to Government Code § 66020(d) that City is imposing exactions upon the Project in accordance with the Mitigation Fee Act (Government Code § 66000, *et seq.*). Developer is informed that it may protest exactions in accordance with Government Code § 66020.

4.12 Term of Map(s) and Other Development Approvals. Pursuant to Government Code §§ 66452.6(a) and 65863.9, the term of any subdivision or parcel map that has been or may in the future be processed on all or any portion of the Project Site and the term of each of the Development Approvals will be extended for a period of time through the scheduled termination date of this Agreement as set forth in Section 2.04 above.

4.13 Timing of Development. To the maximum extent permitted by law, it is express intention of the parties that the development of the Project Site will not be subject to any subsequently enacted initiative or ordinances adopted in response to an initiative which in conflict with the Development Approvals and/or this Agreement including, without limitation, any subsequently enacted initiative or ordinance adopted regarding consistency with the Project and/or Development Approvals with the General Plan. Without limiting the foregoing, it is the further intention of the parties that development of the Project Site be exempt from any subsequently enacted initiative or ordinances adopted in response to an initiative or City Council action that limits the number of building permits which may be issued in any year or otherwise seeks to limit the Developer's development plan. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that, subject to any infrastructure phasing requirements that may be required by the Development Approvals, Developer may (without obligation) to develop the Project Site in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Notwithstanding this total exemption of the Project Site from local ordinances regulating the number of building permits which may be issued per year, if there is a judicial determination as a result of proceedings instituted by anyone not a party to this Agreement that the Project Site is subject to a subsequently adopted ordinance or initiative regulating the number of building permits which may be issued, then Developer shall be entitled to construct the number of residential units specified in the Development Approvals. As a material part of this Agreement, City agrees that it will not (except as otherwise specifically authorized herein) determine, or seek to have a judicial determination made, that the Project Site is subject to any subsequently enacted ordinance or initiative regulating the number of building permits which may be issued in any year. This commitment is necessary and in the best interests of the parties in order to provide the open space, parks, public facilities and infrastructure necessary to meet the requirements of the Development Approvals and the needs of City.

4.14 Moratorium. No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Project Site, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within City, or portions of City, will apply to the Project Site to the extent such moratorium or other limitation is in conflict with this Agreement; provided, however, the provisions of this Section do not affect City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.

4.15 Infrastructure Capacity. Subject to Developer's installation of infrastructure in accordance with the requirements of the Development Approvals, City acknowledges that it will have sufficient capacity in its infrastructure, services and utility

systems including, without limitation, traffic circulation, storm drainage, flood control, electric service, sewer collection, sewer treatment, sanitation service and, except for reasons beyond City's control, water supply, treatment, distribution and service, to accommodate the Project. To the extent that City renders such services or provides such utilities, City agrees that it will serve the Project and that there will be no restriction on hookups or service for the Project except for reasons beyond City's control.

4.16 Infrastructure Phasing Flexibility. Notwithstanding the provisions of any phasing requirements in the Development Approvals, Developer and City recognize that economic and market conditions may necessitate changing the order in which the infrastructure is constructed. Therefore, City and Developer agree that should it become necessary or desirable to develop any portion of the Project's infrastructure in an order that differs from the order set forth in the Development Approvals, Developer and City will collaborate and City will permit any reasonable modification requested by Developer so long as the modification continues to ensure adequate infrastructure is available to serve that portion of the Project being developed.

4.17 Development Agreement; Existing Rules; Development Approvals. In the event of any inconsistency between any Existing Rule, Development Approval or Future Development Approval and this Agreement, the provisions of this Agreement control.

4.18 Design/Development Standards. Notwithstanding the provisions of the Existing Rules, the following design/development standards apply to the Project:

(a) Easements dedicated for pedestrian use are permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable and other utilities and facilities so long as they do not unreasonably interfere with pedestrian use.

(b) The elevations and design standards of the units (the "Residential Design Standards") are reflected in attached Exhibit "C," which is incorporated by reference. The Residential Design Standards for all residential units within the Project are substantially in conformance with the Residential Design Standards set forth in Exhibit "C."

(c) Developer is authorized to apply for and receive grading permits and permits to construct infrastructure improvements before approval of a final map.

(d) The Developer is not required to provide additional common area open space including, without limitation, any park areas, in excess of what is shown on the Development Plan.

4.19 Model Homes. Before a final map is recorded, City agrees to issue building permits and occupancy certificates for the construction of model homes (and related model home complex structures) that will be used by Developer for the purpose of promoting sales of single-family residential units within the Project; provided, however, in no event is City required to issue more than five building permits for the construction of

model homes, and in no event is Developer permitted to sell or transfer any model home until a final map is recorded on that portion of the Project Site where the model home is located.

4.20 Reimbursement. Nothing in this Agreement precludes City and Developer from entering into any reimbursement agreements for the portion (if any) of the cost of any dedications, public facilities and/or infrastructure that City may require as conditions of the Development Approvals or the Future Development Approvals, to the extent that they are in excess of those reasonably necessary to mitigate the impacts of the Project.

4.21 Public Financing of Improvements. Developer may, from time to time, request City to establish one or more assessment and/or community facilities districts to finance infrastructure, public facilities and/or fees ("Financing Mechanism") that may be required in connection with the development of the Project. City agrees to use its best efforts to implement such requests subject to applicable state and federal law and to the Existing Rules.

4.22 Development Impact Fee Program. Developer will make public infrastructure improvements ("Improvements") that will serve the public interest as part of the Project including without limitation: the modification of power utility services (which may include undergrounding, relocation, raising, or other modifications), removal of an unsightly and ineffective retaining wall and other measures on an adjacent property that no longer supports the stabilization of the hillside and the reclamation of the sidewalk that extends along the Garvey Avenue at the Project's frontage. Developer and City have agreed that the costs to design and construct the Improvements will be eligible for a Development Impact Fee Program that will provide a credit to the Developer against certain Development Impact Fees in exchange for the Developer construction and dedication of the Improvements. If appropriate, the parties may enter into a separate DIF Credit Agreement that will be executed as a separate instrument and does not constitute an amendment to this Agreement.

SECTION 5. PERIODIC REVIEW

City will conduct a review of this Agreement as set forth in the following subsections.

5.01 Annual Review. City must review the extent of good faith compliance by Developer with the terms of this Agreement at least once every 12-month period from the Effective Date of this Agreement.

5.02 Procedure. Such annual review must be conducted in accordance with the MPMC.

5.03 Notice. City must notify Developer in writing of the date of review at least 30 days prior thereto.

5.04 Good-faith Compliance. During each annual review, Developer is required to demonstrate good faith compliance with the terms of this Agreement. Developer agrees

to furnish reasonable evidence of good faith compliance as City, in the exercise of its reasonable discretion, may require. If requested by Developer, City agrees to provide to Developer, a certificate that Developer, or a duly authorized assignee, transferee or successor in interest, is in compliance with the terms of this Agreement, provided Developer reimburses City for all reasonable and direct costs and fees incurred by City with respect thereto.

5.05 Production of Documents and Other Evidence. Developer agrees to furnish such reasonable evidence and adequate documentation of good faith compliance as City, in the exercise of its reasonable discretion, may require.

5.06 Cost of Annual Review. The costs incurred by City in connection with the annual review must be borne by Developer.

5.07 Failure to Conduct Annual Review. City's failure to perform an annual review pursuant to the terms of this Section 5 does not constitute a Developer default.

SECTION 6. OBLIGATIONS OF AND CONTRIBUTIONS BY DEVELOPER.

6.01 Contributions. In consideration of City entering into this Agreement, Developer has agreed to comply with the applicable provisions of the Development Approvals the Existing Rules in developing the Project and to perform certain obligations and provide certain contributions set forth therein, which City acknowledges will have an overall benefit to the public and surrounding area, including without limitation: the reclamation of the sidewalk adjacent the exterior perimeter of the Project Site along Garvey Avenue.

6.02 Mitigation Measures. Developer must comply with the Mitigation Measure and Reporting Plan ("MMRP") adopted via Resolution No. XXXX on XXXX, 2021 is incorporated by reference into this Agreement as if fully set forth. Failure to comply with the MMRP constitutes a material breach of this Agreement.

6.03 Green Construction. Developer agrees to analyze the feasibility of incorporating green construction practices, materials and features that are environmentally sustainable into the Project.

6.04 Nexus/Reasonable Relationship Challenges. Developer consents to, and waives any rights it may have now or in the future to challenge the legal validity of, the conditions, requirements, policies or programs required by the Existing Rules or this Agreement including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.

6.05 Cooperation By Developer. Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder, and cause Developer's planners, engineers, and all

other consultants to submit in a timely manner all required materials and documents therefore.

6.06 Other Governmental Permits. Developer must apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project Site as may be required for the development of, or provision of services to, the Project.

6.07 Reimbursement for City's Efforts on Behalf of Developer. To the extent that City, on behalf of (and requested by) Developer, attempts to enter into binding agreements with other entities in order to assure the availability of certain permits and approvals or services necessary for development of the Project as described in this Agreement, Developer must reimburse City for all costs and expenses incurred in connection with seeking and entering into any such agreement. Any fees, assessments or other amounts payable by City pursuant to any such agreement described herein must be borne by Developer except where Developer has notified City in writing, before City entering into such agreement, that it does not desire for City to execute such agreement.

6.08 City's Efforts to Defend and/or Enforce Multi-Agency Agreements. Developer must defend City in any challenge by any person to any agreement identified in Section 6.07, and must reimburse City for any costs and expenses incurred by City in enforcing any such agreement.

6.09 Water Meter Installation Fees. In order to provide firefighting capacity within each dwelling unit, Developer agrees to install fire sprinklers in all dwelling units, in accordance with the MPMC and City's Fire Department Regulations, and 1-inch water meters.

SECTION 7. OBLIGATIONS OF CITY.

In consideration of Developer entering into this Agreement, City has agreed to the following with respect to the development of the Project Site:

7.01 Processing. City recognizes that expeditious processing of ministerial permits and approvals and discretionary actions, if any, and any other approvals or actions required for the Project can be helpful to the Project. In recognition of this value, City agrees to reasonably cooperate with Developer to establish time frames for processing and reviewing such ministerial permits and approvals and discretionary actions and to comply with any timeframes established in the Development Approvals. Upon satisfactory completion by Developer of all required preliminary actions and payments of appropriate processing fees, if any, City must promptly commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development by Developer of the Project Site in accordance with the other Development Approvals including, without limitation, the following:

- (a) the holding of all required public hearings; and

(b) the processing and approval of all Ministerial Approvals and related matters as necessary for the completion of the development of the Project. In this regard, Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder as required by the Existing Rules and must cause Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefore as required by the Existing Rules.

7.02 Standard of Review. The rules, regulations and policies that apply to any Ministerial Approvals which must be secured before the construction of any portion of the Project must be the Existing Rules. Any Ministerial Approval, including without limitation a building permit, must be approved by City within a reasonable period of time after application is made therefor.

7.03 Contract Services. If requested by Developer, at Developer's expense, City must obtain outside contractual services as necessary to ensure prompt processing of all Development Approvals.

SECTION 8. AMENDMENTS.

8.01 Amendment by Mutual Consent. This Agreement may be amended from time to time by mutual written consent of the original parties or their successors in interest, with City's costs payable by amendment applicants, in accordance with the provisions of Government Code §§ 65867 and 65868 and provided that: (i) any amendment to this Agreement which does not relate to the term, permitted uses, density or intensity of use, height or size of buildings, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by Developer or any conditions or covenants relating to the use of the Project Site, does not require notice or public hearing before the parties may execute an amendment hereto; and (ii) any other amendment of this Agreement will follow the MPMC.

8.02 Amendment Exemptions. It is contemplated by City and Developer that Developer may, from time to time, seek amendments to one or more of the Development Approvals and Future Development Approvals. Any such amendments are contemplated by City and Developer as being within the scope of this Agreement as long as they are consistent with the Existing Rules and will, upon approval by City, continue to constitute the Development Approvals as referenced herein. The parties agree that any such amendments do not constitute an amendment to this Agreement nor require an amendment to this Agreement.

8.03 Amendment of Development Permits. Upon the written request of Developer, any Development Approval, including the Vesting Map and the Specific Plan may from time to time be amended or modified in the manner set forth in this Agreement, the Existing Rules and applicable State laws.

8.04 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer and the refinements and further development of the Project may demonstrate that clarifications are appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the term of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, they may effectuate such clarifications through operating memoranda approved by City and Developer, which, after execution, will be attached to this Agreement. No such operating memoranda constitute an amendment to this Agreement requiring public notice or hearing. The City Attorney is authorized to make the determination whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such a character to constitute an amendment to this Agreement pursuant to Section 8.01 above. The City Manager is authorized to execute any operating memoranda without City Council or Planning Commission action.

SECTION 9. TRANSFERS AND ASSIGNMENTS.

9.01 City's Intent. Developer has demonstrated, and City finds that Developer possesses, the experience, reputation and financial resources to develop and maintain the Project Site in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Project Site to a high quality standard contemplated by the General Plan that City is entering into this Agreement. Accordingly, restrictions on the right of Developer to assign or transfer the rights and privileges contained in this Agreement in whole or in part are necessary in order to assure the achievement of the objectives of the General Plan and this Agreement.

9.02 Developer's Right to Assign or Transfer. Subject to the provisions of this Section 9.02 and the provisions of Section 9.08 below, Developer may assign or transfer any of its rights or interests under this Agreement subject to consent of City, which consent will not be unreasonably withheld, delayed or denied.

9.03 Restriction on Assignment Does Not Constitute an Unreasonable Restraint on Alienation. Developer agrees that the restriction on its right to transfer any of its rights or interests under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to City to enter into this Agreement since the restriction reserves for City the power to prevent the transfer of any of the rights and obligations hereunder to an unreliable developer.

9.04 Restriction on Assignment Does Not Prevent Developer From Conveying the Project Site. The parties agree that the restriction on assignment without consent is limited solely to those certain vested rights created under this Agreement and such restriction does not affect Developer's right to convey the Project Site itself.

9.05 Request Procedure. City must administer the provisions of this Section through its Director. Developer must notify the Director and the City Manager in writing of its request for City's consent to an assignment or transfer (if required) under this Section,

together with a statement that if the Director does not notify Developer within thirty (30) days of receipt of the request, the request is deemed approved.

9.06 30-Day Period. If, within such 30-day period the Director does not so notify Developer, the request for consent is automatically deemed approved and no further action by Developer or City is necessary. Developer agrees to provide additional information as the Director may reasonably request within such 30-day period.

9.07 Assignment. Subject to the provisions of Section 9.02 above and the provisions of Section 9.08 below, the management control and responsibility of Developer and the expertise, competence, and financial strength of Developer are integral components of the consideration for City entering into this Agreement. In order to preserve such consideration for City and for City to receive full value, the parties hereto agree that the occurrence of any of the following events constitute, for purposes of this provision, an assignment:

(a) A change in the composition of ownership interests in and control of Developer, the result of which diminishes Developer's ownership interest to less than twenty percent (20%).

(b) A change in the composition of ownership interests in and control of the Project Site such that Developer's equity in the Project Site is reduced to less than fifty-one percent (51%).

9.08 Minor Assignments. The following transfers are considered minor assignments which are not subject to this Section:

(a) The granting of easements to any appropriate governmental entity or utility to facilitate the development of the Project;

(b) A sale of a completed residential unit to an individual purchaser; and

(c) A transfer to a "Developer Affiliate." The term "Developer Affiliate" means any of the following:

(i) Any corporation in which Developer owns or controls, directly or indirectly, fifty-one percent (51%) or more of the common stock (a "Developer Controlled Corporation"); and

(ii) Any general or limited partnership, or limited liability company or partnership in which Developer or a Developer Controlled Corporation is the managing general partner or member or, if not the managing general partner or member, a partner or member having fifty-one percent (51%) or more ownership interest.

9.09 Notice of Proposed Assignment. If City's consent to a transfer is required under this Section, Developer must provide City with adequate evidence that the proposed assignee, buyer or transferee is qualified using the standards and conditions

described in this Section, and ability to comply with these standards and conditions will be the test of reasonableness.

9.10 Conditions and Standards. The conditions and standards referred to above are as follows:

(a) Such assignee or transferee possesses the experience, reputation and financial resources to cause the Project Site to be developed and maintained in the manner contemplated by the General Plan and this Agreement;

(b) Such assignee or transferee enters into a written assumption agreement, in form and content satisfactory to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement;

(c) Such assignment or transfer will not impair the ability of City to achieve the objectives of this Agreement.

9.11 Financing Exemption. This Agreement does not prevent or limit Developer from encumbering the Project Site or any portion thereof or any improvements thereon with any mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance in which the Project Site, or a portion thereof or interest therein, is pledged as security, and contracted for in good faith and fair value in order to secure financing with respect to the construction, development, use or operation of the Project Site. Mortgages, deeds of trust, sales and lease-backs, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Project Site are permitted without the consent of City, provided City receives prior notice of such financing (including the name and address of the lender and the person or entities acquiring any such secured interest) and Developer retains the legal and equitable interest in the Project Site and remains fully responsible hereunder. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development. City acknowledges that the lender(s) providing such financing may require certain Agreement interpretations and modifications and agrees, from time to time, to meet with Developer and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any mortgagee of a mortgage or a beneficiary of a deed of trust ("Mortgagee") of the Project is entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement will defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Project made in good faith and for value.

(b) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City will provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice

of default to Developer. The Mortgagee has the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(c) No Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Developer or other affirmative covenants of Developer under this Agreement, or to guarantee performance. In addition, the Mortgagee shall have no right to develop or operate the Project Site without fully complying with the terms of this Agreement, and to the extent that any covenant to be performed by Developer is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance under this Agreement.

9.12 Notice of Assignment. Upon receiving approval of an assignment, Developer must provide City with written notice of such assignment and as part of such notice the assignee must execute and deliver to City an assumption agreement in which the name and address of the assignee is set forth and the assignee expressly and unconditionally assumes the obligations of all the provisions set forth in this Agreement.

9.13 Unapproved Assignments. If City reasonably makes the determination not to consent to the assignment or transfer of the rights and privileges contained in this Agreement, and Developer conveys the Project Site to a third party, in whole or in part, Developer must remain liable and responsible for all of the duties and obligations of this Agreement.

9.14 Notice of Sale of Project Site. Except for sales of individual residential units, Developer must give written notice to City, within 10 days after close of escrow, of any sale or transfer of any portion of the Project Site, specifying the name or names of the purchaser, the purchaser's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement must be given.

9.15 Liabilities Upon Transfer. Upon any transfer of any portion of the Project Site and the express assumption of Developer's obligations under this Agreement by such transferee, Developer is released from its obligations under this Agreement with respect to the Project Site, or portion thereof, so transferred arising subsequent to the effective date of such transfer and City agrees to look solely to the transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Project Site acquired by such transferee. A default by any transferee only affects that portion of the Project Site owned by such transferee and will not cancel or diminish in any way Developer's rights hereunder with respect to any portion of the Project Site not owned by such transferee. The transferee is responsible for the reporting and annual review requirements relating to the portion of the Project Site owned by such transferee, and any amendment to this Agreement between City and a transferee only affects the portion of the Project Site owned by such transferee.

SECTION 10. DELAYS IN PERFORMANCE.

