

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

**REGULAR MEETING
MONTEREY PARK CITY HALL COUNCIL CHAMBERS
320 WEST NEWMARK AVENUE, MONTEREY PARK, CA 91754**

**WEDNESDAY
NOVEMBER 7, 2012
7:00 PM**

MISSION STATEMENT

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

Staff reports, writings, or other materials related to an item on this Agenda, which are distributed to the City Council/Agency Board less than 72 hours before this scheduled meeting shall be available for public inspection in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours. Such staff reports, writings, or other materials are also on the City's website subject to staff's ability to post the materials before the meeting. The City's website is located at <http://ci.monterey-park.ca.us/home/index.asp>.

PUBLIC COMMENTS ON AGENDA ITEMS

Any member of the public wishing to address the City Council regarding any item on this Agenda will need to fill out a speaker card and then please return it to the City Clerk prior to the announcement of the Agenda Item.

Speakers are afforded five (5) minutes per individual on each published agenda item. The Public will be allowed consolidation with another speaker's time not to exceed two (2) minutes for each speaker wishing to forego his or her opportunity. However in the interest of ensuring that all members of the Public have an equal opportunity to participate, a single speaker cannot speak for more than ten (10) minutes on the individual Agenda item. In the event that there are a large number of speakers on a particular agenda item, the Council may in the interest of being able to timely conduct business reduce the amount of time allotted to each speaker and/or limit the total amount time allowed for speakers to address the agenda item. At the conclusion of that period of time, the speaker will be asked to please conclude their remarks so that the next speaker may begin their comments.

In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call City Hall, (626) 307-1359. Please notify the City Clerk's Office twenty-four hours prior to the meeting so that reasonable arrangements can be made to ensure availability of audio equipment for the hearing impaired. Council Chambers are wheelchair accessible.

Copies of staff reports and/or written documents pertaining to any item on the Agenda are on file in the Office of the City Clerk and are available for public inspection during regular business hours.

PLEASE NOTE that this Agenda includes items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency, and the Successor Housing Agency which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" next to the Agenda Item Number. Housing Successor Agency will include the notation of "HSA" next to the Agenda Item Number.

CALL TO ORDER **Mayor**

FLAG SALUTE **The Monterey Park Fire Explorers**

ROLL CALL **Mitchell Ing, David Lau, Teresa Real Sebastian, and Anthony Wong**

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS

Any individual wishing to address the Council under Oral and Written Communications needs to complete a Speaker Card provided by the City Clerk and then please return it the City Clerk prior to the City Council taking up this item.

The City Clerk will call members of the public that have submitted speaker cards. The City Clerk will call the public in the same order that the speaker cards are received except that the Clerk may group and present the speaker cards by first calling all persons in favor of an issue and all persons opposed, and finally those with neutral comments.

Items on the Consent Calendar are considered to be routine, ongoing business and will be enacted by one motion. There is no separate discussion on consent items unless a Council Member/Agency Member or citizen so requests, in which event the item is removed from the Consent Calendar and considered separately. Individuals wishing to address the City Council/Agency on any item must first complete a speaker card provided by the City Clerk and must return it to the City Clerk prior to the Council's/Agency's consideration of the Consent Calendar. The City Clerk will not accept cards after the item has been taken up. Time limit for individual comments is five minutes.

Consent Calendar – Approval By Minute Motion

SUCCESSOR AGENCY CONSENT CALENDAR ITEMS 1-2

1. SUCCESSOR AGENCY RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

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

- (1) approve payment of warrants and adopt Resolution No. _____ of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **November 7, 2012 totaling \$20,034.59** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

2. SUCCESSOR AGENCY MINUTES

Approval of Minutes from the regular meetings of October 3, 2012 and October 17, 2012 of the Successor Agency to the former Monterey Park Redevelopment Agency.

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

- (1) approve the minutes from the Successor Agency to the former Monterey Park Redevelopment Agency regular meetings of October 3, 2012 and October 17, 2012; and
- (2) take such additional, related, action that may be desirable.

HOUSING SUCCESSOR AGENCY CONSENT CALENDAR ITEMS 3-4

3. HOUSING SUCCESSOR AGENCY RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Housing Successor Agency) approve all disbursements.

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

- (1) approve payment of warrants and adopt Resolution No. _____ of the Housing Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **November 7, 2012 totaling \$703.76** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

4. HOUSING SUCCESSOR AGENCY MINUTES

Approval of Minutes from the regular meetings of October 3, 2012 and October 17, 2012 of the Housing Successor Agency to the former Monterey Park Redevelopment Agency.

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

- (1) approve the minutes from the Housing Successor Agency to the former Monterey Park Redevelopment Agency regular meetings of October 3, 2012 and October 17, 2012; and
- (2) take such additional, related, action that may be desirable.

PRESENTATIONS: None.

CITY OF MONTEREY PARK CONSENT CALENDAR ITEMS 5-8

5. RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council approve all disbursements.

Recommendations: It is recommended that the City Council

- (1) Approve payment of warrants and adopt Resolution No. _____ allowing certain claims and demands per Warrant Register dated **November 7, 2012 Totalling \$1,304,271.38** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

6. MINUTES

Approval of Minutes from the City Council Regular Meetings of October 3, 2012 and October 17, 2012 and the Special Meeting of October 3, 2012.

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

- (1) approve the minutes from the regular meetings of October 3, 2012 and October 17, 2012 and the Special Meeting of October 3, 2012; and
- (2) take such additional, related, action that may be desirable.

7. ADOPT RESOLUTION NO. _____ SUPPORTING THE COMPLETION OF THE 710 FREEWAY

The City of Monterey Park has been a longstanding proponent of the 710 Gap Closure project. Interstate 710 currently terminates at Valley Boulevard in the City of Alhambra which has had a tremendous negative impact on the City of Alhambra as well as Monterey Park over the years. On a daily basis, large volumes of cars and trucks overflow onto city streets, causing traffic congestion and generating vehicle emissions that contribute to air pollution in our community.

Recommendations: It is recommended that the City Council

- (1) Adopt Resolution No. _____ supporting the completion of the 710 Freeway; and
- (2) take such additional, related, action that may be desirable.

ORAL AND WRITTEN COMMUNICATIONS

Any individual wishing to address the Council under Oral and Written Communications needs to complete a Speaker Card provided by the City Clerk and then please return it the City Clerk prior to the City Council taking up this item.

The City Clerk will call members of the public that have submitted speaker cards. The City Clerk will call the public in the same order that the speaker cards are received except that the Clerk may group and present the speaker cards by first calling all persons in favor of an issue and all persons opposed, and finally those with neutral comments.

PUBLIC HEARING

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

8. AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND CITY VENTURES, LLC

City Ventures, LLC is a housing development company that design and build energy efficient homes and is interested in entering into an agreement with the City to conduct exclusive negotiations to acquire and develop the City yard located at 751 South Alhambra Avenue with approximately 35 single-family homes.

Recommendations: It is recommended that the City Council

- (1) Authorize the City Manager to execute the Exclusive Negotiation Agreement, in a form approved by the City Attorney between the City and City Ventures, LLC; and
- (2) take such additional, related, action that may be desirable.

9. REPORT UPDATE ON ACTIVITIES REGARDING THE TRANSFER OF FIRE PROTECTION, PARAMEDIC, AND INCIDENTAL SERVICES TO THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

At the City Council meeting of April 7, 2010, the City Council approved a number of actions initiating a feasibility study for the provision of Fire protection, paramedic and incidental services by the Consolidated Fire Protection District of Los Angeles County.

Recommendations: It is recommended that the City Council

- (1) Receive and File; and
- (2) take such additional, related, action that may be desirable.

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council communications and committee reports from Council Representatives of specific organizations

CLOSED SESSION

None.

ADJOURN

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS

Staff Report City of Monterey Park

November 7, 2012

To: Paul Talbot, City Manager

From: Annie Yaung, CPFO, Financial Services Manager

Subject: Warrant Register for Successor Agency to the Former Community Redevelopment Agency of November 7, 2012

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park, Acting as the Successor Agency to the Former Community Redevelopment Agency (SA). I also certify that there are monies available for the payments thereof. Please note that amounts being paid by the SA funds in this warrant register represented expenditures incurred, which are pending for approval by the Oversight Board.

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 86-87 and 100-106 (SA).

Fiscal Impact

Disbursements from all SA funds total \$20,034.59.

Recommendation

Adopt SA Resolutions approving payment of warrants.

By: _____

Annie Yaung, CPFO
Financial Services Manager

Approval: _____

Paul Talbot
City Manager

RESOLUTION NO. SA-_____

**A RESOLUTION OF THE
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)
ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED 7TH DAY OF NOVEMBER 2012
TOTALING \$20,034.59 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID**

THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY
DOSE RESOLVE AS FOLLOWS:

SECTION 1. That the following claims and demands have been audited and that the same
are hereby allowed from various funds in the following amounts:

Atlantic/Garvey Projects	\$ 9,984.17
Merged Project Projects	10,050.42
Total	<u>\$ 20,034.59</u>

PASSED, APPROVED AND ADOPTED THE 7TH DAY OF NOVEMBER 2012.

Mitchell Ing
City of Monterey Park,
California

ATTEST:

David M. Barron, CMC, City Clerk
City of Monterey Park,
California

Resolution No. SA-_____
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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY)
OF CITY OF MONTEREY PARK)

I hereby certify that this resolution was duly adopted by the
Successor Agency to the Former Community Redevelopment Agency,
at a regular meeting held on the 7th day of November 2012 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

David M. Barron, CMC, City Clerk
City of Monterey Park,
California

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BANK AMERICARD	0860-801-1203-39400	298.50	9/12 STMT-SA TRAINING		87	
	0870-801-1203-39400	298.50	9/12 STMT-SA TRAINING		87	
						597.00
CHESTER S YOSHIZAKI	0870-801-1203-31950	1,937.50	CONSULTANT 8/12		86	
	0860-801-1203-31950	1,937.50	CONSULTANT-8/12		86	
						3,875.00
						4,472.00
TOTAL FOR PREPAID WARRANTS						

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BLX GROUP LLC	0860-801-1203-31950	2,250.00	ARBITRAGE REBATE REPORT		100	2,250.00
JENKINS & HOGIN, LLP	0860-801-1203-31600	1,575.00	LEGAL-SA		101	
	0870-801-1203-31600	1,575.00	LEGAL-SA		101	
	0870-801-1203-31600	3,075.00	LEGAL-ATLANTIC TIMES SQUARE		101	6,225.00
NATIONAL CONSTRUCTION RENTALS	0870-801-1203-31100	66.06	FENCE RENTAL-540 W.GARVEY		102	66.06
OCE IMAGISTICS INC	0860-801-1203-37500	682.40	COPIER SUPPLIES		103	682.40
OFFICE DEPOT INC.	0860-801-1203-39250	140.25	OFFICE SUPPLIES		104	
	0870-801-1203-39250	98.36	OFFICE SUPPLIES		104	238.61
OFFICE SOLUTIONS	0860-801-1203-39250	100.52	OFFICE SUPPLIES		105	100.52
PUN & MCGEADY LLP	0860-850-1203-31800	3,000.00	AUDIT SERVICES	69595	106	
	0870-850-1203-31800	3,000.00	AUDIT SERVICES	69595	106	6,000.00
TOTAL FOR PRINTED WARRANTS						15,562.59

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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TOTAL FOR PREPAID WARRANTS	4,472.00
TOTAL FOR PRINTED WARRANTS	15,562.59
TOTAL WARRANTS	20,034.59
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	2
TOTAL CHECKS PRINTED	7
TOTAL CHECKS ISSUED	9

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	2,236.00	7,748.17	9,984.17
0870	MERGED CAPITAL PROJECTS	2,236.00	7,814.42	10,050.42
	TOTAL	4,472.00	15,562.59	20,034.59

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 2 (SA)

DATE: November 7, 2012

TO: Paul Talbot, City Manager
FROM: David M. Barron, City Clerk
SUBJECT: Successor Agency (SA) Minutes

Attached are minutes for approval by City Council for the following meetings:

- October 3, 2012 (Regular)
- October 17, 2012 (Regular)

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Council acting on behalf Successor Agency to the former Redevelopment Agency approved the minutes.

By:



David M. Barron
City Clerk (E)

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
OCTOBER 3, 2012**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, October 3, 2012 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Ing called the meeting to order at 7:00 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Lau, Wong, Real Sebastian, Ing

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Director of Community Development Basham, Director of Public Works Saykali, Director of Human Resources Cody, Fire Chief Birrell, Police Chief Smith, Fire Captain Hallock, Financial Services Manager Yaung, Acting Economic Development Specialist Ramirez, Interim City Librarian Arvizu

1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None.

(SA) CONSENT CALENDAR CONSISTS OF ITEM NO. 2

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

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item No. 2, and reading resolutions and ordinances by title only and waiving further reading thereof.

MISSION STATEMENT

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

Motion: Moved by Council Member Wong and seconded by Council Member Lau, motion carried by the following vote:

Ayes: Council Members: Lau, Wong, Real Sebastian, Ing
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

2. (SA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

Action Taken: The City Council approved the payment of warrants and adopted **Resolution No. SA-22** of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **September 19, 2012 and October 3, 2012 totaling \$21,639.92** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. SA-22 entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **September 19, 2012 and October 3, 2012 totaling \$21,639.92** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

This is the end of Successor Agency (SA) items.

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
OCTOBER 17, 2012**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, October 17, 2012 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Ing called the meeting to order at 7:00 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Lau, Wong, Real Sebastian, Ing

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, Deputy City Attorney Berger, City Treasurer Leon, Director of Community Development Basham, Director of Public Works Saykali, Director of Human Resources Cody, Fire Chief Birrell, Police Chief Smith, Police Captain Harris, Financial Services Manager Yaung, Acting Economic Development Specialist Ramirez, Interim City Librarian Arvizu

1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

Discussion: City Manager Talbot reported that Item No. 11 will be continued to a future council meeting. He also reported the staff report corrections on Item No. 16 stating (1) the Recreation Supervisor/Senior Center position was discussed after the passing of the previous employee, Beth Ryan and (2) the Deputy Fire Marshal and Revenue Collection Specialist position(s) were approved at the June budget meetings.

(SA) CONSENT CALENDAR CONSISTS OF ITEM NOS. 2-5

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

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item Nos. 2-5, and reading resolutions and ordinances by title only and waiving further reading thereof.

Motion: Moved by Council Member Wong and seconded by Council Member Lau, motion carried by the following vote:

Ayes: Council Members: Lau, Wong, Real Sebastian, Ing
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

2. (SA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

Action Taken: The City Council approved the payment of warrants and adopted **Resolution No. SA-23** of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **October 17, 2012 totaling \$7,323.56** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. SA-23 entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **October 17, 2012 totaling \$7,323.56** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3. (SA) INVESTMENT REPORT AS OF SEPTEMBER 2012

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency received and filed the investment report as of September 2012 on Consent Calendar.

4. (SA) Minutes

Approval of Minutes from the special meetings of September 11, 2012, September 27, 2012 (cancelled) and October 1, 2012, and the regular meeting of September 19, 2012 of the Successor Agency to the former Monterey Park Redevelopment Agency.

Action Taken: The City Council approved the minutes from the Successor Agency to the former Monterey Park Redevelopment Agency special meetings of September 11, 2012, September 27, 2012 (cancelled) and October 1, 2012, and the regular meeting of September 19, 2012 on Consent Calendar.

5. (SA) AGREEMENT WITH JWA URBAN CONSULTANTS TO MONITOR THE HOUSING AFFORDABILITY COMPLIANCE REGULATIONS

JWA Consulting Services has been under contract with the City for several months assisting the Community Development Department with the daily operation of the Federal CDBG/HOME housing and commercial programs. Since the federal, state and local housing duties are interrelated, Staff recommends that JWA services be used to assist with the monitoring and compliance requirements for the four housing projects addressed 321-371 East Pomona Avenue and the 534 Chandler Avenue.

Action Taken: The City Council acting on behalf of the Successor Agency to the former Monterey Park Redevelopment Agency awarded a service agreement to JWA Urban Consultants, Inc., in a form approved by the City Attorney, in an amount not to exceed \$66,000, to complete the tasks outlined in the scope of services for the Housing Successor Agency effective July 1, 2012 and ending June 30, 2013 on Consent Calendar.

This is the end of Successor Agency (SA) items.

Staff Report City of Monterey Park

November 7, 2012

To: Paul Talbot, City Manager

From: Annie Yaung, CPFO, Financial Services Manager

Subject: Warrant Register for Housing Successor Agency to the Former
Community Redevelopment Agency of November 7, 2012

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park, Acting as the Housing Successor Agency to the Former Community Redevelopment Agency (Housing SA). I also certify that there are monies available for the payments thereof. Please note that amounts being paid by the Housing SA funds in this warrant register represented expenditures incurred, which are pending for approval by the Oversight Board.

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 23-24 and 50-51 (Housing SA).

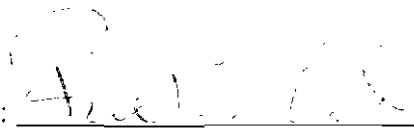
Fiscal Impact

Disbursements from the Housing Successor Agency fund total \$703.76.

Recommendation

Adopt the Housing Successor Agency Resolution approving payment of warrants.

By: 
Annie Yaung, CPFO
Financial Services Manager

Approval: 
Paul Talbot
City Manager

RESOLUTION NO. HOUSING SA-_____

**A RESOLUTION OF THE
HOUSING SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY
ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED 7TH DAY OF NOVEMBER 2012
TOTALING \$703.76 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID**

THE HOUSING SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY
DOSE RESOLVE AS FOLLOWS:

SECTION 1. That the following claims and demands have been audited and that the same
are hereby allowed from various funds in the following amounts:

Housing Successor Agency	\$ 703.76
Total	<u>\$ 703.76</u>

PASSED, APPROVED AND ADOPTED THE 7TH DAY OF NOVEMBER 2012.

Mitchell Ing
City of Monterey Park,
California

ATTEST:

David M. Barron, CMC, City Clerk
City of Monterey Park,
California

Resolution No. SA-_____
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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
HOUSING SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY)
OF CITY OF MONTEREY PARK)

I hereby certify that this resolution was duly adopted by the
Housing Successor Agency to the Former Community Redevelopment Agency,
at a regular meeting held on the 7th day of November 2012 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

David M Barron, CMC, City Clerk
City of Monterey Park,
California

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SOUTHERN CALIFORNIA EDISON CO.	0880-701-0880-05455	31.78	ELECTRICITY-534 CHANDLER		23	
	0880-701-0880-05455	38.88	ELECTRICITY-534H CHANDLER		23	
	0880-701-0880-05455	1.41	ELECTRICITY-534H CHANDLER		23	
						72.07
THE GAS COMPANY (DBA)	0880-701-0880-05455	12.67	GAS SERVICES-534D CHANDLER		24	
	0880-701-0880-05455	31.26	GAS SERVICES-534E CHANDLER		24	
	0880-701-0880-05455	12.67	GAS SERVICES-534F CHANDLER		24	
	0880-701-0880-05455	14.09	GAS SERVICES-534J CHANDLER		24	
	0880-701-0880-05455	10.23	GAS SERVICES-534C CHANDLER		24	
	0880-701-0880-05454	1.30	GAS SERVICES-534L CHANDLER		24	
						82.22
	TOTAL FOR PREPAID WARRANTS					154.29

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CITY OF MONTEREY PARK	0880-701-0880-05454	15.03	WATER & REFUSE-321 E.POMONA		50	
	0880-701-0880-05451	246.79	WATER & REFUSE-325 E.POMONA		50	
						261.82
FOUR SEASONS CONSTRUCTION	0880-701-0880-05454	48.00	COMM REHAB-321 E.POMONA B&D		51	
	0880-701-0880-05454	25.00	COMM REHAB-321 E.POMONA B&D		51	
	0880-701-0880-05455	214.65	COMM REHAB-534 N.CHANDLER		51	
						287.65
	TOTAL FOR PRINTED WARRANTS					549.47

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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TOTAL FOR PREPAID WARRANTS	154.29
TOTAL FOR PRINTED WARRANTS	549.47
TOTAL WARRANTS	703.76
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	2
TOTAL CHECKS PRINTED	2
TOTAL CHECKS ISSUED	4

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0880	CITY/HOUSING SUCCESSOR AGENCY	154.29	549.47	703.76
	TOTAL	154.29	549.47	703.76

Staff Report City of Monterey Park

Consent Calendar
Agenda item 4 (HSA)

DATE: November 7, 2012

TO: Paul Talbot, City Manager
FROM: David M. Barron, City Clerk
SUBJECT: Housing Successor Agency (HSA) Minutes

Attached are minutes for approval by City Council for the following meetings:

- October 3, 2012 (Regular)
- October 17, 2012 (Regular)

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Council acting on behalf Housing Successor Agency of the former Community Redevelopment Agency approved the minutes.

By:



David M. Barron
City Clerk (E)

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
OCTOBER 3, 2012**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, October 3, 2012 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Ing called the meeting to order at 7:00 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Lau, Wong, Real Sebastian, Ing

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Director of Community Development Basham, Director of Public Works Saykali, Director of Human Resources Cody, Fire Chief Birrell, Police Chief Smith, Fire Captain Hallock, Financial Services Manager Yaung, Acting Economic Development Specialist Ramirez, Interim City Librarian Arvizu

1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None.

(SA) CONSENT CALENDAR CONSISTS OF ITEM NO. 2

2. (SA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

See Successor Agency Minutes

This is the end of Successor Agency (SA) items.

MISSION STATEMENT

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

(HSA) CONSENT CALENDAR CONSISTS OF ITEM NO. 3

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

Action Taken: The City Council acting on behalf of the Housing Successor Agency of the former Community Redevelopment Agency (Housing SA) approved and adopted Item No. 3 and reading resolutions and ordinances by title only and waiving further reading thereof.

Motion: Moved by Council Member Wong and seconded by Council Member Lau, motion carried by the following vote:

Ayes: Council Members: Lau, Wong, Real Sebastian, Ing
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

3. (HSA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Housing Successor Agency) approve all disbursements.

Action Taken: The City Council approved payment of warrants and adopted **Resolution No. HSA – 10** of the Housing Successor Agency to the former Community Redevelopment Agency (HSA) allowing certain claims and demands per warrant register dated **September 19, 2012 and October 3, 2012 totaling \$2,378.09** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. HSA – 10, entitled:

A RESOLUTION OF THE HOUSING SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (HSA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **September 19, 2012 and October 3, 2012 totaling \$21,639.92** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

This is the end of Housing Successor Agency (HSA) items.

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
OCTOBER 17, 2012**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, October 17, 2012 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Ing called the meeting to order at 7:00 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Lau, Wong, Real Sebastian, Ing

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, Deputy City Attorney Berger, City Treasurer Leon, Director of Community Development Basham, Director of Public Works Saykali, Director of Human Resources Cody, Fire Chief Birrell, Police Chief Smith, Police Captain Harris, Financial Services Manager Yaung, Acting Economic Development Specialist Ramirez, Interim City Librarian Arvizu

1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

Discussion: City Manager Talbot reported that Item No. 11 will be continued to a future council meeting. He also reported the staff report corrections on Item No. 16 stating the Recreation Supervisor/Senior Center position was discussed after the passing of the previous employee, Beth Ryan and (2) the Deputy Fire Marshal and Revenue Collection Specialist position(s) were approved at the June budget meetings.

(SA) CONSENT CALENDAR CONSISTS OF ITEM NOS. 2-5

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

2. (SA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

See Successor Agency Minutes

3. (SA) INVESTMENT REPORT AS OF SEPTEMBER 2012

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

See Successor Agency Minutes

4. (SA) Minutes

Approval of Minutes from the special meetings of September 11, 2012, September 27, 2012 (cancelled) and October 1, 2012, and the regular meeting of September 19, 2012 of the Successor Agency to the former Monterey Park Redevelopment Agency.

See Successor Agency Minutes

5. (SA) AGREEMENT WITH JWA URBAN CONSULTANTS TO MONITOR THE HOUSING AFFORDABILITY COMPLIANCE REGULATIONS

JWA Consulting Services has been under contract with the City for several months assisting the Community Development Department with the daily operation of the Federal CDBG/HOME housing and commercial programs. Since the federal, state and local housing duties are interrelated, Staff recommends that JWA services be used to assist with the monitoring and compliance requirements for the four housing projects addressed 321-371 East Pomona Avenue and the 534 Chandler Avenue.

See Successor Agency Minutes

This is the end of Successor Agency (SA) items.

(HSA) CONSENT CALENDAR CONSISTS OF ITEM NOS. 6-7

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

Action Taken: The City Council acting on behalf of the Housing Successor Agency of the former Community Redevelopment Agency (Housing SA) approved and adopted Item Nos. 6-7 and reading resolutions and ordinances by title only and waiving further reading thereof.

Motion: Moved by Council Member Lau and seconded by Council Member Wong, motion carried by the following vote:

Ayes: Council Members: Lau, Wong, Real Sebastian, Ing
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

6. (HSA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Housing Successor Agency) approve all disbursements.

Action Taken: The City Council approved payment of warrants and adopted **Resolution No. HSA – 11** of the Housing Successor Agency to the former Community Redevelopment Agency (HSA) allowing certain claims and demands per warrant register dated **October 17, 2012 totaling \$350.96** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. HSA – 11, entitled:

A RESOLUTION OF THE HOUSING SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (HSA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **October 17, 2012 totaling \$350.96** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

7. (HSA) MINUTES

Approval of Minutes from the regular meeting of September 19, 2012 of the Housing Successor Agency to the former Monterey Park Redevelopment Agency.

Action Taken: The City Council approved the minutes from the Housing Successor Agency to the former Monterey Park Redevelopment Agency regular meeting of September 19, 2012 on Consent Calendar.

This is the end of Housing Successor Agency (HSA) items.

Staff Report City of Monterey Park

November 7, 2012

To: Paul Talbot, City Manager
From: Annie Yaung, CPFO, Financial Services Manager
Subject: Warrant Register for the City of Monterey Park of November 7, 2012

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park. I also certify that there are monies available for the payments thereof.

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 274508-274572 and 290000-290173.

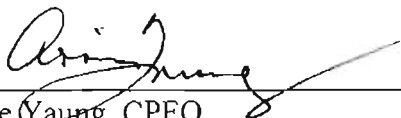
Fiscal Impact

Disbursements from all funds total \$1,304,271.38.

Recommendation

Adopt City Resolutions approving payment of warrants.

By: _____


Annie Yaung, CPFO
Financial Services Manager

Approval: _____


Paul Talbot
City Manager

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED 7TH DAY OF NOVEMBER 2012
TOTALING \$1,304,271.38 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID

THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES RESOLVE:

SECTION 1. That the following claims and demands have been audited and that the same are hereby allowed from various funds in the following amounts:

General Fund	\$ 171,154.79
State Gas Tax Fund	1,937.66
Refuse Fund	417,211.42
City Shop Fund	72,530.30
Technology Internal Service Fund	4,959.61
Payroll Clearing Account	14,646.10
Public Safety Impact Fee	5,561.96
Special Deposits Fund	22,610.89
Business Improvement Area #1	48,267.56
Water Fund	165,249.69
Water Treatment Fund	11,912.42
OPA Proposition A	15,443.94
Measure R Fund	3,305.78
Library Tax Fund	336.18
STC Standards/Training/Corrections	165.00
POST	226.30
Home Housing Program	135,951.66
Recreation Fund	1,045.60
Asset Forfeiture	7,210.47
Construction Agency Fund	1,540.00
Cal Library Literacy Svc Grant	4,574.30
Prop C	75,499.70
CDBG Fund	7,125.80
Maintenance District 93-1	40,632.83
Prop A - Per Parcel Grant	1,069.00
Beverage Container Recycling	255.91
SAFETEA-LU Grant	1,096.20
Maintenance Grant (075)	4,090.00
MTA Grant (Montebello)	4,232.59
ELAC Contributions	274.05
MTA (TEA21 Special Grant)	63,751.05
ELAC Instructional Serv Prog	401.27
Literacy Trust Grant	1.35
TOTAL	\$ 1,304,271.38

PASSED, APPROVED AND ADOPTED THE 7TH DAY OF NOVEMBER 2012.