10.01 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Developer and City are excused for performance of their obligations hereunder and the term of this Agreement will be extended during any period of delay caused by matters outside their reasonable control including, without limitation, civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, acts of terrorism, or restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder ("Permitted Delays").

10.02 Third Party Actions. Any court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not Developer is a party to or real party in interest in such action or proceeding, constitutes a Permitted Delay under this Section; provided, however, the filing of any third party lawsuit(s) against City or Developer relating to this Agreement, the Development Approvals, any Future Development Approvals or to other development issues affecting the Project Site will not delay or stop the development, processing or construction of the Project, approval of any Future Development Approvals, or issuance of Ministerial Approvals, unless the third party obtains a court order preventing the activity. City will not stipulate to or cooperate in the issuance of any such order without Developer's mutual consent.

10.03 Notice of Permitted Delays. City and Developer will promptly notify the other party of any delay hereunder as soon as possible after the same has been ascertained.

SECTION 11. DEFAULT.

11.01 Events of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, the failure or unreasonable delay by either party to perform any material term or provision of this Agreement for a period of 30 days after the dispatch of a written notice of default from the other party constitutes a default under this Agreement ("Event of Default"). If the nature of the alleged default is such that it cannot reasonably be cured within such 30-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure is deemed a cure within such period.

11.02 Notice of Event of Default. Any notice of an Event of Default given hereunder must specify in detail the nature of the alleged Event of Default and the manner in which such Event of Default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

11.03 Cure Period. Any party is in default of this Agreement if such party fails to perform or comply with the terms and conditions of this Agreement and does not cure that failure within the period of 30 days after written notice of default, or if such default is of a nature which cannot reasonably be cured within 30 days, then if such party does not cure such failure within such longer period of time as is reasonably required to cure such default, but not to exceed 45 days in the aggregate, provided that the defaulting party undertakes diligently and in good faith to commence such cure within not more than 10 business days after notice of default and is diligently and in good faith pursuing such cure to completion. However, the cure period can be longer than 30 days if it is reasonable under the circumstances or the repair or cure work takes longer than 30 business days to complete.

11.04 General Default Remedies. After notice and expiration of the 30-day period without cure, then after providing the defaulting party with at least 10 business days advance notice, the non-defaulting party may perform or cause to be performed such work. After delivering evidence of the cost of such work to defaulting party, which evidence will be reasonably documented, defaulting party must reimburse non-defaulting party for the cost of said work, plus a 10% administrative fee. Defaulting party must deliver said reimbursement within 10 business days after receiving the evidence of the amount of said costs. The non-defaulting party reserves the right to exercise any such rights and remedies against the defaulting party as it may have at law or in equity including, without limitation, the right to terminate this Agreement pursuant to Government Code § 65868 or seek mandamus, specific performance, injunctive or declaratory relief.

11.05 Remedies Cumulative. Any rights or remedies available to non-defaulting party under this Agreement and any other rights or remedies that such party may have at law or in equity upon a default by the other party under this Agreement must be distinct, separate and cumulative rights and remedies available to such non-defaulting party and none of such rights or remedies, whether or not exercised by the non-defaulting party, must be deemed to exclude any other rights or remedies available to the non-defaulting party. The non-defaulting party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting party considers appropriate.

11.06 Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto.

11.07 Developer Default. No building permit will be issued or building permit application accepted for any structure on the Project Site after Developer is determined by City, to be in material default of the terms and conditions of this Agreement, and until such default thereafter is cured by the Developer or is waived by City.

11.08 Waiver. All waivers must be in writing to be effective or binding upon the waiving party, and no waiver must be implied from any omission by a party to take any

action with respect to such Event of Default. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party does not constitute waiver of such party's right to demand strict compliance by such other party in the future.

11.09 Scope of Waiver. No express written waiver of any Event of Default must affect any other Event of Default, or cover any other period of time specified in such express waiver.

11.10 Venue. In the event that suit is brought by either party to this contract, the parties agree that venue is exclusively vested in the State courts of the County of Los Angeles or where appropriate, in the United States District Court, Central District of California, Los Angeles, California.

SECTION 12. TERMINATION.

12.01 Effect of Termination. This Agreement may be cancelled, in whole or in part, by mutual consent of the parties or their successors in interest in accordance with Government Code § 65867. Unless terminated earlier, pursuant to the terms of this Agreement, this Agreement automatically terminates upon the expiration of the Term. Termination of this Agreement, for any reason, does not, by itself, affect any right or duty arising from entitlements or approvals set forth under the Development Approvals. Upon termination of this Agreement, the rights, duties and obligations of the parties hereunder will, subject to the following provisions, cease as of the date of such termination.

12.02 Termination for Individual Lots. This Agreement will terminate with respect to any lot and such lot is released and no longer be subject to this Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.

12.03 Termination by City. If City terminates this Agreement because of Developer's default, then City retains any and all benefits, including money or land received by City hereunder.

SECTION 13. RELATIONSHIP OF PARTIES.

13.01 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project Site is a separately undertaken private development.

13.02 Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.

13.03 No Joint Venture or Partnership. City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith must be construed as making City and Developer joint venturers or partners.

13.04 No Third Party Beneficiaries. The only parties to this Agreement are Developer and City. There are no third party beneficiaries and this Agreement is not intended, and must not be construed, to benefit, or be enforceable by any other person whatsoever.

13.05 Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Development Agreement and this has resulted in a product of the joint drafting efforts of both parties. Neither party is solely or independently responsible for the preparation or form of this agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either party.

SECTION 14. STATEMENT OF COMPLIANCE.

Within 30 days following any written request which either City or Developer may make from time to time, the other will sign and deliver to the requesting party a statement certifying that: (1) this Agreement is unmodified and in full force and effect or, if there have been modifications hereto, that this Agreement is in full force and effect, as modified, and stating the date and nature of such modifications; (2) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such defaults; and (3) any other reasonable information requested. The failure to deliver such statement within such time is conclusive upon the party which fails to deliver such statement that this Agreement is in full force and effect without modification and that there are no uncured defaults in the performance of the requesting party. The City Manager is authorized to execute any such statement.

SECTION 15. APPLICABLE LAW.

This Agreement will be construed and enforced in accordance with the laws of the State of California.

SECTION 16. SUPERSESION OF SUBSEQUENT LAWS OF JUDICIAL ACTION.

The provisions of this Agreement will, to the extent feasible, be modified or suspended as may be necessary to comply with any new law or decision issued by a court of competent jurisdiction, enacted or made after the Effective Date which prevents or precludes compliance with one or more provisions of this Agreement. Immediately after enactment of any such new law, or issuance of such decision, the parties must meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement.

SECTION 17. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement or any Development Approval or any Future Development Approval, should any be obtained, the parties hereby agree to cooperate in defending said action or proceeding.

SECTION 18. HOLD HARMLESS AGREEMENT.

Developer hereby agrees to, and must defend, save and hold City and its elected and appointed boards, commissions, officers, agents, and employees harmless from, any and all claims, costs and liability for any damages, personal injury or death, which may arise, directly or indirectly, from Developer's or Developer's contractors', subcontractors', agents or employees' operations under this Agreement, whether such negligent operations be by Developer or by any of Developer's contractors, subcontractors, agents or employees. The foregoing hold harmless provision does not apply to any claims, costs or liability arising from the negligence or willful misconduct of City or City's contractors, subcontractors, agents or employees.

SECTION 19. INDEMNIFICATION.

Developer agrees to indemnify and hold City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from City's approval of Project No. DA-21-01, this Agreement, and all procedures with approving this Agreement (collectively, "Discretionary Approvals"). Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Discretionary Approvals, Developer agrees to defend City (at City's request and with counsel satisfactory to City) and will indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this Section "City" includes the City of Monterey Park's elected officials, appointed officials, officers, and employees.

SECTION 20. LIMITATION OF LIABILITY.

In no event will any present, past or future officer, director, shareholder, employee, partner, affiliate, manager, member, representative or agent of Developer or City (each, a "Related Party") have any personal liability, directly or indirectly, under this Agreement and recourse will not be available against any Related Party in connection with this Agreement or any other document or instrument heretofore or hereafter executed in connection with this Agreement.

SECTION 21. NOTICES.

Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally or by registered mail, return-receipt requested, by overnight delivery, or by facsimile. Notice, whether given by registered mail personal or other permitted form of delivery, must be deemed to have been given and received on the actual receipt by any of the addresses designated below as the party to whom notices are to be sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication must be given. Such notices or communications must be given to the parties at their addresses set forth below:

To City:

With a copy to:

Karl H. Berger
City Attorney

To Developer:

Karrie On
Center Int'l Investments
501 W. Garvey Avenue, #207
Monterey Park, CA 91754
karrie@centerintlinvestments.com

With a copy to:

Sheppard Mullin Richter & Hampton LLP
333 South Hope Street, 43rd Floor
Los Angeles, CA 90071
Attention: Alfred Fraijo Jr., Esq.
afraijo@sheppardmullin.com

SECTION 22. EXHIBITS.

22.01 Designation of Exhibits. The reference to a specified Exhibit in this Agreement is a reference to a certain one of the Exhibits listed below, as determined by the accompanying letter designation.

<u>EXHIBIT DESIGNATION</u>	<u>DESCRIPTION</u>
<u>Exhibit "A"</u>	Project Site Legal Description
<u>Exhibit "B"</u>	Development Plan
<u>Exhibit "C"</u>	Residential Design Standards
<u>Exhibit "D"</u>	Project and Plan B Schedule(s)

22.02 Incorporation by Reference. All Exhibits are incorporated by reference into this Agreement.

SECTION 23. SEVERABILITY.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

SECTION 24. RECORDATION.

In order to comply with Section 65868.5 of the Development Agreement Legislation and Section 21.44 of the MPMC, the parties do hereby direct the City Clerk to cause a copy of this Agreement to be recorded with the County Recorder of the County of Los Angeles, within 10 days after passage by City of the ordinance approving this Agreement. Amendments approved by the parties, and any cancellation or termination of this Agreement, will be similarly recorded.

SECTION 25. ENTIRE AGREEMENT.

Except for the Settlement Agreement, this Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof. To the extent any term and condition of the Settlement Agreement conflicts with this Agreement, the Settlement Agreement will take precedence. Except as otherwise specified in this Agreement and the Exhibits hereto, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits hereto.

SECTION 26. COUNTERPARTS.

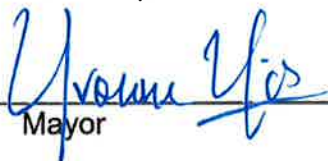
This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together constitutes one and the same instrument.

SECTION 27. ELECTRONIC SIGNATURES.

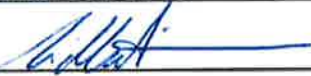
This Agreement may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written above.

City of Monterey Park

By: 
Mayor

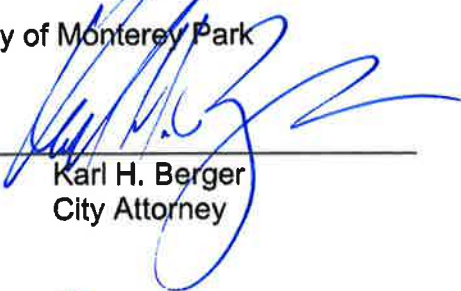
Willis Do, C.E.O
Willis Do, C.F.O

By: 

By: 

APPROVED AS TO FORM:

City of Monterey Park


Karl H. Berger
City Attorney

ATTEST:

By: 
City Clerk

*Notes: If the Developer is a Corporation, then this document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations' Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand. Developer's signature must be notarized.

ACKNOWLEDGMENT

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

State of California
County of LOS ANGELES

On JULY 21, 2021 before me, CRISTINA M GARCIA
(insert name and title of the officer)

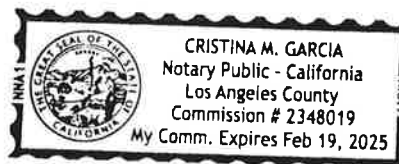
personally appeared KARL H BERGER
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 _____

(Seal)



STATE OF California)
) ss:
COUNTY OF Los Angeles)

On July 15th, 2021 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Willis Do, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public

STATE OF California)
) ss:
COUNTY OF Los Angeles)

On July 15th, 2021 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Willis Do, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public

STATE OF California)
) ss:
COUNTY OF _____)

On _____, 2021 before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

EXHIBIT "A"
PROJECT SITE LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION

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

LOT 1 OF TRACT NO. 34875, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 932, PAGES 16 TO 18 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5254-002-031

EXHIBIT "B"
DEVELOPMENT PLAN

EXHIBIT "B"
DEVELOPMENT PLAN

A. Permitted Uses

Single-family residences

B. Open Space

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

C. Minimum Lot Dimensions

Minimum width: 50

Minimum size: 7,515 square feet

D. Maximum Floor Area Ratio

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

E. Building Height

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

F. Setbacks

Front: 10 feet

Rear: 25 feet

Side: 5 feet

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

Height:

Lower Site Retaining Wall Maximum Height: 42 Feet

Upper Site Retaining Wall Maximum Height: 45 Feet

Wall Finish:

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

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

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



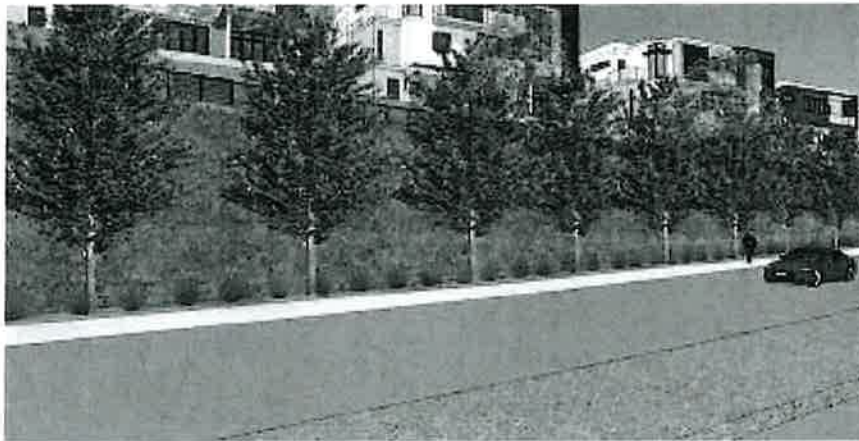
Wall Finish Option 2: Rock Finish (Sculpted and stained)



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



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



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

Wall Design:

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

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

H. Other Fences and Walls on Individual Residential Lots

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

Wood and masonry wall and fences are permitted.

No chain link in front yard area.

No barbed wire or other hazardous materials. I. Parking

Driveway width: 10 ft. minimum.

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

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

J. Landscaping

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

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

EXHIBIT "C"
RESIDENTIAL DESIGN STANDARDS

EXHIBIT “C” RESIDENTIAL DESIGN STANDARDS

A. Design Objectives and Intent

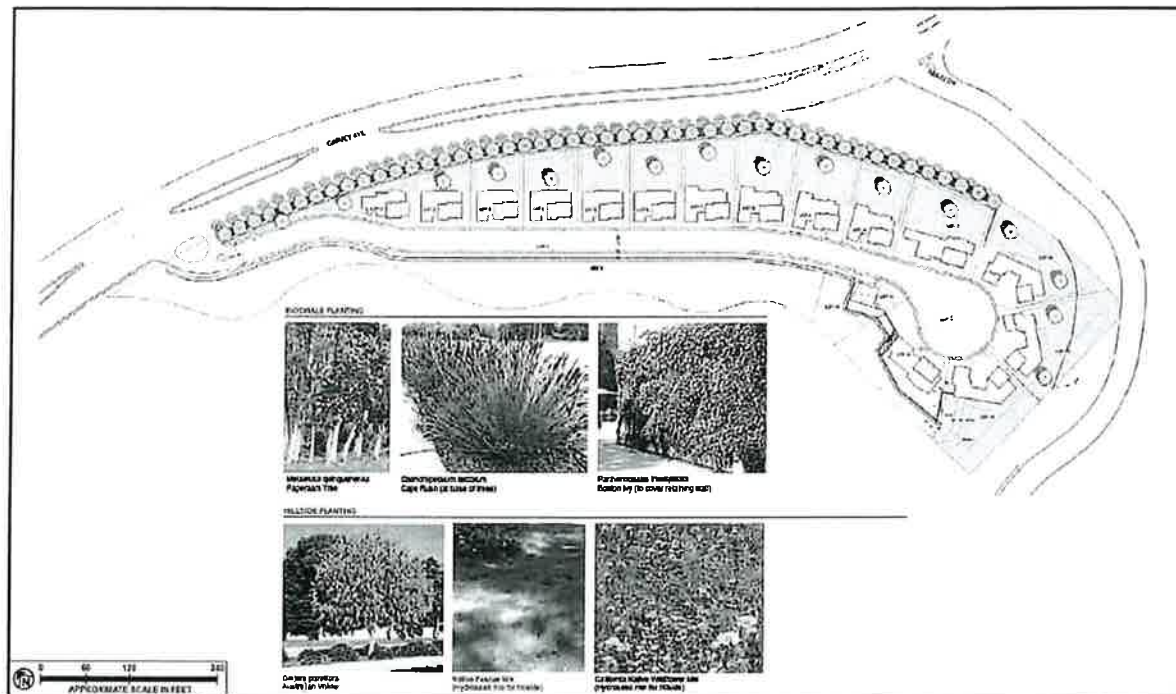
These Design Guidelines are provided to meet the intent of Chapter 21.36 Design Review in the MPMC by:

- Promoting the public health, safety, and general welfare by establishing regulations to preserve and protect existing neighborhoods.
- Preventing the development of structures or uses which are not of acceptable exterior design or appearance or are of inferior quality or likely to have a depreciation or negative effect on the local environment or surrounding area by reason of use, design, appearance, or other criteria.
- Assuring compatibility in the permitted use and enjoyment of property within the Specific Plan Area and the surrounding area by defining Design Guidelines to protect the use, integrity, and character of the neighborhood and surrounding properties.

B. Master Landscape Plan

The master landscape plan is provided in **Figure 1: Master Landscape Plan**.

Figure 1: Master Landscape Plan



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

C. Architectural Design

Figures 2a-d: Conceptual Elevations show the conceptual architectural design for the single-family residences. The lots accommodate eight different floor plans, each of which will be expressed through different exterior massing to ensure variety in the visual character of the residences. All residences will have flat roofs with a unified visual character created by the materials used, including exterior plaster, fiber cement siding and panels, textured stone veneer, colored aluminum frame doors and windows, and vertical wood slats and other wood accents. These color range for these materials will include white, off-white, light and dark grey, and brown.

Figure 2a: Conceptual Elevation

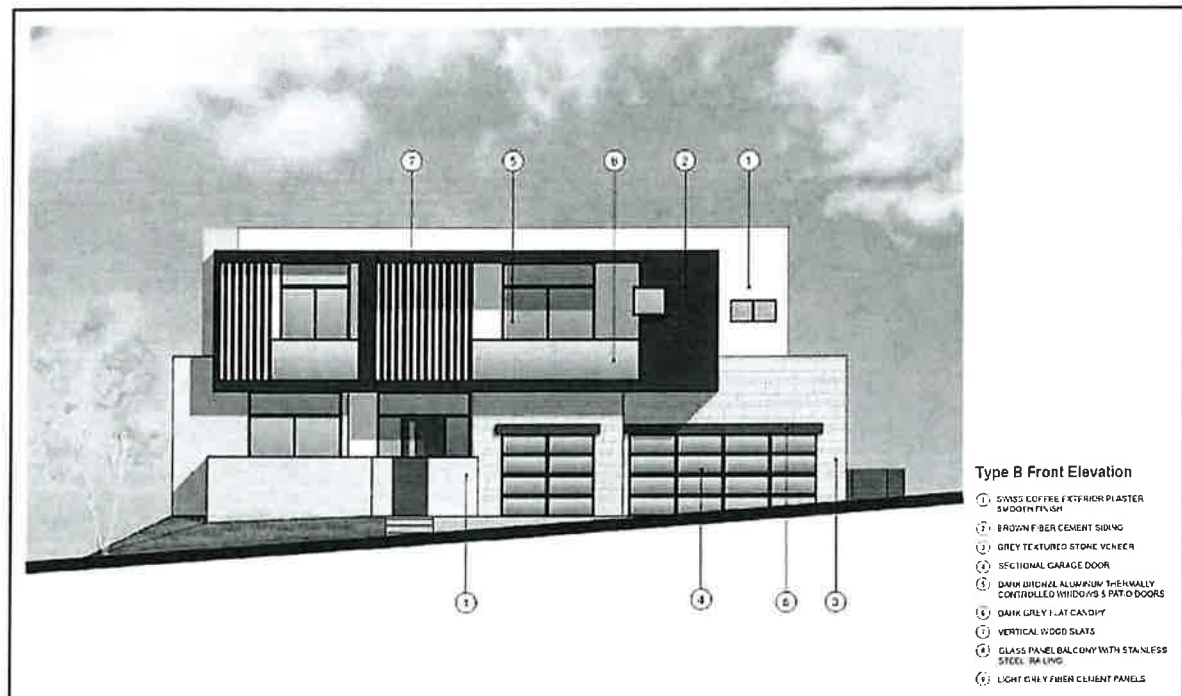


Figure 2b: Conceptual Elevation

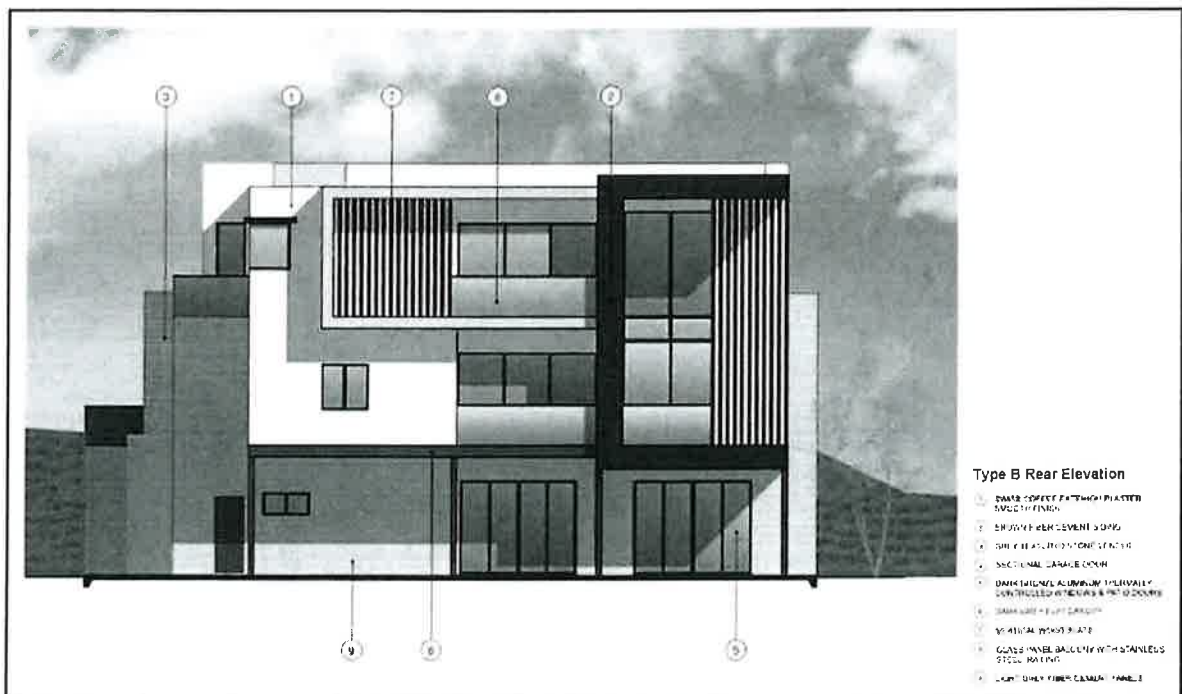


Figure 2c: Conceptual Elevation

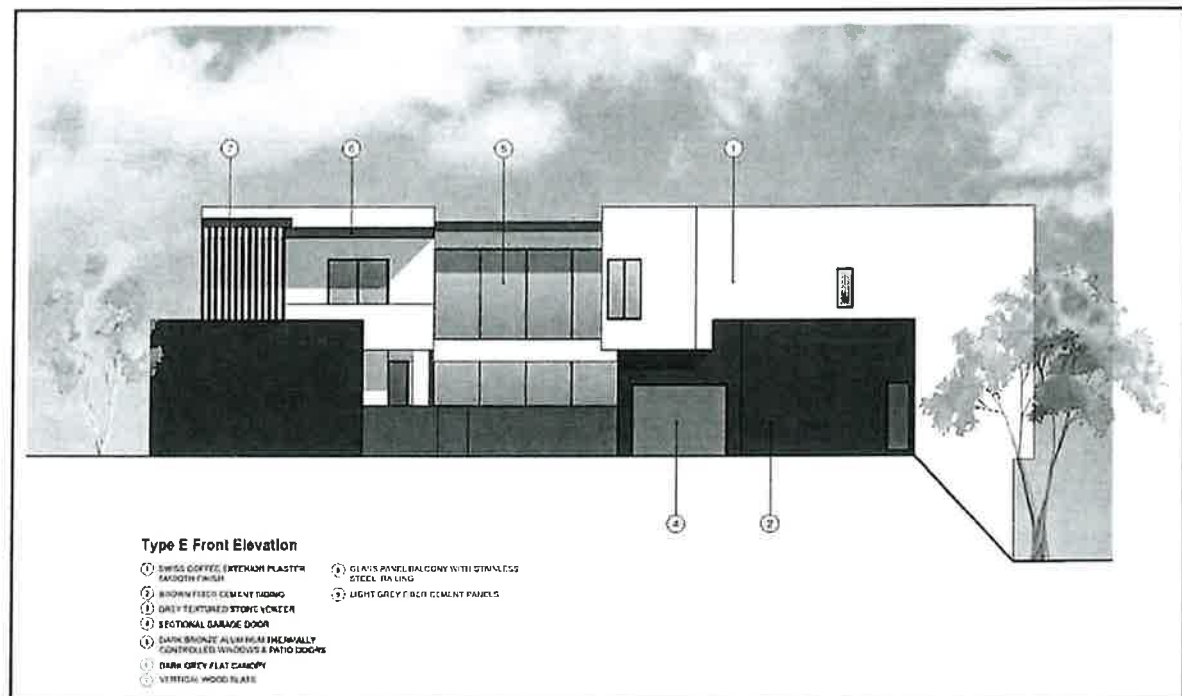


Figure 2d: Conceptual Elevation

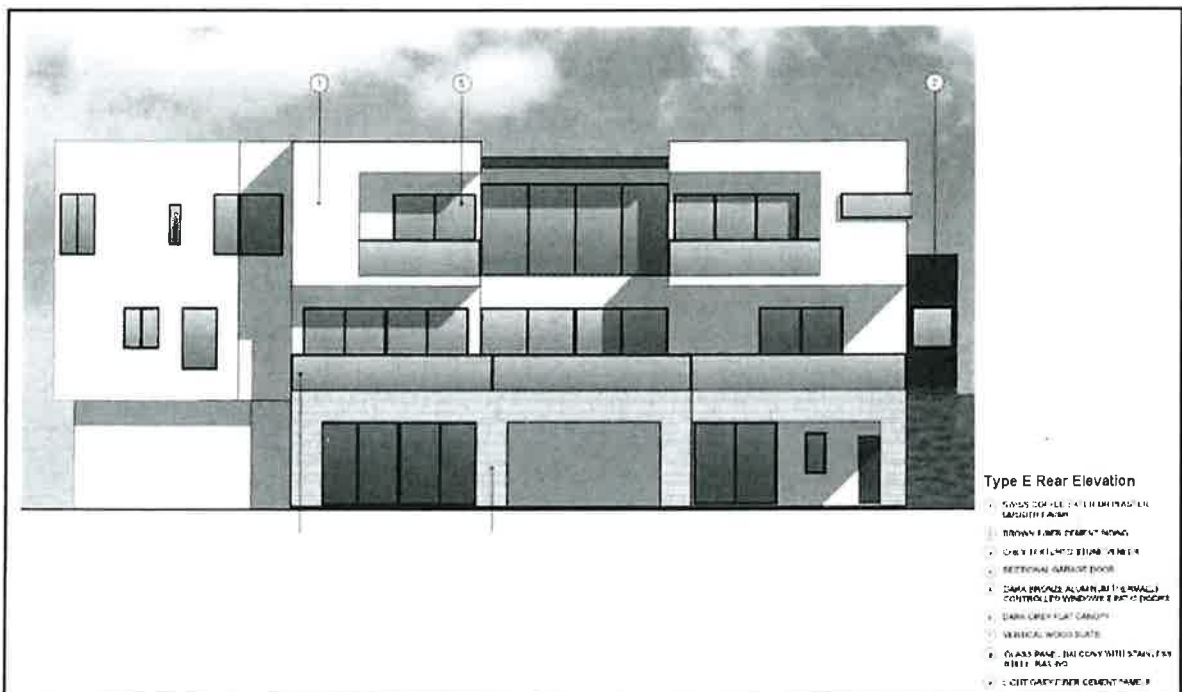


EXHIBIT "D"
PROJECT AND PLAN B SCHEDULE(S)

Option 2(A) Timeline:

Residential Development (Plan A) with Slope Stabilization (Plan B/B2)

Updated 06/01/20

- 05/22/20 – File Plan A Project Application with City [CII] **Received**
- 05/22/20 – File Plan A vesting tentative map (VTM) application with City [CII] **Received (6/1)**
- 05/29/20 – Submit Specific Plan to City [CII] **Received**
- 05/29/20 - Screencheck IS/EIR submitted to City [CII] **Received**
- 05/29/20 – NOP issued for 30-Day Review of Initial Study [City] **Draft Received**
- 06/22/20 – City determination regarding Project application completeness [City]
- 07/10/20 – Submit Draft EIR [CII]
- 07/10/20 – Publish DEIR/Notice of Availability/Notice of Completion for Circulation (30 days) [City]
- 08/21/20 – Submit Final EIR with Draft EIR comments addressed [CII]
- 09/28/20 – City staff approval of VTM/DA/Final EIR/Specific Plan [City]
- 10/13/20 – Planning Commission Hearing [City]
- 11/04/20 – City Council hearing: first reading [City]
- 11/05/20 – *If City Council denies Residential Development Project – Plan B2 Slope Stabilization*
Mobilization commences [CII/City]
- 12/02/20 – City Council hearing: second reading [City]
- 01/02/21 – Ordinance Effective [City]
- 01/15/21 – Horizontal permits issued [City]
- 02/02/21 – Final Map Recorded [City]
- 03/02/21 – File Writ Period Ends [City]
- 03/08/21 – Mobilize for Horizontal Improvements [CII]
- 04/05/22 – *If no go for Residential Development Project: Plan B2 Slope Stabilization complete per City*
approved plan [CII]
- 09/08/22 – Stabilization complete for the overall Residential Development Project [CII]



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.H.

To: The Honorable Mayor and City Council
From: Shawn Igoe, Public Works Director
Subject: Parcel Map 83733 – 423. N. McPherrin Avenue

Recommendation:

It is recommended that the City Council consider:

1. Adopting a resolution approving final Parcel Map No. 83733; and
2. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The Project was categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines § 15332 as a Class 32 categorical exemption (Infill Development).

Executive Summary:

The proposed final Parcel Map was reviewed by the Public Works Director for compliance with applicable law. The final Parcel Map is in substantial compliance with the approved tentative parcel map and applicable law; however, certain required public improvements have not yet been constructed. Because required improvements remain incomplete, the subdivider is entering into a subdivision improvement agreement; accordingly, City Council approval of the Parcel Map, the agreement, and the associated security is required per Monterey Park Municipal Code § 20.22.220.

Background:

This project consists of two detached residential dwelling units located at the west side of North McPherrin Avenue between Hillard Avenue and West Emerson Street. On April 16, 2024, the Tentative Parcel Map for this Project was approved, subject to the Subdivision Map Act (Gov. Code § 66410 *et seq.*) and applicable local regulations.

The developer has not yet constructed the public improvements required by the tentative parcel map. The public improvements include construction of a new curb, gutter, sidewalk, and driveway aprons in the street right-of-way; along the frontage of the site, required per City Standard Plans and Government Code § 66411 authority. Additionally, all on-site utility

services will be placed underground.

To ensure completion of these improvements, the developer must enter into a subdivision improvement agreement before recording the final Parcel Map. The developer provided acceptable sureties to guarantee construction of all on-site and off-site improvements, as follows:

	Faithful Performance	Labor and Materials
Public Improvement Bond	\$9,865.00	\$4,932.00
Grading Bond	\$975.00	N/A

Strategic Plan Goal:

N/A

Fiscal Impact:

The approval of this final Parcel Map has no fiscal impact on the City beyond the additional property tax the two parcels will generate.

Attachments:

1. Resolution
2. Subdivision Agreement
3. Subdivision Map

ATTACHMENT 1

Resolution

RESOLUTION NO.

A RESOLUTION APPROVING FINAL PARCEL MAP NO. 83733 FOR A TWO-DETACHED RESIDENTIAL DWELLING UNITS PROJECT AT 423 NORTH MCPHERRIN

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

SECTION 1: The City Council finds as follows:

- A. The Public Works Director reviewed a final parcel map for a Two- Detached Residential Dwelling project at 423 North McPherrin Ave (Final Parcel Map No. 83733);
- B. The City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines").
- C. Following a public hearing on April 9, 2024, the Planning Commission adopted a resolution that, among other things, approved a tentative parcel map for the Project with conditions.

SECTION 2: *Environmental Assessment.* 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 Project is consistent with the Mitigated Negative Declaration and Mitigation Monitoring Program adopted by City Council on July 21, 2021 per Resolution No. 12259. No additional environmental review is necessary.

SECTION 3: *Final Map Findings.* Based upon the entirety of the record including, without limitation, the staff report, the City Council approves Final Parcel Map No. 83733 for the following reasons:

- A. The Final Parcel Map substantially conforms with Tentative Parcel Map No. 83733; and
- B. The Final Parcel Map substantially conforms to the MPMC and Subdivision Map Act (Government Code §§66410, *et seq.*).

SECTION 4: *Delegation of Authority; Reservations.*

- A. In accordance with MPMC § 20.20.050, the City Engineer may take appropriate action to make technical corrections to the Final Parcel Map and, thereafter, the City Clerk may forward the Final Parcel Map to the Los Angeles County Recorder's Office for recordation.

- B. Before providing the Final Parcel Map to the City Clerk, the City Engineer must (in addition to ensuring that the Final Parcel Map meets all technical requirements of the MPMC and Subdivision Map Act) verify that the developer provided the City with (1) a subdivision improvement agreement, in a form approved by the City Attorney, to ensure the construction of all public improvements at the development; (2) a form of security approved by the City Attorney to guarantee performance under the subdivision improvement agreement.
- C. The City manager is authorized to execute the subdivision improvement agreement referenced in this Section.

SECTION 5: Severability. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provision or application and, to this end, the provisions of this Resolution are severable.

SECTION 6: 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 7: Recordation. The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or his duly appointed deputy, may attest thereto.

SECTION 8: Effective Date. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 9: The City Clerk is directed to mail a copy of this Resolution to the Applicant and to any other person requesting a copy.

PASSED AND ADOPTED this 1st day of May, 2026.

Elizabeth Yang, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

ATTACHMENT 2

Subdivision Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

No fee per Government Code § 6103

SUBDIVISION IMPROVEMENT AGREEMENT

PARCEL MAP NO. 83733

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of May, 2026, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") and Piong Ben Hong ("SUBDIVIDER").

The Parties agree as follows:

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

- A. SUBDIVIDER presented CITY with a final subdivision map on land identified as Map No. 83733 ("Map").
- B. SUBDIVIDER requested that CITY approve the Map before construction and completion of improvements including, without limitation, streets, highways, public ways, grading, fences, and public utility facilities ("Improvements") which are part of or appurtenant to the subdivision ("Subdivision") identified on the Map. The Improvements must be constructed in accordance with plans and specifications on file with CITY.
- C. This Agreement is entered into in accordance with the Subdivision Map Act ("Act") and applicable ordinances adopted by CITY including, without limitation, as codified in the Monterey Park Municipal Code ("MPMC").

2. **CONSTRUCTION OF IMPROVEMENTS.** At its sole cost and expense, SUBDIVIDER agrees to furnish the equipment, labor and materials necessary to complete the Improvements on the Map set forth in attached

Exhibit "A," which is incorporated by reference, and such other improvements required by CITY ordinances and/or the City Council when approving the Map. All of the above work, together with appurtenances, contingencies and engineering costs, are more particularly shown on the improvement plans for the Map. In addition, SUBDIVIDER agrees that because of condition No. 19 in Planning Commission Resolution No. 10-18, that it will construct and maintain the public streets, up to the centerline along the entire property frontages, identified as "423 N McPherrin Ave" in the manner set forth in plans entitled "Grading Plan" included in Public Works Permit No. PW 24-00169. If construction of the Street does not conform with CITY's standard specifications for public streets, SUBDIVIDER therefore agrees to provide a 10-year warranty for maintenance and reconstruction of the Street.

3. ESTIMATED COST OF IMPROVEMENTS.

A. The parties agree that the estimated cost of the improvement work, except for the Street, is \$15,814.00

B. The parties agree that the estimated cost of the Street is \$ 6,892.50.

4. **COMPLETION.** SUBDIVIDER must complete all Improvements within 12 months after recording the Map or within such further time as may be granted by the City Council.
5. **COMPLETION BY CITY.** Should SUBDIVIDER fail to complete the Improvements within the time for completion, CITY, at its option, may enter onto SUBDIVIDER's property to complete the Improvements at SUBDIVIDER's cost.
6. **WARRANTY OF IMPROVEMENT PLANS.** SUBDIVIDER warrants that the plans and specifications for the Improvements comply with the tentative map approval and the master plan for the Subdivision previously approved by CITY's Planning Commission and the City Council, together with all conditions made a part of such approval(s). SUBDIVIDER further warrants that the plans and specifications can be relied upon to accomplish the improvement work covered by this Agreement in a good, workmanlike manner and in accordance with accepted construction practices. Should the plans and specifications at any time before final acceptance of the Improvements prove to be inadequate in any respect, SUBDIVIDER agrees to make such changes deemed necessary by CITY to accomplish improvement work in a good, workmanlike manner and in accordance with accepted construction practices. SUBDIVIDER further agrees to make or cause to be made such engineering, soils and other reports as may be required by CITY.