 Mitchell Ing
 City of Monterey Park, California

ATTEST

 David M. Barron, CMC, City Clerk
 City of Monterey Park, California

RESOLUTION NO. 11220

Page 2

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY COUNCIL OF THE)
CITY OF MONTEREY PARK)

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Monterey Park at a regular meeting held on the 7th day of November 2012 by the following vote of the Council:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

David M. Barron, CMC, City Clerk
City of Monterey Park, California

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
(DBA) WYNDHAM IRVINE - ORANGE COUN	0136-801-3101-33250	736.32	POLICE-POST TRAINING		274508	736.32
	0136-801-3101-33250	787.28	POLICE-POST TRAINING		274509	787.28
3M LIBRARY SYSTEMS CONTRACT	0075-450-0075-08320	1,804.00	LIBRARY SYSTEM MAINTENANCE		274553	1,804.00
ADLERHORST INTERNATIONAL INC.	0010-801-3103-22800	700.00	POLICE-TRAINING		274554	700.00
BRIAN ANDRUS	0136-801-3101-33250	30.00	POLICE-POST TRAINING		274555	30.00
ANTHEM BLUE CROSS	0010-801-5102-12330	6,818.64	11-12/12 MEDICAL INSURANCE		274556	6,818.64
	0010-701-0010-07960	1,719.41	REFUND-AMBULANCE FEE		274534	1,719.41
AT & T	0022-801-4206-32050	1,203.68	8/12 PHONE SERVICE		274510	1,203.68
AT&T	0010-801-1408-32050	1,487.30	INTERNET/PHONE SERVICE		274511	
	0010-801-3112-32050	991.53	INTERNET/PHONE SERVICE		274511	
	0010-801-3201-32050	495.76	INTERNET/PHONE SERVICE		274511	
	0010-801-6001-32050	165.25	INTERNET/PHONE SERVICE		274511	
	0169-801-2201-32050	165.25	INTERNET/PHONE SERVICE		274511	
	0022-801-4206-32050	296.28	INTERNET/PHONE SERVICE		274511	
	0109-801-6511-32050	132.94	INTERNET/PHONE SERVICE		274511	
	0010-801-1301-32050	29.63	INTERNET/PHONE SERVICE		274511	
	0010-801-6001-32050	397.69	INTERNET/PHONE SERVICE		274511	
	0010-801-1404-32050	571.09	INTERNET/PHONE SERVICE		274511	
	0010-801-1408-32050	122.60	INTERNET/PHONE SERVICE		274511	
	0043-801-1404-32050	399.07	INTERNET/PHONE SERVICE		274511	
	0092-801-1404-32050	484.59	INTERNET/PHONE SERVICE		274511	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						5,738.98
BACKFLOW APPARATUS & VALVE CO	0346-801-5003-91750	274.05	ELAC TRANSIT CENTER PROJECT		274512	
	0342-801-5003-91750	1,096.20	ELAC TRANSIT CENTER PROJECT		274512	
						1,370.25
BANK AMERICARD	0010-801-1201-39400	38.00	9/12 STMT-CMO-TRAINING		274535	
	0077-801-1111-31950	38.00	9/12 STMT-CMO-TRAINING		274535	
	0010-801-1801-33200	300.00	9/12 STMT-CALPERS-TRAINING		274535	
	0092-801-1403-39400	120.00	9/12 STMT-GFOA-TRAINING		274535	
						496.00
	0010-801-1101-22670	16.35	9/12 STMT-REFRESHMENT		274536	
	0010-801-1101-39400	181.88	9/12 STMT-LCC-CONFERENCE		274536	
	0010-801-1101-39400	1,469.27	9/12 STMT-ICSC-CONFERENCE		274536	
						1,667.50
JAMES BIRRELL	0010-801-3210-38400	120.00	REIMBURSE-FIRE-SUPPLIES		274513	
						120.00
	0071-801-3201-39460	130.00	REIMBURSE-FIRE-SUPPLIES		274557	
						130.00
BJ PARTY SUPPLIES	0075-450-0075-08620	83.25	ENVIRONMENTAL STUDENTS MEET		274514	
						83.25
CALBO TRAINING INSTITUTE	0010-801-1703-33200	150.00-	VOID CHECK		273833	
						150.00-
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	250.67	WATER SERVICE 10/12		274558	
						250.67
CHARTER COMMUNICATIONS	0010-801-3201-32050	553.32	INTERNET/CABLE SERVICE		274515	
						553.32
	0010-801-1404-32050	70.26	INTERNET/CABLE SERVICE		274537	
	0010-801-3112-32050	32.55	INTERNET/CABLE SERVICE		274537	
	0043-801-1404-32050	51.77	INTERNET/CABLE SERVICE		274537	
	0092-801-1404-32050	62.87	INTERNET/CABLE SERVICE		274537	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CHARTER COMMUNICATIONS	0092-801-4220-32050	19.64	INTERNET/CABLE SERVICE		274537	237.09
CHEVRON INC	0060-801-4211-22250	1,802.09	9/12-FUEL SERVICE		274538	1,802.09
ALBERT CHIU	0010-701-0010-03630	65.00	REFUND-PARKING CITATION		274539	65.00
PETER CHOW	0010-701-0010-03630	65.00-	VOID CHECK		274321	130.00-
	0010-701-0010-03630	65.00-	VOID CHECK		274321	
	0010-701-0010-03630	65.00	REFUND-PARKING CITATION		274540	65.00
CHRISTINA BRAVO	0010-801-3205-39700	180.00	FIRE PRV-TRAINING		274541	180.00
CITY OF MONTEREY PARK	0092-450-0092-09000	3,755.00	REFUND-WATER DEPOSIT		274559	1,431.21
	0092-701-0092-07510	3,332.98-	WATER USAGE		274559	
	0092-701-0092-07510	1,009.19	REFUND-WATER USAGE		274559	
DAN COSTLEY	0075-450-0075-08895	150.00	HOLLOWEEN DECORATING CONTEST		274542	150.00
DIVERSIFIED RISK INSURANCE	0075-450-0075-08350	329.48	SPECIAL EVENT INSURANCE		274516	329.48
E C CONSTRUCTION CO.	0109-801-5003-91750	11,705.17	STREET REPAIR-ELAC TRANSIT CTR	70335	274517	79,688.81
	0345-801-5003-91750	4,232.59	STREET REPAIR-ELAC TRANSIT CTR	70335	274517	
	0347-801-5003-91750	63,751.05	STREET REPAIR-ELAC TRANSIT CTR	70335	274517	
BRUCE FALLON	0060-801-4211-39400	126.00	FLEET-RECERTIFICATION		274560	126.00
STEPHEN GIOVANAZZI	0136-801-3101-33250	500.00	POLICE-POST TRAINING		274518	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						500.00
BING HAN	0136-801-3101-33250	500.00	POLICE-POST TRAINING		274519	500.00
HARDY & HARPER, INC	0092-850-5003-91914	6,049.23	PAVEMENT REPAIR	69426	274520	6,049.23
HUNTINGTON HARBOUR	0159-801-6507-31930	585.00	WINTER EXCURSION		274521	585.00
IPMA	0010-801-1801-39400	29.00	HUMAN RESOURCES-TRAINING		274522	29.00
MARK KHAIL	0349-801-3201-39400	195.43	FIRE-TRAINING		274523	195.43
GWEN KISHIDA	0075-450-0075-08250	95.00	PETTY CASH-TRAINING		274561	
	0010-801-6006-22450	7.32	PETTY CASH-SUPPLIES		274561	
	0010-801-6006-22450	21.72	PETTY CASH-SUPPLIES		274561	
	0010-801-6006-22450	42.41	PETTY CASH-SUPPLIES		274561	
	0163-801-6005-22750	82.14	PETTY CASH-SUPPLIES		274561	248.59
KOVATCH MOBILE EQUIPMENT	0060-801-3210-38400	1,924.71-	VOID CHECK	70178	274399	
	0060-801-3210-38400	5,292.59-	VOID CHECK	70178	274399	
	0060-801-3210-38400	1,585.60-	VOID CHECK	70178	274399	
	0060-801-3210-38400	3,225.70-	VOID CHECK	70178	274399	12,028.60-
KENNETH LEASURE	0349-801-3201-39400	167.83	FIRE-REIMBURSE-REFRESHMENTS		274524	167.83
WILLIAM LEON	0136-801-3101-33250	30.00	POLICE-POST TRAINING		274562	30.00
LOS ANGELES COUNTY CERTIFIED	0060-801-4211-41100	2,185.00	HAZARDOUS WASTE/GENERATOR FEE	70372	274543	
	0060-801-4211-41100	1,905.43	HAZARDOUS WASTE/GENERATOR FEE	70372	274543	
	0060-801-4211-31950	91.57	HAZARDOUS WASTE/GENERATOR FEE	70372	274543	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						4,182.00
LOS ANGELES COUNTY CLERK	0010-801-1701-22750	75.00	DEV SVCS-CEQA EXEMPTION		274544	75.00
MONTEREY PARK PETTY CASH	0010-801-4212-39300	25.00	PETTY CASH-TRAINING		274545	
	0075-450-0075-08915	25.00	PETTY CASH-VOLUNTEER RECON		274545	
	0010-801-4202-31950	18.00	PETTY CASH-PARKING		274545	
	0092-801-4222-22750	8.15	PETTY CASH-REFRESHMENTS		274545	
	0010-801-1403-39400	19.09	PETTY CASH-MILEAGE		274545	
	0010-801-6517-22750	10.00	PETTY CASH-PARKING		274545	
	0092-801-4222-31950	12.10	PETTY CASH-POSTAGE		274545	
	0092-801-4222-22750	10.86	PETTY CASH-REFRESHMENTS		274545	
	0075-450-0075-08800	25.58	PETTY CASH-CAR SHOW		274545	
	0092-801-4220-39400	50.53	PETTY CASH-REFRESHMENTS		274545	
	0092-801-4222-22750	5.44	PETTY CASH-REFRESHMENTS		274545	
	0092-801-4220-39700	22.50	PETTY CASH-REFRESHMENTS		274545	
	0010-801-6517-22750	10.00	PETTY CASH-PARKING		274545	242.25
	0010-801-6517-32050	60.88	PETTY CASH-SUPPLIES		274563	
	0010-801-4212-33100	17.42	PETTY CASH-MILEAGE		274563	
	0071-801-3201-39460	16.28	PETTY CASH-SUPPLIES		274563	
	0071-801-3201-39460	5.44	PETTY CASH-SUPPLIES		274563	
	0071-801-3201-39460	55.99	PETTY CASH-SUPPLIES		274563	
	0092-801-4220-39400	43.94	PETTY CASH-REFRESHMENTS		274563	199.95
ND ELECTRICAL CONSTRUCTION, INC.	0166-801-5003-91909	21,956.74	BUS SHELTERS & SIGNS	70319	274525	21,956.74
NEXTEL COMMUNICATIONS	0010-801-1408-32050	214.04	8/12-9/11/12 WIRELESS DATA		274526	
	0010-801-1701-32050	21.22	8/12-9/11/12 WIRELESS DATA		274526	
	0010-801-1702-32050	147.46	8/12-9/11/12 WIRELESS DATA		274526	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
NEXTEL COMMUNICATIONS	0010-801-1703-32050	33.72	8/12-9/11/12 WIRELESS DATA		274526	
	0010-801-1801-32050	46.98	8/12-9/11/12 WIRELESS DATA		274526	
	0010-801-3112-32050	2,253.45	8/12-9/11/12 WIRELESS DATA		274526	
	0010-801-3205-32050	131.64	8/12-9/11/12 WIRELESS DATA		274526	
	0010-801-4209-32050	464.63	8/12-9/11/12 WIRELESS DATA		274526	
	0010-801-4212-32050	366.28	8/12-9/11/12 WIRELESS DATA		274526	
	0010-801-6502-32050	167.34	8/12-9/11/12 WIRELESS DATA		274526	
	0010-801-6517-32050	198.74	8/12-9/11/12 WIRELESS DATA		274526	
	0060-801-4211-38400	16.76	8/12-9/11/12 WIRELESS DATA		274526	
	0092-801-4221-32050	107.47	8/12-9/11/12 WIRELESS DATA		274526	
	0092-801-4222-32050	151.81	8/12-9/11/12 WIRELESS DATA		274526	
	0092-801-4223-32050	295.03	8/12-9/11/12 WIRELESS DATA		274526	
	0109-801-6511-31180	205.94	8/12-9/11/12 WIRELESS DATA		274526	
	0092-801-1408-32050	1,574.72	8/12-9/11/12 WIRELESS DATA		274526	
						3,247.79
PETER PALOMINO	0010-801-3103-22310	48.94	REIMBURSE-UNIFORM		274527	
						48.94
PARTYLINE EVENTS	0075-450-0075-08500	60.52	ARTISAN'S FAIRE-RENTAL	70310	274564	
						60.52
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	4.20	POSTAGE		274528	
	0010-801-1403-32200	187.70	POSTAGE		274528	
	0010-801-1406-32200	221.85	POSTAGE		274528	
	0010-801-1407-32200	19.35	POSTAGE		274528	
	0010-801-1701-32200	34.38	POSTAGE		274528	
	0010-801-1702-32200	128.75	POSTAGE		274528	
	0010-801-1703-32200	6.84	POSTAGE		274528	
	0010-801-1801-32200	62.20	POSTAGE		274528	
	0010-801-1802-32200	9.90	POSTAGE		274528	
	0010-801-3101-32200	25.99	POSTAGE		274528	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-3102-32200	11.99	POSTAGE		274528	
	0010-801-3104-32200	41.85	POSTAGE		274528	
	0010-801-3111-32200	4.05	POSTAGE		274528	
	0010-801-3113-32200	65.70	POSTAGE		274528	
	0010-801-3114-32200	141.27	POSTAGE		274528	
	0010-801-3120-32200	0.45	POSTAGE		274528	
	0010-801-3201-32200	27.70	POSTAGE		274528	
	0010-801-3205-32200	82.13	POSTAGE		274528	
	0010-801-3210-32200	5.35	POSTAGE		274528	
	0010-801-3220-32200	14.73	POSTAGE		274528	
	0010-801-4209-32200	14.50	POSTAGE		274528	
	0010-801-6001-32200	94.50	POSTAGE		274528	
	0010-801-6502-32200	70.90	POSTAGE		274528	
	0043-801-4212-32200	40.30	POSTAGE		274528	
	0075-450-0075-09230	80.40	POSTAGE		274528	
	0077-801-1111-31950	322.65	POSTAGE		274528	
	0092-801-1201-32200	0.45	POSTAGE		274528	
	0092-801-4223-32200	0.45	POSTAGE		274528	
	0445-801-6005-32200	1.35	POSTAGE		274528	
						1,721.88
PRIVATE MEDICAL CARE, INC.	0065-461	2,747.25	10/12-DENTAL INSURANCE		274546	
						2,747.25
RAQUEL RICHARDS	0010-801-1801-39400	23.78	PETTY CASH-REFRESHMENTS		274565	
	0010-801-1801-39550	3.57	PETTY CASH-REFRESHMENTS		274565	
	0010-801-1801-39400	25.00	PETTY CASH-REFRESHMENTS		274565	
	0010-801-1802-33100	13.76	PETTY CASH-MILEAGE		274565	
	0010-801-1802-33100	21.52	PETTY CASH-MILEAGE		274565	
	0010-801-1801-39550	36.18	PETTY CASH-REFRESHMENTS		274565	
	0010-801-1801-39550	140.22	PETTY CASH-REFRESHMENTS		274565	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
RAQUEL RICHARDS	0010-801-1801-39550	38.85	PETTY CASH-REFRESHMENTS		274565	302.88
RENT-A-TOOL	0176-801-6516-38500	32.00-	VOID CHECK		272542	
	0176-801-6516-23050	28.00-	VOID CHECK		272542	60.00-
RIVERSIDE COUNTY SHERIFFS DEPT	0136-801-3101-33250	2,970.00-	VOID CHECK		274094	2,970.00-
	0136-801-3101-33250	198.00	POLICE-POST TRAINING		274566	198.00
ROSEMOUNT ANALYTICAL INC. ACCT#0943	0093-801-4227-23300	648.76-	VOID CHECK	69543	273072	
	0093-801-4230-23300	648.76-	VOID CHECK	69543	273072	1,297.52-
	0093-801-4227-23300	648.76	WATER-PARTS		274529	
	0093-801-4230-23300	648.76	WATER-PARTS		274529	1,297.52
SAN BERNARDINO SHERIFFS DEPT.	0136-801-3101-33250	30.00-	VOID CHECK		272860	30.00-
SAN GABRIEL BASIN WATER	0092-801-4222-22900	24,302.29	COMBINED ASSESSMENT		274547	24,302.29
SBC LONG DISTANCE	0010-801-1408-32050	95.00	PHONE SERVICE-9/12		274567	
	0010-801-3112-32050	63.33	PHONE SERVICE-9/12		274567	
	0010-801-1408-32050	31.66	PHONE SERVICE-9/12		274567	
	0010-801-6001-32050	10.55	PHONE SERVICE-9/12		274567	
	0169-801-2201-32050	10.55	PHONE SERVICE-9/12		274567	211.09
SERRATO & ASSOCIATES	0132-801-3101-33300	165.00	POLICE-TRAINING		274568	165.00
JAMES SMITH	0160-801-3101-39400	1,308.72	POLICE-TRAINING		274530	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,308.72
SOUTHERN CALIFORNIA EDISON CO.	0152-701-0152-05455	7.45	ELECTRICITY-534 CHANDLER		274569	
	0152-701-0152-05455	9.12	ELECTRICITY-534HM CHANDLER		274569	
	0152-701-0152-05455	0.33	ELECTRICITY-534F CHANDLER		274569	
						16.90
SPRINT CORPORATION	0160-801-3115-38400	1,065.47	POLICE-DATA SERVICE	70217	274531	
						1,065.47
	0160-801-3115-38400	1,412.65	POLICE-DATA SERVICE	70217	274532	
						1,412.65
THE STANDARD	0065-458	3,895.43	10/12-LTD INSURANCE		274548	
						3,895.43
STATE BOARD OF EQUALIZATION	0060-801-4211-22250	65.24	DIESEL FUEL TAX		274549	
						65.24
SWEETWATER SOUND INC	0043-801-1404-38400	1,199.00	CITY CLERK-RECORDER		274570	
						1,199.00
THE GAS COMPANY (DBA)	0010-801-3114-36200	38.56	GAS SERVICES		274550	
	0060-801-4211-22250	135.60	GAS SERVICES		274550	
						174.16
	0152-701-0152-05455	2.97	GAS SERVICES-534D CHANDLER		274571	
	0152-701-0152-05455	7.33	GAS SERVICES-534E CHANDLER		274571	
	0152-701-0152-05455	2.97	GAS SERVICES-534F CHANDLER		274571	
	0152-701-0152-05455	3.31	GAS SERVICES-534J CHANDLER		274571	
	0152-701-0152-05455	2.40	GAS SERVICES-534C CHANDLER		274571	
	0152-701-0152-05454	11.68	GAS SERVICES-534L CHANDLER		274571	
						30.66
VERIZON WIRELESS	0092-801-4222-32050	190.07	WIRELESS DATA SERVICE		274533	
						190.07
	0010-801-3220-32050	227.28	WIRELESS DATA SERVICE		274551	
	0349-801-3201-39400	38.01	WIRELESS DATA SERVICE		274551	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VERIZON WIRELESS	0010-801-3205-32050	70.44-	WIRELESS DATA SERVICE		274551	
	0010-801-3210-32050	173.17	WIRELESS DATA SERVICE		274551	
	0010-801-3210-32050	36.55	WIRELESS DATA SERVICE		274551	
						404.57
VISION SERVICE PLAN-CA	0065-466	2,739.07	10/12-VISION PLAN		274552	
						2,739.07
THOMAS WONG	0075-450-0075-08762	285.56	REIMBURSE-EARTH DAY SUPPLIES		274572	
						285.56
	TOTAL FOR PREPAID WARRANTS					173,669.54

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ACTION SALES (DBA)	0010-801-5002-88560	3,124.39	FIRE-ICE CUBER	70375	290000	3,124.39
MARCO AGUIRRE	0010-701-0010-03640	96.00	REFUND-SENTENCED PRISONER FEE		290001	96.00
ALHAMBRA MUNICIPAL COURT	0010-701-0010-03620	12,151.90	CITATION PROCESSING		290002	12,151.90
ALPHA LAND LLC	0075-450-0075-08200	650.00	REFUND-GRADING BOND		290003	650.00
AMTECH ELEVATOR SERVICES	0010-801-4210-38100	441.62	ELEVATOR MAINTENANCE	70095	290004	441.62
APL GLASS COMPANY	0092-801-4210-38100	1,074.73	CITY YARD-WINDOW		290005	2,091.73
	0092-801-4210-38100	1,017.00	CITY YARD-WINDOW		290005	
ARC IMAGING RESOURCE - CALIFORNIA	0092-801-4212-37500	69.40	ENGINEERING-PRINTER	70321	290006	69.40
ARGIL BLDG. MATERIAL CO.	0010-801-4202-22400	183.24	STREET-CONCRETE	70089	290007	183.24
ARMORCAST PRODUCTS CO.	0092-801-4221-23300	4,641.52	WATER-METER	70158	290008	5,740.94
	0092-801-4221-23700	1,099.42	WATER-METER	70158	290008	
ARROYO BACKGROUND INVESTIGATIONS, I	0010-801-3104-31950	2,378.80	BACKGROUND INVESTIGATIONS		290009	2,378.80
ATHENS SERVICES	0344-801-5002-99290	1,300.00	STREET SWEEPING	70080	290010	27,050.00
	0010-801-4205-41200	25,750.00	STREET SWEEPING	70079	290010	
	0043-801-4208-41200	404,374.13	REFUSE COLLECTION		290011	404,374.13
BAKER & TAYLOR INC	0131-801-6006-40000	12.06	CD(S) 1		290012	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BAKER & TAYLOR INC	0131-801-6006-40000	51.27	BOOK(S) 3		290012	
	0131-801-6006-40000	94.37	BOOK(S) 5		290012	
	0131-801-6006-40000	4.59	BOOK(S) 1		290012	
	0131-801-6006-40000	3.94	BOOK(S) 1		290012	
	0131-801-6006-40000	4.59	BOOK(S) 1		290012	
	0131-801-6006-40000	7.21	BOOK(S) 2		290012	
	0131-801-6006-40000	19.72	BOOK(S) 3		290012	
	0131-801-6006-40000	4.59	BOOK(S) 1		290012	
	0131-801-6006-40000	133.84	BOOK(S) 31		290012	
	0163-801-6005-22750	1,183.99	BOOK(S) 271		290012	
						1,520.17
BOURRET GLASS & UPHOLSTERY, INC	0060-801-3210-38400	190.00	FIRE-REPAIR #61		290013	190.00
BRAVO BUSINESS RESOURCES	0077-801-1111-31950	130.00	TRANSLATION SERVICE		290014	130.00
BRODART COMPANY	0010-801-6002-40000	13.92	LIBRARY-SUPPLIES		290015	13.92
CAAD LLC	0092-801-4221-32200	640.40	WATER-MAILING SERVICE		290016	640.40
CALIFORNIA PARK & RECREATION	0010-801-6517-22750	170.00	PARKS-MEMBERSHIP		290017	170.00
CALOX, INC	0010-801-3210-22750	29.75	FIRE-MEDICAL SUPPLIES	70169	290018	
	0010-801-3210-22750	21.25	FIRE-MEDICAL SUPPLIES	70169	290018	51.00
VANDALIN CHAN	0010-701-0010-06370	100.00	REFUND-FIRE INSPECTION		290019	100.00
CHARLIES TIRE RECYCLING	0060-801-4211-31950	109.00	FLEET-TIRE RECYCLING		290020	109.00
CINTAS CORPORATION	0092-801-4221-22300	38.66	WATER-UNIFORMS		290021	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CINTAS CORPORATION	0092-801-4222-22300	73.76	WATER-UNIFORMS		290021	
	0092-801-4223-22300	71.46	WATER-UNIFORMS		290021	
	0010-801-6001-38400	84.96	LIBRARY-FLOOR MATS		290021	
	0092-801-4221-22300	38.66	WATER-UNIFORMS		290021	
	0092-801-4222-22300	98.02	WATER-UNIFORMS		290021	
	0092-801-4223-22300	71.46	WATER-UNIFORMS		290021	476.98
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	3,656.49	9/12-PARKING CITATIONS		290022	3,656.49
CITY CLERK'S ASSOCIATION OF	0010-801-1301-39350	40.00	CITY CLERK-HANDBOOK		290023	40.00
CITY OF MONTEREY PARK	0152-701-0152-05454	135.29	WATER & REFUSE-321 POMONA		290024	
	0152-701-0152-05451	167.99	WATER & REFUSE-325 POMONA		290024	
	0152-701-0152-05453	371.09	WATER & REFUSE-341 POMONA		290024	674.37
CLEAN ENERGY	0109-801-4201-31960	70.84	CNG FUEL		290025	
	0109-801-4201-31960	58.70	CNG FUEL		290025	
	0109-801-4201-31960	47.66	CNG FUEL		290025	
	0109-801-4201-31960	61.13	CNG FUEL		290025	238.33
CLINICAL LABORATORY OF	0093-801-4230-31950	578.55	WATER ANALYSIS	70385	290026	
	0093-801-4230-31950	882.55	WATER ANALYSIS	70385	290026	
	0093-801-4230-31950	816.05	WATER ANALYSIS	70385	290026	
	0093-801-4230-31950	816.05	WATER ANALYSIS	70385	290026	
	0093-801-4229-31950	2,066.25	WATER ANALYSIS	70385	290026	
	0093-801-4229-31950	1,760.35	WATER ANALYSIS	70385	290026	
	0093-801-4229-31950	1,760.35	WATER ANALYSIS	70385	290026	
	0093-801-4229-31950	1,760.35	WATER ANALYSIS	70385	290026	
	0093-801-4227-31950	255.55	WATER ANALYSIS	70385	290026	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4227-31950	10.45	WATER ANALYSIS	70385	290026	
	0093-801-4227-31950	10.45	WATER ANALYSIS	70385	290026	
	0093-801-4227-31950	10.45	WATER ANALYSIS	70385	290026	
	0093-801-4227-31950	10.45	WATER ANALYSIS	70385	290026	
	0093-801-4227-31950	255.55	WATER ANALYSIS	70385	290026	10,993.40
COAST LABEL COMPANY	0092-801-1406-39250	1,200.00	VENDING MACHINE LABELS		290027	
	0010-801-1406-39250	510.41	VENDING MACHINE LABELS		290027	1,710.41
COME LAND MAINTENANCE COMPANY	0010-801-4210-38250	257.00	10/12-JANITORIAL SERVICE	70099	290028	
	0010-801-3114-38250	132.00	10/12-JANITORIAL SERVICE	70099	290028	
	0092-801-4220-38250	23.00	10/12-JANITORIAL SERVICE	70099	290028	
	0092-801-4222-38250	49.00	10/12-JANITORIAL SERVICE	70099	290028	
	0010-801-6517-38250	75.00	10/12-JANITORIAL SERVICE	70287	290028	
	0010-801-4210-38250	625.00	10/12-JANITORIAL SERVICE	70102	290028	
	0010-801-3114-38250	280.00	10/12-JANITORIAL SERVICE	70102	290028	
	0092-801-4220-38250	100.00	10/12-JANITORIAL SERVICE	70102	290028	
	0092-801-4222-38250	80.00	10/12-JANITORIAL SERVICE	70102	290028	
	0010-801-6505-38250	390.00	10/12-JANITORIAL SERVICE	70285	290028	
	0178-801-6505-38250	371.00	10/12-JANITORIAL SERVICE	70285	290028	
	0010-801-6505-38250	2,400.00	10/12-JANITORIAL SERVICE	70285	290028	
	0109-801-6511-38250	800.00	10/12-JANITORIAL SERVICE	70285	290028	
	0010-801-6502-38250	648.50	10/12-JANITORIAL SERVICE	70226	290028	
	0010-801-6502-38250	400.00	10/12-JANITORIAL SERVICE	70297	290028	
	0010-801-6502-38250	273.00	10/12-JANITORIAL SERVICE	70229	290028	
	0178-801-6502-38250	325.00	10/12-JANITORIAL SERVICE	70229	290028	
	0178-801-6502-38250	373.00	10/12-JANITORIAL SERVICE	70296	290028	
	0010-801-4210-38250	1,661.00	10/12-JANITORIAL SERVICE	70100	290028	
	0010-801-3114-38250	755.00	10/12-JANITORIAL SERVICE	70100	290028	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
COME LAND MAINTENANCE COMPANY	0092-801-4220-38250	279.00	10/12-JANITORIAL SERVICE	70100	290028	
	0092-801-4222-38250	132.00	10/12-JANITORIAL SERVICE	70100	290028	
	0010-801-4210-38250	257.00	9/12-JANITORIAL SERVICE	70099	290028	
	0010-801-3114-38250	132.00	9/12-JANITORIAL SERVICE	70099	290028	
	0092-801-4220-38250	23.00	9/12-JANITORIAL SERVICE	70099	290028	
	0092-801-4222-38250	49.00	9/12-JANITORIAL SERVICE	70099	290028	
	0010-801-4210-38250	625.00	9/12-JANITORIAL SERVICE	70395	290028	
	0010-801-3114-38250	280.00	9/12-JANITORIAL SERVICE	70395	290028	
	0092-801-4220-38250	100.00	9/12-JANITORIAL SERVICE	70395	290028	
	0092-801-4222-38250	80.00	9/12-JANITORIAL SERVICE	70395	290028	
	0010-801-4210-38250	1,661.00	9/12-JANITORIAL SERVICE	70100	290028	
	0010-801-3114-38250	755.00	9/12-JANITORIAL SERVICE	70100	290028	
	0092-801-4220-38250	279.00	9/12-JANITORIAL SERVICE	70100	290028	
	0092-801-4222-38250	132.00	9/12-JANITORIAL SERVICE	70100	290028	
						14,801.50
COMMERCIAL MOBILE SYSTEMS	0071-801-5004-99714	5,000.00	FIRE-EOC PLANS	70389	290029	
						5,000.00
COMPLETE LANDSCAPE CARE, INC.	0010-801-6516-31190	4,800.00	MEDIAN MAINTENANCE	70363	290030	
						4,800.00
COMPUTER SERVICE COMPANY	0010-801-4206-38400	3,821.91	TRAFFIC SIGNAL MAINT-9/12	70323	290031	
	0010-801-4206-38400	3,460.00	TRAFFIC SIGNAL MAINT-9/12	70323	290031	
						7,281.91
COUNTY OF LOS ANGELES	0010-801-3111-31950	4,494.51	ANIMAL CONTROL SERVICES	70370	290032	
	0010-801-3111-31950	3,057.22	ANIMAL CONTROL SERVICES	70370	290032	
						7,551.73
DACTEK INTERNATIONAL CORPORATION	0010-801-3113-22600	41.58	POLICE-SUPPLIES		290033	
						41.58
DAILY JOURNAL CORPORATION	0110-801-5003-89340	285.60	LEGAL NOTICE		290034	
	0010-801-1301-34050	412.10	LEGAL NOTICE	70069	290034	