7. CITY NOT LIABLE FOR PLANS AND SPECIFICATIONS. CITY is not an insurer or surety for the design or construction of the Subdivision. And no CITY official, officer, or employee is liable or responsible for any claim arising during construction of the Subdivision or Improvements, unless it can be shown that such person specifically directed that the Subdivision or Improvement be accomplished in a manner contrary to the wishes and desires of SUBDIVIDER, and SUBDIVIDER filed a written objection with the City Engineer before commencing such work or Improvement.

8. WARRANTY OF WORK.

A. SUBDIVIDER warrants that the Improvements will be constructed in a manner consistent with CITY's specifications and the highest industry standards. Should any Improvement fail to comply with warranty or any other provision of this Agreement within one year after CITY's final acceptance, SUBDIVIDER must, without delay and without cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements. Should SUBDIVIDER fail to act promptly or in accordance with this requirement or any other provision of this Agreement for 30 days after receipt of written notice from the City or should the exigencies of the case require repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, at its option, make the necessary repairs or replacements or perform the necessary work and SUBDIVIDER must pay to CITY the actual cost of such repairs plus 15% for CITY's administrative overhead costs. This Section is not a waiver of any other right CITY may have for correcting faulty workmanship or defective materials.

B. As to the Street, SUBDIVIDER warrants that the Street will be constructed in a manner consistent with Condition No. 19 and specifications approved by CITY that are generally consistent with the highest industry standards. Should the Street fail to comply with this warranty or any other provision of this Agreement within 10 years after CITY's final acceptance, SUBDIVIDER must, without delay and without cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Should SUBDIVIDER fail to act promptly or in accordance with this requirement or should the exigencies of the case require repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, at its option, make the necessary repairs or replacements or perform the necessary work and SUBDIVIDER must pay to CITY the actual cost of such repairs plus 15% for CITY's administrative overhead costs. This Section is not a waiver of any other right CITY

may have for correcting faulty workmanship or defective materials.

9. **REPAIRS AND REPLACEMENTS.** SUBDIVIDER must replace/repair, as appropriate, all pipes and monuments shown on the Map destroyed or damaged by SUBDIVIDER's actions and to replace/repair, as appropriate, any property damaged or destroyed by SUBDIVIDER. Any such repair or replacement must be completed to City's satisfaction and approval.

10. **CITY'S RIGHT OF ENTRY.** SUBDIVIDER grants City a license to enter SUBDIVIDER's property to inspect the improvements constructed by SUBDIVIDER and to ensure compliance with this Agreement.

11. **CONTRACT SECURITY.**

- A. Concurrently with the execution of this Agreement, SUBDIVIDER must furnish:
 - i. A surety bond in an amount equal to at least 100% of the estimated cost of improvements as security for the faithful performance of this Agreement;
 - ii. A separate surety bond in an amount equal to at least 100% of the contract price for said improvements as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement.
- B. SUBDIVIDER agrees that the form of the bonds provided by City are substantially similar to Government Code §§ 66499.1 and 66499.2.

12. **MAINTENANCE BONDS.**

- A. Except as to the Street, the bonds referred to in Section 11 will not be released until a surety bond guaranteeing the warranty requirements of Section 8 in the amount of at least 10% of the sum shown in Section 3 is filed with CITY. The maintenance bond will be released 1 year from the date of final acceptance of the Improvements.
- B. As to the Street, the bonds referred to in Section 11 will not be released until a surety bond guaranteeing the warranty requirement of Section 8(B) in the amount of at least 110% of the sum shown in Section 3 as to the Street is filed with CITY. The maintenance bond will be released 10 years from the date of final acceptance of the Street.

13. PERFORMANCE BY CITY OR SURETY.

- A. Should SUBDIVIDER fail to construct the improvements in the manner and at such locations as specified within the time requirements of this Agreement, or if SUBDIVIDER is not carrying out the intent of this Agreement, CITY may serve written notice upon SUBDIVIDER and the surety on SUBDIVIDER's faithful performance bond demanding satisfactory compliance with this Agreement.
- B. Should CITY serve such written notice, CITY may do any one, or combination of the following:
 - i. Serve written notice upon the surety on its faithful performance bond demanding satisfactory compliance with this Agreement. In such event the surety must, within five days, assume control and construct the Improvements as SUBDIVIDER's successor;
 - ii. CITY may construct the improvements itself, or by contract at SUBDIVIDER's expense on a time a materials basis. In such event, CITY may take possession of and utilize in completing improvement construction, materials, appliances, and other property belonging to SUBDIVIDER as may be on the site of the work without liability to CITY. SUBDIVIDER's surety will be liable to CITY for any excess cost of damages incurred by CITY.
- C. Nothing in this Section waives, or serves as a limitation upon, any additional remedy CITY may have under this Agreement or applicable law.

14. SURETY BOND TO INCLUDE LETTER OF CREDIT. The term "surety bond" also includes such other acceptable security, such as letters of credit or cash deposit agreements issued by responsible financial institutions, which are approved by the City Attorney. The term "surety" includes the issuer of any letter of credit or cash deposit agreement, which is acceptable to CITY as security for the performance of this Agreement. Sureties must be admitted to do business in California.

15. BEST MANAGEMENT PRACTICES. SUBDIVIDER agrees to use best management practices ("BMPs"), as that term is defined under applicable law including, without limitation, the Monterey Park Municipal Code, in constructing the improvements anticipated by this Agreement. SUBDIVIDER's failure to comply with the terms of this Section constitutes a material breach of this Agreement.

16. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by SUBDIVIDER under this Agreement are CITY's property. SUBDIVIDER may retain copies of said documents and materials as desired, but must deliver all original materials to CITY upon CITY's written notice.

17. **INDEPENDENT CONTRACTOR.** CITY and SUBDIVIDER agree that SUBDIVIDER will act as an independent contractor and will have control of all work and the manner in which it is performed. SUBDIVIDER will be free to contract for similar service to be performed for other employers while under contract with CITY. SUBDIVIDER is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct SUBDIVIDER as to the details of doing the work or to exercise a measure of control over the work means that SUBDIVIDER will follow the direction of CITY as to end results of the work only.

18. **CASH CHARGES.** SUBDIVIDER must pay to CITY in cash such subdivision fees that are established by ordinance or by the City Council in conferring approval or extension of time to the Subdivision.

19. **INDEMNIFICATION.**

- A. SUBDIVIDER indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, SUBDIVIDER must defend CITY (at CITY's request and with counsel satisfactory to CITY) and indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and, certified volunteers.
- C. The Parties agree that this section will remain in full force and effect for 10 years following substantial completion by SUBDIVIDER of the improvements.
- D. The requirements as to the types and limits of insurance coverage to be maintained by SUBDIVIDER, and any approval of such

insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by SUBDIVIDER pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, SUBDIVIDER must 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 (combined single)</u>
Commercial general liability:	\$ 2,000,000
Professional Liability	\$ 2,000,000
Workers compensation	statutory requirement

- B. Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name 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 CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon 30 days prior written notice to CITY.
- C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” SUBDIVIDER will continue to renew the insurance for a period of 3 years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover SUBDIVIDER for all claims made by CITY arising out of any errors or omissions of SUBDIVIDER, or its officers, employees or agents during the time this Agreement was in effect.

D.SUBDIVIDER must furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A: VII." Certificate(s) must reflect that the insurer will provide 30-day notice of any cancellation of coverage. SUBDIVIDER will 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.

21. NOTICES.

- A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

The City

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

To Subdivider

Piong Ben Hong
61 W. Lemon Ave
Arcadia, CA 91007

- B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.
- C. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

22. COMPLIANCE WITH LAW. SUBDIVIDER will comply with all laws applicable to this Agreement including, without limitation, federal, state, and local laws requiring permitting and licenses. All such compliance will be at SUBDIVIDER's own cost.

23. CONSTRUCTION. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

24. **SEVERABLE.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.
25. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.
26. **WAIVER.** Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.
27. **GOVERNING LAW.** This Agreement has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.
28. **AUTHORITY/MODIFICATION.** This Agreement is subject to and conditioned upon approval and ratification by the Monterey Park City Council. This Agreement is not binding upon CITY until executed by the City Manager. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement. CITY's City Manager may execute any such amendment on behalf of CITY.
29. **BINDING UPON SUCCESSORS.** The terms of this Agreement constitute a burden and benefit upon the Property. Accordingly, this Agreement will be recorded and the term will run with the Property and become binding upon SUBDIVIDER's heirs, successors and assigns.
30. **ENTIRE AGREEMENT.** This Agreement constitutes the sole agreement between SUBDIVIDER and CITY respecting the maintenance of the Property's common areas and correctly sets forth the obligations of SUBDIVIDER and CITY. There are no other understandings, terms or other agreements expressed or implied, oral or written.

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

CITY OF MONTEREY PARK,
a municipal corporation

Inez Alvarez, City Manager

Piong Ben Hong
Piong Ben Hong, Owner

City Council Approval: _____

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:

By: _____
Karl H. Berger, City Attorney

EXHIBIT A

Map No. 83733

All improvements marked are included:

- (X) Public street improvements including **grading, paving, curbs, gutter, sidewalks, traffic control devices, street name signs, street lights, street landscaping, and appurtenances.**
- (X) Public sanitary sewers including mains, laterals, and appurtenances.
- (X) Private sanitary sewers including mains, laterals, and appurtenances.
- (X) Natural gas supply system including mains, service laterals, and appurtenances.
- (X) Electric power distribution system including vaults, conduits, cables, conductors, service laterals, transformers, and appurtenances.
- (X) Telephone system including vaults, conduits, cables, conductors, service laterals, and appurtenances.
- (X) Cable television system, including vaults, conduits, cables, conductors, service laterals, and appurtenances.
- (X) Private storm drains including pipes, outlets, and appurtenances.
- (X) Lot grading, including land clearing, earth moving compaction, import or export of soil, and appurtenances.
- (X) Walls including retaining walls, perimeter walls, and appurtenances.
- (X) Off-street landscaping including trees, bushes, shrubs, turf, irrigation system, and appurtenances.

ATTACHMENT 3

Subdivision Map

1 PARCEL
10,375 SQ. FT.

PARCEL MAP NO. 83733

SHEET 1 OF 2 SHEETS

IN THE CITY OF MONTEREY PARK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF LOT 197 OF
RAMONA ACRES, PLAT NO. 2, AS PER MAP RECORDED IN
BOOK 11, PAGE 50 OF MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

JACK C. LEE, PLS NO. 8407 CAL LAND ENGINEERING OCTOBER, 2021

SUBDIVIDER'S STATEMENT:

I HEREBY STATE THAT I AM THE SUBDIVIDER OF THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND I CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

Piong Bin Hong
PIONG BIN HONG (SUBDIVIDER)

RECORD OWNER:

RECORD OWNER IS PIONG BIN HONG.

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ON 7-3-25, BEFORE ME, Jacqueline Cheou, PERSONALLY

APPEARED Piong Bin Hong 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 Jacqueline Cheou

PRINTED NAME: Jacqueline Cheou

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.

MY COMMISSION NO. 2463228 MY COMMISSION EXPIRES: 10-9-2027



CONDOMINIUM NOTE:

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 2 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS WHICH WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PIONG BIN HONG ON OCTOBER 1, 2021. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

June 12, 2025
DATE

Jack C. Lee
JACK C. LEE
PLS 8407

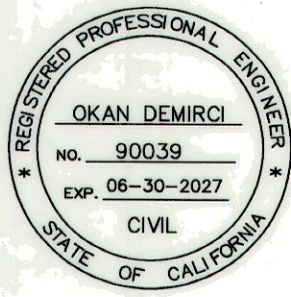


CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL SUBDIVISION ORDINANCES OF THE CITY OF MONTEREY PARK APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

Ok Demirci
OKAN DEMIRCI, CITY ENGINEER
CITY OF MONTEREY PARK
R.C.E.: 90039 EXPIRES: 6-30-2027

7/29/25
DATE



CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

David G. Gilbertson
DAVID G. GILBERTSON, L.S. NO. 6941
ACTING CITY SURVEYOR

7/10/25
DATE



CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MONTEREY PARK ON _____ APPROVED THIS MAP.

MAYCHELLE YEE
CITY CLERK-CITY OF MONTEREY PARK

DATE

SPECIAL ASSESSMENT STATEMENT:

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF MONTEREY PARK, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER
CITY OF MONTEREY PARK

DATE

LOS ANGELES COUNTY TAX CERTIFICATES:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 83733 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____
DEPUTY

PARCEL MAP NO. 83733

FOR CONDOMINIUM PURPOSES

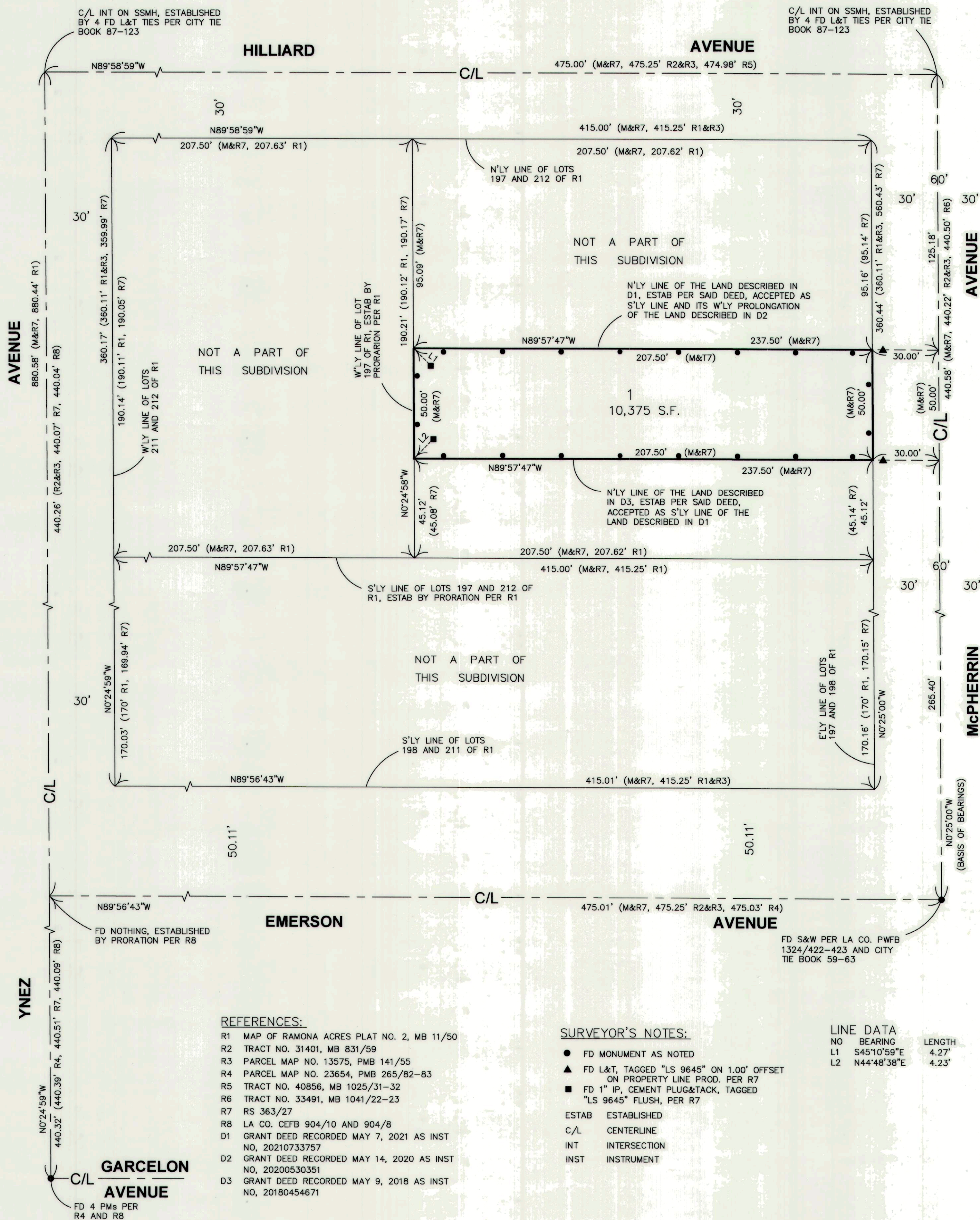
JACK C. LEE, PLS NO. 8407

CAL LAND ENGINEERING

OCTOBER, 2021

LEGEND:

INDICATES THE BOUNDARY OF THE
LAND BEING SUBDIVIDED BY THIS MAP.



BASIS OF BEARINGS:

BASIS OF BEARINGS.
THE BEARING SHOWN HEREON ARE BASED ON THE BEARING
N0°25'00"W OF THE CENTERLINE OF McPHERRIN AVENUE AS
SHOWN ON PARCEL MAP NO. 13575, RECORDED IN BOOK
141 PAGE 55 OF PARCEL MAPS.



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.I.

To: The Honorable Mayor and City Council
From: Shawn Igoe, Public Works Director
Subject: Orange Coast Petroleum Equipment, Inc. Amendment

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a First Amendment to Agreement 2431-AE with Orange Coast Petroleum Equipment, Inc., in a form approved by the City Attorney, in the amount of \$55,908, plus a contingency of 10%, for the purchase and installation of a fuel tank monitoring system;
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The City's current fuel tank monitoring system has reached the end of its functional life. It is recommended that City Council approve a First Amendment to Agreement No. 2431-AE with Orange Coast Petroleum Equipment, Inc., as part of Capital Improvement Project ("CIP") 95063-City Fuel Pump Improvements, for an additional amount of \$55,908, plus a contingency of 10%, for the purchase and installation of a monitoring system for the City fleet fuel tanks, as part of the completion of fuel system improvements.

Background:

On June 18, 2024 City Council authorized the purchase of a fuel management and delivery system, CIP No. 95063-City Fuel Pump Improvements. During the improvements, staff identified the current fuel tank monitoring system needed replacement. The current fuel tank monitoring system is obsolete and is no longer supported by the manufacturer. In March 2026, the Public Works Director ("Director") obtained quotes for the purchase and installation of a fuel tank monitoring system and received quotes from Orange Coast Petroleum, Inc. for \$47,483.09 and Tank Specialists of California for \$47,810.40 (excluding permit fees).

The quote received from Orange Coast Petroleum, Inc. provided the lowest responsive

quotation for the purchase and installation of a fuel tank monitoring system, specifically identifying the Veeder-Root TLS4B Automatic Tank Gauge (ATG) as the best fit for the City's fuel monitoring needs. The Veeder-Root system upgrades the outdated, manual system to an automated system with inventory tracking and web-enabled remote connectivity, which are essential for operating the City's two fueling stations and its fleet. In addition, the Veeder-Root system integrates with the City's Faster Asset fleet management software to provide real-time fuel inventory data and reconcile fuel usage. The additional work is within the scope of the original Agreement No. 2431-AE and is necessary to complete the City's fuel system improvements.

Upgrading to a modern monitoring system ensures accurate fuel accounting and uninterrupted fleet operations. The Director recommends a First Amendment with Orange Coast Petroleum, Inc. for an additional amount of \$55,908, which includes \$7,000 in anticipated permit fees, plus a contingency of 10%, to move forward with the purchase and replacement of a monitoring system for the City fleet fuel tanks.

Strategic Plan Goal:

N/A

Fiscal Impact:

The total purchase cost for the fuel tank monitoring system is \$55,908, plus a contingency of 10%. Funding for purchase and replacement of the fuel tank monitoring system is available through CIP No. 95063.

Attachments:

1. Orange Coast Petroleum Equipment, Inc. Quote

ATTACHMENT 1

Orange Coast Petroleum Equipment, Inc. Quote



ORANGE COAST

PETROLEUM EQUIPMENT, INC.

City of Monterey Park
Beverly Garcia
bgarcia@montereypark.ca.gov

Date: April 8, 2026
Quote #: EQ030DFH26 - Rev 2
Job Name: Tank Monitor Replacement

Dear Beverly:

Per your recent inquiry, I am pleased to quote as follows:

Equipment Summary:

City Yard

- Permit Services \$4,500.00 Extended Net Price
- TLS-4B Monitor System \$11,375.00 Extended Net Price
- Installation Services \$3,850.00 Extended Net Price

City Yard

- Permit Services \$4,500.00 Extended Net Price
- TLS-4B Monitor System \$16,460.00 Extended Net Price
- Installation Services \$3,850.00 Extended Net Price

Pricing Summary:

VR TLS4B System	City Yard	Fire Station 61	City Yard & FS # 61
Equipment	\$11,375.00	\$16,460.00	\$27,835.00
10.25% Sales Tax	\$1,165.94	\$1,687.15	\$2,853.09
In-Bound Freight	\$95.00	\$95.00	\$95.00
Installation Services	\$8,350.00	\$8,350.00	\$16,700.00
Bonding Fees:	\$629.58	\$797.76	\$1,424.49
Project Grand Total	\$22,245.09	\$27,389.91	\$48,907.58

Notes / Exclusions:

- This quotation is based upon information received by us at the time of quotation.
- No fire extinguishers, or other accessories included.**
- No site preparation, concrete work, crash poles, or cabling included.**
- Public Work Fees are extra and will be billed at cost plus 15% (Assume \$3,500 per site).**
- No fire, local, state, or federal permits or fees included.**
- Prices are good for 30 days and payment terms are based on credit approval.

If I can be of any additional assistance, please call me at (714) 744-4049 or fax at (714) 744-0638.

Sincerely,

David F. Hoferer

Quote Options / Product Descriptions

City Yard

Permitting Services:

1 LA County Public Works Permitting Services

- Plan Development and Submittal
- Application Completion and Submittal
- * Fees By Others (Billed at Cost plus 15%)
- ** Does Not Includes Architect or Engineer Stamps
- *** Does Not Include Conditional Use Permit Filings or Fees
- **** Does Not Include CERS, SPCC, or Hazardous Material Plan Updates

Unit Net Price: \$4,500.00
Extended Net Price: \$4,500.00

Tank Monitoring System:

1 Veeder-Root TLS4B Monitoring System

Qty	Description
1	TLS-4B ATG Console w/ Color Touch Screen Display
1	TLS4B Application Software
1	SS Mag Plus Probe w/ HGP Canister & Water Detection for 8' Tank
1	2" Product Float Kit with 10' Cable - Gasoline
3	Non-Discriminating Sump Sensor
1	Interstitial Sensor - Fiberglass Tanks

Unit Net Price: \$11,375.00
Extended Net Price: \$11,375.00

Installation Services:

1 Installation, Start-Up & Certification

- Disconnect and Remove Existing Incon Tank Monitor Console, Probe, & Sensors
- Install One Tank Probe with Gasoline Float Kit, Three Sump Sensors, and One Annular Space Sensor for Fiberglass Tank
- Connect Probe, Sensors, & Console to Existing Cables and Power Supply
- Program Veeder-Root Console
- Conduct Monitor Certification and Complete Required Paperwork

Unit Net Price: \$3,850.00
Extended Net Price: \$3,850.00

Quote Options / Product Descriptions

Fire Station 61

Permitting Services:

1 LA County Public Works Permitting Services

- Plan Development and Submittal
- Application Completion and Submittal
- * Fees By Others (Billed at Cost plus 15%)
- ** Does Not Includes Architect or Engineer Stamps
- *** Does Not Include Conditional Use Permit Filings or Fees
- **** Does Not Include CERS, SPCC, or Hazardous Material Plan Updates

Unit Net Price: \$4,500.00

Extended Net Price: \$4,500.00

Tank Monitoring System:

1 Veeder-Root TLS4B Monitoring System

Qty	Description
1	TLS-4B ATG Console w/ Color Touch Screen Display
1	TLS4B Application Software
2	SS Mag Plus Probe w/ HGP Canister & Water Detection for 8' Tank
1	4" Product Float Kit with 10' Cable - Diesel
1	2" Product Float Kit with 10' Cable - Gasoline
2	Non-Discriminating Sump Sensor
2	Interstitial Sensor - Steel Tanks

Unit Net Price: \$16,460.00

Extended Net Price: \$16,460.00

Installation Services:

1 Installation, Start-Up & Training

- Disconnect and Remove Existing Incon Tank Monitor Console and Sensors
- Install Two Tank Probes, One Gasoline Float Kit, One Diesel Float Kit, Two Sump Sensors, and Two Annular Space Sensors for Steel Tanks
- Connect Probes, Sensors, & Console to Existing Cables and Power Supply
- Program Veeder-Root Console
- Conduct Monitor Certification and Complete Required Paperwork

Unit Net Price: \$3,850.00

Extended Net Price: \$3,850.00



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.J.

To: The Honorable Mayor and City Council
From: Shawn Igoe, Public Works Director
Subject: Garvey Ranch Park Shade Structure Award of Contract

Recommendation:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract, in a form approved by the City Attorney, with R.E. Schultz Construction, Inc. in the amount of \$98,416 for Garvey Ranch Shade Structures Installation, Specification No. 2026-002;
2. Authorizing the Public Works Director to approve change orders not to exceed \$9,850 over the total contract amount; 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) because it involves the replacement and minor alteration of existing park structures with no expansion of use.

Executive Summary:

Per Resolution No. 2025-R58, the Public Works Director solicited bids for the Garvey Ranch Shade Structures Installation Project, Capital Improvement Project No. 95062. The public bid opening for this project was held on April 22, 2026. One bid was received from R.E. Schultz Construction, Inc.

The Public Works Director recommends that the City Council authorize the City Manager to execute a Public Works contract with R.E. Schultz Construction, Inc. for the Garvey Ranch Shade Structures Installation Project in the amount of \$98,416 plus \$9,850 contingency.

Background:

The City's FY 2025-26 budget includes Capital Improvement Project ("CIP") No. 95062- Garvey Ranch Gazebo Replacement. The original wood gazebos were constructed in 1983

and following an inspection in 2025, it was determined there was severe wood rot that affected the structural integrity. They were demolished shortly after to ensure the safety of the public.

Following the demolition, staff attempted to salvage the existing gazebo columns to be included as part of the new replacement shade structures. However, a structural evaluation determined that in order to meet current seismic code, significant structural retrofit would be required, which was deemed to be cost prohibitive.

The Public Works Director and the Recreation Director determined the best course of action was to purchase replacement shade structures that included poles. New footings for the poles are required to be constructed. The existing gazebos included a sink in the middle, which will remain, and the center column will remain which will be used to attach new lighting. The center column will not interfere with the proposed shade structure, which is taller.

On March 4, 2026, City Council approved the designs for the shade structures located at Garvey Ranch Park and approved a purchase order to procure the shade structures from Superior Recreation Products. Staff prepared a bid package for the installation of the shade structures and the project was advertised on April 1, 2026.

The public bid opening for the Garvey Ranch Shade Structures Installation Project was held on April 22, 2026 and it included just one bid from R.E. Schultz Construction, Inc.

The bid submitted by R.E. Schultz Construction, Inc. is the lowest responsive bid from a responsible bidder. R.E. Schultz Construction, Inc. contractor license was verified with the California State Contractor's License Board to be current, active, and in good standing. Registration with the California Department of Industrial Relations (DIR) was verified. Staff also checked the contractor's references and received positive feedback. R.E. Shultz Construction, Inc. has performed work for the City in the past and have completed the work satisfactorily.

It is recommended that the City Council award the project to R.E. Schultz Construction, Inc. for a total of \$108,266, including a base contract amount of \$98,416, plus a contingency of \$9,850.

Strategic Plan Goal:

The installation of the new shade structures at Garvey Ranch Park supports the City's goal to continue public facility improvements by preserving existing park space and improving park amenities. The replacement of the shade structures will provide the community with shade at the Garvey Ranch Park picnic areas.

Fiscal Impact:

Funds for this project have been budgeted in CIP No. 95062 using General Fund-101 and Development Impact Fund-231. No additional funds are needed.

Attachments:

1. Proposal

ATTACHMENT 1
R.E. Schultz Construction, Inc Bid Proposal

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: R.E. Schultz Construction, 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 Garvey Ranch Structure Project****Specification No. 2026-002**

GARVEY RANCH SHADE STRUCTURE PROJECT SPECIFICATION NO. 2026-002					
No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Mobilization, site preparation, staging, and coordination	1	LS	\$	\$
2	Demolition of (18) perimeter concrete columns, sawcutting, grinding, surface finishing, hauling and disposal	18	EA	\$	\$
3	Demolition of (3) center concrete columns, sawcutting to required elevation ($\geq 12"$ below shade structure roof line), grinding, finishing, hauling and disposal	3	EA	\$	\$
4	Column surface restoration using cementitious repair mortar; finish to City Engineer's satisfaction	3	EA	\$	\$
5	Plumbing modifications: removal of vent connection, installation of under-sink Air Admittance Valves (AAVs), new P-traps, reconnection of supply/drain, disconnection of abandoned wiring	1	LS	\$	\$
6	Electrical modifications: use existing vent pipe as raceway, install three (3) new LED fixture at top of each center column, provide junction box, wiring, conduit, and disconnect abandoned wiring	1	LS	\$	\$
7	Excavation and construction of new shade structure footings per engineered plans, including rebar, anchor bolts, concrete, inspection coordination	1	LS	\$	\$
8	Installation of shade structure columns, frames, and fabric (City-provided materials)	1	LS	\$	\$
9	Preparation of building plans and submittal package for Building	1	LS	\$	\$

	Division; obtaining building, electrical, plumbing, and any required Public Works permits				
10	Site cleanup, daily housekeeping, final cleanup, hauling and legal disposal of all debris	1	LS	\$	\$
TOTAL BASE BID AMOUNT IN NUMBERS: \$					
TOTAL BASE BID AMOUNT IN WORDS:					

The award of Contract shall be based on the TOTAL BASE BID AMOUNT.

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: N/A - All work to be self performed.		\$ _____
Address:		
Tel:		
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)		\$ _____

REFERENCES

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

Reference 1		
Agency Name City of Monterey Park	Project Name and Brief Description Specification 2023-007 City Parks Playground Replacement	
Contact Name and Title Peter Shiau, Project Manager		
Tel: (626) 307-1326 E-mail: pshiau@montereypark.ca.gov	Contract Value: \$986,149.00	Year Completed: 2024

Reference 2		
Agency Name City of Moreno Valley	Project Name and Brief Description Project No. 807 0060 Playground and Surfacing Replacement	
Contact Name and Title Allen Yun, Project Manager		
Tel: (951) 413-3704 E-mail: allenyun@moval.org	Contract Value: \$308,445.00	Year Completed: 2025

Reference 3		
Agency Name City of Newport Beach	Project Name and Brief Description Project No. C-9371-1 Park Accessibility Improvements	
Contact Name and Title Kyle Aube, Project Manager		
Tel: (949) 644-3296 E-mail: KAube@newportbeachca.gov	Contract Value: \$819,475.00	Year Completed: 2025



Reference 4	
Agency Name Palmdale School District	Project Name and Brief Description Palmdale School District Master Shade Project Furnish and install shade shelters.
Contact Name and Title Tom Brown, Project Manager	
Tel: (626) 219-1658 E-mail: tbrown@hple.co	Contract Value: \$ 2,264,939.61 Year Completed: 2026

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: Jon Schatz

Date of Inspection: 4/8/26

ADDENDA ACKNOWLEDGMENT

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

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:

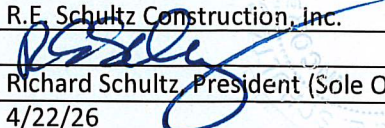
<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

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:	R.E. Schultz Construction, Inc.
Authorized Signature:	
Name and Title:	Richard Schultz, President (Sole Officer)
Date:	4/22/26

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

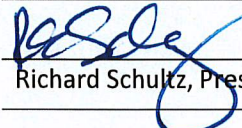
The undersigned declares:

I am the President, Sole Officer of
R.E. Schultz Construction, 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: R.E. Schultz Construction, Inc.
Authorized Signature: 
Name and Title: Richard Schultz, President (Sole Officer)
Date: 4/22/26

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 (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.

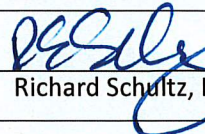
If the answer is has been YES explain the circumstances below:

N/A

Bidder's Name:

R.E. Schultz Construction, Inc.

Authorized Signature:



Name and Title:

Richard Schultz, President (Sole Officer)

Date:

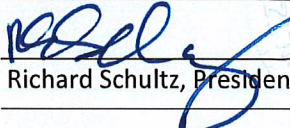
4/22/26

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 (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: R.E. Schultz Construction, Inc.
Authorized Signature: 
Name and Title: Richard Schultz, President (Sole Officer)
Date: 4/22/26

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

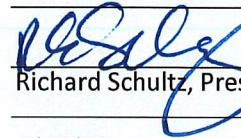
(indicate YES or NO after applicable answer)

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:

R.E. Schultz Construction, Inc.

Authorized Signature:



Name and Title:

Richard Schultz, President (Sole Officer)

Date:

4/22/26

BIDDER INFORMATIONBidder's Name: R.E. Schultz Construction, Inc.Address: 1767 North Batavia Street, Orange, CA 92865Form of Legal Entity: CorporationIf a Corporation, State of Incorporation: CaliforniaState Contractor's Class and License No.: A, B, C-61/D34, C-61/D12 Lic #1007195**Contact Person Information:**Name: Richard Schultz

Title:

President, Sole OfficerE-mail: nicole@reschultzconstruction.com

Tel:

714-649-2627

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:

Richard Schultz, President (Sole Officer)PO Box 6, Silverado, CA 92676714-649-2627

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

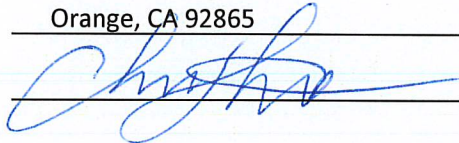
Previous contract performance history:

Was any contract terminated previously: No

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

Contract/project name and number: N/ADate of termination: N/AReason for termination: N/AOwner's name: N/AOwner 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 16th day of April, 2027.

BIDDER R.E. Schultz Construction, Inc.
1767 North Batavia Street
Orange, CA 92865


Subscribed and sworn to this 16th day of April, 2027.

NOTARY PUBLIC See attached

JURAT

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.

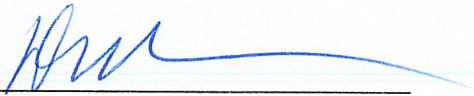
State of California

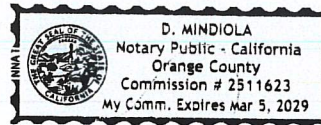
County of Orange

Subscribed and sworn to (or affirmed) before me on this 16 day of April,

20 26 by Chris Thomas,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


Signature _____ (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bidder Information
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 04-16-2020

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

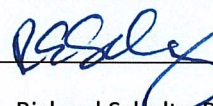
PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

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

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of (\$) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **GARVEY RANCH SHADE STRUCTURE PROJECT SPECIFICATION NO. 2026-002** ("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: R.E. Schultz Construction, Inc.
Authorized Signature: 
Name and Title: Richard Schultz, President (Sole Officer)
Date: 4/22/26

--END OF SECTION--

National Recreation and Park Association

Let it be known that

RICHARD SCHULTZ

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector



CHAIRPERSON



**Certified
Playground
Safety Inspector**



NRPA PRESIDENT AND CEO

April 30, 2024

DATE CERTIFIED

61173-527

CERTIFICATION NUMBER

May 01, 2027

EXPIRATION DATE

CPSI



▼ Contractor's License Detail for License # 1007195

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/26/2025 10:15:25 AM

Business Information

R E SCHULTZ CONSTRUCTION INC
1767 N BATAVIA STREET
ORANGE, CA 92865
Business Phone Number:(714) 649-2627

Entity Corporation
Issue Date 09/10/2015
Expire Date 09/30/2027

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [A - GENERAL ENGINEERING](#)
- ▶ [C-61 / D34 - PREFABRICATED EQUIPMENT](#)
- ▶ [B - GENERAL BUILDING](#)
- ▶ [C-61 / D12 - SYNTHETIC PRODUCTS](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100320462

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

- ▶ This license filed Bond of Qualifying Individual number **JT007487** for CHRIS LEE THOMAS in the amount of **\$25,000** with [JET INSURANCE COMPANY](#).

Effective Date: 03/07/2024

[BQI's Bond History](#)

- ▶ The qualifying individual RICHARD EARL SCHULTZ certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 06/24/2016

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [INSURANCE COMPANY OF THE WEST](#)

Policy Number: WSD506512003

Effective Date: 04/14/2025

Expire Date: 04/14/2026

[Workers' Compensation History](#)

Workers' compensation classification code(s):

5102 - Iron/Steel Erection-non-structural

6220 - Description Unavailable

8742 - Salespersons-Outside

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the Insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Other

► Personnel listed on this license (current or disassociated) are listed on other licenses.

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R.E. SCHULTZ CONSTRUCTION, INC

Contractor

Contractor business email

chelsea@reschultzconstruction.com

Contractor c ation eff date

2024-07-01

Contractor first name

Richard

Contractor mailing city

ORANGE

Contractor mailing state

CA

Contractor mailing zip

92865

Contractor physical city

ORANGE

Contractor physical state

CA

Contractor physical zip

92865

Contractor certify date

2024-05-22

Contractor company type

Corporation

Contractor craft legacy

Driver On Off Hauling; Cement Mason; Gen

Contractor craft snow

Contractor c ation exp date

2027-06-30

Contractor date deactivated

Contractor dba name

R.E. SCHULTZ CONSTRUCTION, INC

Contractor entity number

C3779421

Contractor ID

1000033385

Contractor last name

Schultz

Contractor mailing address2

Contractor physical address1

1767 N. BATAVIA ST.

Contractor physical address2

Contractor source

SNOW

Contractor wc cert date

2024-04-14

Contractor wc exp date

2025-04-14

Contractor wc policy number

WSD5065120-02

Contractor wc selection

Insured by carrier

Contractor legal entity name

R.E. SCHULTZ CONSTRUCTION, INC

Contractor mailing address1

1767 N. BATAVIA ST.

Contractor wc carrier

Richard Schultz

☐ Checked

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[dir.ca.gov](#)

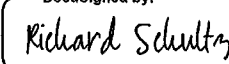
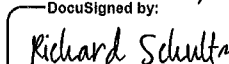
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**BOARD RESOLUTION OF R.E.SCHULTZ CONSTRUCTION, INC.
DULY PASSED ON APRIL 21, 2015**

The undersigned, being all the directors of R.E. Schultz Construction, Inc., hereby signs and adopts the following Resolution:

BE IT RESOLVED that Richard Schultz, is hereby authorized to do and perform any and all such acts, including execute and be a sole signer of any and all documents and certificates, as is deemed necessary or advisable, to carry out the purposes and intent of the Corporation, and, FURTHER, that such acts shall be binding upon the Corporation.