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DAILY JOURNAL CORPORATION	0010-801-1301-34050	159.60	LEGAL NOTICE	70069	290034	857.30
DAPEER ROSENBLIT & LITVAK	0010-801-1702-31600	544.35	9/12 LEGAL FEES	70239	290035	544.35
DATA WEST CORPORATION	0092-801-4223-24150	1,700.00	SYSTEM SUPPORT	70259	290036	1,700.00
DAVE'S TROPHIES	0075-450-0075-08800	80.85	HARMONY FESTIVAL PLAQUES		290037	80.85
DELL MARKETING LP	0010-801-3113-38400	2,977.16	POLICE-COMPUTER (3)	70357	290038	2,977.16
	0063-801-5004-90930	110.91	HR-COMPUTER SUPPLIES	70365	290039	
	0063-801-5004-90930	819.86	HR-PROJECTOR	70365	290039	
	0063-801-5004-90930	1,305.54	HR-COMPUTER	70365	290039	
	0063-801-5004-90930	1,409.64	HR-COMPUTER	70365	290039	3,645.95
DEMCO INC.	0163-801-6005-22750	1,868.61	LIBRARY SUPPLIES		290040	1,868.61
DISIGN STUDIOS	0214-801-4208-31950	255.91	PW-FLYER		290041	255.91
EDWARD R CLARE CONTRACTOR	0075-450-0075-08915	5,750.00	FARMERS MARKET-RECEPTACLE		290042	5,750.00
EMERGENCY RESPONSE CRIME SCENE CLEAN	0010-801-3103-22750	650.00	POLICE-BIOLOGICAL CLEAN UP		290043	650.00
EMERGENCY SERVICES CONSULTING INTER	0075-450-0075-08763	5,546.00	FIRE-ANALYSIS OF COUNTY STUDY	70383	290044	5,546.00
EMPIRE CLEANING SUPPLY	0010-801-3113-22600	962.23	JANITORIAL SUPPLIES		290045	
	0010-801-6517-22150	354.92	JANITORIAL SUPPLIES	70249	290045	
	0010-801-3210-22150	392.02	JANITORIAL SUPPLIES	70194	290045	

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EMPIRE CLEANING SUPPLY	0010-801-4210-22150	495.39	JANITORIAL SUPPLIES	70104	290045	
	0010-801-4210-22150	71.78	JANITORIAL SUPPLIES	70104	290045	
	0010-801-6001-22150	248.90	JANITORIAL SUPPLIES		290045	
	0010-801-6001-22150	352.44	JANITORIAL SUPPLIES		290045	
						2,877.68
ENVIROTEK CORPORATION (DBA) ENVIRO	0010-801-4202-23950	1,248.55	GRAFFITI REMOVAL CHEMICALS		290046	
						1,248.55
FEDERAL EXPRESS CORP.	0010-801-1403-32200	46.13	DELIVERY SERVICE		290047	
	0043-801-4208-32200	17.42	DELIVERY SERVICE		290047	
						63.55
FENSCO SERVICES INC	0010-801-6517-23050	890.00	PW-FENCE REPAIR	70282	290048	
	0010-801-6517-23050	670.00	PW-FENCE REPAIR	70282	290048	
						1,560.00
FORD OF MONTEBELLO	0060-801-4211-38400	1,238.19	FLEET-REPAIR UNIT 973	70019	290049	
						1,238.19
FOUR SEASONS CONSTRUCTION	0152-701-0152-05455	50.35	COMM REHAB-534 CHANDLER		290050	
	0152-701-0152-05454	432.00	COMM REHAB-321 POMONA B&D		290050	
	0152-701-0152-05454	225.00	COMM REHAB-321 POMONA B&D		290050	
						707.35
FRIENDS OF THE SENIORS	0109-801-6511-41200	846.00	10/12 MTA BUS PASS SALES		290051	
						846.00
GONZALO GABRIEL	0136-801-3101-33250	120.02	POLICE-POST TRAINING		290052	
						120.02
GALLADE CHEMICAL, INC.	0092-801-4222-23300	905.89	WATER-CHEMICAL	70368	290053	
						905.89
GARVEY EQUIPMENT COMPANY	0010-801-6517-23050	30.23	PARKS-SUPPLIES	70250	290054	
	0010-801-6517-23050	30.23-	PARKS-SUPPLIES-CREDIT	70250	290054	
	0060-801-4211-54500	9,459.08	PARKS-RIDING MOWER	70369	290054	
						9,459.08

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GAYLORD BROS. INC.	0010-801-6006-22450	534.29	LIBRARY SUPPLIES		290055	534.29
STEPHEN GIOVANAZZI	0010-801-3103-22310	21.54	POLICE-UNIFORM		290056	21.54
GLENN B. DORNING, INC	0060-801-4211-23500	134.63	FLEET-REPAIR-UNIT 947		290057	134.63
GOVCONNECTION INC	0043-850-1404-38400	584.73	COMPUTER		290058	2,089.10
	0063-850-5002-99055	16.88	COMPUTER SUPPLIES		290058	
	0063-850-5002-99055	26.92	COMPUTER SUPPLIES		290058	
	0063-850-5002-99055	30.23	COMPUTER SUPPLIES		290058	
	0163-801-6005-22750	1,359.24	COMPUTER SUPPLIES		290058	
	0163-801-6005-22750	71.10	COMPUTER SUPPLIES		290058	
GRAFFITI TRACKER INC	0010-801-4212-24150	27.19	GRAFFITI TRACKING SERVICES		290059	27.19
GRAINGER	0092-801-4210-23050	16.34	BLDG MAINT-SUPPLIES	70078	290060	16.34
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-38400	50.00	FLEET-REPAIR	70022	290061	50.00
GRANICUS, INC	0010-801-6509-38400	3,276.00	WEBCASTING SERVICE	70333	290062	3,276.00
GRM INFORMATION SERVICES OF CALIFOR	0010-801-1301-31950	202.50	CITY CLERK-RECORDS DESTRUCTION		290063	202.50
HANSON AGGREGATES	0110-801-4202-23600	1,063.32	STREET-SUPPLIES	70090	290064	1,063.32
RICK HARRIS	0022-801-4202-23900	245.00	PW-REIMBURSE EYEWEAR		290065	245.00
HI-WAY SAFETY RENTALS, INC.	0060-801-4211-54250	7,943.14	FLEET-ARROWBOARDS	70350	290066	

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						7,943.14
HIBSHMAN TRADING CORPORATION	0010-801-5002-88560	2,000.00	FIRE-MATTRESSES		290067	2,000.00
HIGA'S AUTOMATIC TRANSMISSION	0060-801-4211-38400	1,852.49	FLEET REPAIR-UNIT 993	70025	290068	1,852.49
HOME DEPOT CREDIT SERVICES	0092-801-4222-23700	56.07	HARDWARE SUPPLIES	70131	290069	
	0092-801-4223-22150	94.58	HARDWARE SUPPLIES	70131	290069	
	0010-801-6517-22400	92.75	HARDWARE SUPPLIES	70251	290069	
	0022-801-4202-23900	67.29	HARDWARE SUPPLIES	70085	290069	
	0092-801-4210-23050	114.95	HARDWARE SUPPLIES	70085	290069	
	0092-801-4210-23050	206.23	HARDWARE SUPPLIES	70085	290069	
	0010-801-4202-23950	414.20	HARDWARE SUPPLIES	70085	290069	
	0022-801-4206-24100	125.41	HARDWARE SUPPLIES	70085	290069	
	0092-801-4210-23050	30.66	HARDWARE SUPPLIES	70085	290069	
	0092-801-4210-23050	72.42	HARDWARE SUPPLIES	70085	290069	
	0092-801-4210-23050	95.36	HARDWARE SUPPLIES	70085	290069	
	0092-801-4210-38100	281.66	HARDWARE SUPPLIES	70085	290069	1,651.58
INTER VALLEY POOL SUPPLY	0010-801-6503-23050	237.67	POOL CHEMICAL	70315	290070	
	0010-801-6503-23050	236.14	POOL CHEMICAL	70315	290070	
	0010-801-6503-23050	411.02	POOL CHEMICAL	70315	290070	
	0010-801-6503-23050	357.35	POOL CHEMICAL	70315	290070	1,242.18
INTERLINE BRANDS INC (DBA) CLEANSO	0092-801-4210-23050	560.94	JANITORIAL SUPPLIES		290071	560.94
IRON MOUNTAIN OFF-SITE DATA	0010-801-1403-31700	266.08	9/12-COMPUTER TAPE STORAGE	70003	290072	266.08
MARK ISHIDA	0159-801-6507-31920	317.80	INSTRUCTOR-RECREATION CLASS		290073	317.80

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JHM SUPPLY INC	0010-801-6517-23300	158.09	IRRIGATION SUPPLIES	70252	290074	
	0010-801-6517-23300	201.20	IRRIGATION SUPPLIES	70252	290074	
	0010-801-6517-23300	81.99	IRRIGATION SUPPLIES	70252	290074	
	0010-801-6517-23300	72.96	IRRIGATION SUPPLIES	70252	290074	514.24
JIM'S AUTOMOTIVE SERVICE	0060-801-4211-38400	49.95	FLEET-SMOKE CHECK-UNIT 910	70028	290075	
	0060-801-4211-38400	49.95	FLEET-SMOKE CHECK-UNIT 991	70028	290075	
	0060-801-4211-38400	49.95	FLEET-SMOKE CHECK-UNIT 890	70028	290075	
	0060-801-4211-38400	49.95	FLEET-SMOKE CHECK-UNIT 845	70028	290075	
	0060-801-4211-38400	49.95	FLEET-SMOKE CHECK-UNIT 978	70028	290075	249.75
JWA URBAN CONSULTANTS INC	0169-801-2201-31850	6,950.00	CONSULTING SERVICES	70393	290076	6,950.00
KEYSER MARSTON ASSOCIATES INC.	0075-450-0075-08862	2,965.00	PROFESSIONAL SVC-MARKET PLACE		290077	
	0075-450-0075-08862	1,120.00	PROFESSIONAL SVC-MARKET PLACE		290077	4,085.00
KNOCK-OUT SPECIALTIES, INC	0010-801-3205-39700	153.65	FIRE PRV-SUPPLIES		290078	153.65
KOPPL PIPELINE SERVICES, INC.	0092-801-4222-38400	1,080.00	WATER-SUPPLIES	70150	290079	1,080.00
KOVATCH MOBILE EQUIPMENT	0060-801-3210-38400	5,292.59	FIRE TRUCK REPAIRS	70178	290080	
	0060-801-3210-38400	1,924.71	FIRE TRUCK REPAIRS	70178	290080	
	0060-801-3210-38400	4,371.22	FIRE TRUCK REPAIRS	70178	290080	
	0060-801-3210-38400	3,113.50	FIRE TRUCK REPAIRS	70178	290080	
	0060-801-3210-38400	1,482.61	FIRE TRUCK REPAIRS	70178	290080	
	0060-801-3210-38400	155.97	FIRE TRUCK REPAIRS	70178	290080	16,340.60
KUSTOM SIGNAL, INC.	0010-801-3103-22300	820.32	POLICE-SUPPLIES		290081	820.32

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
NEIL LAKIN	0010-801-3210-22750	31.08	FIRE-MILEAGE-WILLIAMS FIRE		290082	31.08
LAWN MOWER CORNER/KNG POWER EQUIPME	0176-801-6516-38500	121.80	FLEET-SUPPLIES		290083	
	0060-801-4211-38400	77.61	FLEET-SUPPLIES	70029	290083	
	0176-801-6516-38500	67.37	FLEET-SUPPLIES	70279	290083	266.78
WENDY LEE	0136-801-3101-33250	324.68	POLICE-POST TRAINING		290084	324.68
JAMES LEGA	0010-801-3210-22750	771.13	FIRE-REIMBURSE-LIKELY FIRE		290085	771.13
LIFE SAFETY CONSULTING & ENGINEERIN	0010-701-0010-06330	487.50	FIRE-PLAN CHECK	70182	290086	
	0010-701-0010-06330	300.00	FIRE-PLAN CHECK	70182	290086	
	0010-701-0010-06330	1,462.50	FIRE-PLAN CHECK	70182	290086	2,250.00
LIFE-ASSIST INC	0010-801-3220-22350	165.00	FIRE-MEDICAL SUPPLIES	70197	290087	
	0010-801-3220-22350	3,767.85	FIRE-MEDICAL SUPPLIES	70197	290087	
	0010-801-3220-24200	388.54	FIRE-MEDICAL SUPPLIES	70197	290087	
	0010-801-3220-22350	344.30	FIRE-MEDICAL SUPPLIES	70197	290087	
	0010-801-3220-24200	2,266.86	FIRE-MEDICAL SUPPLIES	70197	290087	6,932.55
LINCOLN EQUIPMENT INC.	0010-801-6503-31150	189.66	RECREATION-POOL SUPPLIES	70235	290088	189.66
LITTLEJOHN-REULAND CORP.	0092-801-4222-23400	3,402.50	WATER-BREAKER	70394	290089	3,402.50
LOGAN SUPPLY CO., INC.	0092-801-4221-24100	84.44	WATER-SUPPLIES	70120	290090	84.44
LONG BEACH BMW MOTORCYCLES (DBA)	0060-801-4211-23500	989.43	FLEET-PARTS	70030	290091	989.43
LOOMIS ARMORED US, INC.	0010-701-0010-03700	508.28	ARMORED CARRIER SERVICE		290092	

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						508.28
LOS ANGELES COUNTY FIRE DEPT.	0060-801-3210-38400	1,894.62	FIRE-REPAIRS TRUCKS	70183	290093	1,894.62
LOS ANGELES COUNTY SHERIFF'S DEPART	0010-801-3113-22600	734.35	PRISONER MEALS	70207	290094	734.35
LOS ANGELES TIMES	0010-801-3113-39350	51.20	SUBSCRIPTION		290095	51.20
MANAGED HEALTH NETWORK INC	0010-801-1801-31950	840.84	EAP PREMIUM-11/12		290096	840.84
MARAVILLA FOUNDATION	0010-701-0010-02900	64.00	REFUND-MECHANICAL PERMIT		290097	64.00
MARIPOSA LANDSCAPES, INC	0093-801-4231-31950	130.00	LANDSCAPING		290098	
	0092-801-4222-38500	1,187.53	LANDSCAPING		290098	
	0092-801-4222-38500	2,000.00	LANDSCAPING	70121	290098	3,317.53
MAXIMUS, INC.	0010-701-0010-08100	3,080.00	STATE MANDATED COST CLAIMS		290099	3,080.00
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23700	142.98	WATER-SUPPLIES	70122	290100	
	0092-801-4222-23700	39.40	WATER-SUPPLIES	70122	290100	
	0092-801-4222-23700	238.67	WATER-SUPPLIES	70122	290100	
	0092-801-4222-23400	390.36	WATER-SUPPLIES	70122	290100	
	0092-801-4222-23400	20.06	WATER-SUPPLIES	70122	290100	
	0092-801-4222-23400	177.06	WATER-SUPPLIES	70122	290100	
	0092-801-4222-23300	28.65	WATER-SUPPLIES	70122	290100	
	0092-801-4222-23700	287.66	WATER-SUPPLIES	70122	290100	
	0092-801-4222-23700	39.40-	WATER-SUPPLIES-CREDIT	70122	290100	1,285.44
MCNEILL SOUND & SECURITY	0010-801-6517-38400	350.00	SECURITY SYSTEM MAINTENANCE	70106	290101	
	0092-801-4210-38400	715.00	SECURITY SYSTEM MAINTENANCE	70106	290101	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MCNEILL SOUND & SECURITY	0092-801-4220-38400	720.00	SECURITY SYSTEM MAINTENANCE	70106	290101	1,785.00
LORRAINE MELENDEZ	0010-701-0010-06240	1,000.00	REFUND-FIRE CITATION		290102	1,000.00
MERCI	0152-801-5004-99009	134,522.38	COMMUNITY PROGRAM	70201	290103	134,522.38
METRON-FARNIER, LLC	0092-801-4224-81070	75,164.11	WATER-METERS	70384	290104	80,168.87
	0092-801-4224-81070	5,004.76	WATER-METERS	70384	290104	
METROPOLITAN WATER DISTRICT	0010-801-3112-32050	126.68	LEASE-GARVEY RESERVOIR		290105	126.68
MIDORI LANDSCAPE INC	0344-801-5002-99290	2,790.00	LANDSCAPING	70274	290106	2,790.00
MIDWEST TAPE	0010-801-6002-40000	288.82	DVD(S) 18		290107	597.62
	0010-801-6002-40000	308.80	DVD(S) 20		290107	
MISSION SUPER HARDWARE	0010-801-6517-23050	2.93	HARDWARE SUPPLIES	70253	290108	259.80
	0010-801-6517-23050	9.08	HARDWARE SUPPLIES	70253	290108	
	0010-801-6517-23050	95.38	HARDWARE SUPPLIES	70253	290108	
	0060-801-4211-23500	22.47	HARDWARE SUPPLIES	70035	290108	
	0010-801-3210-38400	34.58	HARDWARE SUPPLIES	70196	290108	
	0010-801-3210-38400	23.91	HARDWARE SUPPLIES	70196	290108	
	0010-801-6517-23050	12.65	HARDWARE SUPPLIES	70253	290108	
	0010-801-6517-23050	18.65	HARDWARE SUPPLIES	70253	290108	
	0010-801-6517-23050	40.15	HARDWARE SUPPLIES	70253	290108	
MONOPRICE, INC	0010-801-3114-21350	241.94	COMPUTER SUPPLIES	70211	290109	241.94
MR. ROOTER PLUMBING (DBA)	0092-801-4210-38100	6,080.00	PLUMBING SERVICES	70376	290110	

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MR. ROOTER PLUMBING (DBA)	0092-801-4210-38100	310.00	PLUMBING SERVICES	70376	290110	
	0092-801-4210-38100	425.00	PLUMBING SERVICES	70376	290110	
	0092-801-4210-38100	475.00	PLUMBING SERVICES	70376	290110	
	0092-801-4210-38100	695.00	PLUMBING SERVICES	70376	290110	
	0092-801-4210-38100	650.00	PLUMBING SERVICES	70376	290110	
	0092-801-4210-38100	1,125.00	PLUMBING SERVICES	70376	290110	
	0092-801-4210-38100	249.50	PLUMBING SERVICES	70376	290110	
	0075-450-0075-08320	1,273.06	PLUMBING SERVICES		290110	11,282.56
MV TRANSPORTATION, INC	0166-801-4201-31960	53,262.96	SPIRIT BUS OPERATIONS-9/12	70325	290111	
	0109-701-0109-07680	3,484.70-	SPIRIT BUS FARE-9/12		290111	
	0166-801-4201-31960	280.00	SPIRIT BUS GPS-9/12	70325	290111	50,058.26
NEC BUSINESS NETWORK SOLUTIONS	0010-801-3112-38400	1,606.00	PHONE LINE SERVICE	70308	290112	1,606.00
NED R HEALY & CO	0060-801-4211-23500	91.88	FLEET-SUPPLIES	70039	290113	91.88
THE NEW SINATRA UNIFORM CO. (DBA)	0010-801-3102-22300	271.88	POLICE-UNIFORMS		290114	271.88
NEW WORLD SYSTEMS CORP	0010-801-3115-38400	1,270.00	POLICE-CAD/RMS LIC		290115	1,270.00
NORMAN A TRAUB ASSOCIATES	0010-801-1801-31950	5,837.00	INVESTIGATIVE SERVICE		290116	5,837.00
O.G. SUPPLY INC	0093-801-4226-23300	184.64	WATER-SUPPLIES		290117	184.64
OCCOUTDOORS, INC.	0077-801-1111-31950	42,698.42	BID-OUTDOOR GEAR	70060	290118	
	0043-801-1111-31950	10,545.00	BID-OUTDOOR GEAR	70060	290118	
	0109-801-1111-31950	5,000.26	BID-OUTDOOR GEAR	70060	290118	58,243.68

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OCE IMAGISTICS INC	0010-801-4209-39250	72.78	COPIER SUPPLIES		290119	72.78
OCLC, INC	0010-801-6003-31700	1,022.22	9/12-LIBRARY SYSTEM SERVICE		290120	1,022.22
OFFICE DEPOT INC.	0010-801-1101-21350	51.91	OFFICE SUPPLIES		290121	
	0010-801-4212-21300	119.35-	OFFICE SUPPLIES-CREDIT	70330	290121	
	0010-801-4212-21300	119.35	OFFICE SUPPLIES	70330	290121	
	0010-801-4212-21300	0.83	OFFICE SUPPLIES	70330	290121	
	0010-801-3201-21250	4.33	OFFICE SUPPLIES	70195	290121	
	0010-801-3201-21250	13.69	OFFICE SUPPLIES	70195	290121	
	0010-801-3201-21250	9.20	OFFICE SUPPLIES	70195	290121	
	0010-801-3201-21250	9.20-	OFFICE SUPPLIES-CREDIT	70195	290121	
	0010-801-3210-22750	68.88	OFFICE SUPPLIES	70195	290121	
	0010-801-1101-21350	49.69	OFFICE SUPPLIES		290121	
	0010-801-1101-21350	21.29	OFFICE SUPPLIES		290121	
	0010-801-1101-21350	39.78	OFFICE SUPPLIES		290121	
	0010-801-1101-21350	13.03-	OFFICE SUPPLIES-CREDIT		290121	
	0092-801-4222-23050	51.26	OFFICE SUPPLIES	70123	290121	
	0010-801-6001-21250	114.13	OFFICE SUPPLIES		290121	
	0010-801-6001-21250	114.13-	OFFICE SUPPLIES-CREDIT		290121	
	0010-801-6001-21350	11.27	OFFICE SUPPLIES		290121	
	0010-801-6002-21350	75.57	OFFICE SUPPLIES		290121	
	0010-801-6004-39250	16.09	OFFICE SUPPLIES		290121	
	0163-801-6005-22750	9.22	OFFICE SUPPLIES		290121	
	0010-801-6001-21350	30.45	OFFICE SUPPLIES		290121	
	0010-801-6002-21350	27.97	OFFICE SUPPLIES		290121	459.20
OFFICE SOLUTIONS	0010-801-1801-21350	356.70	OFFICE SUPPLIES		290122	
	0010-801-1407-21350	6.87	OFFICE SUPPLIES	70261	290122	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE SOLUTIONS	0010-801-1701-21350	34.11	OFFICE SUPPLIES	70063	290122	
	0010-801-1702-21350	32.85	OFFICE SUPPLIES	70063	290122	
	0010-801-1703-21350	34.11	OFFICE SUPPLIES	70063	290122	
	0010-801-1703-22750	476.00	OFFICE SUPPLIES	70063	290122	
	0010-801-1702-21350	1.27	OFFICE SUPPLIES		290122	
	0010-801-1403-21350	48.83	OFFICE SUPPLIES	70002	290122	
	0010-801-1403-21350	51.63-	OFFICE SUPPLIES-CREDIT	70002	290122	
	0010-801-1403-21350	633.70	OFFICE SUPPLIES	70002	290122	
	0010-801-1403-21350	4.74-	OFFICE SUPPLIES-CREDIT	70002	290122	
	0010-801-1403-21350	86.23	OFFICE SUPPLIES	70002	290122	
	0010-801-1301-21350	23.11	OFFICE SUPPLIES		290122	
	0010-801-1301-31750	17.75	OFFICE SUPPLIES		290122	
						1,695.16
ON TRAC	0010-801-1701-32200	20.32	COURIER SERVICES		290123	
						20.32
PBS ENGINEERS, INC.	0010-701-0010-06100	954.00	PLAN CHECK SERVICE	70071	290124	
						954.00
PERFECTO PRODUCTS, INC	0092-801-4222-23700	2,321.41	WATER-SUPPLIES	70342	290125	
	0092-801-4222-23700	175.16	WATER-SUPPLIES		290125	
						2,496.57
THE PHONE GUY	0063-801-5002-99055	1,239.63	VOICE/DATA CABLING		290126	
						1,239.63
PIRTEK COMMERCE SOUTH (DBA)	0060-801-4211-38400	475.90	FLEET-REPAIR UNIT 896	70046	290127	
						475.90
PROCESS SOLUTIONS, INC.	0092-801-4222-23300	575.00	WATER-CHLORINE SYSTEM SERVICES		290128	
						575.00
PROGRESS PRINTERS	0010-801-1403-21250	647.06	ENVELOPES		290129	
						647.06
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22150	26.64	FLEET-SHOP RAGS	70047	290130	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PRUDENTIAL OVERALL SUPPLY	0010-801-3210-22150	18.64	FLEET-SHOP RAGS	70047	290130	
	0060-801-4211-22150	26.64	FLEET-SHOP RAGS	70047	290130	
	0010-801-3210-22150	18.64	FLEET-SHOP RAGS	70047	290130	
	0060-801-4211-22300	32.33	FLEET-UNIFORMS	70047	290130	
	0060-801-4211-22300	32.33	FLEET-UNIFORMS	70047	290130	
						155.22
QUILL CORPORATION	0010-801-3205-21350	159.58	OFFICE SUPPLIES		290131	
						159.58
RD CIVIL ENGINEERING	0075-450-0075-08915	2,137.19	SEQUOIA PARK-ADA COMPLIANCE		290132	
						2,137.19
RENT-A-TOOL	0060-801-4211-22250	43.77	FLEET-PROPANE		290133	
	0060-801-4211-22250	15.23	FLEET-PROPANE		290133	
	0060-801-4211-22250	47.58	FLEET-PROPANE		290133	
						106.58
JENNAMARIE ROBERT	0159-701-0159-07020	35.00	REFUND-RECREATION CLASS		290134	
						35.00
ROCHESTER MIDLAND	0010-801-6505-38250	551.19	JANITORIAL SUPPLIES	70237	290135	
						551.19
ROYCHEM CHEMICAL SPECIALITIES	0010-801-6517-22150	307.06	PARKS-CLEANING SUPPLIES	70292	290136	
						307.06
S C FUELS (DBA)	0060-801-4211-22250	35,461.46	FUEL 10/12	70050	290137	
						35,461.46
SAN GABRIEL VALLEY NEWSPAPER	0010-801-1801-34100	337.00	EMPLOYMENT NOTICE		290138	
						337.00
SIEMENS INDUSTRY, INC.	0071-801-3210-38400	98.92	FIRE-CHEMICAL		290139	
	0071-801-3210-38400	138.02	FIRE-CHEMICAL		290139	
						236.94
SIMPLEXGRINNELL LP	0010-801-4210-38100	2,404.01	ALARM TESTING	70114	290140	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,404.01
SMS INC	0010-801-3115-38400	682.00	SERVER MAINTENANCE	70307	290141	682.00
SNAP-ON INDUSTRIAL, A DIVISION OF 1	0060-801-4211-38400	253.58	FLEET-TOOLS	70051	290142	253.58
SOUTHEAST CONSTRUCTION PRODUCT	0010-801-4202-22400	393.14	STREET-SUPPLIES	70093	290143	504.19
	0010-801-4202-22400	111.05	STREET-SUPPLIES	70093	290143	504.19
THE STANDARD INSURANCE CO.	0065-464	636.29	10/12-EXECUTIVE PREMIUM		290144	636.29
THE STANDARD	0065-464	4,628.06	11/12-LTD INSURANCE		290145	4,628.06
STAPLES BUSINESS ADVANTAGE	0071-801-3201-39460	117.31	OFFICE SUPPLIES		290146	117.31
STETSON ENGINEERS, INC,	0093-801-4228-31950	554.38	NPDES PERMIT APPLICATION SVC.	70134	290147	604.38
	0093-801-4226-31950	50.00	NPDES PERMIT APPLICATION SVC.	70134	290147	604.38
STRATUS TECHNOLOGIES IRELAND, LTD	0160-801-5004-99315	3,276.00	POLICE-CAD/RMS SERVER	70374	290148	3,276.00
STROMSOE ELECTRIC	0092-801-4210-38100	1,843.00	LANGLEY-ELECTRICAL WORK		290149	1,843.00
SUNBURST DECORATIVE ROCK INC	0092-801-4222-23300	57.64	LANDSCAPING SUPPLIES		290150	57.64
THE CHRYSALIS CENTER	0077-801-1111-31950	5,078.49	BID MAINTENANCE	70313	290151	5,078.49
GALLANT THEIN	0075-450-0075-08630	150.00	REFUND-CLEAN UP DEPOSIT		290152	150.00
TOM'S CLOTHING & UNIFORMS INC	0010-801-3210-22310	141.38	UNIFORMS-R.BURROUGHS	70185	290153	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TOM'S CLOTHING & UNIFORMS INC	0010-801-3210-22310	32.62	UNIFORMS-R.OLIVAREZ	70185	290153	
	0010-801-3210-22310	54.38	UNIFORMS-F.PADILLA	70185	290153	
	0010-801-3210-22310	163.13	UNIFORMS-N.LIMA	70185	290153	
	0010-801-3210-22310	163.13	UNIFORMS-M.LENNI	70185	290153	
	0010-801-3210-22310	198.55	UNIFORMS-JU.BIRRELL	70185	290153	
	0010-801-3103-22310	68.02	UNIFORMS-D.CASTELLANO		290153	
	0176-801-6516-22310	132.52	UNIFORMS-PARKS	70295	290153	
	0176-801-6516-22310	57.64	UNIFORMS-PARKS	70295	290153	
	0010-801-6517-22310	17.40	UNIFORMS-PARKS	70295	290153	
	0010-801-6517-22310	32.08	UNIFORMS-PARKS	70295	290153	
						1,060.85
TRINITY DIVERSIFIED INC.	0010-801-4206-23100	760.23	TRAFFIC-SUPPLIES		290154	
						760.23
TRUGREEN LANDCARE INC	0010-801-6502-38250	225.00	LANDSCAPE MANAGEMENT		290155	
	0010-801-6502-38250	225.00	LANDSCAPE MANAGEMENT		290155	
	0010-801-6517-38550	500.00	LANDSCAPE MANAGEMENT		290155	
						950.00
TURNOUT MAINTENANCE COMPANY LLC	0010-801-3210-38400	230.89	FIRE-UNIFORM CLEANING/REPAIR	70188	290156	
						230.89
UC REGENTS	0010-801-3220-39400	2,560.42	FIRE-CONTINUE EDUCATION	70189	290157	
						2,560.42
UNDERGROUND SERVICE ALERT	0092-801-4223-39300	108.00	UNDERGROUND UTILITY SERVICES		290158	
						108.00
UNIVAR USA INC (CORP. HEADQUARTERS)	0092-801-4222-23300	7,309.18	WATER-CHEMICAL	70125	290159	
						7,309.18
URS CORPORATION	0161-450-4212-06910	1,540.00	GEOTECH PLAN REVIEW	70322	290160	
						1,540.00
USA MOBILITY WIRELESS, INC	0010-801-3112-32050	119.95	PAGING SERVICES-10/12	70264	290161	
	0092-801-4220-32050	4.74	PAGING SERVICES-10/12	70264	290161	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						124.69
MARICELA VASQUEZ	0010-801-6506-22750	200.00	DAY CARE SUPPLIES		290162	200.00
VETERINARY HEALTHCARE CENTER	0160-801-3103-22800	147.63	K9-SUPPLIES & SERVICE		290163	147.63
VULCAN MATERIAL CO	0110-801-4202-23600	330.87	ASPHALT	70094	290164	1,956.86
	0110-801-4202-23600	587.56	ASPHALT	70094	290164	
	0110-801-4202-23600	368.57	ASPHALT	70094	290164	
	0110-801-4202-23600	302.02	ASPHALT	70094	290164	
	0110-801-4202-23600	367.84	ASPHALT	70094	290164	
WALZ GROUP (DBA)	0010-801-1403-21350	237.16	OFFICE SUPPLIES		290165	237.16
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	76.65	FLEET-PARTS UNIT 932	70054	290166	1,172.86
	0060-801-4211-23500	55.34	FLEET-PARTS UNIT 014	70054	290166	
	0060-801-4211-23500	233.04	FLEET-PARTS	70054	290166	
	0060-801-4211-23500	22.58	FLEET-PARTS UNIT 020	70054	290166	
	0060-801-4211-23500	172.99	FLEET-PARTS UNIT 035	70054	290166	
	0060-801-4211-23500	233.04	FLEET-PARTS	70054	290166	
	0060-801-4211-23500	80.63	FLEET-PARTS UNIT 895	70054	290166	
	0060-801-4211-23500	86.04	FLEET-PARTS UNIT 033	70054	290166	
	0060-801-4211-23500	115.02	FLEET-PARTS	70054	290166	
	0060-801-4211-23500	97.53	FLEET-PARTS UNIT 035	70054	290166	
WELLS FARGO FINANCIAL LEASING	0010-801-1408-37200	390.22	COPIER RENTAL	70265	290167	1,163.74
	0092-801-4212-37500	773.52	COPIER RENTAL	70344	290167	
WEST COAST ARBORISTS, INC.	0176-801-6516-31190	4,915.50	LANDSCAPE MAINTENANCE SERVICE	70277	290168	
	0176-801-6516-31190	35,398.00	LANDSCAPE MAINTENANCE SERVICE	70277	290168	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						40,313.50
WESTCO SERVICE COMPANY	0010-801-4210-38150	3,978.00	AIR CONDITIONING REPAIR	70116	290169	3,978.00
WHITE NELSON DIEHL EVANS LLP	0010-801-1403-39400	550.00	GOVERNMENT TAX TRAINING		290170	550.00
RICKY WONG	0159-801-6507-31920	107.80	INSTRUCTOR-RECREATION CLASS		290171	107.80
XEROX CORPORATION	0092-801-1408-38400	2,164.71	COPIER RENTAL	70267	290172	
	0092-801-1408-38400	1,168.65	COPIER RENTAL	70266	290172	
	0092-801-1408-37500	403.97	COPIER RENTAL	70266	290172	
	0010-801-6505-39250	446.40	COPIER RENTAL		290172	4,183.73
ZUMAR INDUSTRIES, INC.	0010-801-4206-23800	76.13	TRAFFIC-SIGNS	70084	290173	76.13
TOTAL FOR PRINTED WARRANTS						1,130,601.84