It is hereby certified by the undersigned that the foregoing Resolutions were duly passed by the Board of Directors of the above-named Corporation on this April 21, 2015, in accordance with the Memorandum or By-Laws and Articles of Incorporation of the Company and that said Resolutions have been duly recorded in the Minute Book and is in full force and effect.

DocuSigned by:

0014F00275A04AF...
Richard Schultz, President
DocuSigned by:

0014F00275A04AF...
Richard Schultz, Secretary

3779421

**Certificate of Amendment
Of Articles of Incorporation**

FILED *DBM*
Secretary of State
State of California

JAN 07 2016 *(W)*

The undersigned certify that:

1. They are the President and the Secretary, respectively, of RES ENTERPRISES, INC., a California corporation.
2. Article 1 of the Articles of Incorporation of this corporation is amended to read as follows:

The name of the corporation is: R.E. Schultz Construction, Inc.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The corporation has issued no shares.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: Jan 5, 2016

[Signature]
Richard Schultz, President

[Signature]
Richard Schultz, Secretary

Senders Contact Information:

Richard Schultz
2914 E. Katella Ave #102
Orange CA 92867
714-649-2627

Entity #C3779421



I hereby certify that the foregoing
transcript of 1 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

JAN 19 2016

Date: _____

Alex Padilla

ALEX PADILLA, Secretary of State

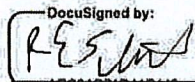
**BOARD RESOLUTION OF R.E.SCHULTZ CONSTRUCTION, INC.
DULY PASSED ON MARCH 11, 2019**

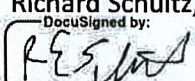
The undersigned, being all the directors of R.E. Schultz Construction, Inc., hereby signs and adopts the following Resolution:

BE IT RESOLVED that Chris Thomas, is appointed Responsible Managing Employee ("RME") of the Corporation, until such time as he is removed, or resigns from this position.

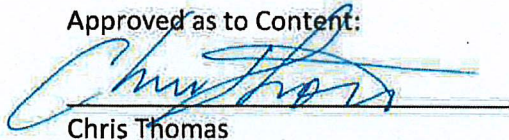
BE IT FURTHER RESOLVED that Chris Thomas, as RME, acting alone, is hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as is deemed necessary or advisable, to carry out the purposes and intent of the Corporation, and, FURTHER, that such acts shall be binding upon the Corporation.

It is hereby certified by the undersigned that the foregoing Resolutions were duly passed by the Board of Directors of the above-named Corporation on this 11th day of March, 2019, in accordance with the Memorandum or By-Laws and Articles of Incorporation of the Company and that said Resolutions have been duly recorded in the Minute Book and is in full force and effect.

DocuSigned by:

Richard Schultz, President

DocuSigned by:

Richard Schultz, Secretary

Approved as to Content:


Chris Thomas



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.K.

To: The Honorable Mayor and City Council
From: Jason Hing, Fire Chief
Subject: Fire Service Day Resolution

Recommendation:

It is recommended that the City Council consider:

1. Adopting a resolution declaring May 16, 2026 as Fire Service Day; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

Throughout the month of May, many cities across Los Angeles County celebrate Fire Service Day. This annual event provides residents and community members with the opportunity to visit their local fire stations, explore fire apparatus and equipment, meet firefighters, and gain a better understanding of the services provided by the Fire Department.

In the City of Monterey Park, Fire Service Day is scheduled for Saturday, May 16, 2026, from 8:00 a.m. to 2:00 p.m. at Fire Station 61. The event will include a live rescue demonstration, fire safety and emergency preparedness information, and opportunities for community engagement and photos. This proposed resolution formally expresses the City Council's appreciation and recognition of Fire Service Day and its importance in promoting public safety awareness and community connection.

Background:

Historically, the Fire Department has recognized and celebrated Fire Service Day as an opportunity to highlight the dedication, professionalism, and service of its firefighters and emergency personnel. This annual event provides a meaningful opportunity to strengthen the relationship between the community and those who serve to protect life, property, and the environment.

Fire Service Day reflects the Department's ongoing commitment to public safety, education,

and emergency preparedness. Through community engagement and outreach, residents gain a greater understanding of the vital role firefighters play in emergency response and in safeguarding the community.

Strategic Plan Goal:

Fire Service Day supports the City's Strategic Plan goals by promoting public safety, enhancing community engagement, and increasing awareness of emergency preparedness. The event fosters positive relationships between residents and the Fire Department while providing valuable education that helps build a safer, more informed, and resilient community.

Fiscal Impact:

None

Attachments:

1. Draft Resolution

Staff Report
May 6, 2026

ATTACHMENT 1

DRAFT RESOLUTION

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING MAY 16, 2026 AS FIRE SERVICE DAY IN MONTEREY PARK

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

SECTION 1: The City Council finds as follows:

- A. Many cities throughout Los Angeles County celebrate Fire Service Day in May to allow the residents and community members they serve an opportunity to see their local fire station.
- B. The Monterey Park Fire Department has been serving the community with fire protection, hazardous materials response, disaster preparedness, and emergency medical services for over 100 years.
- C. The men and women of the Monterey Park Fire Department strive each day to save lives and protect property, as well as promote disaster preparedness and teach fire safety to children and adults alike. These dedicated, passionate, and driven individuals take pride in keeping the community safe.
- D. To say thank you to the Monterey Park community for their continued support, the Monterey Park Fire Department is celebrating Fire Service Day on May 16, 2026 by hosting an open house event at Fire Station 61.
- E. The Monterey Park Fire Department encourages residents and visitors to stop by Fire Station 61 on Saturday, May 16, 2026, from 8:00 a.m. to 2:00 p.m. for a live rescue demonstration, fire safety and emergency services information, fire truck tours, and photo booth opportunities.
- F. The Monterey Park Fire Department personnel take pride in serving this community, and welcomes all into the station, as their continued success is reflective of the outpouring of support from residents and business owners.

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 6th day of May, 2026

Elizabeth Yang, Mayor

Attest:

Maychelle Yee, City Clerk

Approved as to Form:

Karl H. Berger, City Attorney



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.L.

To: The Honorable Mayor and City Council
From: Shawn Igoe, Public Works Director
Subject: Public Works Week Resolution

Recommendation:

It is recommended that the City Council consider:

1. Adopting a Resolution declaring the week of May 17 through 23, 2026 as Public Works Week in Monterey Park; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The City is celebrating the week of May 17-23, 2026, as Public Works Week in Monterey Park. This week marks the 66th annual National Public Works Week sponsored by the American Public Works Association, which recognizes Public Works professionals. The 2026 National Public Works Week theme is "Rooted in Service, Powered by Community," acknowledges that the roots of service run deep in public works.

Background:

The Public Works Department is responsible for providing and maintaining the City's infrastructure in a manner that ensures the health, safety, and welfare of the City's residents and visitors. This includes the design, construction, repair and maintenance of public land, roadways, sidewalks, sewers, and storm drains; public buildings and structures; water production, storage and delivery facilities; the repair and maintenance of City vehicles and equipment; and transportation services. Additionally, the Public Works department implements the City's Capital Improvement Program and manages its various projects aimed at improving physical structure, systems, and facilities that provide various services to the community.

The City recognizes and celebrates the hard work, commitment and contribution Public Works professionals provide to the community of Monterey Park. This year, the City is hosting a Public Works Open House on Monday, May 18, 2026 from 4:00 pm to 7:00 pm at the City Yard

located at 751 South Alhambra Avenue. The "Rooted in Service, Powered by Community" theme focuses on how public works professionals' commitment to service drives public works innovations which help our communities evolve into places where people can lead lives of purpose and possibility. Some work, like the building of roads, is highly visible, while other public works contributions, such as maintaining water and sewer systems, are sometimes hidden from view. These efforts form the foundation of thriving communities and remind us that every public works project powers the connection between service and the people it supports.

Strategic Plan Goal:

N/A

Fiscal Impact:

None.

Attachments:

1. Draft Resolution - Public Works Week 2026

Staff Report
May 6, 2026

ATTACHMENT 1

PUBLIC WORKS WEEK RESOLUTION

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING MAY 17-23, 2026 AS PUBLIC WORKS WEEK IN MONTEREY PARK

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

SECTION 1: The City Council finds as follows:

- A. Public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of Monterey Park;
- B. These infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment, public buildings, and other structures and facilities essential for our citizens;
- C. It is in the public interest for the citizens, civic leaders, and children in Monterey Park to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and
- D. The City of Monterey Park hereby designates the week May 17-23, 2026, as National Public Works Week recognizing its public works professionals, engineers, managers, and employees and the substantial contributions they make to protecting our national health, safety, and quality of life.

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 6th day of May, 2026.

Elizabeth Yang, Mayor

Attest:

Maychelle Yee, City Clerk



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.M.

To: The Honorable Mayor and City Council
From: Scott Wiese, Police Chief
Gustavo Jimenez, Police Captain
Subject: National Police Week Resolution

Recommendation:

It is recommended that the City Council consider:

1. Adopting a resolution declaring the week of May 11–17, 2026, to be National Police Week in the City of Monterey Park; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

The Monterey Park Police Department is celebrating the week of May 11–17, 2026, as National Police Week. In 1962, President John F. Kennedy proclaimed May 15th National Peace Officers Memorial Day and the calendar week in which May 15th falls as National Police Week.

National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others. It is a collaborative effort of many organizations honoring America's law enforcement community. We are enlisting your support in the form of a resolution to honor these men and women in our area for the work that they do every day to protect the residents of Monterey Park.

Background:

Historically, the Police Department recognizes and celebrates the hard work of these dedicated professionals. We are confident you will stand behind the commitment and devotion these men and women provide to ensure the safety and security of Monterey Park residents.

Strategic Plan Goal:

N/A

Fiscal Impact:

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

Attachments:

1. National Police Week Resolution

ATTACHMENT 1

National Police Week Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING MAY 11-17, 2026, NATIONAL POLICE WEEK IN MONTEREY PARK

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

SECTION 1: The City Council finds as follows:

- A. The Monterey Park Police Department is celebrating the week of May 11-17, 2026, as National Police Week. In 1962, President John F. Kennedy proclaimed May 15th National Peace Officers Memorial Day and the calendar week in which May 15th falls as National Police Week. National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others. It is a collaborative effort of many organizations honoring America's law enforcement community.
- B. Law enforcement officers swear an oath to uphold the public trust, even though, through the performance of the duties of a law enforcement officer, the officers may become targets of senseless acts of violence.
- C. The safety of our community is dependent upon the dedication and commitment of our police officers.
- D. Law enforcement officers are charged with pursuing justice for all individuals and performing their jobs faithfully to the constitutional and civil rights of the public they serve.
- E. Law enforcement officers have bravely continued to meet the call of duty to ensure the safety of the neighborhoods and communities they serve at the risk of their safety.
- F. Historically, the Police Department recognizes and celebrates the hard work of these dedicated professionals. We are confident you will stand behind the commitment and devotion these men and women provide to ensure the safety and security of Monterey Park residents.

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 6th day of May, 2026.

Elizabeth Yang, Mayor

Attest:

Maychelle Yee, City Clerk



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.N.

To: The Honorable Mayor and City Council
From: Jason Hing, Fire Chief
Timothy Hou, Director of Community Development
Subject: Building Safety Month Resolution

Recommendation:

It is recommended that the City Council consider:

1. Adopting a Resolution recognizing May 2026 as Building Safety Month; and
2. Taking such additional, related, action that may be desirable.

Executive Summary:

Building Safety Month is an annual public awareness campaign led by the International Code Council (ICC) and observed each May to raise awareness about building safety, the importance of modern building codes, and the role safety professionals play in protecting communities. The 2026 theme, "Built to Last," highlights how resilient construction, updated codes, and coordinated safety efforts support stronger and safer communities.

By recognizing Building Safety Month, the City affirms the importance of proactive code compliance, public education, and coordinated efforts that help protect residents, preserve housing quality, and support safe, healthy, and well-maintained communities.

Background:

Building Safety Month is observed internationally each May to promote awareness of building safety and the role that building codes, inspections, and code related professionals play in protecting homes, buildings, and neighborhoods. ICC describes the campaign as an opportunity to help communities better understand what it takes to create safe and sustainable structures and to recognize the professionals who help make that possible.

Code compliance programs are on the front line of identifying unsafe or deteriorated conditions, responding to tenant and neighborhood concerns, addressing unpermitted or non-compliant conditions, and helping maintain the safety and livability of the built environment.

Within the City, the Code Compliance Division plays an important role in advancing these objectives through its ongoing work in the community. This includes the Division's efforts related to multi-family residential inspections, response to tenant complaints and habitability concerns, and enforcement of property conditions that may affect health, safety, and quality of life. These efforts are not only compliance based; they also serve an important public service function by helping identify conditions that may place residents at risk and by encouraging timely corrective action.

Building Safety Month also presents an opportunity to highlight the City's broader safety infrastructure and to reinforce public awareness that building safety is supported not only through code adoption, but also through local implementation, inspections, responsiveness to concerns, and interdepartmental coordination. Recognition of this observance would help elevate the role of the City's Code Compliance Division and emphasize the importance of maintaining safe housing and property conditions throughout the community.

Strategic Plan Goal:

This item supports the following Strategic Plan goals:

1. Ensure Public Safety with a Modernized and Community Oriented Approach: Recognition of Building Safety Month aligns with the City's commitment to public safety by highlighting the importance of proactive inspections, code compliance, and responsiveness to unsafe or substandard property conditions. Through multifamily apartment inspections and attention to tenant and neighborhood concerns, the Code Compliance Division contributes directly to a safer and more community-oriented approach to local government services.
3. Strengthen our Local Economy and Enhance Housing Opportunities: Safe and well-maintained housing is an important part of a healthy community. By supporting inspections, responding to habitability concerns, and encouraging compliance with minimum safety standards, the City helps preserve the quality and stability of its housing stock, including multifamily residential properties.
5. Expand Access to Community Resources and Services: The City's responsiveness to tenant concerns and property-related complaints reflects its commitment to accessible municipal services. The Code Compliance Division serves as an important point of contact for residents seeking assistance with unsafe, unhealthy, or non-compliant conditions that affect their living environment.
6. Enhance Public Communication and Civic Engagement to Reach All Members of Our Community: Building Safety Month creates an opportunity for the City to educate residents about the importance of building safety, code compliance, and the role of local government in protecting community well-being. Public recognition of this observance supports broader civic awareness and encourages resident understanding of the City's safety-related services.

Fiscal Impact:

None.

Attachments:

1. Resolution

Staff Report
May 6, 2026

ATTACHMENT 1

Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK RECOGNIZING MAY 2026 AS
BUILDING SAFETY MONTH**

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

SECTION 1: The City Council finds as follows:

A. Safe, well maintained, and resilient buildings are essential to protecting the health, safety, and welfare of the community; and strong building and property standards play a critical role in preserving the quality of life for all residents.

B. Building Safety Month is observed each May to raise awareness of the importance of building safety, modern codes, and the professionals whose work helps protect homes, neighborhoods, and public spaces.

C. The City of Monterey Park recognizes that building safety is supported not only through code adoption, but also through consistent implementation, inspection, responsiveness to concerns, and proactive efforts to address unsafe or deteriorated conditions.

D. The City's Code Compliance Division plays an important role in advancing building safety through its work related to multi-family residential inspections, responses to tenant concerns, habitability related issues, and enforcement of conditions that may affect residents and neighborhoods.

E. Through these efforts, the City helps identify unsafe or substandard property conditions, encourages timely corrective action, and supports safe and healthy living environments for the community.

F. Building Safety Month provides an opportunity to recognize the important role of code enforcement professionals in protecting the built environment and upholding safety standards that support safe, healthy, and well-maintained communities.

G. The City Council finds that increasing public awareness of building safety also helps residents, property owners, tenants, and businesses better understand their shared role in maintaining safe, compliant, and well cared for buildings and properties.

H. Recognition of Building Safety Month reflects the City's continued commitment to public safety, community-oriented service, housing quality, and the long term wellbeing of its residents.

I. The City of Monterey Park recognizes May 2026 as Building Safety Month and highlights the value of local efforts that support safe, healthy, and well-maintained communities.

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 6th day of May 2026.

Elizabeth Yang, Mayor

Attest:

Maychelle Yee, City Clerk

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

I, Maychelle Yee, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. was duly and regularly adopted by the City Council of the City of Monterey Park at a regular meeting held on the 6th day of May, 2026, by the following vote:

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

Dated this 6th day of May 2026.

Maychelle Yee, City Clerk
Monterey Park, California



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.O.

To: The Honorable Mayor and City Council
From: Diana Garcia, Assistant City Manager
Rebecca Bojorquez, Principal Management Analyst
Subject: Mental Health Awareness Month Resolution (As Requested by Mayor Yang)

Recommendation:

It is recommended that the City Council consider:

1. Adopting 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 Mayor Yang.

Background:

N/A

Strategic Plan Goal:

N/A

Fiscal Impact:

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

Attachments:

1. Mental Health Awareness Month Resolution

ATTACHMENT 1

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING AND RECOGNIZING THE MONTH OF MAY 2026 AS MENTAL HEALTH AWARENESS MONTH

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

SECTION 1: The City Council finds as follows:

- A. Mental health is a state of mental well-being that enables individuals to cope with the stresses of life, realize their abilities, learn well and work well, and contribute to their community. Mental health is an essential part of one's well-being, impacting individuals, families, and communities across the nation.
- B. Initiated by Mental Health America in 1949, May has been recognized as Mental Health Awareness Month and provides an opportunity to raise awareness and educate the public about mental health and reduce the stigma surrounding mental illness.
- C. One in five American adults experiences a mental health condition each year and everyone faces challenges in life that can impact their mental health. Mental health remains shrouded in stigma despite its prevalence, preventing many from seeking help, and early intervention and access to quality care are crucial for managing mental health conditions and improving our overall quality of life.
- D. Designated by its founding organization (Mental Health America), the 2026 theme of Mental Health Awareness Month, is "More Good Days, Together." Although society is getting more comfortable with discussing mental health, it is important to know where to start seeking help when pressures from work, school, relationships, and societal factors (e.g., politics, climate change, and the economy) begin to impact our daily lives.
- E. The Monterey Park City Council encourages all residents to: educate themselves and others about mental health conditions, treatment options, and available resources; seek help if they are struggling with their mental health and encourage others to do the same; challenge stigma by speaking respectfully and inclusively about mental health; and create safe and supportive environments for open conversations about mental health.
- F. Learning, acting on, and advocating for everyone's mental health will help foster a community where everyone feels empowered to prioritize their mental well-being and seek help when needed. The Monterey Park City Council hereby proclaims the month of May 2026 as Mental Health Awareness Month to increase public understanding of the importance of mental illness and to promote early identification and treatment.

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 6th day of May 2026.

Elizabeth Yang, Mayor

Attest:

Maychelle Yee, City Clerk



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.P.