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012

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TOTAL FOR PREPAID WARRANTS	173,669.54
TOTAL FOR PRINTED WARRANTS	1,130,601.84
TOTAL WARRANTS	1,304,271.38
TOTAL VOID CHECKS	7
TOTAL PREPAID CHECKS	65
TOTAL CHECKS PRINTED	174
TOTAL CHECKS ISSUED	239

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	22,925.63	148,229.16	171,154.79
0022	STATE GAS TAX FUND	1,499.96	437.70	1,937.66
0043	REFUSE FUND	1,690.14	415,521.28	417,211.42
0060	CITY SHOP FUND	5,700.91-	78,231.21	72,530.30
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	4,959.61	4,959.61
0065	PAYROLL CLEARING ACCOUNT	9,381.75	5,264.35	14,646.10
0071	PUBLIC SAFETY IMPACT FEE FUND	207.71	5,354.25	5,561.96
0075	SPECIAL DEPOSITS FUND	2,938.79	19,672.10	22,610.89
0077	BUSINESS IMPROVEMENT AREA #1	360.65	47,906.91	48,267.56
0092	WATER FUND	32,044.58	133,205.11	165,249.69
0093	WATER TREATMENT FUND	0.00	11,912.42	11,912.42
0109	OPA PROPOSITION A	12,044.05	3,399.89	15,443.94
0110	MEASURE R FUND	0.00	3,305.78	3,305.78
0131	LIBRARY TAX FUND	0.00	336.18	336.18
0132	STC STANDARDS/TRAINING/CORREC	165.00	0.00	165.00
0136	POST	218.40-	444.70	226.30
0152	HOME HOUSING PROGRAM	47.56	135,904.10	135,951.66
0159	RECREATION FUND	585.00	460.60	1,045.60
0160	ASSET FORFEITURE	3,786.84	3,423.63	7,210.47
0161	CONSTRUCTION AGENCY FUND	0.00	1,540.00	1,540.00
0163	CAL LIBRARY LITERACY SVC GRANT	82.14	4,492.16	4,574.30
0166	PROPOSITION C	21,956.74	53,542.96	75,499.70
0169	CDBG FUND	175.80	6,950.00	7,125.80
0176	MAINTENANCE DISTRICT 93-1	60.00-	40,692.83	40,632.83
0178	PROP A - PER PARCEL GRANT	0.00	1,069.00	1,069.00
0214	BEVERAGE CONTAINER RECYCLING	0.00	255.91	255.91
0342	SAFETEA-LU GRANT	1,096.20	0.00	1,096.20
0344	MAINTENANCE GRANT (075)	0.00	4,090.00	4,090.00

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 11/07/2012
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0345	MTA GRANT (MONTEBELLO)	4,232.59	0.00	4,232.59
0346	ELAC CONTRIBUTIONS	274.05	0.00	274.05
0347	MTA (TEA21 SPECIAL GRANT)	63,751.05	0.00	63,751.05
0349	ELAC INSTRUCTIONAL SERV PROG	401.27	0.00	401.27
0445	LITERACY TRUST GRANT	1.35	0.00	1.35
	TOTAL	173,669.54	1,130,601.84	1,304,271.38

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 6

DATE: November 7, 2012

TO: Paul Talbot, City Manager
FROM: David M. Barron, City Clerk
SUBJECT: City Council Minutes

Attached are minutes for approval by City Council for the following meetings:

- October 3, 2012 (Special Meeting 5:30 p.m.)
- October 3, 2012 (Regular)
- October 17, 2012 (Regular)

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Council approved the minutes.

By: 
David M. Barron
City Clerk (E)

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
OCTOBER 3, 2012**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, October 3, 2012 at 5:30 p.m.

CALL TO ORDER:

Mayor Ing called the meeting to order at 5:30 p.m.

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Lau, Wong, Real Sebastian, Ing

Council Members Absent: None

Also Present: City Manager Talbot, City Attorney Hensley, Human Resources Director Cody, Police Chief Smith, and Jack Rovenger from The Law Offices of Falk & Hamblin

ORAL & WRITTEN COMMUNICATIONS

None.

CLOSED SESSION – The City Council adjourned to Closed Session at 5:30 p.m.

1. CONFERENCE LEGAL COUNSEL, POTENTIAL LITIGATION -GOVERNMENT CODE SECTION 54956.9 (b) - 1 CASE

Robert Elguezabal

Claim Number 1803-CL, filed May 23, 2011. Claim available for public review in the City Clerk's office.

2. CONFERENCE LEGAL COUNSEL, EXISTING LITIGATION -GOVERNMENT CODE SECTION 54956.9 (a) - 1 CASE

Ronald Salinas Worker's Compensation Claims

WCAB Nos. ADJ7158377; ADJ7157402; and ADJ6699547

3. CONFERENCE WITH LABOR NEGOTIATORS, PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54957.6

City Negotiators:	Paul L. Talbot, City Manager, Tom Cody, Human Resources Director
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Employee Organizations:	Service Employees' International Union (SEIU), Local 721; Mid-Management Association; Confidential Employees' Unit; (CEA)
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**4. CONFERENCE LEGAL COUNSEL, THREAT OF LITIGATION -GOVERNMENT
CODE SECTION 54956.9 (b) - 1 CASE**

RECONVENE & ADJOURNMENT

The Council reconvened from Closed Session with all Council Members present at 6:30 p.m. and the meeting was adjourned.

Action Taken: No reportable action taken during Closed Session.

David M. Barron, CMC
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
OCTOBER 3, 2012**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, October 3, 2012 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Ing called the meeting to order at 7:00 p.m.

FLAG SALUTE:

The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Lau, Wong, Real Sebastian, Ing

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Director of Community Development Basham, Director of Public Works Saykali, Director of Human Resources Cody, Fire Chief Birrell, Police Chief Smith, Fire Captain Hallock, Financial Services Manager Yaung, Acting Economic Development Specialist Ramirez, Interim City Librarian Arvizu

1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None.

(SA) CONSENT CALENDAR CONSISTS OF ITEM NO. 2

2. (SA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

See Successor Agency Minutes

This is the end of Successor Agency (SA) items.

MISSION STATEMENT

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

(HSA) CONSENT CALENDAR CONSISTS OF ITEM NO. 3

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

3. (HSA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Housing Successor Agency) approve all disbursements.

See Housing Successor Agency Minutes

This is the end of Housing Successor Agency (HSA) items.

Public Speakers:

- St. Stephen Martyr Parish students Benjamin Quirk, Jacob Flores, and Richard Farias invited the council and residents to attend St. Stephen Martyr Church's annual international Oktoberfest festival on Saturday, October 6, 2012 from 10:00 a.m. – 10:00 p.m. featuring live entertainment by Abbey Road- A Tribute to the Beatles.

4. PRESENTATION: STRATEGIC PLAN UPDATE

City Manager Talbot presented the staff report and informed the council that staff will be updating the city's strategic plan on Monday, October 29, 2012 at the Bruggemeyer Library. He summarized the city's strategic objectives and goals stating: (1) the city is meeting with various companies to upgrade the city's website; (2) the Financial Rate Study has been completed and will be presented to the council in November; (3) staff will be having its first Business Outreach Program for Monterey Pass Road businesses on November 13, 2012 at Luminarias Restaurant; (4) Police Chief Smith will present recommendations to the council next month addressing oversized vehicles on city streets and informed the council that currently there are no recommendations to implement city wide parking restrictions; and lastly (6) new benches and furniture purchased by BIDAC are being installed by staff in the downtown area.

Action Taken: Received and Filed.

CONSENT CALENDAR CONSISTS OF ITEMS 5 TO 12

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

Action Taken: Council Members approved and adopted Item Nos. 5 - 12, except for Item Nos. 10 and 11, which were pulled and reading resolutions and ordinances by title only and waiving further reading thereof.

Motion: Moved by Council Member Wong and seconded by Council Member Lau, motion carried by the following vote:

Ayes: Council Members: Lau, Wong, Real Sebastian, Ing
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

5. RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council approve all disbursements.

Action Taken: The City Council approved payment of warrants and adopted **Resolution No. 11519** allowing certain claims and demands per Warrant Register dated **September 19, 2012 and October 3, 2012 Totaling \$2,242,579.47** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. 11519, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **September 19, 2012 and October 3, 2012 Totaling \$2,242,579.47** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

6. ADOPT ORDINANCE NO. 2093 AMENDING THE MONTEREY PARK MUNICIPAL CODE TO ADD REGULATIONS IMPLEMENTING THE CLIMATE ACTION PLAN

In 2009, the Department of Energy awarded the City the Energy Efficiency and Conservation Block Grant in the amount of \$100,000 to prepare a Climate Action Plan (CAP). The Climate Action Plan is a guiding document that lays out a strategy including specific policy recommendations that the city can use to address climate change and reduce its greenhouse gas emissions.

Action Taken: The City Council waived the second reading and adopted **Ordinance No. 2093** amending the Monterey Park Municipal Code to add Regulations implementing the Climate Action Plan on Consent Calendar.

Ordinance No. 2093, entitled:

AN ORDINANCE AMENDING CHAPTER 16.17 OF THE MUNICIPAL CODE (GREEN BUILDING STANDARDS CODE) IN ITS ENTIRETY TO ADOPT BY REFERENCE APPENDIX A4 AND A5 TIER LEVEL 1 OF THE 2010 CALIFORNIA GREEN BUILDING STANDARDS CODE WITH AMENDMENTS

7. AUTHORIZATION TO PURCHASE AUTOMATED METER READING METERS, PARTS AND RADIOS AS PART OF THE FISCAL YEAR 2012-13 METER REPLACEMENT PROGRAM

A grant from the San Gabriel Valley Municipal Water District received in Fiscal Year

2009-10, allowed the City to partially fund a pilot Automated Meter Reading Program. This Program allowed the City to conserve water by automatically detecting leaks while increasing revenue by improving meter accuracy over thirty percent. Currently, the City has five meter reading routes upgraded to the automated system and would like to expand it to eight.

Action Taken: The City Council waived the bidding requirements in accordance with Monterey Park Municipal Code § 3.20.050(4) and authorized the City Manager, or designee, to purchase Metron-Farnier meters of varying sizes, parts and radios in an amount not to exceed \$200,000 for Fiscal year 2012-2013 on Consent Calendar.

8. ADOPT RESOLUTION NO. 11520 APPROVING THE DESIGN AND PLANS FOR THE CONSTRUCTION OF THE EMERGENCY OPERATIONS CENTER PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT

The City was awarded a Federal grant in 2010 in the amount of \$375,000 for the purpose of building a new Emergency Operations Center. The City match is \$127,000 and has a three year performance period during which all requirements and construction must be completed.

Action Taken: The City Council adopted **Resolution No. 11520** approving the Design and plans for the construction of the Emergency Operations Center pursuant to Government Code § 830.6 and establishing a project payment account on Consent Calendar.

Resolution No. 11520, entitled:

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE CONSTRUCTION OF THE EMERGENCY OPERATIONS CENTER PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT

9. ADOPT RESOLUTION NO. 11521 ADOPTING THE 2012 CONFLICT OF INTEREST CODE FOR THE CITY OF MONTEREY PARK IN ACCORD WITH THE POLITICAL REFORM ACT

Pursuant to the Political Reform Act, Government Code § 81000, et seq., every local agency is required to review its Conflict of Interest Code disclosure biennially to determine if the Code is accurate or in need of amendment.

Action Taken: The City Council adopted **Resolution No. 11521** adopting the 2012 Conflict of Interest Code for the City of Monterey Park in accord with the Political Reform Act on Consent Calendar.

Resolution No. 11521, entitled:

A RESOLUTION ADOPTING THE 2012 CONFLICT OF INTEREST CODE FOR THE CITY OF MONTEREY PARK IN ACCORD WITH THE POLITICAL REFORM ACT

10. ADOPT RESOLUTION NO. _____ NOMINATING COUNCIL MEMBER LUIS AYALA FROM THE CITY OF ALHAMBRA TO REPRESENT CITIES WITH PRESCRIPTIVE WATER PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

The San Gabriel Basin Water Quality Authority was established by the State Legislature (Senate Bill 1679) on February 11, 1993 to develop, finance and implement groundwater treatment programs in the San Gabriel Valley.

This item was pulled for discussion.

Action Taken: None. This item was continued to the next council meeting.

11. MARCH 5, 2013 GENERAL MUNICIPAL ELECTION

ADOPT RESOLUTION NO. 11523 CALLING A GENERAL MUNICIPAL ELECTION ON MARCH 5, 2012 PURSUANT TO ELECTIONS CODE §§ 1301 AND 10403

ADOPT RESOLUTION NO. 11524 REQUESTING THAT THE LOS ANGELES COUNTY BOARD OF SUPERVISORS PROVIDE ELECTION SERVICES TO THE CITY FOR THE MARCH 5, 2013 ELECTION

(OPTION 1, Deposit of not less than \$2,500 for Candidate Statements) ADOPT RESOLUTION NO. 11525 ESTABLISHING REQUIREMENTS FOR CANDIDATE STATEMENTS FILED WITH THE CITY CLERK TO BE INCLUDED WITH VOTER INFORMATION FOR AN ELECTION ON MARCH 5, 2013

Or

(OPTION 2, Deposit not to exceed \$700 for Candidate Statement) ADOPT RESOLUTION ESTABLISHING REQUIREMENTS FOR CANDIDATE STATEMENTS FILED WITH THE CITY CLERK TO BE INCLUDED WITH VOTER INFORMATION FOR AN ELECTION ON MARCH 5, 2013

The General Municipal Election is scheduled for Tuesday, March 5, 2013. The election will be for the purpose of electing two members of the City Council for the full term of four years, one City Clerk for the full term of four years and one City Treasurer for the full term of four years.

This item was pulled for discussion and heard after Item No. 13 - Oral and Written Communications.

Action Taken: The City Council (1) Adopted **Resolution No. 11523** calling a General Municipal Election On March 5, 2012 pursuant To Elections Code §§ 1301 and 10403 (2) Adopted **Resolution No. 11524** requesting that the Los Angeles County Board of Supervisors provide Election Services to the City for the March 5, 2013 Election (3) Adopted (OPTION 1, Deposit of not less than \$2,500 for Candidate Statements) **Resolution No. 11525** establishing requirements for Candidate Statements filed with the City Clerk to be included with voter information for an Election on March 5, 2013.

Resolution No. 11523, entitled:

A RESOLUTION CALLING A GENERAL MUNICIPAL ELECTION ON MARCH 5, 2013 PURSUANT TO ELECTIONS CODE §§ 1301 and 10403

Resolution No. 11524, entitled:

A RESOLUTION REQUESTING THAT THE LOS ANGELES COUNTY BOARD OF SUPERVISORS PROVIDE ELECTION SERVICES TO THE CITY FOR THE MARCH 5, 2013 ELECTION

Resolution No. 11525, entitled:

A RESOLUTION ESTABLISHING REQUIREMENTS FOR CANDIDATE STATEMENTS FILED WITH THE CITY CLERK TO BE INCLUDED WITH VOTER INFORMATION FOR AN ELECTION ON MARCH 5, 2013

Motion: Moved by Council Member Wong and seconded by Council Member Lau, motion carried by the following vote:

Ayes: Council Members: Lau, Wong, Real Sebastian, Ing
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

12. PROPOSED CONSOLIDATION WITH THE CITY OF LOS ANGELES FOR THE MARCH 5, 2013 GENERAL MUNICIPAL ELECTION

ADOPT RESOLUTION NO. 11522 CONSENTING TO CONSOLIDATION OF THE CITY OF LOS ANGELES (INCLUDING THE LOS ANGELES COMMUNITY COLLEGE DISTRICT AND THE LOS ANGELES UNIFIED SCHOOL DISTRICT) ELECTIONS WITH THE CITY OF MONTEREY PARK'S GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2013

The City of Los Angeles City Council requested consolidation with the City of Monterey Park's General Municipal Election scheduled for March 5, 2013. The purpose of the consolidation is to facilitate elections for the Los Angeles Community College District and the Los Angeles Unified School District. The school districts cover the entire boundaries of the City of Monterey Park.

Action Taken: The City Council adopted **Resolution No. 11522** consenting to consolidation of the City Of Los Angeles (including the Los Angeles Community College District and the Los Angeles Unified School District) elections with the City Of Monterey Park's General Municipal Election to be held on Tuesday, March 5, 2013 on Consent Calendar.

Resolution No. 11522, entitled:

A RESOLUTION CONSENTING TO CONSOLIDATION OF THE CITY OF LOS ANGELES (INCLUDING THE LOS ANGELES COMMUNITY COLLEGE DISTRICT AND THE LOS ANGELES UNIFIED SCHOOL DISTRICT) ELECTIONS WITH THE CITY OF MONTEREY PARK'S GENERAL MUNICIPAL ELECTION TO BE HELD ON

TUESDAY, MARCH 5, 2013

13. ORAL AND WRITTEN COMMUNICATIONS

- Rita Miller expressed her concerns regarding recent thefts within the city and informed residents to be aware of their surroundings and property.
- Nancy Arcuri spoke of her concerns regarding the Monterey Park Firefighters Association and Los Angeles County Firefighters study requesting a public explanation on funding expenditures from the City Manager and the City Council. She also informed the residents of the next Ad Hoc Fire Committee Meeting on October 29, 2012 at 6:00 p.m. in the Community Room at City Hall.
- Thomas Wong expressed his support to council's actions on implementing the city's Climate Action Plan. He informed the council that the Monterey Park Environmental Commission will be hosting its 2012 Environmental Meet and Greet on October 16, 2012 from 5:30 p.m. – 7:00 p.m. at El Encanto. He encouraged the council and local high school and college students to meet with environmental professionals and learn how to improve and enhance our environment.

PUBLIC HEARING (Open public hearing, hear staff, hear audience, close public hearing)

None.

UNFINISHED BUSINESS

None.

The City Council recessed at 8:30 p.m. and reconvened with all Council Members present at 8:40 p.m.

NEW BUSINESS

14. WATER AND SEWER RATE STUDIES

On July 7, 2010, the City Council awarded a contract to AKM Consulting Engineers to update the City's 1996 Water Master Plan. After a comprehensive review of the City's Water System, AKM provided the updated Plan in April 2012 that included an extensive data gathering effort and review of as-built drawings, water production history, water meter records, maintenance records, SCADA (Supervisory Control And Data Acquisition) records, and water quality records. AKM conducted several facility visits and staff interviews; collected pressure and fire flow field data; developed a detailed hydraulic model; analyzed water system deficiencies; and identified needed capital improvements.

Public Speakers:

- Thomas Wong expressed his support of the staff's recommendations to improve the city's water infrastructure and suggested that the council consider moderate rate hikes for residents and/or options for low income and fixed income residents.

Action Taken: Received and Filed. The City Council provided staff with direction to

move forward with a Water and Sewer rate increase recommending Option (2): Complete \$5.3 million in CIP projects each year on a “pay-as-you-go” basis. This will require an initial increase to the average monthly water bill for a single-family residential customer from \$28.82 to about \$75, followed by annual increases based on inflation. This alternative will allow for the completion of \$60 million in CIP work over 10 years. Vice Mayor Real Sebastian requested that staff organize a field trip for the council and residents to the city’s water reservoir with Director of Public Works Saykali responding.

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Communications and committee reports from Council Representatives of specific organizations (Non Action Item)

Council Member Wong informed the residents of his attendance at the ICSC Conference in San Diego on September 22-23, 2012. He also spoke of his attendance at the People’s Republic of China Ambassador 63rd birthday. Vice Mayor Real Sebastian invited the residents to “Spend the Day at MPK” on October 6, 2012 at several community events in the city: (1) the city’s annual Artisans’ Faire and Harmony Festival Car Show at Barnes Park from 9:00 a.m. – 3:00 p.m. (2) St. Stephens Martyr Church Oktoberfest festival will be from 10:00 a.m. – 10:00 p.m.; and (3) Shiseido will be hosting its grand opening at Atlantic Times Square on Friday, October 5, 2012 at 3:00 p.m.

Action Taken: No action required.

CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting adjourned at 9:57 p.m.

David M. Barron, CMC
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
OCTOBER 17, 2012**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, October 17, 2012 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Ing called the meeting to order at 7:00 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Lau, Wong, Real Sebastian, Ing

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, Deputy City Attorney Berger, City Treasurer Leon, Director of Community Development Basham, Director of Public Works Saykali, Director of Human Resources Cody, Fire Chief Birrell, Police Chief Smith, Police Captain Harris, Financial Services Manager Young, Acting Economic Development Specialist Ramirez, Interim City Librarian Arvizu

1. AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

Discussion: City Manager Talbot reported that Item No. 11 will be continued to a future council meeting. He also reported the staff report corrections on Item No. 16 stating (1) the Recreation Supervisor/Senior Center position was discussed after the passing of the previous employee, Beth Ryan and (2) the Deputy Fire Marshal and Revenue Collection Specialist position(s) were approved at the June budget meetings.

(SA) CONSENT CALENDAR CONSISTS OF ITEM NOS. 2-5

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

2. (SA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

MISSION STATEMENT

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

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements.

See Successor Agency Minutes

3. (SA) INVESTMENT REPORT AS OF SEPTEMBER 2012

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

See Successor Agency Minutes

4. (SA) Minutes

Approval of Minutes from the special meetings of September 11, 2012, September 27, 2012 (cancelled) and October 1, 2012, and the regular meeting of September 19, 2012 of the Successor Agency to the former Monterey Park Redevelopment Agency.

See Successor Agency Minutes

5. (SA) AGREEMENT WITH JWA URBAN CONSULTANTS TO MONITOR THE HOUSING AFFORDABILITY COMPLIANCE REGULATIONS

JWA Consulting Services has been under contract with the City for several months assisting the Community Development Department with the daily operation of the Federal CDBG/HOME housing and commercial programs. Since the federal, state and local housing duties are interrelated, Staff recommends that JWA services be used to assist with the monitoring and compliance requirements for the four housing projects addressed 321-371 East Pomona Avenue and the 534 Chandler Avenue.

See Successor Agency Minutes

This is the end of Successor Agency (SA) items.

(HSA) CONSENT CALENDAR CONSISTS OF ITEM NOS. 6-7

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

6. (HSA) RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council (acting on behalf of the Housing Successor Agency) approve all disbursements.

See Housing Successor Agency Minutes

7. (HSA) MINUTES

Approval of Minutes from the regular meeting of September 19, 2012 of the Housing Successor Agency to the former Monterey Park Redevelopment Agency.

See Housing Successor Agency Minutes

This is the end of Housing Successor Agency (HSA) items.

PRESENTATION: JON TRAW – STREAMLINING OF PERMIT PROCESS – UPDATE REPORT

Action Taken: Received and Filed.

CONSENT CALENDAR CONSISTS OF ITEMS 8 TO 18

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

Action Taken: Council Members approved and adopted Item Nos. 8 – 18 except for Item No. 11, which was pulled and reading resolutions and ordinances by title only and waiving further reading thereof. Council Member Wong left the dais and abstained on Item No. 12 due to a potential conflict of interest.

Motion: Moved by Council Member Lau and seconded by Vice Mayor Real Sebastian, motion carried by the following vote:

Ayes: Council Members: Lau, Wong, Real Sebastian, Ing
Noes: Council Members: None
Absent: Council Members: Wong on Item No. 12.
Abstain: Council Members: None

8. RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council approve all disbursements.

Action Taken: The City Council approved payment of warrants and adopted **Resolution No. 11526** allowing certain claims and demands per Warrant Register dated **October 17, 2012 Totaling \$485,597.83** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. 11526, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **October 17, 2012 Totaling \$485,597.83** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

9. INVESTMENT REPORT AS OF SEPTEMBER 2012

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council disclosing types of investments, dates of maturities, amounts of deposits, rates of interest, and for securities with a maturity of more than 12 months, current market values.

Action Taken: The City Council received and filed the investment report as of September 2012 on Consent Calendar.

10. MINUTES

Approval of Minutes from the City Council Regular Meeting of September 19, 2012 and the Special Meetings of September 11, 2012 and September 19, 2012.

Action Taken: The City Council approved the minutes from the regular meetings of September 19, 2012 and the Special Meetings of September 11, 2012 and September 19, 2012 on Consent Calendar.

11. ADOPT RESOLUTION NOMINATING COUNCIL MEMBER LUIS AYALA FROM THE CITY OF ALHAMBRA TO REPRESENT CITIES WITH PRESCRIPTIVE WATER PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

The San Gabriel Basin Water Quality Authority was established by the State Legislature (Senate Bill 1679) on February 11, 1993 to develop, finance and implement groundwater treatment programs in the San Gabriel Valley.

Action Taken: None. This item was continued to a future council meeting.

12. BUSINESS IMPROVEMENT DISTRICT NO. 1 (BID) ANNUAL REPORT

ADOPT RESOLUTION NO. 11528 DECLARING INTENT TO LEVY AND COLLECT INCREASED ASSESSMENTS WITHIN BUSINESS IMPROVEMENT DISTRICT NO. 1 FOR PROGRAM YEAR 2013 AND SETTING PUBLIC HEARING FOR NOVEMBER 21, 2012 TO CONSIDER SUCH ACTION

The Business Improvement District Advisory Committee is submitting its 2012 Annual Report for the BID, which reviews activities and expenditures during the 2012 Program Year and describes programs and the proposed budget for the upcoming 2013 Program Year.

This item was pulled for separate discussion.

Action Taken: Council Member Wong abstained from discussion and recused himself from the dais due to a potential conflict of interest as his business is within the BID area. The City Council (1) received and filed the 2012 Annual Report with the City Clerk and (2) adopted **Resolution No. 11527** declaring intent to levy and collect increased assessments within Business Improvement District No. 1 for Program Year 2013 and setting public hearing for November 21, 2012 to consider such action approved on Consent Calendar.

Resolution No. 11527, entitled:

A RESOLUTION DECLARING THE CITY OF MONTEREY PARK'S INTENT TO LEVY AND COLLECT INCREASED ASSESSMENTS WITHIN BUSINESS IMPROVEMENT DISTRICT NO.1 FOR PROGRAM YEAR 2013 AND SETTING A PUBLIC HEARING.

13. COUNCIL CHAMBER TELEVISION EQUIPMENT – AWARD OF BID

The City of Monterey Park has an established history of providing video coverage of City Council Meetings and other community events from the Council Chamber. Some of the television equipment is over 25 years old and has not been upgraded since the start of the video program in the 1980s. At this point the majority of the equipment is at the end of its useable life and no longer providing an acceptable level of performance or reliability.

Action Taken: The City Council (1) awarded the bid to VMI for \$72,997.24 from the Cable Television Grant Fund and (2) authorized the City Manager to execute an agreement in a form approved by the City Attorney with VMI to obtain the equipment on Consent Calendar.

14. SIDEWALK RECONSTRUCTION ON COLLEGIAN AVENUE – AWARD OF CONTRACT

The project involves the removal and reconstruction of the sidewalk, curb and gutter on the east side of Collegian Avenue between Cesar Chavez Avenue and Floral Drive. The sidewalk and curb & gutter are severely uplifted and displaced due to large Ficus trees planted in the right-of-way. The project will include the removal of 15 mature Ficus trees; constructing of a new sidewalk, curb and gutter, driveway approaches, ADA curb ramps, tree wells, adjusting utility boxes to grade, and planting of 13 new 24-inch box size Sweet Shade trees. The project will also include a rubberized asphalt pavement overlay on the eastern side of the roadway.

Action Taken: The City Council (1) awarded the contract for the Sidewalk Reconstruction on Collegian Avenue to the lowest bidder, E.C. Construction of South El Monte, in the amount of \$154,045.50 and (2) authorized the City Manager to execute a standard public works contract, in a form approved by the City Attorney on Consent Calendar.

15. PURCHASE POLICE DEPARTMENT PATROL VEHICLES

The 2012-2013 budget included \$280,000 for the purchase of seven (7) Ford Crown Victoria patrol sedans for the Police Department. The City's current patrol vehicles are rapidly approaching 100,000 miles and out of service due to extreme wear and they are not pursuit worthy.

Public Speaker:

- Sarkis Antonian spoke on his concerns regarding the purchase of the Ford Crown Victoria patrol sedans and the vehicles carbon air filters and its environmental impact.

Action Taken: The City Council authorized the City Manager to purchase seven Ford Crown Victoria's from Wondries Fleet Group for \$184,503.41 per Monterey Park Municipal Code § 3.20.050(3) on Consent Calendar.

16.ADOPT RESOLUTION NO. 11528 AMENDING THE CITY'S POSITION CLASSIFICATION PLAN TO INCLUDE ONE REVENUE COLLECTION SPECIALIST POSITION, ONE DEPUTY FIRE MARSHAL POSITION AND ONE RECREATION SUPERVISOR/SENIOR CENTER POSITION, ESTABLISH SALARY RANGES FOR THE CLASSIFICATIONS, AND MAKE APPROPRIATE UNIT DETERMINATION

The City Council approved changing the part-time Revenue Collection Specialist into a full-time position in the Management Services Department at the 2011-12 budget discussions. During the 2012-2013 budget discussions, they also approved eliminating a Recreation Superintendent position and creating a Recreation Supervisor position, and eliminating a Fire Battalion Chief position to create a Deputy Fire Marshal position.

This item was pulled for separate discussion.

Action Taken: The City Council (1) adopted **Resolution No. 11528** amending The City's Position Classification Plan To Include One Revenue Collection Specialist Position, One Deputy Fire Marshal Position And One Recreation Supervisor/Senior Center Position, Establish Salary Ranges For The Classifications, And Make Appropriate Unit Determination; (2) authorized the City Manager to execute an amendment, in a form approved by the City Attorney, to the Memorandum of Understanding between the City and the General Employees Unit, represented by the Service Employees International Union (SEIU) Local 347 to include the salary range established for Revenue Collection Specialist and (3) authorized the City Manager to execute an amendment, in a form approved by the City Attorney, to the Memorandum of Understanding between the City and the Mid-Management Unit represented by the Mid-Management Association to include the salary range established for Deputy Fire Marshal and Recreation Supervisor on Consent Calendar.

Resolution No. 11528, entitled:

A RESOLUTION AMENDING THE POSITION CLASSIFICATION PLAN TO INCLUDE THE CLASSIFICATION OF REVENUE COLLECTION SPECIALIST, RECREATION SUPERVISOR AND DEPUTY FIRE MARSHAL, ELIMINATE ONE POSITION IN THE CLASSIFICATION OF RECREATION SUPERINTENDENT AND BATTALION CHIEF AND ESTABLISHING THE SALARY RANGE FOR THE POSITIONS AND MAKING THE APPROPRIATE UNIT DETERMINATION

17.AUTHORIZATION TO EXTEND THE PROFESSIONAL SERVICES AGREEMENT FOR LABORATORY SERVICES

The Water Utility Division is seeking authorization from the City Council to renew the professional services agreement with Clinical Laboratories for water analysis through June 30, 2013. The Water Utility Division collects water samples from City-owned wells, treatment plants, reservoirs, and the water distribution system for testing at a State of California, Department of Public Health (CDPH)-certified laboratory on a mandatory daily, weekly, monthly, quarterly, annual, and as-needed basis. This

sampling is required for compliance with the State of California Domestic Watery Quality and Monitoring regulations (Chapter 15, Title 22, California Code of Regulations) and our NPDES permit.

Action Taken: The City Council authorized the City Manager to execute an amendment, in a form approved by the City Attorney, to the Professional Services Agreement with Clinical Laboratories in an amount not to exceed \$331,000 for Fiscal year 2012-2013 on Consent Calendar.

18. EMERGENCY PURCHASE OF CARBON FOR WELL 5

ADOPT RESOLUTION NO. 11529 PURSUANT TO PUBLIC CONTRACTS CODE § 20168, FINDING THAT AN EMERGENCY EXISTS WITHIN THE CITY AND AUTHORIZE CONTRACTING WITHOUT THE NEED FOR BIDDING PURSUANT TO § 22050.

Staff is seeking authorization from the City Council for the purchase of 40,000 pounds of granular activated carbon (GAC) from Calgon Carbon Corporation in the amount of \$49,088 to replace the carbon filters in two vessels of the Well 5 Volatile Organic Compounds (VOC) Treatment Plant. Since the treatment plant was taken offline, the change out has already been completed in order to minimize downtime and to limit the amount of purchased water required to meet demand.

Action Taken: The City Council adopted **Resolution No. 11529** Pursuant To Public Contracts Code § 20168, Finding That An Emergency Exists Within The City And Authorize Contracting Without The Need For Bidding Pursuant To § 22050 on Consent Calendar.

Resolution No. 11529, entitled:

A RESOLUTION ADOPTED PURSUANT TO PUBLIC CONTRACTS CODE § 20168 FINDING THAT AN EMERGENCY EXISTS WITHIN THE CITY AND AUTHORIZING CONTRACTING WITHOUT THE NEED FOR BIDDING PURSUANT TO § 22050.

19. ORAL AND WRITTEN COMMUNICATIONS

- Paul Perez spoke as a volunteer for the Monterey Park Citizen's Patrol and inquired about the city's policy regarding lost and found pet signage. He also spoke as a concerned resident regarding the appointment of a new city librarian and suggested that the council review the city's commission policies regarding commissioner absences.
- Larry Sullivan informed the council and the residents of several announcements stating that: (1) October is Breast Cancer Awareness Month and that the city will be hosting its Breast Cancer fundraiser on June 9, 2013 at East Los Angeles College; (2) the Lions Club provided free vision screenings to 2,400 elementary students in Monterey Park stating that there was an 18% failure rate. He suggested that parents have their children's visions tested; and (3) thanked the city and staff on the successful event of the Artisans' Faire and Harmony Festival Car Show at Barnes Park on October 6, 2012.

- Michael Schlegel spoke of his support of staff's recommendations for streamlining the city's building permit process. He also spoke of his concerns regarding the business improvement district and the casino buses in the city parking lots.
- Marcia Spira addressed the council of her concerns regarding the Ad Hoc Fire Rate Study and requested additional information regarding city expenditure funds approved by the City Manager.
- Sarkis Antonian informed the council of his concerns regarding the Alhambra Unified School District and Garvey School District school bonds and suggested a financial study.
- Mayor Ing addressed the speaker's concerns and made general comments. Deputy City Attorney Berger advised the council to refrain from discussion as the item is not on the agenda. The council advised the City Manager and the City Attorney to place the item at a future council meeting for discussion. City Manager Talbot responded to the councils' recommendations and informed the council and residents the item may be discussed at the next Ad Hoc Fire Committee Meeting on Monday, October 29, 2012.

PUBLIC HEARING

20.ADOPT RESOLUTION ESTABLISHING UNDERGROUND UTILITY DISTRICT (UUD) ON MONTEREY PASS ROAD FROM GARVEY AVENUE TO FLORAL DRIVE

The purpose of an underground district is to eliminate blight caused by the abundance of utility poles and overhead wires within the community. The establishment of a UUD on Monterey Pass Road from Garvey Avenue to Floral Drive is ultimately intended to create a vibrant office-professional district on Monterey Pass Road and help generate future revenues for the City. This project would be the City's fifth major Rule 20A undergrounding project since 1968. Monterey Pass Road is a generally north-south minor arterial through the City of Monterey Park that carries a significant volume of traffic, provides scenic views of the City's residential hillsides and the San Gabriel Mountains, and direct access to downtown Monterey Park and the east Los Angeles area.

Mayor Ing opened the public hearing at 8:35 p.m.

Public Speakers:

- Daniel Johnson spoke as a long time city resident and business owner of Cazzo Properties opposing the proposed resolution. He addressed the council of his concerns stating Monterey Pass Road continues to be an industrial area and recommended other redeveloped district areas to establish an underground utility district. He also suggested that the council and staff hold a public forum for further discussion.

- Chris Guldalian from Grand Prix Tire spoke of his concerns regarding the proposed resolution stating additional time is recommended to address questions and concerns from the business owners and residents.
- Lincoln Nagato spoke as a resident against the proposed resolution stating his concerns regarding the funding expenditures and costs related to the project.
- Sen Cheng was not present when called.
- Michael Schlegel spoke against the proposed resolution suggesting funding expenditures for the project assist homeowners who are required to meet the city ordinance beautification codes.
- Paul Perez expressed his support of staff's recommendations stating that the city needs to balance any expenditures to public safety, improving quality of life, and enhancing the city's beautification.

Mayor Ing closed the public hearing at 9:13 p.m.

Action Taken: None. Public hearing held and continued to a future council meeting.

UNFINISHED BUSINESS

None.

The City Council recessed at 9:14 p.m. and reconvened with all Council Members present at 9:25 p.m.

NEW BUSINESS

21.ADOPT RESOLUTION NO. 11530 APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2012-2015 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK SERVICE EMPLOYEES' INTERNATIONAL UNION

ADOPT RESOLUTION NO. 11531 APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2012-2015 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK CONFIDENTIAL EMPLOYEES' ASSOCIATION

ADOPT RESOLUTION NO. 11532 APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2012-2015 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK MID-MANAGEMENT ASSOCIATION

Representatives of the City of Monterey Park have met on numerous occasions with representatives of the Service Employees' International Union, Local 721 (SEIU), the Monterey Park Mid-Management Association (MMA), and the Monterey Park Confidential Employees' Association (CEA) regarding wages, hours of work and other terms and conditions of employment. The results of these negotiations are contained in

the attached Memoranda's of Understanding (MOU), which is being presented to the City Council for approval and adoption of an implementing Resolution.

Public Speaker:

- Nancy Arcuri spoke on the proposed employee contracts and applauded the city's general, confidential and mid-management employee groups.

Action Taken: The City Council (1) adopted **Resolution No. 11530** approving the Memorandum of Understanding for Contract Year 2012-2015 between the City of Monterey Park and the Monterey Park Service Employees' International Union; (2) adopted **Resolution No. 11531** approving the Memorandum of Understanding for Contract Year 2012-2015 between the City of Monterey Park and the Monterey Park Confidential Employees' Association and (3) adopted **Resolution No. 11532** approving the Memorandum of Understanding for Contract Year 2012-2015 between the City of Monterey Park and the Monterey Park Mid-Management Association.

Resolution No. 11530, entitled:

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2012-2015 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK SERVICE EMPLOYEES' INTERNATIONAL UNION

Resolution No. 11531, entitled:

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2012-2015 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK CONFIDENTIAL EMPLOYEES' ASSOCIATION

Resolution No. 11532, entitled:

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2012-2015 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK MID-MANAGEMENT ASSOCIATION

Motion: Moved by Council Member Lau and seconded by Council Member Wong, motion carried by the following vote:

Ayes: Council Members: Lau, Wong, Real Sebastian, Ing
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Discussion on the possibility of placing term limits on the March 2013 Ballot (Requested by Council Member Wong)

Discussion: The City Council directed the City Manager and City Attorney to present a staff report at a future council meeting for discussion.

Action Taken: No action required.

Discussion and clarification on notification procedures of Council members regarding Public Safety situations. (Requested by Mayor Ing and Vice Mayor Real Sebastian)

Action Taken: No action required.

Council Communications and committee reports from Council Representatives of specific organizations (Non Action Item)

Vice Mayor Real Sebastian informed the residents that the Monterey Park Police Department will be having its Annual Pet License and Vaccination Clinic on Saturday, October 27, 2012 from 8:00 a.m. – 10:00 a.m. at George Elder Park. She also announced that the city will be having its next Clean-up Day on Saturday, November 3, 2012 at La Loma Park.

CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting adjourned at 10:30 p.m.

David M. Barron, CMC
City Clerk

Staff Report City of Monterey Park

DATE: November 7, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: ELIAS SAYKALI, DIRECTOR OF PUBLIC WORKS

SUBJECT: SUPPORT FOR 710 GAP CLOSURE

Staff is requesting that City Council adopt a resolution to support the completion of the 710 Freeway.

DISCUSSION:

The City of Monterey Park has been a longstanding proponent of the 710 Gap Closure project. Interstate 710 currently terminates at Valley Boulevard in the City of Alhambra which has had a tremendous negative impact on the City of Alhambra as well as Monterey Park over the years. On a daily basis, large volumes of cars and trucks overflow onto city streets, causing traffic congestion and generating vehicle emissions that contribute to air pollution in our community.

The City of Monterey Park will join 32 other cities and communities, and a number of regional transportation associations in the Southern California area, in support of the completion of the 710 Freeway. Whether it be the construction of a tunnel or another alternative, the 710 Gap Closure is critical to relieving traffic congestion and improving air quality in the Los Angeles basin.

The Los Angeles County Metropolitan Transportation Authority (Metro) is currently conducting an Alternatives Analysis study that precedes the preparation of a Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS). After several decades of impasse and over 40 alternatives considered, Metro has narrowed the alternatives for the 710 Gap Closure to five, which includes a tunnel option. However, while the draft study rates the tunnel option favorably with respect to improving regional mobility and reducing freeway and local traffic congestion, there are those who are now urging Metro to drop the tunnel option on the basis of excessive cost and local objections.

To quote from Metro's Feasibility Assessment Report, "*The California Department of Transportation (Caltrans), Federal Highway Administration (FHWA), Southern California Association of Governments (SCAG), and Los Angeles County Metropolitan Transportation Authority (MTA) support the completion of Route 710 to relieve regional and local traffic congestion and to enhance regional air quality. Consequently, SCAG has included the project in its Regional Transportation Plan (RTP) since 1989 and in its Regional Transportation Improvement Plan (RTIP) since 1991.*"

SCAG has included the 710 completion in its RTIP in order to meet the region's air quality mandates. In addition, Caltrans sees the gap closure as critical to improving one of the most congested freeway systems in the nation.

CEQA (California Environmental Quality Act):

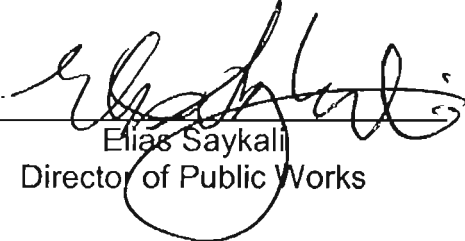
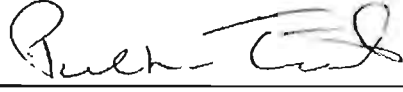
City staff has been participating in Metro's monthly Technical Advisory Committee meetings for the Alternatives Analysis. Metro is responsible for CEQA requirements.

FISCAL IMPACT:

Support for the 710 Freeway Gap Closure project will have no direct financial impact.

RECOMMENDATION:

Staff recommends that City Council adopt the resolution to support the completion of the 710 Freeway.

By:  Approved: 
Elias Saykali Paul Talbot
Director of Public Works City Manager

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF MONTEREY PARK
SUPPORTING THE COMPLETION OF THE 710 FREEWAY

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

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

- A. The Interstate 710 Freeway serves as a major north-south link in the Los Angeles County transportation network; and
- B. In May 2010, after a 40-year impasse during which more than 40 options were considered and numerous studies were produced, the Los Angeles County Metropolitan Transportation Authority (METRO) Board allocated \$59 million to proceed with the Environmental Impact Review to determine how best to close the 710 freeway gap; and
- C. Closing the gap would positively affect an estimated 200,000 vehicles that currently search out alternative routes in order to avoid the 710 Freeway terminus that abruptly converges onto local streets not designed for high traffic volumes; and
- D. Closing the gap would save motorists over 3,000,000 hours of travel time a year that are currently being spent idling in traffic, moving at a stop-and-go pace, or diverting to indirect routes; and
- E. Closing the gap is critical in helping achieve greenhouse gas emission-reduction targets set by the California Air Resources Board to reduce 16% by the year 2035; and
- F. METRO's studies have determined that the tunnel option would have the least negative impact to residential communities; and
- G. The tunnel option is at the forefront of a more than half-trillion dollar Regional Transportation Plan (RTP) for the next 25 years in Los Angeles County. The RTP is an integral part of a thoughtfully planned process to reduce congestion, improve air quality, and promote up to 500,000 jobs annually by adopting infrastructure projects that include completion of the 710 freeway; and
- H. Closing the 710 gap would improve California's transportation system, which will increase the state's economic performance and competitiveness.

SECTION 2. The City Council supports the completion of the Interstate 710 Freeway.

SECTION 3. The City Council urges the Los Angeles County Metropolitan Transportation Authority Board to stay the course and retain the tunnel alternative in its environmental review process for the 710 Freeway completion.

PASSED, APPROVED, AND ADOPTED this 7th day of November, 2012.

CITY OF MONTEREY PARK

Mitchell Ing, Mayor

Approved as to form:
Mark D. Hensley, City Attorney

By: _____
Karl H. Berger, Deputy City Attorney

Attest:

David M. Barron, City Clerk

Resolution No.
Page No. 3 of 2

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

I, David M. Barron, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 7th day of November, 2012, by the following vote:

Ayes:
Naes:
Absent:
Abstain:

Dated this 7th day of November, 2012.

David M. Barron, City Clerk

ORAL AND WRITTEN COMMUNICATIONS

Staff Report City of Monterey Park

DATE: November 7, 2012

TO: Paul Talbot, City Manager

FROM: Jim Basham, Director of Community Development

SUBJECT: CONSENT CALENDAR: AUTHORIZE THE CITY MANAGER TO EXECUTE AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND CITY VENTURES, LLC

DISCUSSION

City Ventures, LLC is a housing development company that design and build energy efficient homes. The Company has built homes in the neighboring community of Alhambra and in other cities throughout Southern California such as Brea, Covina, Ventura, Signal Hill and Carlsbad. Currently, the homebuilder is interested in entering into an agreement with the City to conduct exclusive negotiations with the City to acquire and develop the City yard located at 751 South Alhambra Avenue with approximately 35 single-family homes.

The City Yard comprises one parcel totaling 7.5 acres (326,700 sq. ft.) and is occupied by the City's auto service shop, Building, Street and Parks maintenance facilities and Water Department. The south westerly portion of the City yard includes 2.3 acres of hillside area which will remain undeveloped since this area contains existing water storage facilities used by the City for domestic service. The City would use the proceeds of the sale of the City Yard property to purchase and relocate the facility to a new location, that has not yet been determined.

Representatives of City Ventures recently met with staff and obtained the entitlement applications necessary to submit a Zone Change and General Plan amendment to reclassify the property from Public Facilities to Medium Density Residential. City Ventures understands that the requested entitlement action will require environmental review pursuant to the California Environmental Quality Act (CEQA). Furthermore, City Ventures acknowledges that City Council is the ultimate body to review and approve the Zone Change and General Plan amendment and since the project involves residential density increase approval by the City electorate in an upcoming election to ratify City Council approvals pursuant to City Ordinance No. 1578.

The Exclusive Negotiation Agreement permits exclusive negotiating rights between the City and City Ventures for the purposes of developing the site for residential homes if the required entitlements for the project including the General Plan amendment, Zone Change, Tentative Map, Development Agreement and Design Review are granted along with the adoption of CEQA documents.

The Agreement also requires that City Ventures present to the City Council a disposition plan for the City Yard that outlines the following:

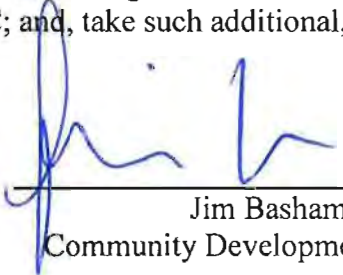
- The scope of development for the City Yard property to be developed as single-family homes;
- A progress schedule for and phasing of the City Yard property for the single-family development;
- An itemized list of needed development and the cost to develop the City Yard for single-family units. The list will include on-site and off-site improvements, any regulatory requirements for the improvements and the cost for the on and off-site improvements;
- The purchase price of the City Yard property which must be acceptable to both the City and City Ventures;
- The improvements that City Ventures will make to the City Yard property and to the surrounding area if any. This will also include a list of supporting infrastructure in connection with the sing-family development;
- The Parties' responsibilities for implementing development activities; and
- The City must prepare a plan for developing and relocating the City Yard before the residential portion is developed; City Ventures must cooperate in City's development of this plan and assist the City in identifying a replacement property.

FISCAL IMPACT

The execution of the Agreement will not impact the City's General Fund, as the sales price should offset the purchase and relocation costs of the new City Yard.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute an Exclusive Negotiation Agreement in a form approved by the City Attorney between the City and City Ventures, LLC; and, take such additional, related, action that may be desirable.

By: 
Jim Basham
Community Development Director

Approved: 
Paul Talbot
City Manager

/JB

Attachment: Exclusive Negotiation Agreement

**EXCLUSIVE NEGOTIATION AGREEMENT
BY AND BETWEEN
THE CITY OF MONTEREY PARK
AND
CITY VENTURES, LLC**

This Agreement is entered into this ____ day of November, 2012 ("Effective Date"), by and between the City of Monterey Park, a general law city and municipal corporation ("City") and City Ventures, LLC, a Delaware limited liability company ("Developer") on the terms and provisions set forth below. The Developer and City are sometimes collectively referred to as the "Parties" and each, individually, may be referred to as a "Party".

1. **RECITALS.** The Parties enter into this Agreement in light of the following facts and objectives:

A. Developer seeks to purchase and develop the existing City yard, located at 751 South Alhambra Avenue, Monterey Park, California, 91754 (the "Property") and seeks to enter into an agreement with City to conduct exclusive negotiations with City regarding the Property.

B. Developer wishes City to consider a proposed residential development consisting of approximately 35 single-family residential homes along with ancillary development and relocation of the existing City yard to another site within the City (the "Project"). The conceptual site plan for the residential portion of the Project is attached as Exhibit "A," and incorporated by reference.

C. The Parties acknowledge that the Project will require certain entitlements, including without limitation discretionary legislative acts such as a zone change ("Zone Code Change") and amendment to City's General Plan ("General Plan Amendment") as well as project-specific quasi-adjudicatory actions including a tentative tract map, all of which will require environmental review pursuant to the California Environmental Quality Act ("CEQA"). Further, the Parties acknowledge that City Ordinance No. 1578 requires that any City Council approved General Plan Amendment or Zone Code Change that re-designates the Property to increase residential density requires approval by the City electorate in an upcoming election for such City Council approvals to be valid or effective (the "Ballot Approval Requirement").

D. Developer acknowledges that the current City Council cannot and will not commit to complete processing or approve the entitlements and CEQA review that would be necessary for the Project and that the individuals that currently constitute the City Council may change during the term of this Agreement.

E. The Parties acknowledge that the Property is required to be deemed surplus property, that City must provide notice and a written offer to sell the Property to various other entities pursuant to Government Code 54220 *et seq.* (the "Surplus Property Disposition Law") and that such other entities must either decline to express an interest in acquiring the Property or City and the entities must be unable to reach terms of an agreed sale as a condition precedent to City being able to sell the Property to Developer or otherwise continue with City's obligations contained in this Agreement (the "Surplus Disposition Condition") and, therefore, the Property could be sold to another entity during the term of this Agreement.

F. City believes it is in the public interest to enter into such exclusive negotiations.

2. **CONSIDERATION.** The Parties agree to strictly comply with the recitals and mutual covenants and conditions contained in this Agreement.

3. **TERM.**

A. The term of this Agreement shall commence as of the Effective Date of this Agreement and shall terminate pursuant to the terms of Section 5 (the "Term"). At the option of the Parties, pursuant to the conditions set forth below and prior to termination, the Term may be extended for an additional two (2) three (3) month periods by mutual written consent of Developer and City. The City Manager is authorized to approve such extensions on behalf of City.

B. If an environmental impact report is required for approval of the Project, then the Term will be automatically extended for a period of twelve (12) months as may be necessary to satisfy the requirements of the CEQA and its implementing guidelines. The Parties shall document this additional automatic twelve (12) month extension in a written acknowledgement.

C. City and Developer will jointly determine milestone dates for the Project which the respective Parties are to meet during the period of the Agreement. Milestone dates shall be agreed upon and incorporated into this Agreement as an exhibit within 60 days of the Effective Date of this Agreement. The Parties agree that certain milestone dates related to the planning and processing of a tentative map and other entitlements (other than the environmental documentation required pursuant to CEQA) that require approval of a General Plan Amendment and/or Zone Code Change for the Project may be commenced after the Ballot Approval Requirement.

D. Upon commencement of this Agreement, City shall commence and in good faith undertake action necessary to comply with the Surplus Property Disposition Law to promptly resolve whether the Surplus Disposition Condition can be satisfied. City is responsible for payment of all costs and expenses associated with such action, other than obtaining an appraisal for the Property, which shall be obtained by Developer at its sole

cost and expense. Unless prohibited by law, City shall not agree to extend or waive any statutory timeframes in Government Code sections 54222(f) or 54223. City shall send written notice to Developer within ten (10) days of determining that the Surplus Disposition Condition is satisfied to memorialize the date described in Section 5.A.iv. During any escrow period arising from an escrow between City and an entity described in Government Code section 54222, City shall send Developer notice of such escrow and the Parties' respective rights and obligations in this Agreement shall be tolled for the duration of the escrow, which shall be deemed an enforced delay pursuant to Section 22. Notwithstanding anything to the contrary in this Agreement, in the event that City records a deed transferring title to the Property as surplus property to one of the entities described in Government Code section 54222, then the Surplus Disposition Condition will be deemed not satisfied and this Agreement shall be deemed terminated.

4. **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.**

A. Should there be a default in performance by a Party the non-defaulting Party must give written notice of such default to the defaulting Party. Such notice must specify the nature of the event or deficiency giving rise to the default; the action required to cure the deficiency; if an action to cure is possible; and a date not less than thirty (30) calendar days from the date of the notice within which action to cure must be taken.