To: The Honorable Mayor and City Council

From: Diana Garcia, Assistant City Manager
Rebecca Bojorquez, Principal Management Analyst

Subject: Asian American, Native Hawaiian, and Pacific Islander Heritage Month Resolution (As Requested by Mayor Yang)

Recommendation:

It is recommended that the City Council consider:

1. Adopting 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 Mayor Yang.

Background:

N/A

Strategic Plan Goal:

N/A

Fiscal Impact:

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

Attachments:

1. Asian American, Native Hawaiian, and Pacific Islander Heritage Month Resolution

ATTACHMENT 1

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING AND RECOGNIZING THE MONTH OF MAY 2026 AS ASIAN AMERICAN, NATIVE HAWAIIAN, AND PACIFIC ISLANDER HERITAGE MONTH

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

SECTION 1: The City Council finds as follows:

- A. Asian Americans, Native Hawaiians, and Pacific Islanders (AANHPI) strengthen our economy as entrepreneurs, business owners, and employees who initiate and expand opportunities for their families, communities, and country. Their languages, art, cuisine, and other cultural elements have enriched the American experience. Many have fearlessly responded to the call of duty to defend our freedom as Armed Forces members.
- B. Approximately 21 million residents of the United States identify themselves as Asian, and approximately one million residents identify themselves as Native Hawaiian or other Pacific Islanders, totaling about 6.6% of the entire United States population.
- C. In 1977, Congress introduced a House resolution to proclaim the first ten days of May as Asian/Pacific American Heritage Week, a celebration of Asians and Pacific Islanders in the United States. In October 1978, President Jimmy Carter signed into law a joint resolution that the President should proclaim a week, which included the seventh and tenth of the month, during the first ten days in May of 1979 as Asian/Pacific American Heritage Week.
- D. During the following decade, U.S. Presidents passed annual proclamations for Asian/Pacific American Heritage Week until 1990, when Congress voted to expand the celebratory week to a month-long celebration. In May 1992, the month of May was permanently designated as Asian/Pacific American Heritage Month. On April 30, 2021, President Joseph R. Biden officially signed Proclamation 10189, now recognizing the month of May as AANHPI Heritage Month.
- E. AANHPI Heritage Month is celebrated in May to commemorate two key milestones: the arrival of the nation's first Japanese immigrants (May 7, 1843) and Chinese workers' pivotal role in building the transcontinental railroad (completed May 10, 1869).
- F. The Federal Asian Pacific American Council (FAPAC) has announced that the 2026 theme for AANHPI Heritage Month is "Power in Unity: Strengthening Communities Together". This theme highlights the importance of leveraging

collective power, telling their stories, and being bridge builders in their communities.

- G. Innovation, resilience, and a pioneering spirit are cornerstones of American leadership, and numerous AANHPI leaders have made lasting contributions to our nation's economic prosperity, technological advancements, and social/political change through their ingenuity and creativity while navigating significant cultural and systemic barriers.
- H. Understanding history is essential for celebrating AANHPI Heritage Month. The AANHPI community has endured and overcome hardship and heartache. In the earliest years, tens of thousands of Gold Rush pioneers, coal miners, transcontinental railroad builders, and farm and orchard laborers were subject to unjust working conditions, prejudice, and discrimination, yet they excelled.
- I. Even in the darkness of the Exclusion Act and Japanese Internment, Asian Americans, Native Hawaiians, and Pacific Islanders have persevered, providing for their families and creating opportunities for their children. We acknowledge these Americans' contributions to government, industry and commerce, agriculture, science, literature, and the arts.
- J. California has one of the most prominent AANHPI populations in the nation. We acknowledge the historical and cultural contributions of AANHPI community to the development of California.
- K. The diversity of these groups includes Asian Indian, Bengali, Burmese, Cambodian, Chinese, Filipino, Guamanian, Hawaiian, Hmong, Indonesian, Japanese, Korean, Lao, Malayan, Okinawan, Pakistani, Samoan, Thai, Vietnamese, and others.
- L. The City of Monterey Park is well-known for its vibrant AANHPI community. More than 65.0% of its community members identify themselves as AANHPI which continues to contribute to the City's melting pot of cultures, diversity, and sense of belonging.
- M. The City of Monterey Park is also renowned for its cultural, educational, and festive programs celebrating the AANHPI community such, as the Cherry Blossom Festival and Lunar New Year Festival. Both festivals attract thousands of visitors from all over the world annually to celebrate the rich tapestry of AANHPI culture through food, music, and cultural performances.
- N. The people of the United States join together each May to pay tribute to the contributions of generations of AANHPI that enriched the history of the nation, and the Monterey Park City Council hereby proclaims May 2026 as AANHPI Heritage Month.

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 6th day of May 2026.

Elizabeth Yang, Mayor

Attest:

Maychelle Yee, City Clerk



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.Q.

To: The Honorable Mayor and City Council

From: Diana Garcia, Assistant City Manager
Rebecca Bojorquez, Principal Management Analyst

Subject: Missing and Murdered Indigenous People Awareness Month (As Requested by Mayor Pro Tem Lo)

Recommendation:

It is recommended that the City Council consider:

1. Adopting 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 Mayor Pro Tem Lo.

Background:

N/A

Strategic Plan Goal:

N/A

Fiscal Impact:

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

Attachments:

1. Missing and Murdered Indigenous Peoples Awareness Month Resolution

ATTACHMENT 1

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING AND RECOGNIZING THE MONTH OF MAY 2026 AS MISSING AND MURDERED INDIGENOUS PEOPLE AWARENESS MONTH

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

SECTION 1: The City Council finds as follows:

- A. May is Missing and Murdered Indigenous People (MMIP) Awareness Month, a time dedicated to raising awareness of the alarming number of Indigenous women, girls, Two-Spirit individuals, and people who have gone missing or have been murdered in the United States.
- B. MMIP Awareness Month seeks to spotlight the often overlooked and marginalized experiences of Indigenous people and their communities, highlighting the urgent need for justice, support, and action to address this ongoing crisis.
- C. The epidemic of MMIP encompasses a broad scope of crimes, including domestic violence which contributes to many homicides among American Indian/Alaska Native females. In some tribal communities, American Indian/Alaska Native women face murder rates that are more than 10 times the national average.
- D. For decades, Indigenous communities have struggled with high rates of abduction, assault, and murder of tribal members. The Centers for Disease Control and Prevention has also reported that homicides are one of the leading causes of death among American Indians/Alaska Natives.
- E. MMIP is a concerning issue, and in 2020, the U.S. government passed and signed two Acts to help mitigate the crisis. Savanna's Act increased U.S. governmental agency coordination to reduce violent crimes within tribal lands and against American Indians/Alaska Natives, and the Not Invisible Act directed the U.S. Department of Justice to review, revise, and develop law enforcement and justice protocols to address MMIP.
- F. According to the U.S. Department of the Interior Bureau of Indian Affairs, community advocates have described the crisis as a legacy of generations of government policies of forced removal, land seizures, and violence inflicted on Native peoples. More than 1.5 million American Indian and Alaska Native women have experienced violence in their lifetime.
- G. MMIP Awareness Day is also observed every May 5th, honoring the birthday of Hanna Harris, a 21-year-old citizen of the Northern Cheyenne Tribe who went

missing and was horrifically murdered in July 2013. Hanna is just one of many MMIPs who go missing and murdered every day, and MMIP Awareness Day commemorates the lives of MMIPs whose cases are documented and undocumented in public records and the media while drawing attention to the MMIP crisis.

- H. There are still thousands of unsolved cases of MMIP who continue to cry out for healing and justice today. Many Native families have experienced the pain of having a relative disappear, and it is essential to keep the memory of MMIP at the forefront of our discussions as we continue to recognize and raise awareness of this ongoing crisis.
- I. During MMIP Awareness Month, the City Council of Monterey Park honors the individuals missing and the lives lost. The City Council of Monterey Park expresses their deepest condolences to the families of MMIP and stands firm in their commitment to addressing this crisis.
- J. The City Council of Monterey Park is committed to advocating for an end to violence and the inequities that catalyze the MMIP crisis. Tribal communities deserve safety and justice and City Council of Monterey Park stands in solidarity with Indigenous activists and advocates who continue to build a safer and more secure community.
- K. The City Council of Monterey Park encourages community members to raise awareness of the issue of MMIP by educating themselves on the ongoing crisis and taking affirmative action through appropriate programs and activities. It hereby declares May 2026 as MMIP Awareness Month.

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 6th day of May 2026.

Elizabeth Yang, Mayor

Attest:

Maychelle Yee, City Clerk



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.R.

To: The Honorable Mayor and City Council

From: Diana Garcia, Assistant City Manager
Rebecca Bojorquez, Principal Management Analyst

Subject: National Day of the Teacher and National Teacher Appreciation Week
Resolution (As Requested by Council Member Sanchez)

Recommendation:

It is recommended that the City Council consider:

1. Adopting 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 Sanchez.

Background:

N/A

Strategic Plan Goal:

N/A

Fiscal Impact:

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

Attachments:

1. National Day of the Teacher and National Teacher Appreciation Week

ATTACHMENT 1

Resolution

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF MONTEREY PARK
DECLARING MAY 5, 2026 AS NATIONAL DAY OF THE TEACHER AND
MAY 4 THROUGH MAY 8, 2026 AS TEACHER APPRECIATION WEEK**

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

SECTION 1: The City Council finds as follows:

- A. The quality and success of instructional programs are directly attributable to the dedication, professionalism, and extraordinary performance of the teachers and professionals who have committed their many skills, varied talents, and focused energies to providing superior learning opportunities for all students.
- B. Classroom teachers, counselors, program specialists and other certificated staff possess unique and highly specialized skills that are essential in meeting the varied needs of the young people in our community.
- C. The teachers in students' lives have a tremendous influence on their hopes, aspirations, and future success, making each student capable of taking up the challenges of life; and not only guide students academically, but also instill moral and ethical values.
- D. Teachers fill many roles; as listeners, role models, motivators and mentors, and work to open students' minds to ideas, knowledge and dreams and to keep American democracy alive by laying the foundation for good citizenship; and by making a difference in young people's lives, they shape America's future.
- E. The City of Monterey Park is home to Alhambra, Garvey, Los Angeles, and Montebello school districts and numerous private schools which educate our students and help shape their lives.
- F. The City Council of Monterey Park commends and extends sincere gratitude to all Teachers for the outstanding, meaningful and innumerable contributions they make in the lives of the students in our schools and declares May 5, 2026 as National Day of the Teacher in Monterey Park and May 4 through 8, 2026 as Teacher Appreciation Week.

SECTION 2: *Severability.* If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provision or application and, to this end, the provisions of this Resolution are severable.

SECTION 3: *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 4: *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 5: *Effective Date*. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 6th day of May 2026.

Elizabeth Yang, Mayor

Attest:

Maychelle Yee, City Clerk



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 10.S.

To: The Honorable Mayor and City Council

From: Diana Garcia, Assistant City Manager
Rebecca Bojorquez, Principal Management Analyst

Subject: National Asian American and Pacific Islander Day Against Bullying and Hate Resolution (As Requested by Council Member Wong)

Recommendation:

It is recommended that the City Council consider:

1. Adopting 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 Wong.

Background:

N/A

Strategic Plan Goal:

N/A

Fiscal Impact:

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

Attachments:

1. National Asian American Pacific Islander Day Against Bullying & Hate Resolution

ATTACHMENT 1

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, DECLARING MAY 18, 2026, AS NATIONAL ASIAN AMERICAN AND PACIFIC ISLANDER DAY AGAINST BULLYING AND HATE

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

SECTION 1: The City Council finds as follows:

- A. The month of May is Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month, also known as Asian American and Pacific Islander (AAPI) Heritage Month.
- B. May 18, 2026 would have been Vincent Chin's 71st birthday. Chin was brutally murdered by two men at the age of 27 in a 1982 hate crime. His murder fueled a national Asian American activist movement that continues to this day.
- C. *Act To Change*, a nonprofit organization working to end bullying for AAPI youth, has rallied the nation to recognize May 18 as the annual AAPI Day Against Bullying and Hate.
- D. There has been a rise in bullying, discrimination, and hate crimes against the AAPI community since the start of the COVID-19 pandemic. Since 2020, there have been nearly 13,100 cases of anti-AAPI violence and hate reported and AAPI youth face unprecedented amounts of bullying online and offline.
- E. In the AAPI community, this problem is often compounded by cultural, religious, and linguistic barriers that can keep youth from seeking and receiving help. In addition, certain AAPI groups (e.g., South Asian, Muslim, Sikh, Micronesian, LGBTQ+, immigrant, and limited English proficient youth) are more likely to be the targets of bullying.
- F. The City of Monterey Park joins *Act To Change* in sharing one vision: a world where all youth, including AAPI youth, have the opportunity to grow up feeling proud and supported in the development of their identities and sharing of their stories.
- G. The City of Monterey Park is committed to this important issue and encourages the public to foster dialogue, share resources, and learn more about what they can do to end bullying.
- H. The City Council of Monterey Park honors AANHPI Heritage Month and Vincent Chin and hereby declares May 18, 2026, as National AAPI Day Against Bullying and Hate.

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 6th day of May 2026.

Elizabeth Yang, Mayor

Attest:

Maychelle Yee, City Clerk



City Council Staff Report

Date: May 6, 2026

Agenda Item Number: 11.A.

To: The Honorable Mayor and City Council

From: Karl Berger , City Attorney
Solange Fortenbach, Deputy City Attorney

Subject: Consideration and possible action to adopt Resolution No. 26-XX – A Resolution authorizing the recording of a Notice of Special Assessment for Nuisance Abatement against the owner of 509 W. Andrix St. (APN 5266-013-018)

Recommendation:

It is recommended that the City Council consider:

1. Adopting Resolution No. 26-XX to authorize the recording of a notice of special assessment for nuisance abatement on the owner of 509 W. Andrix Street; or;
2. Taking such additional, related, action that may be desirable.

Executive Summary:

During the past several years, the property located at 509 W. Andrix Street, APN 5266-013-018 ("Property") has consistently been in a state of blight, among other violations of the Monterey Park Municipal Code ("MPMC") amounting to public nuisances. On January 20, 2026, City staff engaged in abatement of public nuisances on the Property, the costs for which the City is entitled to recoup.

The City Attorney accordingly recommends that the City Council adopt a Resolution authorizing the recording of a public nuisance abatement lien on the Property in order to recoup by special tax assessment the City's costs of abating violations of the BMC.

Background:

509 W. Andrix Street is located in the City of Monterey Park, State of California, and can be more particularly described as Assessor's Parcel Number 5266-013-018 ("Property").

The Property is a one-story home located on a residential block. The owners of the Property are Wanny Z. Ma and Hak Ma ("Property Owners"). The main residence at the Property was

built in 1948 and is 1,026 square feet. The total lot area of the Property is 5,408 square feet.

The City's code enforcement efforts at the Property goes back as far as August of 2023. These efforts centered addressing overgrown vegetation and excessive amounts of trash, junk and debris on the exterior of the Property, which was, among other things, attracting vermin and was a blight to the community. Between August 8, 2023, and January 14, 2026, Code Enforcement Officers (CEOs) inspected the exterior of the Property from the public right-of-way at least 15 times, consistently observing these violations continuing unabated.

Following numerous notices and administrative citations issued to the Property Owners, on October 13, 2025, a noticed administrative hearing was held in which the hearing officer determined that the Property was maintained in violation of MPMC § 4.30.050(J) – Overgrown Vegetation; MPMC § 4.30.050(L) – Trash, Junk, Debris; and CFC § 603.6 – Improper Use of Extension Cords, each constituting a public nuisance, and thus subject to abatement by the City if not brought into compliance within 30 days.

On January 13, 2026, the City obtained an abatement warrant issued by the Honorable Judge Michael Villalobos ("Warrant"). The Warrant authorized the City to abate Municipal Code violations, including removing overgrown vegetation; removing accumulated trash, just and debris; removing abandoned, broken, and unused equipment and machinery; and draining the stagnant water located in the Property's pool. After still being unable to obtain voluntary compliance and being fully advised of the City's intention to abate with personnel, on January 20, 2026, the City executed the Warrant and abated the Property, removing all items in violation of the MPMC from the Property's exterior. The cost to abate the Property totaled \$26,888.39.

On April 23, 2026, the City Attorney's Office sent the Property Owners a "Demand Letter - Notice of Proposed Recording of Lien" ("Demand Letter"). The Demand Letter informed the Property Owners of the additional fees being demanded, as well as the date and time this Resolution would be heard for the opportunity to contest this demand to the City Council. The City has received no response.

It is our recommendation that the City Council move forward with adopting this Resolution authorizing the recording of this lien against the Property to be collected by special property tax assessment.

Strategic Plan Goal:

N/A

Fiscal Impact:

Adopting this Resolution is expected to result in recouping a substantial portion, if not all, of the City's abatement costs to date related to the Property.

Attachments:

1. Draft Resolution
2. Demand Letter

ATTACHMENT 1

DRAFT RESOLUTION

CITY OF MONTEREY PARK

RESOLUTION NO. 26-XX

**A RESOLUTION TO RECORD A NOTICE OF SPECIAL ASSESSMENT
FOR NUISANCE ABATEMENT 509 W ANDRIX STREET
(APN 5266-013-018).**

**THE CITY COUNCIL OF THE CITY OF MONTEREY PARK RESOLVES AS
FOLLOWS:**

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

- A. 509 W Andrix is located in the City of Monterey Park, State of California, and can be more particularly described as Assessor's Parcel Number 5266-013-018 ("Property");
- B. The Property is a one-story home located on a residential block. The owners of the Property are Wanny Z. Ma and Hak Ma. The main residence at the Property was built in 1948 and is 1,026 square feet. The total lot area of the Property is 5,408 square feet;
- C. The City's code enforcement efforts at the Property goes back as far as August of 2023. These efforts centered addressing overgrown vegetation and excessive amounts of trash, junk and debris on the exterior of the Property, which was, among other things, attracting vermin and was a blight to the community. Between August 8, 2023, and January 14, 2026, Code Enforcement Officers (CEOs) inspected the exterior of the Property from the public right-of-way at least 15 times, consistently observing these violations;
- D. Following numerous notices and administrative citations issued to the property owners, on October 13, 2025, a noticed administrative hearing was held in which the hearing officer determined that the Property was maintained in violation of MPMC § 4.30.050(J) – Overgrown Vegetation; MPMC § 4.30.050(L) – Trash, Junk, Debris; and CFC § 603.6 – Improper Use of Extension Cords, constituting a public nuisance, and was subject to abatement by the City if not brought into compliance within 30 days;
- E. On January 13, 2026, the City obtained an abatement warrant issued by the Honorable Judge Michael Villalobos ("Warrant"). The Warrant authorized the City to abate Municipal Code violations, including removing overgrown vegetation; removing accumulated trash, just and debris; removing abandoned, broken, and unused equipment and machinery; and draining the stagnant water located in the Property's pool. After still being unable to obtain voluntary compliance and being

fully advised of the City's intention to abate with personnel, on January 20, 2026, the City executed the Warrant and abated the Property, removing all items in violation of the MPMC from the Property's exterior. The cost to abate the Property totaled \$26,888.39;

- F. On April 23, 2026, the City Attorney's Office sent the property owners a "Demand Letter - Notice of Proposed Recording of Lien". The Demand Letter informed the property owner of the additional fees being demanded, as well as the date and time this Resolution would be heard for the opportunity to contest this demand to the City Council;
- G. The City has not received any response from the property owners regarding the Notice of Special Assessment; and
- H. Pursuant to Government Code § 38773.5 and Monterey Park Municipal Code § 4.30.150, the City may recoup its abatement related costs in the form of a lien against the Property to be collected by special assessment.