B. Notwithstanding anything to the contrary, any default does not constitute cause to terminate this Agreement if the defaulting Party cures, corrects or remedies the default within the time period required in the notice or other agreement between the Parties. In the case of a default by either Party, the alleged defaulting Party shall promptly commence to cure the identified default and shall complete the cure within thirty (30) days after receipt of the notice of default. The thirty (30) day cure period for a default shall be extended as is reasonably necessary to remedy such default, provided that the alleged defaulting Party commences such cure promptly after receiving the notice of default and continuously and diligently pursues such remedy at all times until such default is cured.

5. **TERMINATION.** This Agreement may terminate under the following circumstances:

A. The earlier of:

- i. Upon recordation of a deed transferring title to the Property to one of the entities described in Government Code section 54222 pursuant to Section 3.D;
- ii. City disapproving the Zone Code Change, General Plan Amendment and/or CEQA, and as a result not placing the Zone Code Change and/or General Plan Amendment on a ballot on or before the June 4, 2013 election;

- iii. The City electorate rejecting the Zone Code Change or General Plan Amendment on or before the June 4, 2013 election; or
 - iv. Two (2) years after the date the Surplus Disposition Condition is satisfied, subject to any extension authorized by Section 3;
- B. By a Party upon the uncured default of the other Party;
- C. By Developer upon giving City thirty (30) days prior written notice of its intent to terminate this Agreement;
- D. Upon the latest of (i) all of the Project entitlements being approved and deemed final and (ii) the entering of a purchase and sale agreement or other disposition document between the Parties; or
- E. Upon failure of the Parties to agree to a purchase price pursuant to Section 7.A.iv within ninety (90) days of the Effective Date of this Agreement, which ninety (90) day period may be extended by mutual written agreement of the Parties.

6. EXCLUSIVE NEGOTIATIONS.

- A. City agrees that, during the Term (or any extension or tolling of the Term) and provided that Developer is not in uncured default of any of its obligations under this Agreement, it will negotiate exclusively (except with regard to negotiations held pursuant to the Surplus Property Disposition Law) and in good faith with Developer concerning the rights and obligations of the Parties respecting the Project and the Property. Developer acknowledges and agrees that City is acting in good faith so long as it makes reasonable efforts to attend scheduled meetings and directs its consultants to cooperate with Developer in processing the Project entitlements and CEQA documents. Developer further acknowledges that City representatives, from time to time, may have contact with other developers respecting the Property and that such contact is expressly permitted provided that City and its representatives inform those developers of the existence of this Agreement and City's obligations and do not actively engage in negotiation with respect to the Property (except as required by the Surplus Property Disposition Law).
- B. City and Developer will engage in good faith efforts to prepare the necessary documents to allow the City Council to determine whether it wishes to approve the CEQA documents, Project entitlements, and a purchase and sale agreement or other disposition document. The Parties recognize that because of the Ballot Approval Requirement it may be desirable to process the General Plan Amendment and Zone Code Change prior to other Project entitlements (excluding any environmental review required by CEQA). Therefore, the Parties shall cooperate to address and develop an efficient, practical and economic method to plan and process a tentative map and any other entitlements that require approval of a General Plan Amendment or Zone Code Change.

C. Developer agrees to use its best efforts and due diligence to investigate the Property, available finances and the feasibility of development of the Property to be in a position to apply for all required Project entitlements during the Term.

D. Developer understands and agrees that City is a public entity and must comply with, without limitation, the California Public Records Act ("PRA"). Each Party agrees that any and all financial data, reports and documentation supplied by one Party ("Disclosing Party"), or its affiliates or third parties on its behalf, to the other Party under this Agreement ("Receiving Party"), which are confidential, to the extent permitted by the PRA, cannot be disclosed or otherwise disseminated by the Receiving Party without the consent of the Disclosing Party. For this Section to apply, the Disclosing Party must mark or label its confidential information as "Confidential and Proprietary." If City is challenged regarding a document that Developer deems confidential, and presuming that prior to disclosure City notifies Developer so that it may decide whether to consent to disclosure, then Developer shall defend, indemnify and hold harmless City and its officers, officials, employees and agents against and from such challenge.

7. SCOPE OF NEGOTIATIONS.

A. During the Term, the Parties agree to negotiate to develop a disposition plan for the Property to present to the City Council for consideration and approval in its sole and absolute discretion. Such a plan will include:

- i. The scope of development for the Property, to be developed as single-family detached homes;
- ii. A progress schedule for, and phasing of, the Property development and the Project;
- iii. An itemized list of needed development and the cost of such development for the Project. This list will include on-site and off-site improvements, any regulatory requirements for these improvements, and the costs associated with both needs;
- iv. The purchase price of the Property, which must be acceptable to both Parties in their sole and unfettered discretion;
- v. Those improvements that Developer will make to the Property, if any, and to the surrounding area. This will also include a list of supporting infrastructure (if any) in connection with the Project;
- vi. The Parties' responsibilities for implementing development activities; and
- vii. City shall prepare a plan for developing and relocating the City yard prior to development of the residential portion of the Project; Developer shall

cooperate in City's development of this plan and shall assist City in identifying a replacement property.

B. The good faith negotiations agreed to between the Parties requires each to reasonably communicate with the other. This will include all methods of communication including via telecommunications (fax, phone, e-mail, etc.), face-to-face meetings between the Parties' representatives, and written correspondence.

8. **DEVELOPER RESPONSIBILITIES.** As part of the disposition plan, Developer must:

A. Conduct such tests, surveys and other analyses of the Property as Developer deems necessary to determine the feasibility of the Project, and complete such tests, surveys and other analyses as promptly as possible within the Term. Any entry by Developer or its agents onto the Property shall be subject to, and conducted in accordance with, all applicable laws, statutes, rules and regulations. Developer shall promptly restore the Property to its previous condition before any such entry, test, or investigation occurred or was performed. Developer or its agents may undertake borings or other disturbances of the soil with City's prior written approval (not to be unreasonably withheld), provided that the soil borings and other disturbances shall be sealed and closed using materials and techniques that conform with all applicable laws, statutes, rules and regulations and industry and governmental standards, and the soil shall be recompacted to the condition immediately before any such borings were undertaken. Upon receipt of a written request therefore, Developer and City shall each provide the other with access to all data and information concerning the physical condition of the Property which is available to it and of which it is aware, but without representation or warranty as to the accuracy thereof. The Parties shall enter a Right of Entry Agreement in the form and content attached hereto as Exhibit "B" prior to Developer's entering the Property to conduct any invasive tests, surveys or analyses.

B. Provide architectural information including site plan studies and revisions, proposed elevations, landscape plans and signing criteria. Developer and its proposed architect must meet with City representatives to review and come to a clear understanding of the planning and design criteria. Developer must submit to City proposed conceptual site plans, landscaping plans and elevation plans for the Project.

C. Developer must, within thirty (30) days after the date of this Agreement, submit in writing to City the names of its architect, engineers, and any other development team member, all of whom are subject to City's reasonable approval. Developer may designate replacements for any of these entities or individuals, subject to City's reasonable approval. Developer must also designate and submit in writing to City the names of its lead negotiators who have authority to make decisions on its behalf.

D. Certain State and local environmental requirements under CEQA are applicable to the Project. Developer agrees to supply information and otherwise assist City, as requested, to determine the environmental impact of the Project (including all requested entitlements and land use approvals), and to allow City to prepare such environmental documents as may need to be completed for the Project pursuant to CEQA.

E. Developer shall indemnify, defend and hold City and its members, officials, representatives, directors, staff members, attorneys and employees of City ("Representatives") harmless from and against any and all losses, liabilities, demands, claims, judgments, causes of action or expenses, including reasonable attorneys' fees and costs (collectively, "Losses and Liabilities"), arising from or relating to (A) any acts or omissions of Developer or any of its members, managers, agents, employees, contractors or other representatives upon the Property (or any portion thereof), including without limitation any tests or investigations thereof as specified in the Right of Entry (attached hereto as Exhibit "B"); (B) the preparation of any plans for the Project; (C) claims for inverse condemnation or relocation costs or assistance or loss of FF&E or goodwill, but only if and to the extent based on the Parties' entering into this Agreement or any negotiations conducted between the Parties pursuant hereto but not including any condemnation or relocation costs or assistance that Developer would otherwise be entitled to by the California Constitution or the California Relocation Assistance Act (Govt. Code § 7260 *et seq.*) if such claims arise after title to the Property is transferred to Developer; (D) CEQA or other land use challenges, but only if and to the extent based on the Parties' entering into this Agreement, any negotiations conducted between the Parties pursuant hereto, or City's consideration or approval of tract or parcel map, conditional use permit(s) and/or other land use entitlement(s) necessary or appropriate for development of the Project; or (E) any litigation, suits or actions brought against City, or any of its respective Representatives, but only if and to the extent based on the Parties' entering into this Agreement, any negotiations conducted between the Parties pursuant hereto, or City's consideration or approval of any tract or parcel map, conditional use permit(s) and/or other land use entitlement(s) necessary or appropriate for development of the Project; provided, however, that the foregoing indemnity shall not extend to any Losses and Liabilities to the extent arising from the negligence or willful misconduct of City or any of its Representatives, as determined by a final and non-appealable determination of a court of competent jurisdiction. In connection with any defense to be provided by Developer pursuant to this Section, City and its Representatives shall have the right to be defended by counsel of their choice, at Developer's expense. This provision shall survive termination of this Agreement for the duration of any applicable statute of limitation.

9. **DEVELOPER REIMBURSEMENT OF CITY COSTS.**

A. Developer and City agree that Developer must pay for all administrative and other costs associated with reviewing the Project on the Property including, without limitation, legal fees, staff time, consultant fees (including without limitation CEQA review and preparation of the Project land use entitlements) and any costs associated with the Ballot

Approval Requirement (collectively "City Costs"). The definition of City Costs does not include (i) any costs associated with City's compliance with the Surplus Disposition Law other than the appraisal for the Property, or (ii) any costs associated with City's locating and acquiring a replacement City yard (excluding CEQA review), unless Developer agrees to pay for such costs pursuant to an agreement executed by the Parties subsequent to this Agreement (which agreement the Parties may approve or disapprove in their sole, absolute, and unfettered discretion).

B. Within five (5) business days of the execution of this Agreement, Developer shall provide City with a deposit of Twenty-Five Thousand Dollars (\$25,000) (the "Initial Deposit"), which City agrees to maintain in a separate trust account for Developer; any interest earned on funds deposited in this trust account shall be for the benefit of Developer. The Initial Deposit and any subsequent replenishment shall be used only to pay City Costs actually incurred. City shall have the right from time to time to withdraw funds from the Initial Deposit to pay (or reimburse itself) for City Costs, and shall provide Developer with monthly statements specifying the City Costs so incurred by City and paid (or reimbursed) from the Initial Deposit. Together with such monthly statements, City shall provide to Developer copies of invoices for the City Costs shown in such monthly statements, including invoices for attorneys' fees and costs (but the detailed description of the services provided by each attorney, as described in each such invoice, shall be redacted to show only the matter on which such attorney worked, together with the name (or initials) of such attorney, the date and amount of time spent by such attorney on such matter, and the attorneys' fees charged to City therefore) and including any invoices from other consultants or experts (but each such invoice from other consultants or experts shall be redacted so as not to show or contain any privileged information or communications). Developer shall have no obligation to pay as City Costs any third party cost for which an invoice is not provided. Any City Costs related to charges for City staff time shall be based on written time entries that include the name of the staff, the actual time spent and a specific description of work performed.

C. Within ten (10) business days after City notifies Developer in writing that the then remaining balance of the Initial Deposit has been reduced to Five Thousand Dollars (\$5,000) or less, Developer shall replenish the Initial Deposit to a balance of Twenty-Five Thousand Dollars (\$25,000).

D. City shall provide ten (10) business days' prior written notice to Developer of City's intent to engage any other third party (excluding City's legal counsel) or authorize any other work (excluding work by City's legal counsel relating to the Project), the cost of which is reasonably anticipated by City to exceed One Thousand Dollars (\$1,000). Developer shall be entitled to review and comment (but not approve) on any contract or scope of work (or amendment or change order to such agreements) that City intends to enter with a third party (excluding City legal counsel) with respect to this Agreement or the Project prior to City entering such contract or agreeing to such scope of work. If Developer has a good faith and bona fide dispute as to a charge incurred as City Costs

(excluding City legal counsel), then City shall meet and confer with Developer in a good faith effort to resolve such dispute. If, after such meeting, City agrees with Developer, City shall cooperate with Developer in seeking credit or offset from third parties to whom City Costs are paid. To the extent practicable, any third party contract (excluding City's legal counsel) shall name Developer as an intended third party beneficiary.

E. Upon City's receipt of written notice from Developer to stop work (or temporarily suspend work) on the Project, City shall promptly direct all of City's staff, attorneys, consultants and other professionals to stop work thereon; provided, however, that such a notice to stop work (or temporarily suspend work) shall not constitute Developer's election to terminate this Agreement absent a specific statement to that effect; and, provided further, that the Developer agrees and acknowledges that:

- i. Depending upon the terms of the contract(s) governing the work to be performed by such consultants and other professionals (excluding City's attorneys), such consultants' and other professionals' stopping work on the Project may or may not result in City incurring costs therefor, and Developer shall be responsible for, and the Initial Deposit may be used by City to pay (or reimburse itself) for, such costs that are actually incurred and to which a third party has a contractual right to payment; and
- ii. Notwithstanding such written notice, Developer shall continue to be obligated to indemnify, defend and hold City and its Representatives harmless from and against any Losses and Liabilities in accordance with Section 8.E of this Agreement.

F. If, for any reason whatsoever City does not approve the Project, which approval may be given or denied in the City Council's sole, absolute and unfettered discretion, the Term expires pursuant to Section 5, or the Ballot Approval Requirement does not occur, then that portion of the Initial Deposit (as theretofore replenished by Developer) and any interest thereon then remaining after the deduction of pre-termination City Costs, as reasonably determined by City in good faith consultation with Developer (the "Deposit Balance"), shall be returned by City to Developer within thirty (30) days after this Agreement terminates. Developer acknowledges that City can at any time determine that it no longer desires to transfer the Property to Developer, unless its right to do so is restricted pursuant to an agreement executed by the Parties subsequent to this Agreement (which agreement the Parties may approve or disapprove in their sole, absolute, and unfettered discretion). In such case Developer can elect to withdraw its Project entitlement applications submitted to City and City shall return the Deposit Balance to Developer. If Developer desires to continue process its applications for Project entitlements then Developer shall continue to pay City Costs associated with the processing such entitlements consistent with the terms and conditions of this Agreement. In the event that City approves the Project entitlements, City shall return any remaining Deposit Balance upon Project approval.

G. Should Developer fail to perform any of its obligations under this Section, then City may, at its option, pursue any one or more or all of the remedies available to it under this Agreement, at law or in equity. Without limiting any other remedy which may be available to it, if Developer fails to perform any of its obligations under this Agreement, City may cease performing its obligations under this Agreement and may bring an action to recover all costs and expenses incurred by City together with interest from the date incurred at the rate of 10% per annum.

10. **HAZARDOUS/TOXIC WASTE.** City has not, nor, to City's knowledge, has any third party used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the Property in violation of any law or regulation. Developer agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within the Property in violation of any law or regulation. Developer agrees to defend and indemnify City, to the extent stated below, against any and all losses, liabilities, claims and/or costs arising from any breach of any Developer warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

11. **INSURANCE.** Developer must procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements that follow:

A. Developer will provide Commercial General Liability, Broad Form General Liability and Business Automobile Liability insurance that meet or exceed the requirement of ISO Forms GL0002, GL0404 and CA0001, Code 1, respectively, in the most current State of California approved forms, in connection with Developer's performance in the amount of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage for each policy coverage.

B. Commercial General Liability, Broad Form General Liability and Business Automobile Liability policies required in this Agreement will be endorsed to name City, its officials, volunteers, and employees as "additional insureds" under said insurance coverage, to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto, and to state that the policy(ies) will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

C. Developer will furnish to City a certificate of insurance, in the standard form required by City, duly authenticated, 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."

12. **NOTICES.** All communications to either Party by the other Party shall be deemed made when received by such Party at its respective name and address, as follows:

City: City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754
Attention: Mr. Paul Talbot, City Manager

With a copy to: Jenkins & Hogin, LLP
Manhattan Towers
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, California 90266
Attention: Mark D. Hensley, Esq.

Developer: City Ventures, LLC
2850 Redhill Avenue, Suite 200
Santa Ana, California 92705
Attention: Mr. Ryan Aeh

With a copy to: Cummins & White, LLP
2424 S.E. Bristol Street, Suite 300
Newport Beach, CA 92660
Attention: Michael R.W. Houston, Esq.

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

13. **ASSIGNMENT.** This Agreement cannot be assigned by Developer without City's prior written approval in its sole, absolute and unfettered discretion, except that approval shall not be required for a successor-in-interest formed by Developer for the express purpose of fulfilling the obligations set forth in this Agreement.

14. **INTERPRETATION/VENUE.** This Agreement and its performance will be governed, interpreted, construed and regulated by the laws of the State of California. Exclusive venue for any action arising from this Agreement will be in Los Angeles County Superior Court.

15. **EXCLUSIVE REMEDY.** Declaratory and injunctive relief and specific performance shall be the sole remedies available to the Parties and each Party understands and agrees that it cannot seek damages of any nature or type against the other Party except (i) City can seek damages for any physical harm caused to the Property by Developer, as further described in Section 8.A; (ii) City may seek damages related to a dispute involving Developer's failure to perform its obligations under Section 9; and (3) Developer may seek damages related to a dispute involving City's failure to return the Deposit Balance to Developer pursuant to Section 9.

16. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the Parties as to the matters covered in this Agreement. There are no other understandings, terms or other agreements expressed or implied, oral or written.

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

18. **COVENANT AGAINST DISCRIMINATION.** Developer cannot discriminate against nor segregate, any person, or group of persons, on account of sex, race, color, age, marital status, religion, handicaps, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Developer establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property.

19. **CONSTRUCTION.** This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the Party preparing this Agreement. This Agreement supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the subject matter and contains the entire understanding between the Parties with respect thereto. This Agreement is the result of negotiations between the Parties who are each represented an attorney. This Agreement shall be interpreted as though it was jointly drafted by the Parties, and it shall not be construed against a Party based upon the Party that drafted any particular section, phrase or word of the Agreement.

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

21. **COUNTERPARTS.** This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

22. **FORCE MAJEURE.** Performance by either Party (who is not otherwise in uncured default) shall not be deemed to be in default and the Term shall be extended where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, supernatural causes acts of the public enemy, terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions on priority, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplies, acts of the other Party, or any other causes beyond the reasonable control or without fault of the Party claiming extension of time to perform. Notwithstanding the foregoing, inability to secure satisfactory financing or market and economic conditions shall not entitle Developer to an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within twenty (20) days of knowledge of the commencement of the cause.

23. **OPERATING MEMORANDA.** The provisions of this Agreement require a close degree of cooperation between City and Developer and refinement; further, the Ballot Approval Requirement and further development of the Project may demonstrate that clarifications are appropriate with respect to the details of the performance of City and Developer. If and when, from time to time, during the Term, City and Developer agree that such clarifications are necessary or appropriate, they shall effectuate such clarifications through operating memoranda approved by City and Developer, which after execution, shall be attached hereto. No such operating memoranda shall constitute an amendment to this Agreement requiring public notice or hearing. The City Attorney shall be 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 as to require an amendment of this Agreement. The City Manager may execute any operating memoranda without City Council action.

[Signatures contained on next page]

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

ATTEST:

David M. Barron
City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: _____

"CITY"
CITY OF MONTEREY PARK
a municipal corporation

By: _____
Name: Paul Talbot, City Manager
Dated: _____

"DEVELOPER"
City Ventures, LLC, a Delaware Limited
Liability Company

By: _____
Name: _____
Its: _____
Dated: _____

Exhibit "A"
Conceptual Site Plan

Summary

Total Site: 5.2 ac
Total Units: 35 du
Density: 6.7 du/ac

Parking Summary

70 Covered Spaces
23 Parallel Spaces
58 Driveway Spaces
151 Total Spaces (4.3 spaces per home)

Exceptional View Potential

Typical
Plan 2

- 2,141 sf
- 4 Beds, 2.5 Bath
- 2 Car Garage

Typical
Plan 3

- 2,327 sf
- 4 Beds, 2.5 Bath
- 2 Car Garage

Typical
Plan 1

- 1,871 sf
- 3 Beds, 2.5 Bath
- 2 Car Garage

Russell Ave

Residential Only Gate

Residential Street

- 32' Street Section
- Parking One Side

Gated Entry

South Alhambra Ave

Conceptual Site Plan

City Yard Redevelopment Opportunity

Monterey Park, CA
City Ventures



Exhibit "B"
Right of Entry Agreement

RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called this "Agreement") is made and entered into as of _____, 2012, by and between the City of Monterey Park, a general law city and municipal corporation ("Licensor"), and City Ventures, LLC, a Delaware limited liability company (the "Licensee")

WITNESSETH:

WHEREAS, Licensor has ownership of the real property more particularly described on Exhibit 1, attached hereto (herein called the "Property");

WHEREAS, concurrently with the execution of this Agreement, Licensor and Licensee are entering into an Exclusive Negotiating Agreement related to the Property (the "ENA");

WHEREAS, Licensee needs the right of entry upon and access to the Property for the purpose of undertaking surveys, tests, inspections, analyses and other due diligence activities (herein called the "Due Diligence Activities") required in connection with the proposed acquisition by Licensee of the Property and required by the ENA;

WHEREAS, Licensor has agreed to grant to Licensee, and Licensee has agreed to accept from Licensor, a non-exclusive license to enter upon the Property to perform the Due Diligence Activities in accordance with the terms and provisions of this Agreement; and

WHEREAS, Licensor and Licensee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Due Diligence Activities and Licensee's entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee do hereby covenant and agree as follows:

1. Access by Licensee. Subject to Licensee's compliance with the terms and provisions of this Agreement, Licensee and Licensee's employees, agents and consultants designated in writing by Licensee (herein collectively called "Licensee's Designees") shall have the right to enter upon the Property for the purpose of conducting the Due Diligence Activities, until the earliest to occur of: (i) the expiration or earlier termination of the ENA; (ii) the termination of this Agreement; or (iii) the execution of the purchase and sale agreement or other disposition document contemplated by the ENA.

Licensee expressly agrees as follows: (i) any activities by or on behalf of Licensee, including, without limitation, the entry by Licensee or Licensee's Designees onto the

Property in connection with the Due Diligence Activities shall not damage the Property in any manner (except for minor damage normally resulting from typical site investigation activities such as soil borings); (ii) in the event the Property is altered or disturbed in any manner in connection with the Due Diligence Activities, Licensee shall immediately return the Property to the condition existing prior to the Due Diligence Activities (unless otherwise agreed in writing by the City Manager of the Licensor), and (iii) Licensee shall indemnify, defend and hold Licensor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Licensor as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by Licensee or Licensee's Designees onto the Property, except to the extent they are caused by the negligence or willful misconduct of the Licensor, or its agents, contractors or employees.

2. Lien Waivers. Upon receipt of a written request from Licensor, Licensee will provide Licensor with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Licensor and its counsel. To the extent permitted by applicable law, Licensee hereby indemnifies Licensor from and against any claims or demands for payment, or any liens or lien claims made against Licensor or the Property as a result of the Due Diligence Activities, except to the extent they are caused by the negligence or willful misconduct of the Licensor, or its agents, contractors or employees.

3. Insurance. Licensee shall, and shall cause all of Licensee's Designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Licensor covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than \$1,000,000.00, and to deliver to Licensor a certificate of insurance evidencing that such insurance is in force and effect, and evidencing that Licensor has been named as an additional insured thereunder with respect to the Due Diligence Activities. Such insurance shall be maintained in force throughout the term of this Agreement. If Developer's contractors used for Due Diligence Activities are unable to meet these insurance requirements on their own, Developer may provide such coverage on their behalf.

4. Successors. To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5. Limitations. Licensor does not hereby convey to Licensee any right, title or interest in or to the Property, but merely grants the specific and limited contractual rights set forth herein.

6. Notices. Whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand, or request shall be in writing and shall be addressed and delivered as provided in the notices provision of the ENA.

7. Assignment. This Agreement shall only be assigned by Licensee in the manner described in the ENA.

8. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

10. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.

IN WITNESS WHEREOF, Licensors and Licensee have caused this Agreement to be executed as of the day and year first written above.

LICENSEE:

CITY VENTURES LLC,
a Delaware Limited Liability Company

By: _____

Print Name: _____

Title: _____

LICENSOR

City of Monterey Park
A General Law City and Municipal
Corporation

Paul Talbot
City Manager

ATTEST:

David M. Barron
City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: _____

EXHIBIT 1 to Exhibit "B"
Right of Entry and Access Agreement

Description of the Property

[Insert description here]

Staff Report City of Monterey Park

**New Business
Agenda Item 9**

DATE: NOVEMBER 7, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: JAMES BIRRELL, FIRE CHIEF 

SUBJECT: INFORMATION ITEM – TRANSFER OF FIRE PROTECTION, PARAMEDIC, AND INCIDENTAL SERVICES

Staff is presenting an update to the City Council on activities relating to the issue of transferring fire protection, paramedic and other incidental services to the Consolidated Fire Protection District of Los Angeles County.

DISCUSSION:

At the City Council meeting of April 7, 2010, the City Council approved a number of actions (Exhibit A) initiating a feasibility study for the provision of fire protection, paramedic and incidental services by the Consolidated Fire Protection District of Los Angeles County ("County"). The following information is being provided to update the City Council on activities relating to this issue.

Costs:

On April 7th, the City Council approved entering into an agreement with the Monterey Park Firefighters' Association, IAFF, Local 1014 in which the City would request the County to conduct the study and contract for an independent analysis and the Association would pay the full cost as stated in the proposals presented to Council. The Monterey Park Firefighters' Association submitted a check (Exhibit B1) for \$82,471 on August 16, 2011. The County study was \$24,000 (Exhibit B2) and the independent analysis by Emergency Services Consulting International ("ESCI") was \$58,471 (Exhibit B3) for a total of \$82,471. The City entered into agreements with each entity in October 2011.

ESCI conducted its analysis based on the County's Feasibility Study received in July 2011, draft agreement for services, and proposed conversion costs received by the City in December 2011. ESCI was provided this information as well as City data to commence its analysis and prepare a final report for completion in early 2012. A preliminary draft was provided to staff for review February 6, 2012. Subsequently, the City received new information impacting this analysis.

The County notified the City in a letter dated March 14, 2012 (Exhibit C) that they increased the cost share of the paramedic squad from 25% to 50%, agreed to relocate the Assistant Fire Chief for Division IX into City Station 61, and accepted the Fire Department's surplus vehicles in exchange for an estimated credit towards the final conversion costs of \$254,800. On May 23, 2012, (Exhibit D) the County notified the City it reconsidered the cost of the truck/quint and agreed to share 50% of the cost. In order to provide the City and Fire Citizen Committee an accurate and complete report using the most up-to-date financial data, ESCI had to re-work and re-calculate its report to incorporate this information. This impacted the Financial Overview Section of the Report – all sections using the County cost proposal, such as the cost comparison analysis between the City and County, the Five-Year Accumulated Total Cost of Proposal, Conversion Cost Summary, Ongoing Costs Analysis, and other financial analyses. This additional work cost the City \$5,800 (Exhibit E1), which was authorized by the City Manager and paid from the FY2011-2012 Fire Department budget, source of which was General Funds (Exhibit E2). Subsequently, the Monterey Park Firefighters' Association, Local 1014 reimbursed the City an additional \$5,800 on October 29, 2012. (Exhibit E3)

Fire Citizen Committee

The City Council established the Fire Citizen Committee by Resolution on January 18, 2012 and made appointments on May 2, 2012. Since its formation, the Committee held six meetings, in which the following was presented and reviewed:

1. Committee requirements and goals;
2. The Feasibility Study by the Consolidated County;
3. Preliminary Agreement for Services by and between the County and City of Monterey Park;
4. City Attorney attendance to Committee meeting in response to the Committee's request for a copy of the Attorney's written legal opinion on the fire transfer issue;
5. The County's Conversion Cost proposal;
6. Monterey Park's Counter Proposal, Counter Agreement, Counter to Conversion Costs and proposed credit considerations;
7. County's response to Monterey Park's Counter Proposal;
8. Video presentation on Emergency Medical Services in Los Angeles County;
9. Meetings with the cities of Pomona, City of Covina, and El Monte by Committee Members individually or in pairs; and
10. Presentation of Independent Analysis by ESCI.

Presentation of information concluded on September 11th and the Committee began working on developing its findings and determinations at its meeting October 29, 2012.

Ballot Initiative

The City Clerk's office received a Notice of Intent to Circulate a Petition on October 1, 2012 and has provided a status on this issue and information relative to the process per the Elections Code (Exhibit F).

CEQA (California Environmental Quality Act):

At this time, CEQA review is not required. CEQA review is required should the City Council choose to place a measure on the ballot regarding transfer of fire services from the City.

FISCAL IMPACT:

A total of \$82,471 paid by the Monterey Park Firefighters' Association for the Los Angeles County Survey of \$24,000 and ESCI \$58,471 as proposed April 7, 2010. Additional work by ESCI with a cost of \$5,800.00 paid from FY2011-2012 City General Funds and subsequently reimbursed by the Monterey Park Firefighters' Association, Local 1014 for \$5,800.

RECOMMENDATION:

Receive and file.

By: 
James Birrell
Fire Chief

Approved:


Paul Talbot
City Manager

Attachments: Exhibit A - Staff Report for Council Meeting of April 7, 2010
Exhibit B1 - Monterey Park Firefighters' Association Check No. 5020
Exhibit B2 - LA County Fire Feasibility Study Invoice and City Payment to LACo FD
Exhibit B3 - ESCI Independent Analysis Invoice and City Payment to ESCI
Exhibit C - Letter dated March 14, 2012 from Chief Osby, County of Los Angeles
Exhibit D - Letter dated May 23, 2012 from Chief Osby, County of Los Angeles
Exhibit E1 - ESCI Invoice for Additional Costs
Exhibit E2 - City Payment to ESCI
Exhibit E3 - Monterey Park Firefighters' Association Check No. 5091
Exhibit F - Information relating to proposed ballot initiative from the City Clerk

JB:Imb

Staff Report City of Monterey Park

DATE: April 7, 2010

TO: Donald F. McIntyre, Interim City Manager

FROM: Robert A. Blackwood, Director Human Resources & Risk Mgmt

RE: Recommendation to approve Side Letter Agreement Extending with Non-Economic Modification, the Current Memorandum of Understanding between the City of Monterey Park and the Monterey Park Firefighters' Association, IAFF, Local 1014 through December 31, 2010; Request to Authorize the City Manager to Execute a Letter Requesting the Consolidated Fire Protection District of Los Angeles County Prepare a Proposal for Provision of Fire Protection, Paramedic and Incidental Services; and to Authorize the City Manager to Execute a Contract with ESCI to Perform the Required Independent Analysis as Required by Monterey Park Municipal Code Section 2.40.065

As part of negotiations between the City and the Monterey Park Firefighters' Association, Local 1014, the parties agreed to request the City obtain, with Fire Association incurring full cost, a proposal from the Los Angeles County Consolidated Fire Protection District for providing fire services to the City. Additionally, the Fire Association will also bear the cost of the independent study as required by Monterey Park Municipal Code Section 2.40.065.

DISCUSSION:

Extension of Memorandum of Understanding:

The existing memorandum of understanding (MOU) between the City and the Monterey Park Firefighters' Association expired June 30, 2009. The parties have met and conferred toward negotiating a successor MOU. Because of current economic times, the parties have agreed to minor, non-economic MOU amendments, and to extend the current MOU with no increase in salary or other compensation through December 31, 2010.

Following expiration of the MOU between the City and the Monterey Park Firefighters' Association, staff and Association conducted numerous negotiations session. As the gravity of the City financial crisis became clearer, the parties focused on non-economic issue and abandoned discussions of increases to salary and other compensation.

As a result, the following agreements were reached and are submitted to the City Council for approval.

1. Agreement to extend the term of the MOU from the original expiration date

of June 30, 2009 to December 31, 2010.

2. Agreement to modify current language relating to vacation approval (see attached Side Letter Agreement No. 4).
3. Association to fund the full cost of both an L.A. County study and required independent study to provide an analysis of the costs and other impacts of providing Fire Services through the Consolidated Fire Protection District of Los Angeles County. Independent study to be in compliance with Monterey Park Municipal Code Section 2.40.065. In consideration for the Association's agreement to bear the full cost of both studies, the City shall approve necessary documents to initiate the County study and authorize a contract for an independent study as required by the Municipal Code. The City and Association have agreed to utilize the services of Emergency Services Consulting International (ESCI) to perform the independent study.

Los Angeles County and Independent Study:

To implement the Agreement between the City and Firefighters' Association, the following is an outline of the study process, its costs, and timeframe for completion. In addition, information is provided on the activities that must accompany the conduct of the County Study.

I. Los Angeles County Study - \$24,000; 5-6 Month process

Chief P. Michael Freeman, Los Angeles County Fire Department, indicated the cost of \$24,000 to conduct a study for Monterey Park (Attachment A). The cost is based on \$12,000 for the first station and \$6,000 for each additional station. The following information is an outline of the process and time frame.

- 1) To commence the study, the City is required to submit the attached letter to the County titled "Request for Consolidated Fire Protection District of Los Angeles County Proposal to Provide Fire Protection and Paramedic Services for the City of Monterey Park" and execute the attached "Agreement for Report for Fire Protection, paramedic, and Incidental Services.
- 2) Once the agreement is received and awaiting County Board approval, the Fire District will send the Fire Department a questionnaire. The County Study will commence upon receipt of the questionnaire and Board approval.
- 3) 4 months: It takes approximately four months to complete a Study.

II. Required Findings

Monterey Park Municipal Code Section 2.40.065 requires other components before consolidation or transfer of fire services can be made. The voters of Monterey Park approved these criteria as Measure J, on March 2, 1999. The criteria are as follows:

- 1) Two findings be made prior to transfer or consolidation
 - i. Existing emergency response times and service levels, including but not limited to on-duty staffing levels, facilities and equipment shall be maintained or enhanced.
 - ii. There shall not be an increase in cost to either the police or fire department general fund allocation, or if a savings to any fund is projected it shall not be a result of significant service alterations or reductions.
- 2) Additionally the process also includes an independent financial analysis of the County Study, formation of an Ad Hoc committee to review the Study and analysis, and voter approval of the proposed transfer or consolidation of services.

III. Fire Analysis - \$46,000 - \$80,000; Minimum 90 Days

Staff understands compliance with the Municipal Code and due diligence demands a thorough assessment of the impacts to the City and community of a transition away from City-provided fire service to District provided services. The significance of such a transition and the complexity involved requires a firm or individual with a high degree of knowledge and experience in local government affairs including public safety, consolidation, and finance of public institutions in order to thoroughly analyze the strengths and weaknesses of such a proposal.

To assist Council in this process, and have the required steps in place to establish a timeframe that would not hinder the progress of any City Council actions, and in response to a previous request from the City Council for information and discussion of this issue, a Request for Proposal was prepared and issued to solicit bids from interested firms or consultants to conduct the analysis. Bidders were asked to address several specific components outlined in the Request for Qualifications (see Attachment B).

On October 14, 2009, the City Clerk's Office received and opened sealed bids. Bids were opened with the following results:

	<u>Vendor</u>	<u>Amount</u>
1)	Citygate Associates, LLC	\$79,880
2)	ESCI	\$58,471
3)	Matrix	\$46,000

In consultation with representatives of the Firefighters' Association, staff is recommending that the contract be awarded to ESCI.

IV. Ad Hoc Committee – 1 Month

The City Council will be required to establish an ad hoc committee of residents to review the analysis from the firm/consultant and provide a recommendation.

V. Regular or Special Election - \$5,000 - to \$100,000; 5 – 6 Months

Voter Approval of the proposed transfer or consolidation of services at a regular or special election is required.

There are basically three options the City Council may choose to have a ballot measure considered by the voters of Monterey Park.

1) Consolidation with the County of Los Angeles - \$80,000

Consolidation with the County would reduce election expenses by cost sharing. With a scheduled County election the City may possibly participate in the November 2010 election. However, the City Clerk's office will have to secure an affirmative answer on this option.

2) Placement on the next General Municipal Election March 2011 - \$5,000

The cost to place a ballot measure would be minimal and relate to the cost of statements, translation, printing, postage, and other incidentals. The City will already bear the cost to conduct the General Election.

3) Special Election - \$80,000 - \$100,000

This cost covers the acquisition of an elections firm to assist with the election, provision of election materials and counting of ballots. It also includes polling workers, facilities, election supplies, printing of materials, translation of printed and website materials, absentee ballots, and postage.

Should Council wish to add a measure to an existing election, conduct a special election, or consolidate with the County, the City Clerk's Office needs to begin the process 5-6 months before the election.

FISCAL IMPACT:

There is no additional cost to the City for the proposed language changes and the Firefighters' Association has agreed to assume the full cost of both the County and independent study. It is estimated that the costs of the two studies are:

- | | |
|----------------------|---------------------------------------|
| 1. County Study | \$24,000 |
| 2. Independent Study | \$50,000 – \$80,000 (ESCI = \$58,471) |

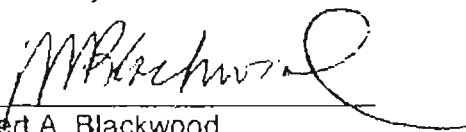
RECOMMENDATION:

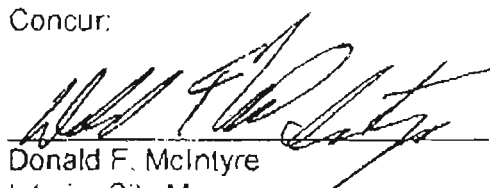
Staff recommends that the City Council of the City of Monterey Park authorize the City Manager:

1. To execute Side Letter Agreement No. 4 between the City and the MP Firefighters' Association. IAFF, Local 1014 on behalf of the City;
2. To execute a letter requesting the consolidated Fire Protection District Of Los Angeles County prepare a proposal for provision of fire protection, paramedic and incidental services;
3. To execute agreement for report; and
4. To execute contract with ESCI to perform the required independent analysis as required by Monterey Park Municipal Code Section 2.40.065.

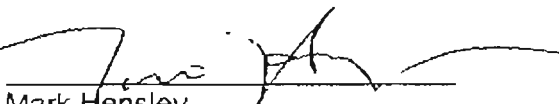
Respectfully Submitted:

Concur:


 Robert A. Blackwood
 Director HR & Risk Mgmt


 Donald F. McIntyre
 Interim City Manager

Reviewed:


 Mark Hensley
 City Attorney:

ATTACHMENTS:

- A. Side Letter Agreement No. 4
- B. Draft Letter to Board of Supervisors
- C. LA County Fire Department Cost Proposal
- D. Request for Qualifications (Bid)
- E. Responses to RFQ (bid)

Side Letter #4 to the 2006 - 2009 Memorandum of Understanding Between the
City Of Monterey Park and the
Monterey Park Firefighters' Association, IAFF, Local 1014

This document shall serve as Side Letter No. 4 modifying the 2006 - 2009 Memorandum of Understanding between the City of Monterey Park ("City") and the Monterey Park Firefighters' Association, IAFF, Local 1014, and shall implement the following agreement between the parties:

1. Article 33 – Term of Memorandum of Understanding:

Article 33 - Term of Memorandum of Understanding shall be amended to add the following language:

"The Association and City agree to extend the term of this Agreement through and including December 31, 2010.

2. Article 32 – General Provisions:

Article 32 - General Provisions Article shall be amended to add the following paragraph:

"Upon approval of this Side Letter No. 4, the City Council shall contract with Los Angeles County to conduct a study which provides an analysis of the costs and other impacts of providing City fire services through the Consolidated Fire Protection District of Los Angeles County. Additionally, in compliance with Monterey Park Municipal Code Section 2.40.065, the City shall contract for an independent study as required by that Municipal Code section. Association shall bear the full cost of both studies. The City and Association have agreed to utilize the services of Emergency Services Consulting International (ESCI) to perform the independent study."

3. Article 8 – Vacations and Holidays

Article 8(C) Approval to use Vacation and Holiday Time remaining in Vacation and/or Holiday banks is amended as follows:

Existing Paragraph 1. This language shall be moved in its entirety and intact from the MOU to the Fire Department's policy manual.

Existing Paragraph 2. This language shall be moved in its entirety and intact from the MOU to the Fire Department's policy manual.

Existing Paragraph 3. This paragraph shall be amended to read, "Unless otherwise approved in writing by the Fire Chief and/or her/his designee, granting of any request to utilize earned vacation and/or holiday time shall be subject to the proviso that in no case shall more than two captains, two engineers, two firefighter/paramedics, and two firefighters assigned to a shift (a total of eight personnel) be authorized to utilize said leave during all or part of the same shift date(s). Where request to utilize said leave exceeds the per shift/classification numbers described in this paragraph, then the request filed earlier shall have priority. In cases where requests are filed simultaneously, priority shall be given to the

most senior (in total service) applicant."

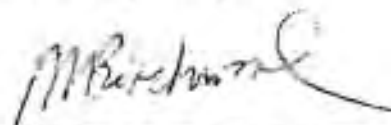
All other terms and conditions contained in the 2006-2009 Memorandum of Understanding executed by and between the City and the IAFF not specifically amended by this Side Letter Agreement #4 shall remain unchanged and in full force and effect unless otherwise modified by express written agreement between the parties.

IN WITNESS THEREOF the parties have executed this Agreement this _____ day
of _____, 2010.

By: _____
Frank Padilla, President
Monterey Park
Firefighters' Association

Mario Ienni
Board Member

By: _____
Donald F. McIntyre
Interim City Manager

By: 

Robert A. Blackwood
Director HR & Risk Mgmt

MONTEREY PARK FIREFIGHTERS ASSOCIATION
2001 S GARFIELD AVE
MONTEREY PARK, CA 91754

5020
10-7838/3220
0

8-16-2011
Date

Pay to the
Order of City of Monterey Park \$ 82,471.00

Eighty two thousand Four Hundred Seventy one
Dollars

 **FAA FEDERAL CREDIT UNION**
7825 Canyon Blvd, Monterey Park, CA 91754-7843

for LA County / Ind Studies 

⑆322078383⑆ 0000000068076⑈5020

United Colors

R
254961



COUNTY OF LOS ANGELES
FIRE DEPARTMENT

EXHIBIT B2

INVOICE NO: C0003553
CUSTOMER NO: C0104

MAKE CHECK PAYABLE TO:
Los Angeles County Fire Department
MAIL CHECK TO:
P.O. BOX 34740
LOS ANGELES, CA 90054-0740
LOCATION ADDRESS:

SEND TO:

CITY OF MONTEREY PARK
320 W. NEWMARK AVE
MONTEREY PARK, CA 91754

ATTN: PAUL TALBOT

SITE NO:

INVOICE DATE		DUE DATE	REFERENCE	PURCHASE ORDER	
11/07/11		12/03/11	9481		
QTY	UNIT	DESCRIPTION		RATE	AMOUNT DUE

SURVEY OF FACILITIES & EQUIPMENT - PURSUANT TO REIMBURSEMENT AGREEMENT BETWEEN
MONTEREY PARK AND THE CFPD DATED OCTOBER 20, 2011

REIMBURSEMENT FOR THE FEASIBILITY STUDY FOR THE PROVISION OF FIRE PROTECTION,
PARAMEDIC AND INCIDENTAL SERVICES TO THE CITY OF MONTEREY PARK BY THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY.

1	FEASIBILITY STUDY	24,000.00	24,000.00
---	-------------------	-----------	-----------

Invoice Total \$ 24,000.00

CITY OF MONTEREY PARK, CALIFORNIA

RETAIN THIS PORTION FOR YOUR RECORDS

VENDOR # T05090

CHECK DATE 01/26/2012

CHECK NUMBER 270545

VENDOR NAME LOS ANGELES COUNTY FIRE DEPT.

INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	P.O. #	AMOUNT
C0005583	FIRE-COUNTRY CONG. STUDY	0075-450-0075-08763		\$24,000.00
		CHECK TOTAL:		\$24,000.00

CHECK PICK UP

JAN 27 2012

BY

MONTEREY PARK BRANCH
BANK OF AMERICA
KINGFIELD AND GARVEYTREASURER OF THE
CITY OF MONTEREY PARK
220 WEST NEWMARK AVE
MONTEREY PARK, CA 91754-2806

16-44/2229

270545

DATE
01/26/2012AMOUNT
\$24,000.00PAY THE SUM OF
TO THE ORDER OF

24000 DOLLARS AND *****00***CENTS

LOS ANGELES COUNTY FIRE DEPT.
P.O. BOX 54740
LOS ANGELES, CA 90054-0740

NON-NEGOTIABLE

270545 1122000674 0943-00200

AUTHORIZATION FOR PAYMENT

Please prepare a check payable to:

Vendor #	T05090
Name	Los Angeles County Fire Dept
Address	PO Box 54740
City/St/Zip	Los Angeles, CA 90054-0740

Pre Pay Request

New Vendor Information: (W-9 Form Required)

Tax ID# _____
Corporation? Yes ___ No ___
Phone# (323) 838-2323

Fire Department Name

2011-2012

Financial Year

[illegible]

EXTENDED DESCRIPTION

SPECIAL HANDLING INSTRUCTIONS

ypb
Originator's Initials

423
Eyl1/29/12
Coke

Author and Signatures

Management Services

Acoustic Acoustic Interface

CITY OF MONTEREY PARK
Prepaid Check Request Form

TO: Management Services Department

I am requesting a prepaid check to be processed by 1/26/12 for the following reason(s):
(Date m/d/yy)

Emergency (Describe in Justification Section below)

☐ Vendor Discount, Terms: _____

☐ Claims Settlement

☐ Replenish Workers' Compensation Trust Account

☐ Payroll Reimbursements

☐ Petty Cash Reimbursement

☐ Other (Describe in Justification Section Below)

Justification: This bill is more than 30 days passed due.

Requested by: BC Khalil

Department: Fire

Department Head Signature: [Signature]

Date: 1/26/12

FOR MANAGEMENT SERVICES USE ONLY:

☒ Approved ☐ Denied

Management Services Director: [Signature]

Date: _____

Vendor # 013812
Name Emergency Services Consulting International, Inc.
Address 25200 SW Parkway Avenue Suite 3
City/St/Zip Wilson OR 97070-9819

Purchase Order No.

8/1/2012

Meeting Date

Five

Department Name

2011-2012

Fiscal Year

Tax ID#

Corporation?

Yes	No
-----	----

Phone#

(503) 570-7778

EXTENDED DESCRIPTION

DO NOT MAIL

SPECIAL HANDLING INSTRUCTIONS

Check to Yvette, Please

ypb

Originator's Initials

423

Exit

7/16/12

Date

Jana Buehl
Authorized Signature

Authorized Signature _____

Management Services

Accto Auch Initials



Emergency Services Consulting International
25200 SW Parkway Ave, Suite 3
Wilsonville, OR 97070-9616

11-12
69379

Invoice

Date	Invoice #
6/30/2012	12-0159

Bill To

City of Monterey Park
Attn: Fire Dept Stn 1
350 W Newmark Avenue
Monterey Park, CA 91754

Client P.O. No.	ESCI Project #
0075-450 - 007508203	69379
	11-45

Description	Amount Due
Fire Service Analysis relating to the County Feasibility Study, Contract Value NTE \$58,471.00 (inclusive of expenses)	1,049.20
Project Task Status as of 06/30/2012: Project Initiation - Complete Field Observation and Stakeholder Input - Complete Options Analysis - Complete Personnel - Complete Fiscal Analysis - Complete Draft Development - Complete Delivery and Presentation of Report - Pending Overall Project Status: 91% Complete	

* A finance charge of 1 1/2% per month (18% APR) will be charged on all balances over 30 days. Tax ID# 23-2826074

Total	\$1,049.20
Balance Due	\$1,049.20

Phone #	Fax #
503-570-7778	503-570-0522

CITY OF MONTEREY PARK, CALIFORNIA

RETAIN THIS PORTION FOR YOUR RECORDS

CHECK # 013812

CHECK DATE 06/30/2012

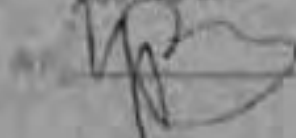
CHECK NUMBER 273176

VENDOR NAME EMERGENCY SERVICES CONSULTING INTERNATIONAL, INC

INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	P.O. #	AMOUNT
12-0159	FIRE ANALYSIS OF COUNTY STUDY	0075-450-0075-00763	00179	\$1,049.20
		CHECK TOTAL:		\$1,049.20

CHECK PICK UP

AUG - 3 2012

MONTEREY PARK BRANCH
CITY OF MONTEREY PARK
GARFIELD AND GRANTTREASURER OF THE
CITY OF MONTEREY PARK
10 WEST NEWMARK AVE
MONTEREY PARK, CA 91754-1000

10-06/1200

273176

DATE
06/30/2012AMOUNT
\$1,049.20PAY THE SUM OF
TO THE ORDER OF

****1049*** DOLLARS AND *****20***CENTS

EMERGENCY SERVICES CONSULTING
INTERNATIONAL, INC
10200 SW PARKWAY AVENUE, SUITE 3
WILSONVILLE, OR 97070-9616**NON-NEGOTIABLE**

273176 06/30/2012 *0075-450-0075-00763*

CITY OF MONTEREY PARK
Partial Payment
AUTHORIZATION FOR PAYMENT

Please prepare a check payable to:

Vendor # 013812
Name Emergency Services Consulting International, Inc.
Address 25200 SW Parkway Avenue Suite 3
City/St/Zip Wilson OR 97070-9619

69379

Purchase Order No.

7/4/2012

Meeting Date

New Vendor Information: (W-9 Form Required)

Tax ID#

Corporation?

Phone#

Yes No

(503) 570-7778

Fire

Department Name

2011-2012

Fiscal Year

Fund Name	Account Number (complete 18 digit number)	Invoices (Complete number)	Description (30 Character Limit)	Amount (Total Amount)
	0075 450 0075 08763	Professional Services Agrmnt	cost to continue the study currently 89% complete	\$2,623.00
		Analysis of County Study		
		Inv. #12.0125		
		Date 5/31/12		
			Total Charged to Purchase Order	\$2,623.00
			Plus Form X (if applicable)	
				\$ 2,623.00

EXTENDED DESCRIPTION

DO NOT MAIL

SPECIAL HANDLING INSTRUCTIONS:

Check to Yvette, Please

ypb
Originator's Initials

423
Ext

6/18/12
Date

Authorized Signature:

Management Services

Acctg Audit Initials



Emergency Services Consulting International
25200 SW Parkway Ave, Suite 3
Wilsonville, OR 97070-9616

69379

Invoice

Date	Invoice #
5/31/2012	12-0125

Bill To

City of Monterey Park
Attn: Fire Dept Stn 1
350 W Newmark Avenue
Monterey Park, CA 91754

Client P.O. No.	ESCI Project #
-----------------	----------------

0075 450 0075 00763 69379

11-45

Description	Amount Due
Fire Service Analysis relating to the County Feasibility Study, Contract Value NTE \$58,471.00 (inclusive of expenses)	2,623.00
Project Task Status as of 5/31/2012: Project Initiation - Completed Field Observation and Stakeholder Input - Completed Options Analysis - Completed Personnel - Completed Fiscal Analysis - Completed Draft Development - In Progress, 80% Complete Delivery and Presentation of Report - Pending Overall Project Status: 89% Complete	

* A finance charge of 1 1/2% per month (18% APR) will be charged on all balances over 30 days. Tax ID# 23-2826074

Total	\$2,623.00
Balance Due	\$2,623.00

Phone #	Fax #
503-570-7778	503-570-0522

Please prepare a check payable to:

Acctg. Audit Initials



Emergency Services Consulting International
25200 SW Parkway Ave, Suite 3
Wilsonville, OR 97070-9616

Invoice

Date	Invoice #
4/30/2012	12-0110

Bill To

City of Monterey Park
Attn: Fire Dept Stn 1
350 W Newmark Avenue
Monterey Park, CA 91754

Client P.O. No.	ESCI Project #
-----------------	----------------

69379

007545

69379

11-45

Description	Amount Due
Fire Service Analysis relating to the County Feasibility Study, Contract Value NTE \$58,471.00 (inclusive of expenses)	1,573.80
Project Task Status as of 4/30/2012: Project Initiation - Complete Field Observation and Stakeholder Input - Complete Options Analysis - Complete Personnel - Complete Fiscal Analysis - Complete Draft Development - In Progress, 30% Complete Delivery and Presentation of Report - Pending Overall Project Status: 84% Complete	

* A finance charge of 1 1/2% per month (18% APR) will be charged on all balances over 30 days. Tax ID# 23-2826074

Total \$1,573.80

Balance Due \$1,573.80

Phone #	Fax #
503-570-7778	503-570-0522

Please prepare a check payable to:

Fiscal Year

Acctg. Audit Initials



Emergency Services Consulting International
25200 SW Parkway Ave, Suite 3
Wilsonville, OR 97070-9616

Invoice

Date	Invoice #
3/31/2012	12-0081

Bill To

City of Monterey Park
Attn: Fire Dept Stn 1
350 W Newmark Avenue
Monterey Park, CA 91754

Client P.O. No.	ESCI Project #
-----------------	----------------

69379

11-45

75 450 0075 08,743

Description	Amount Due
Fire Service Analysis relating to the County Feasibility Study, Contract Value NTE \$58,471.00 (inclusive of expenses)	15,462.50
Project Task Status as of 3/31/2012: Project Initiation - 100% Complete Field Observation and Stakeholder Input - 100% Complete Options Analysis - 100% Complete Personnel - 100% Complete Fiscal Analysis - 100% Complete Draft Development - Pending Delivery and Presentation of Report - Pending	
Overall Project Status: 81.5%	

* A finance charge of 1 1/2% per month (18% APR) will be charged on all balances over 30 days. Tax ID# 23-2826074

Total \$15,462.50

Balance Due \$15,462.50

Phone #	Fax #
503-570-7778	503-570-0522

CITY OF MONTEREY PARK, CALIFORNIA

RETAIN THIS PORTION FOR YOUR RECORDS

VENDOR # 013812 CHECK DATE 05/02/2012 CHECK NUMBER 271736

VENDOR NAME EMERGENCY SERVICES CONSULTING INTERNATIONAL, INC

INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	P.O. #	AMOUNT
12-0081	FISH-ANALYSIS OF COUNTY STUDY	0075-450-0075-08763	49379	\$15,462.50
		CHECK TOTAL:		\$15,462.50
CHECK PICK UP MAY - 3 2012 [Signature]				

MONTEREY PARK BRANCH
BANK OF AMERICA
GRAPHIC AND CREDITTREASURER OF THE
CITY OF MONTEREY PARK
328 WEST NEWMARK AVE
MONTEREY PARK, CA 91754-2896

10-01/1229

271736

DATE
05/02/2012AMOUNT
\$15,462.50PAY THE SUM OF
TO THE ORDER OF

15462 DOLLARS AND *****50*****CENTS

EMERGENCY SERVICES CONSULTING
INTERNATIONAL, INC
25300 SW FAREHAY AVENUE, SUITE 1
WILSONVILLE, OR 97070-9616**NON-NEGOTIABLE**

271736 05/02/2012 09440-80200*



Emergency Services Consulting International
25200 SW Parkway Ave, Suite 3
Wilsonville, OR 97070-9616

69379

Invoice

Date	Invoice #
2/29/2012	12-0042

Bill To

City of Monterey Park
Attn: Fire Dept Stn 1
350 W Newmark Avenue
Monterey Park, CA 91754

Client P.O. No.	ESCI Project #
-----------------	----------------

0075 452 0075 08763

69379

11-45

Description	Amount Due
Fire Service Analysis relating to the County Feasibility Study, Contract Value NTE \$56,471.00 (inclusive of expenses)	10,668.10
Project Task Status as of 2/29/2012: Project Initiation - 100% Complete Field Observation and Stakeholder Input - 100% Complete Options Analysis - In Progress, 50% Complete Personnel - In Progress, 50% Complete Fiscal Analysis - In Progress, 70% Complete Draft Development - Pending Delivery and Presentation of Report - Pending Overall Project Status: 55% Complete	

* A finance charge of 1 1/2% per month (18% APR) will be charged on all balances over 30 days. Tax ID# 23-2826074

Total \$10,668.10

Balance Due \$10,668.10

Phone #	Fax #
503-570-7778	503-570-0522

CITY OF MONTEREY PARK, CALIFORNIA

RETAIN THE PORTION FOR YOUR RECORDS

VENDOR # 011812 CHECK DATE 04/04/2012 CHECK NUMBER 271312

VENDOR NAME EMERGENCY SERVICES CONSULTING INTERNATIONAL, INC

INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	P.O. #	AMOUNT
12-0043	FIRE ANALYSIS OF COUNTY STUDY	0075-450-0075-08763	62379	\$10,438.10
		CHECK TOTAL:		\$10,668.10
CHECK # 271312 APR 11 2012 BY <i>[Signature]</i>				

MONTEREY PARK BRANCH
BANK OF AMERICA
GARFIELD AND GAVETTTREASURER OF THE
CITY OF MONTEREY PARK
300 WEST NEWMARK AVE
MONTEREY PARK, CA 91754-2896

04-04/2012

271312

DATE
04/04/2012AMOUNT
\$10,668.10PAY THE SUM OF
TO THE ORDER OF

10668 DOLLARS AND *****10***CENTS

EMERGENCY SERVICES CONSULTING
INTERNATIONAL, INC
15200 SW PARKWAY AVENUE, SUITE 2
WILSONVILLE, OR 97070-9416**NON-NEGOTIABLE**

#271312# 04/04/2012 0940-80200#

Please prepare a check payable to:

69379

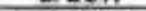
3/7/2012

Find

2011-2012

(503) 570-7778

L BOW 557 2/13/12 
 Originator's Initials Ext. Date Authorized Signature

 Management Services  Acctg. Audit Initials



69379
Emergency Services Consulting International
25200 SW Parkway Ave, Suite 3
Wilsonville, OR 97070-9616

Invoice

Date	Invoice #
1/31/2012	12-0031

Bill To

City of Monterey Park
Attn: Fire Dept Stn 1
350 W Newmark Avenue
Monterey Park, CA 91754

Client P.O. No.