SECTION 2. *Approval.* The City Council approves, confirms and adopts the Statement attached as Exhibit "A," and incorporated by reference, and determines that each such charge, totaling \$26,888.39, is proper and correct. Such charges constitute a lien on the real property upon which the public nuisance was abated and will be collected as a special assessment against the real property.

SECTION 3. *Authorization.* The City Clerk is directed to:

- A. Mail a copy of the Notice of Special Assessment attached as Exhibit "B," and incorporated by reference, to the property owner by certified mail;
- B. File a certified copy of this Resolution (with attachments) with the Los Angeles County Assessor and Treasurer and Tax Collector;
- C. Submit a certified copy of this Resolution (with attachments) with the Los Angeles County Recorder for recordation, pursuant to Government Code § 38773.5;
- D. Direct the Los Angeles County Assessor to enter the amount of the charge against the real property described in this Resolution on the current assessment rolls; and
- E. Take any other action necessary to effectuate this Resolution.

SECTION 4. The Los Angeles County Assessor and Treasurer and Tax Collector are requested to record a public nuisance abatement lien against the Property pursuant to MPMC § 4.30.150.

SECTION 5. This Resolution does not affect any penalty, forfeiture or liability incurred before, or preclude prosecution and imposition of penalties for any violation incurring before, this Resolution's effective date. Any such amended part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution.

SECTION 6. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

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

SECTION 8. 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 9. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTEREY PARK ON THIS ____ DAY OF MAY, 2026.

Elizabeth Yang, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:

Solange Fortenbach, Deputy City Attorney

Exhibits: A – Statement of Abatement Costs
 B – Notice of Special Assessment

Exhibit A

Accounting of 2023-2026 Abatement-Related Costs

Code Enforcement Costs

Hours	Position	Billable Rate	Cost
27	Code Enforcement Officer	\$46.88	\$1,265.76
1.5	Park Maintenance Supervisor	\$164.50	\$246.75
1.5	Park Maintenance (1)	\$127.13	\$190.69
1.5	Park Maintenance (2)	\$204.43	\$613.29
1.5	Skip Load Tractor (1)	\$619.00	\$928.50
1.5	Ride on Mower (1)	\$116.00	\$1,218.00
1.5	Chain Saw (1)	\$44.00	\$66.00
1.5	Backpack Blowers (2)	\$72.00	\$216.00
1.5	String Trimmers (2)	\$68.00	\$204.00
1.5	Dump Trucks (2)	\$40.00	\$120.0
		Total	\$5,068.99

Monterey Park City Attorney's Office

Date	Billed Amount
9/9/2025	\$24.70
9/30/2025	\$123.50
10/7/2025	\$24.70
10/8/2025	\$123.50
10/15/2025	\$247.00
10/14/2025	\$321.10
10/16/2025	\$296.40
10/21/2025	\$24.70
10/29/2025	\$222.30
10/30/2025	\$1,037.40
10/31/2025	\$74.10
11/2/2025	\$148.20
11/3/2025	\$222.30
11/4/2025	\$24.70
11/10/2025	\$49.40
12/9/2025	\$123.50
12/29/2025	\$370.50
12/30/2025	\$98.80
1/7/2026	\$691.60
1/9/2026	\$1,136.20
1/8/2026	\$74.10

1/5/2026	\$74.10
1/6/2026	\$666.90
1/12/2026	\$1,407.90
1/13/2026	\$889.20
1/14/2026	\$49.40
1/15/2026	\$24.70
1/21/2026	\$222.30
1/22/2026	\$49.40
1/27/2026	\$1,210.30
1/28/2026	\$938.60
1/29/2026	\$74.10
1/30/2026	\$98.80
Total	\$11,164.40

G&S Junk Removal – Invoice

Date	Description	Amount
1/20/2026	Cleanup of Private Property	\$5,720.00
	Total	\$5,720.00

Harold's Key Shop Inc. – Invoice

Date	Description	Amount
1/21/2026	Locksmith	\$150.00
	Total	\$150.00

Mariposa Landscaping Inc. – Invoice

Date	Description	Amount
2/4/2026	Tree Cutting	\$4,625.00
	Total	\$4,625.00

Hearing Officer – Invoice

Date	Description	Amount
10-28-2022	Administrative Hearing	\$160
	Total	\$160.00

Total 2023-2026 Abatement Costs: \$26,888.39

Exhibit "B"

Recording requested by:
City of MONTEREY PARK

When recorded, mail to:
City of Monterey Park
Attn: City Clerk
320 Newmark Avenue
Monterey Park, CA 91754

No fee per Government Code § 6103

NOTICE OF SPECIAL ASSESSMENT AND LIEN

NOTICE IS HEREBY GIVEN that the City of Monterey Park claims a special assessment against the real property hereafter described ("the subject property") for the costs it incurred to abate a public nuisance threat as ordered by City Council Resolution No. 2026-XX adopted on May 6, 2026 (attached as Exhibit "1"), pursuant to an abatement of public nuisance action. Additionally, attached as Exhibit "2" is a demand letter to the property owner outlining the specifics of the assessment and the required payment.

The amount of the abatement is **\$26,888.39**.

Recordation of this notice against the subject properties is made pursuant to Monterey Park Municipal Code § 4.30.150(c). Once recorded, this notice will constitute a lien against the subject property until the special assessment is paid in full. The special assessment will be collected in the manner prescribed by Government Code § 38773.5. In addition to constituting a lien against the subject properties, this special assessment will be a personal obligation of its owner(s).

Pursuant to Government Code § 38773.5(c), the owner of record of the subject property has been notified by certified mail as follows: THE PROPERTY MAY BE SOLD AFTER THREE YEARS BY THE TAX COLLECTOR FOR UNPAID DELINQUENT ASSESSMENTS.

This Notice concerns the following real property:

L.A. County A.P.N.: 5266-013-018

Street Address: 509 W Andrix Street, Monterey Park, CA 91754

Legal Description: TRACT NO 14993 LOT 51

The owners of record of the subject property according to
Los Angeles County Assessor Records are Wanny Z. Ma and Hak
Ma.

Signed the _____ day of May, 2026.

City of Monterey Park

Inez Alvarez, City Manager

THIS PAGE IS FOR INSTRUCTION ONLY. DO NOT INCLUDE.

(ATTACH NOTARY PAGE RE CITY MANAGER SIGNATURE)

(ATTACH RESOLUTION AND A COPY OF THE NOTICE THAT WAS SENT TO THE
PROPERTY OWNER)

ATTACHMENT 2

DEMAND LETTER

April 23, 2026

VIA CERTIFIED MAIL AND POSTING AT PROPERTY

Hak Ma and Wanny Z.
Ma 509 W. Andrix
Monterey Park, CA 91754

Re: **DEMAND LETTER – Notice of Proposed Recording of Lien**
509 W. Andrix, Monterey Park
AIN: 5266-013-018

Dear Property Owners:

As you are aware, this law firm serves as the City Attorney's Office for the City of Monterey Park ("City"), and I serve as its Deputy City Attorney. This letter notifies you of the City's determination of collection by special assessment of the full cost of its abatement efforts to bring your property at 509 W. Andrix ("Property") into compliance with the neighborhood preservation requirements of Monterey Park Municipal Code ("MPMC") § 4.30.

This Property has a long history of code enforcement violations and notices from the City involving the accumulation of blight and prohibited items on the exterior of your Property going back as far as August of 2023. Following numerous notices and administrative citations issued to you, on October 13, 2025, a noticed administrative hearing was held in which the hearing officer determined that the Property was maintained in violation of MPMC § 4.30.050(J) (overgrown vegetation), MPMC § 4.30.050(L) (trash, junk, and debris), and CFC § 603.6 (improper use of extension cords), each constituting a public nuisance. These public nuisances were subject to abatement by the City if not brought into compliance by you within 30 days of the administrative hearing officer's order.

On January 8, 2026, you were sent a "Notice of Intent to Abate and Inspect with City Personnel" where you were notified that on or around January 15th the City would be seeking an abatement warrant to abate all nuisances existing on the exterior of the Property. In addition, you were informed of the City's intent to inspect the interior of the

Ma Hak and Wanny Z. Ma
April 23, 2026
Page 2

Property to assess its condition. On or around January 11th, 2026, you notified my office that you were taking steps to remove blight from the exterior of the Property.

On January 13, 2026, the City obtained an abatement warrant and an inspection warrant issued by the Honorable Judge Michael Villalobos. On that same day, you were sent a "Second Notice of Intent to Abate with City Personnel" whereby you were notified that the City would be extending the deadline to achieve compliance to January 20, 2026, at which point the City would abate all nuisances existing on the exterior of the Property. On January 14, 2026, City Code Enforcement Officers posted the Second Notice on the Property, at which point they observed no substantive changes to the exterior's condition.

After being unable to obtain voluntary compliance and being fully advised of the City's intention to abate with personnel, on January 20, 2026, the City executed that warrant and abated your Property, removing all items in violation of the MPMC from the Property's exterior. The cost to abate the Property totaled **\$26,888.39**. An accounting of these costs is attached hereto as Exhibit A¹.

Please be advised that pursuant to MPMC Chapter 4.30², the City is entitled to recover its abatement-related costs from you.

The City has determined abatement costs up to the present total to be \$26,888.39. This amount is subject to increase until final payment is made as further legal fees accumulate to collect these outstanding costs.

Please be further advised that you have until May 6, 2026, to remit to the City the total sum of **\$26,888.39** by cashier's check to avoid the City seeking and imposing a special assessment lien on the Property. Payment should be made out to "City of Monterey Park," should reference "Abatement reimbursement for 509 W. Andrix Street," and can be submitted in person or mailed.

Please be further advised that pursuant to MPMC § 4.30.150(a), "persons failing to abate a public nuisance as ordered pursuant to this chapter, will be obligated to pay all city expenses of abating the nuisance and all administrative costs associated therewith."

¹ Also included in Exhibit A is the total amount of unpaid administrative citations you owe the City.

² The Monterey Park Municipal Code may be accessed at <https://ecode360.com/43876702#43876702>.

Ma Hak and Wanny Z. Ma
April 23, 2026
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Please be further advised of the following pursuant to MPMC § 4.30.150:

C. Recording. The city's nuisance abatement lien will then be recorded in the Los Angeles County recorder's office, and from the date of recording, will have the force, effect, and priority of a judgment lien.

D. Special Assessment. The city's total costs described in this section may also be collected as a special assessment against the lot or parcel on which the nuisance existed. After recordation of the nuisance abatement lien the city may provide a copy of the notice of proposed recordation, proof of service, and the recorded lien to the tax collector and the tax collector will add the described special assessment payments to the next regular tax bill levied against the respective lots or parcels and the amounts will be collected and subject to the same penalties and the same procedure under foreclosure and sale as in the case of tax delinquencies. However, if any real property to which the cost of abatement relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrance for value has been created and attached thereon, before the date on which the first installment of the taxes would become delinquent, then the cost of abatement will not result in a lien against the real property but instead will be transferred to the unsecured roll for collection.
[...]

F. Fees. Any fees incurred by the city for processing, recording of the lien and providing notice to the property owner may be recovered by the city as part of its foreclosure action to enforce the lien.

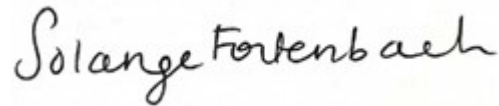
Please be further advised that on **May 6, 2026 at 7:00 p.m.**, a resolution will be brought before the Monterey Park City Council at its regularly scheduled council meeting to authorize a special assessment for the collection of all abatement costs pursuant to MPMC § 4.30.140. **You are free to attend this meeting and be heard by the City Council on this matter, contest the amount of the lien being pursued, or otherwise challenge this resolution to record the lien against your Property.**

Please feel free to contact me with any questions you may have relating to the demand for payment at sfortenbach@bwslaw.com or (949) 265-3416. Please contact Senior Code Compliance Officer Reymundo Lozano at (626) 307-1316 for questions regarding gaining compliance with the MPMC.

Ma Hak and Wanny Z. Ma
April 23, 2026
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Sincerely,

BURKE, WILLIAMS & SORENSEN, LLP

A handwritten signature in black ink that reads "Solange Fortenbach". The signature is written in a cursive, flowing style.

Solange Fortenbach

Attachments:

Exhibit A – Abatement Costs

cc: Reymundo Lozano, Senior Code Compliance Officer
Timothy Campen, Assistant City Attorney
Karl H. Berger, City Attorney

Exhibit A

Accounting of 2023-2026 Abatement-Related Costs

Code Enforcement Costs

Hours	Position	Billable Rate	Cost
27	Code Enforcement Officer	\$46.88	\$1,265.76
1.5	Park Maintenance Supervisor	\$164.50	\$246.75
1.5	Park Maintenance (1)	\$127.13	\$190.69
1.5	Park Maintenance (2)	\$204.43	\$613.29
1.5	Skip Load Tractor (1)	\$619.00	\$928.50
1.5	Ride on Mower (1)	\$116.00	\$1,218.00
1.5	Chain Saw (1)	\$44.00	\$66.00
1.5	Backpack Blowers (2)	\$72.00	\$216.00
1.5	String Trimmers (2)	\$68.00	\$204.00
1.5	Dump Trucks (2)	\$40.00	\$120.00
		Total	\$5,068.99

Monterey Park City Attorney's Office

Date	Billed Amount
9/9/2025	\$24.70
9/30/2025	\$123.50
10/7/2025	\$24.70
10/8/2025	\$123.50
10/15/2025	\$247.00
10/14/2025	\$321.10
10/16/2025	\$296.40
10/21/2025	\$24.70
10/29/2025	\$222.30
10/30/2025	\$1,037.40
10/31/2025	\$74.10
11/2/2025	\$148.20
11/3/2025	\$222.30
11/4/2025	\$24.70
11/10/2025	\$49.40
12/9/2025	\$123.50
12/29/2025	\$370.50
12/30/2025	\$98.80
1/7/2026	\$691.60
1/9/2026	\$1,136.20
1/8/2026	\$74.10

1/5/2026	\$74.10
1/6/2026	\$666.90
1/12/2026	\$1,407.90
1/13/2026	\$889.20
1/14/2026	\$49.40
1/15/2026	\$24.70
1/21/2026	\$222.30
1/22/2026	\$49.40
1/27/2026	\$1,210.30
1/28/2026	\$938.60
1/29/2026	\$74.10
1/30/2026	\$98.80
Total	\$11,164.40

G&S Junk Removal – Invoice

Date	Description	Amount
1/20/2026	Cleanup of Private Property	\$5,720.00
	Total	\$5,720.00

Harold's Key Shop Inc. – Invoice

Date	Description	Amount
1/21/2026	Locksmith	\$150.00
	Total	\$150.00

Mariposa Landscaping Inc. – Invoice

Date	Description	Amount
2/4/2026	Tree Cutting	\$4,625.00
	Total	\$4,625.00

Hearing Officer – Invoice

Date	Description	Amount
10-28-2022	Administrative Hearing	\$160
	Total	\$160.00

Total 2023-2026 Abatement Costs: \$26,888.39

INVOICE

G&S
538 N Fair Oaks Ave
Pasadena, CA 91103

gsjunkremoval1@gmail.com
+1 (626) 217-0083
www.gsjunkremoval.com



Bill to
City of Monterey Park
320 W. NEWMARK AVE
MONTEREY PARK, Ca 91754

Invoice details
Invoice no.: 2984
Terms: Due on receipt
Invoice date: 01/26/2026
Due date: 01/26/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/20/2026	Cleanouts	3 loads, labor and disposal fees. Address: 509 W Andrix	3	\$1,800.00	\$5,400.00
2.		Services	Labor 1 hour downtime	4	\$80.00	\$320.00

Ways to pay



Contact G&S Junk Removal to pay.
Zelle 626-217-0083 Gallo Enterprise LLC
Vanemo @Gallo777

Total	\$5,720.00
Payment	-\$5,720.00
Balance due	\$0.00

Paid in Full



inc.

Invoice

City of Monterey Park
Attn: Marco Martinez
320 West Newmark Ave
Monterey Park, CA 91754

Invoice Number: 101325SpHr
Sent Date: 11/18/2025
Terms: Net 30
Entity Number: 1265

[illegible]

Prepared by: Derek Thamkruphat

Reviewed by: _____

Phone # 949-752-6937

Fax # 949-752-6972

Accounting@DataTicket.com

In order to be environmentally friendly and for your convenience, we have begun electronic billing. If you would like to participate, please contact us at the email below.

Invoice Total	\$160.00
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Payments/Credits	\$0.00
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Total Amount Due	\$160.00
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www.CitationProcessingCenter.com

Harold's Key Shop Inc.
13217 Beverly Boulevard
Whittier, CA 90601-3606



626-289-4850

** I N V O I C E **

Building Maintenance
City of Monterey Park
320 W. Newmark Ave.
Monterey Park, Ca 91754

No.: 556676
Customer No.: 23B
Salesperson: N/A
Date: 21-Jan-26

e-mail: haroldskeyshop@hotmail.com

Product Code	Description	Qty	Unit	Price	Extended
-	CODE ENFORCEMENT	0.00		0.00	0.00
	509 W ANDRIX				
L00190L	SERVICE CALL & STANDBY TIME	1.00		150.00	150.00
SUBTOTAL					150.00
SALES TAX 10.5 %					0.00
SALES TAX 9.25%					0.00
SALES TAX 9.75 %					0.00
TOTAL					150.00
ON ACCOUNT					150.00

Authorization Signature:

X _____

Thank You for Your Business

M A R I P O S A L A N D S C A P E S I N C

PROPOSAL

February 4 ,2026

Lizbeth Rodriguez – Code Enforcement Officer

320 W. Newmark Alhambra Ave.

Monterey Park CA 91755

(626) 999 1032 Fax (626) 307 2590

Lrodriquez@montereypark.ca.gov

Re: 509 W Andrix St Monterey Park Ca

Description This proposal provides for all labor material, and equipment to perform the following services at **509 W Andrix St City of Monterey Park**. This project has been discussed with Lizbet Rodriguez on 02/03/2026 Work Includes:

Flush cut Ficus tree in back by the pool.

Price Total price for above describe work.....\$4,625.00
Four Thousand Six Hundred Twenty FiveAnd00/100 Dollars.

Terms: Total due upon completion.

Exclusions: Prevailing wages, any unforeseen underground obstacles, and anything not mentioned. **City permits and any damage to the structure due to our operations.**

Time Project start date is to be determined by client.

Limits Time limit for the acceptance of this proposal is 30 calendar days from the above date.

Respectfully submitted,

Enrique Figueroa – Account Manager

enrique@mariposa-ca.com

Cell (626)523-0413 Fax (626) 960-8477

Lizbeth Rodriguez-Code Enforcement Officer

Signature and Date



TEL 800 • 794 • 9458 • FAX 626 • 960 • 8477 • www.mariposa-ca.com
15529 ARROW HIGHWAY, IRVINDALE, CA 91706 • CA CONTRACTOR'S LIC # 592268 A, C-27, D-49

Blending Nature and Craftsmanship to Create Ultimate Outdoor Settings