ESCI Project #

0075450007508763 89379

11-45

Description	Amount Due
Fire Service Analysis relating to the County Feasibility Study, Contract Value NTE \$58,471.00 (inclusive of expenses)	10,500.00
Project Task Status as of 1/31/2012: Project Initiation - 100% Complete Field Observation and Stakeholder Input - 100% Complete Options Analysis - In Progress, 50% Complete Personnel - Pending Fiscal Analysis - Pending Draft Development - Pending Delivery and Presentation of Report - Pending	
Overall Project Status to Date: In Progress, 37% Complete	

* A finance charge of 1 1/2% per month (18% APR) will be charged on all balances over 30 days. Tax ID# 23-2826074

Total \$10,500.00

Balance Due \$10,500.00

Phone #	Fax #
503-570-7778	503-570-0522

CITY OF MONTEREY PARK, CALIFORNIA

RETAIN THIS PORTION FOR YOUR RECORDS

VENDOR #	013012	CHECK DATE	03/07/2012	CHECK NUMBER	270836
----------	--------	------------	------------	--------------	--------

VENDOR NAME	EMERGENCY SERVICES CONSULTING INTERNATIONAL, INC
-------------	--

INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	P.O. #	AMOUNT
12-0031	FIRE-ANALYSIS OF COUNTY STUDY	0075-450-0075-08763	69379	\$10,500.00
		CHECK TOTAL:		\$10,500.00

MONTEREY PARK BRANCH
BANK OF AMERICA
GARFIELD AND GARVEY



TREASURER OF THE
CITY OF MONTEREY PARK
320 WEST NEWMARK AVE
MONTEREY PARK, CA 91754-2896

16-66/1220

270836

DATE
03/07/2012

AMOUNT
\$10,500.00

PAY THE SUM OF
TO THE ORDER OF

10500 DOLLARS AND *****00***CENTS

EMERGENCY SERVICES CONSULTING
INTERNATIONAL, INC
25200 SW PARKWAY AVENUE, SUITE 3
WILSONVILLE, OR 97070-9616

NON-NEGOTIABLE

F270836 012200066 10 09440 80200

CITY OF MONTEREY PARK
Partial Payment
AUTHORIZATION FOR PAYMENT

Please prepare a check payable to:

Vendor # O13812
Name Emergency Services Consulting International, Inc.
Address 25200 SW Parkway Avenue Suite 3
City/St/Zip Wilson OR 97070-9619

69379
Purchase Order No.

2/1/2012
Meeting Date

New Vendor Information: (W-9 Form Required)

Tax ID# _____
Corporation? Yes ___ No ___
Phone# (503) 570-7778

Fire
Department Name

2011-2012
Fiscal Year

Fund Name	Account Number (complete 16 digit number)	Invoice# (Complete number)	Description (30 Character Limit)	Amount (Total Amount)
	0075450007508763	Professional Services Agr dated October 27, 2011 Analysis of County Study	cost to continue the study currently 19% complete.	\$5,201.30
		11-1412		
			Total Charged to Purchase Order	\$5,201.30
			Plus Form X (if applicable)	
				\$ 5,201.30

EXTENDED DESCRIPTION

SPECIAL HANDLING INSTRUCTIONS:

L. BOW
Operator's initials

557
Est.

1/18/12
Date

Authorized Signature _____

Management Services

Acctg. Audit Initials



Emergency Services Consulting International
25200 SW Parkway Ave, Suite 3
Wilsonville, OR 97070-9616

PO# 69379

Invoice

Date	Invoice #
12/30/2011	11-1412

Bill To

City of Monterey Park
Attn: Fire Dept Stn 1
350 W Newmark Avenue
Monterey Park, CA 91754

Client P.O. No.	ESCI Project #
69379	11-45

0075 450 0075 08763

Description	Amount Due
Fire Service Analysis relating to the County Feasibility Study, Contract Value NTE \$58,471.00 (inclusive of expenses)	5,201.30
Project Task Status as of 12/30/2011: Project Initiation - 100% Complete Field Observation and Stakeholder Input - In Progress, 85% Complete Options Analysis - Pending Personnel - Pending Fiscal Analysis - Pending Draft Development - Pending Delivery and Presentation of Report - Pending	
Overall Project Status To Date: In Progress, 19% Complete	

* A finance charge of 1 1/2% per month (18% APR) will be charged on all balances over 30 days. Tax ID# 23-2826074

Total	\$5,201.30
Balance Due	\$5,201.30

Phone #	Fax #
503-570-7778	503-570-0522

CITY OF MONTEREY PARK, CALIFORNIA

RETAIN THIS PORTION FOR YOUR RECORDS

VENDOR # 013813

CHECK DATE 02/01/2012

CHECK NUMBER 270413

VENDOR NAME EMERGENCY SERVICES CONSULTING INTERNATIONAL, INC

INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	P.O. #	AMOUNT
11-1413	FIRE-ANALYSIS OF COUNTY STUDY	0075-450-5575-00763	69279	\$5,201.30
		CHECK TOTAL:		\$5,201.30

MONTEREY PARK BRANCH
CITY OF AMERICA
GARFIELD AND GARVY



TREASURER OF THE
CITY OF MONTEREY PARK
220 WEST NEWMARK AVE
MONTEREY PARK, CA 91754-2898

12-26/1979

270413

DATE
02/01/2012

AMOUNT
\$5,201.30

PAY THE SUM OF
TO THE ORDER OF

*****5201*** DOLLARS AND *****30***CENTS

EMERGENCY SERVICES CONSULTING
INTERNATIONAL, INC
28200 SW PARKWAY AVENUE, SUITE 3
WILSONVILLE, OR 97070-9616

NON-NEGOTIABLE

270413 11220006516 09440-88200*

Please prepare a check payable to:

Purchase Order No.

11/2/2011

Meeting Date

Fire

Department Name

Yes _____ No _____

(503) 570-7778

2011-2012

Fiscal Year

EXTENDED DESCRIPTION

SPECIAL HANDLING INSTRUCTIONS:

Authorized Signature _____

Management Services

Acctg Audit Initials

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MONTEREY PARK AND
EMERGENCY SERVICES CONSULTING INTERNATIONAL**

This AGREEMENT is entered into this 27th day of OCT, 2011, by and between the CITY OF MONTEREY PARK, a municipal corporation and general law city ("CITY") and EMERGENCY SERVICES CONSULTING INTERNATIONAL, INC., an Oregon Corporation ("CONSULTANT").

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed \$58,471 for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "A," which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "A," which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PERFORMANCE STANDARDS.

While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any

Professional Services Agreement
City of Monterey Park and ESCI
Fire Service Analysis

shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. **PAYMENTS.**

- A. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. **NON-APPROPRIATION OF FUNDS.**

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. **ADDITIONAL WORK.**

- A. CITY's city manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.
- B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.
- C. Payments over \$5,000 for Additional Work must be approved by CITY's city council. All Additional Work will be subject to all other terms and provisions of this Agreement.

7. **FAMILIARITY WITH WORK.**

- A. By executing this Agreement, CONSULTANT agrees that it has:

Professional Services Agreement
City of Monterey Park and ESCI
Fire Service Analysis

- i. Carefully investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

8. TERM.

The term of this Agreement will be from 11/7/11 to 2/27/12. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A";
- B. Termination as stated in Section 16.

9. TIME FOR PERFORMANCE.

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

10. TIME EXTENSIONS

Should CONSULTANT be delayed by causes beyond CONSULTANT'S control, CITY may grant a time extension for the completion of the contracted services. If delay occurs,

Professional Services Agreement
City of Monterey Park and ESCI
Fire Service Analysis

CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

11. **CONSISTENCY.**

In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

Exhibit A: Scope of Work;

Exhibit B: Budget; and

Exhibit C: Proposal for Services.

12. **CHANGES.**

CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

13. **TAXPAYER IDENTIFICATION NUMBER.**

CONSULTANT will provide CITY with a Taxpayer Identification Number.

14. **PERMITS AND LICENSES.**

CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15. **WAIVER.**

CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any

Professional Services Agreement
City of Monterey Park and BSCI
Fire Service Analysis

subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. **TERMINATION.**

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with the CITY'S mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT'S own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

17. **OWNERSHIP OF DOCUMENTS.**

All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

18. **PUBLICATION OF DOCUMENTS.** Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any

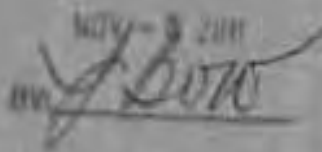
VENDOR # 913813

CHECK DATE 11/03/2011

CHECK NUMBER 269306

VENDOR NAME EMERGENCY SERVICES CONSULTING INTERNATIONAL, INC

INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	P.O. #	AMOUNT
10/27/13 888	PIER ANALYSIS OF COUNTY STUDY	0075-420-0070 00702		25,847.10
		CHECK TOTAL:		25,847.10

NOV-3 2011


MONTEREY PARK SAATCHI
 BARR & ASSOCIATES
 SHAWFIELD AND GARTY



TREASURER OF THE
 CITY OF MONTEREY PARK
 220 WEST NEWBURN AVE
 MONTEREY PARK, CA 91754-2096

10-04/1320

269306

DATE
 11/03/2011

AMOUNT
 25,847.10

PAY THE SUM OF
 TO THE ORDER OF

*****5847*** DOLLARS AND *****10*****CENTS

EMERGENCY SERVICES CONSULTING
 INTERNATIONAL, INC
 25100 SW PARKWAY AVENUE, SUITE 3
 WILSONVILLE, OR 97070-5616

NON-NEGOTIABLE



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

March 14, 2012

Paul Talbot, City Manager
City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754

Dear Mr. Talbot:

It was a pleasure meeting you and the members of your Fire Department staff last month. As requested, we have reviewed and carefully considered the Counter Proposal as prepared by the City and offer the following in response:

Staffing Levels and Resource Deployment

As stated in our Feasibility Study, we initially offered to cost share 25 percent of the annual cost of the paramedic squad that would be assigned to City Station 61 in recognition of the direct benefit that would be derived by the adjacent Fire District jurisdiction. In contrast, the City's Counter Proposal requests that the Fire District cost share a significant portion of the cost for each of the emergency apparatus that would be assigned to the City stations in addition to a reduced overhead rate.

As explained during our meeting, the existing needs of the Fire District are considered when evaluating the potential cost sharing of resources. Currently, Fire District engine and truck company service levels in the areas adjacent to the City are at acceptable levels. However, after further considering the current response loads of the existing Fire District paramedic squads in the area, we can justify increasing the cost share of the paramedic squad in the City from 25 percent to 50 percent. I must caution that in view of the fact that the Feasibility Study as approved by the Board of Supervisors (Board) included only a 25 percent cost share, this increased cost share is subject to Board approval. No additional cost sharing of resources is warranted.

In regards to our overhead rate, it is the customary rate applied to all our service agreements. Its standard application ensures all cities pay a proportionate share of costs for dispatching, fleet, maintenance, services & supplies, information technology, and administration. The rate is annually updated based upon our actual average cost experience for the previous five years.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

JUANA HILLS
RESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADLEIGH

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
GLENDALE

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENDALE
HAWAIIAN GARDENS
HARTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRVINGDALE
LA CANADA FLINTRIDGE
LA HABRA

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWNDALE
LYNDALE
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

Paul Talbot, City Manager
March 14, 2012
Page 2

Additionally, in response to the City's offer to house the Fire District's USAR task force currently assigned to Fire District Station 103 at two of the City's stations as well as a Battalion Chief, we do not have a need to relocate these resources at this time, and respectfully decline the City's offer. However, we would relocate the Assistant Fire Chief for Division IX into City Station 61 as Monterey Park is ideally located at the center of the division.

Conversion Costs

The conversion costs estimate which was provided to the City in January 2012 was based on the condition of the City's facilities, apparatus, equipment and uniforms at the time the survey was being conducted. Should the City vote to annex to the Fire District, the City's final conversion costs would reflect only the actual costs incurred by the Fire District in completing repairs, modifications and/or purchases once the transition process is complete. Any repairs completed and/or purchases made by the City in accordance with the Fire District's standards would be eliminated from the final conversion costs.

Credit Considerations

We have completed an evaluation of the current market value of the City Fire Department's vehicles which are not required to be transferred to the Fire District for use as first-in units. We would accept transfer of these surplus vehicles in exchange for a credit towards the final conversion costs. The vehicles we could accept are identified on the enclosed Acceptance of Vehicles for Conversion Cost Credit. At the time of transition, the Fire District would re-evaluate the current value of the vehicles. The City may opt to transfer these surplus vehicles to the Fire District at that time for a conversion cost credit equal to the then current value, or to retain any of these surplus vehicles as the City deems appropriate. The remaining equipment on the City's list of Excess Inventory Credit would be evaluated by the Fire District's Equipment Development Committee during the transition process and appropriate recommendations as to the acceptance of any excess equipment and the value of such would be made at that time and included as a credit to the City's conversion costs.

I hope this information is helpful to the City's decision-making process. If you have any questions regarding these issues, please contact me at (323) 881-6180 or Debbie Aguirre, Chief, Planning Division, at (323) 881-2404.

Very truly yours,



DARYL L. OSBY, FIRE CHIEF

DA:lb

Enclosure

c: Jim Birrell, Acting Fire Chief

**CONSOLIDATED FIRE PROTECTION DISTRICT
ACCEPTANCE OF VEHICLES FOR CONVERSION COST CREDIT
CITY OF MONTEREY PARK**

The following vehicles, which would not be required for the District to provide service to the City, would be accepted for conversion cost credit. The current estimated value as shown may require updating depending on the length of contract negotiations.

City #	Make	Year	Type	License No.	VIN #	Estimated Value
MPK 928	Ford F550	2004	Utility	1207797	1FDAW56P74ED68403	\$32,300
MPK 874	Ford Crown Vic	2000	Staff	1176727	2FAFP71W8YX169980	\$3,700
MPK 973	Ford Crown Vic	2006	Staff	1245798	2FAHP71W26X107397	\$9,100
MPK 908	Chevrolet Tahoe	2003	Staff	5AFV336	1GNEC13TX3J196141	\$8,500
MPK 854	Chevrolet Suburban	1999	Staff	E1042098	3GNCG26J9XG254191	\$8,600
MPK 026	Chevrolet Suburban	2009	Staff	1326605	1GN GK46K49R202235	\$35,600
MPK 009	Chevrolet Colorado	2007	Staff	1258305	1GCCS139Z78246799	\$13,000
MPK657	KME	1999	Pumper	1051194	1K9AF4282YN058095	\$144,000
Total						\$254,800



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

May 23, 2012

Paul Talbot, City Manager
City of Monterey Park
320 W. Newmark Avenue
Monterey Park, CA 91754

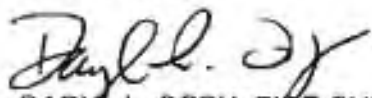
Dear Mr. Talbot:

As requested by City staff, we have reviewed the cost shares of truck service in our existing fee-for-service contracts in comparison to the Fire District's initial service proposal for Monterey Park. Trucks/quints are a valuable resource to the Fire District. Because of their operational costs, the Fire District has judiciously staffed truck or quints at strategic stations throughout the Fire District. We agree that a truck in the City of Monterey Park would be of great value to the surrounding East Los Angeles and Rosemead areas. Therefore, based upon the costs shared in other cities and the direct benefits to adjacent communities, the Fire District can share 50% of the cost of the quint in the City.

Attached is the updated annual cost for 2012-13, including the proposed District cost shares for the paramedic squad and quint. I must caution that any changes in the proposed cost shares as detailed in our Feasibility Study dated June 2011 are subject to Board approval.

If you have any questions regarding this issue, please contact me at (323) 881-6180 or Debbie Aguirre, Chief, Planning Division, at (323) 881-2404.

Very truly yours,


DARYL L. OSBY, FIRE CHIEF

DO:lb

Attachment

c: Jim Birrell, Acting Fire Chief

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

IRVINE
AZUSA
BELL
BELL GARDENS
BELLFLOWER
BIRDMOUNTAIN

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
Covina
Covina

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENDORA
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRVINDALE
LA BOMBAY
LA BOMBAY

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAKESIDE
LAKESIDE

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALMDALE
PALMDALE

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SANTA ANITA
SANTA ANITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VALHALLA
WEST GLENWOOD
WEST GLENWOOD
WEST GLENWOOD

**CITY OF MONTEREY PARK
PROPOSED SERVICE LEVEL
(Revised Proposal 5/23/2012)**

Operations:

<u>Station</u>	<u>Equipment</u>	<u>Post Positions ^(a)</u>	<u>Est. 2012-13 Resource Cost</u>	<u>Est. 2012-13 Net City Cost</u>
61	Assessment Quint	4	\$2,361,255	\$1,180,628 ^(b)
	Paramedic Squad	2	\$1,212,417	\$606,209 ^(c)
62	Assessment Engine	3	\$1,923,579	\$1,923,579
63	Assessment Engine	3	\$1,923,579	\$1,923,579
	Total Station Staffing	12		

Fire Prevention:

Fire Protection Engineer II (Plan Check)	0.50	\$121,020	\$60,510
Captain	0.25	\$200,856	\$50,214
Fire Fighter Specialist	2.00	\$170,017	\$340,034
Total Salary and Employee Benefits Cost			\$6,084,752
Overhead @ 34.62360%			\$2,106,760
ESTIMATED 2012-13 ANNUAL FEE			<u>\$8,191,512</u>

^(a) Three persons staff each post position through a 56-hour work week.

^(b) The District funds 50% in recognition of the enhanced truck coverage provided to adjacent District service areas. The paramedic bonus for the paramedic is included in the squad cost.

^(c) The District funds 50% in recognition of the enhanced paramedic coverage provided to adjacent District service areas.

Proposed service configuration and District cost share subject to Board of Supervisors' approval.



Emergency Services Consulting International
25200 SW Parkway Ave, Suite 3
Wilsonville, OR 97070-9616

Invoice

Date	Invoice #
6/27/2012	12-0141

Bill To

City of Monterey Park
Attn: Lillian Bow
350 W Newmark Avenue
Monterey Park, CA 91754

Client P.O. No.	ESCI Project #
------------------------	-----------------------

11-45A

Description	Amount Due
Fiscal Analysis	5,800.00

* A finance charge of 1 1/2% per month (18% APR) will be charged on all balances over 30 days. Tax ID# 23-2826074

Total	\$5,800.00
Balance Due	\$5,800.00

Phone #	Fax #
503-570-7778	503-570-0522

DEPARTMENT



CITY OF MONTEREY PARK

320 west newmark ave, monterey park, ca 91754-2986

Phone (826) 307-1345

PURCHASE ORDER NO. 69583

VENDOR NUMBER: 013812

To EMERGENCY SERVICES CONSULTING
INTERNATIONAL, INC
25200 SW PARKWAY AVENUE, SUITE 3
WILSONVILLE, OR 97070-9616

SHIP PREPAID TO:

CITY OF MONTEREY PARK
ATTN: SUPPORT SERVICES/MAIL
320 W NEWMARK AVE
MONTEREY PARK, CA 91754

Date of Order			Department	Requisition No.	Delivery Date	
06/28/2012			EMERGENCY OPERATIONS	3210	ASAP	
QTY	Unit Cost	Unit	Description		Discount	Amount
1	5,800.00		PURCHASE ORDER FOR FISCAL ANALYSIS OF LACO SUPPLEMENTAL DATA RE: LACO SURVEY FOR SERVICE FOR FISCAL YEAR 2011-2012 0010-801-5004-90650 5,800.00 NET 30 <i>check to Lillian</i>	N	0.00	5,800.00
Total Tax: \$0.00			Total Amount F.O.B. MONTEREY PARK, CA			\$5,800.00

Approved by Purchasing Authority on 6/28/2012

SIGNATURE

CITY OF MONTEREY PARK, CALIFORNIA

RETAIN THIS PORTION FOR YOUR RECORDS

VENDOR #	013812	CHECK DATE	06/30/2012	CHECK NUMBER	273335
VENDOR NAME					
EMERGENCY SERVICES CONSULTING INTERNATIONAL, INC					

INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	P.O. #	AMOUNT
12-0141 A	FIRE-ANALYSIS OF COUNTY STUDY	0010-801-5006-90450	69583	\$5,800.00
		CHECK TOTAL:		\$5,800.00
CHECK PICK UP AUG 1 - 8 2012 BY: <i>[Signature]</i>				

MONTEREY PARK BRANCH
BANK OF AMERICA
GARFIELD AND GAVIN



TREASURER OF THE
CITY OF MONTEREY PARK
120 WEST NEWMARK AVE
MONTEREY PARK, CA 91754-1896

15-64/1220

273335

DATE
06/30/2012

AMOUNT
\$5,800.00

PAY THE SUM OF
TO THE ORDER OF

*****5800*** DOLLARS AND *****00***CENTS

EMERGENCY SERVICES CONSULTING
INTERNATIONAL, INC
15300 NW FAIRWAY AVENUE, SUITE 3
WILSONVILLE, OR 97070-9616

NON-NEGOTIALE

273335 013812 06/30/2012 04440-80200

CITY OF MONTEREY PARK

300 WEST NEWMARK AVE.
MONTEREY PARK, CA 91754

RECEIPT

FOR OFFICE USE ONLY
DO NOT WRITE IN THIS SPACE

DATE

OCT. 21, 1991

RECEIVED FROM

Mr. Christopher Allen

400 N. Highland

100 N. 1st St.

W-11 1991

FOR

Cash - Independent

Auditors - additional

work - verbal.

Receipt to City for cash

\$ 4,500.00

\$

4,500.00

REVENUE ACCOUNT:

10 - 1991

COPIES TO:

WHITE CUSTOMER

YELLOW CASHIER

BY

FINANCE

GREEN COPI DEPT.

264288

It Has Been Our Pleasure To Serve You

MONTEREY PARK FIREFIGHTERS ASSOCIATION

2001 S GARFIELD AVE
MONTEREY PARK, CA 91754

5091

16-7835-2220
0

10/29/12

Date

Pay to the
Order of

City of Monterey Park

\$ 5,800.00

five thousand Eight hundred dollars

100

Dollars



F&A FEDERAL CREDIT UNION
2625 Corporate Plaza, Monterey Park, CA 91754-7645

for

ESCI study

Richard Latt

⑆322078383⑆ 0000000068076⑈ 5091

Harvard Capital

Staff Report City of Monterey Park

DATE: October 30, 2012

TO: Honorable Mayor, Vice-Mayor and City Councilmembers

FROM: Mark D. Hensley, City Attorney
Karl H. Berger, Assistant City Attorney

SUBJECT: Fire Department initiative petition

As you are aware, the City Clerk provided a memorandum to the Fire Citizen Ad Hoc Committee during its meeting on October 29, 2012. That memorandum is included with your Agenda materials for the November 7, 2012 regular Council meeting. We thought it might be helpful to clarify some of the City Clerk's comments.

1. Elections Code § 9205 states that "[a] notice of intention and the title and summary of the proposed measure shall be published or posted or both...." Pursuant to Elections Code § 9206, the initiative proponents must file an affidavit regarding such notice with the City Clerk's office within ten days after the date of publication, posting, or both.
2. Pursuant to Elections Code § 9207,

"the proponents may commence to circulate the petitions among the voters of the city for signatures by any registered voter of the city after publication or posting, or both, as required by Section 9205, of the title and summary prepared by the city attorney. Each section of the petition shall bear a copy of the notice of intention and the title and summary prepared by the city attorney."
3. Pursuant to Elections Code § 9208, proponents have 180 days to gather signatures from the date that they receive the title and summary. According to the City Clerk, the title and summary was sent to the proponents on October 15, 2012. Consequently, the proponents have until April 13, 2013 to file an initiative petition with the City Clerk.
4. Once filed, the Elections Code allows the City Clerk up to thirty days "excluding Saturdays, Sundays, and holidays" to examine the initiative for sufficiency (Elections Code §§ 9114, 9115 and 9266).
5. If it appears that more than 500 voters signed the initiative, the City Clerk may use random samples for verifying signatures (Elections Code §§ 9114 and 9115). The City Clerk must certify the results of his examination, and inform the initiative's proponents regarding whether there are sufficient signatures to qualify the initiative for a ballot (Elections Code § 9115).

6. If the initiative is sufficient, the City Clerk must present the initiative to the City Council at the next regular meeting following his determination of sufficiency (Elections Code § 9115). At that time, the City Council's options are generally threefold (Elections Code §§ 9214 or 9215):

- Adopt the initiative, without alteration, at the regular meeting during which the City Clerk's certification is presented, or within ten days of that regular meeting;
- Place the matter on the ballot for a special or regular election at which the initiative, without alteration, would be submitted to a vote (see below for discussion regarding special and regular elections); or
- Order a report to be prepared regarding the impacts of the initiative upon the City to be returned within a reasonable time, but not later than thirty days after the City Clerk's certification (Elections Code § 9212). Such a report can include information regarding the initiative's fiscal impact; limitations on city actions; whether it would result in increased infrastructure costs or savings to current residents and businesses; impact on the City's ability to attract and retain business and employment; and any other matter the City Council requests. When the report is presented to the City Council, the City Council must either adopt the ordinance within 10 days or order an election (Elections Code § 9212).

7. If the City Council chooses not to adopt the initiative, then it has two choices:

- The City Council must call a special election if the initiative contains the signatures of at least 15 percent of the registered voters *and* requests a special election. The special election cannot be held fewer than 88 nor more than 103 days after the Council's decision (Elections Code § 9214); or
- The City Council must place the initiative on the ballot at the next regular municipal election held not less than 88 days after the Council's decision if the initiative contains the signature of at least ten percent (10%) of the registered voters (Elections Code § 9215).

Note that in accordance with Elections Code § 9212, the City Council may request a report during the circulation of the petition or at the time the City Clerk certifies an initiative as being sufficient for the ballot. As noted above, such a report can include information regarding the initiative's fiscal impact; limitations on city actions; whether it would result in increased infrastructure costs or savings to current residents and businesses; impact on the City's ability to attract and retain business and employment; and any other matter the City Council requests.

**CITY OF MONTEREY PARK
CITY CLERK'S OFFICE
INTEROFFICE MEMORANDUM**

DATE: October 29, 2012

TO: Paul Talbot, City Manager

FROM: David M. Barron, CMC, City Clerk

SUBJECT: UPDATED: Status Report on the Proposed Fire Service Initiative

Per your request, this is the status report regarding the potential fire service initiative.

- Oct. 1, 2012 - City Clerk's office received a Notice of Intent to Circulate Petition (Exhibit A) and the Request For Title and Summary for Proposed Initiative (Exhibit B) filed by proponent David F. Diaz, a Monterey Park resident. His voter registration and residency was confirmed by the LA County Registrar-Recorder's office. The notice was a declaration of an intent to circulate a petition within the City of Monterey Park for the purpose of amending the Municipal Code to approve and facilitate a transfer of fire protection services pursuant to Government Code Section 55632.
- Oct. 1, 2012 - Notice of Intent to Circulate Petition and the Request For Title and Summary for Proposed Initiative forwarded to City Attorney Hensley for his review and to draft the Ballot Title and Summary. A copy was also provided to you.
- Oct. 15, 2012 - City Clerk's office received the Ballot Title and Summary from the City Attorney's office (Exhibit C).
- Oct. 15, 2012 - A copy of the Ballot Title and Summary was sent by Certified Mail to Mr. Diaz and Mr. Laurence S. Zakson of Reich, Adell & Cvitan, Mr. Diaz's attorney.
- Oct. 16, 2012 - A representative (Rob Derosa) of Reich, Adell & Cvitan picked up a copy of the Ballot Title and Summary addressed to Laurence Zakson, Esq.
- Oct. 25, 2012 - Petitioners published the Notice of Intent and the Title and Summary of the Proposed petition in the WAVE Publications (Monterey Park Progress).

These are the next steps in the process according to the Elections Code.

- The proponents must file an affidavit of publication within 10 days after the date of publication (EC9205).
- After publication, the proponent may commence to circulate the petition among the voters of the city for signature by any registered voter of the city. The proponent will have 180 days to circulate and file the petition with a certain percentage of registered voters based on the last report by the county elections official to the Secretary of State effective at the time the notice of intent was published (EC 9210).
- When the petitions are filed and upon inspection it is determined that there appears to be sufficient signatures, the City Clerk shall accept the filing.
- After the petition has been accepted for filing, the City Clerk has 30 days in which to examine the petitions (EC 9114).
- The City Council has the option of ordering a study to determine the impact of the proposed initiative on the city.
- When the City Clerk determines the petition meets all requirements of the election code (EC 9115) and contains sufficient signatures, a report shall be presented to the City Council at its next regular meeting.
- The City Council will have the option of adopting the proposed ordinance without change or call for an election.

This memorandum is general information and not intended to be legal advice.

October 1, 2012

CITY CLERK OFFICE

By Hand:

10/1/12 1:15 PM

City Clerk David M. Barron, CMC
City Clerk's Office
City of Monterey Park
320 W. Newmark Ave.
Monterey Park, California 91754

CITY OF MONTEREY PARK

Re: NOTICE OF INTENT TO CIRCULATE PETITION

Dear Mr. Barron:

Notice is hereby given by me, David F. Diaz, the initiative proponent, of my intention to circulate a petition within the City of Monterey Park for the purpose of amending the Municipal Code to approve and facilitate a transfer of fire protection services pursuant to Government Code Section 55632. The text of the measure is enclosed.

A statement of the reasons of the proposed action as contemplated in the petition is as follows:

On March 2, 1999, Monterey Park voters approved an ordinance adding Section 2.40.065 to the Municipal Code. This requires that a majority of the voters of the City of Monterey Park voting thereon at any regular or special municipal election approve the transfer of fire and paramedic service to the Los Angeles County Fire Department (LACFD). Municipal Code Section 2.40.065 presently creates unnecessary barriers to the City's ability to transfer fire protection services pursuant to Government Code Section 55632.

To this end, the City of Monterey Park Safe and Affordable Fire and Emergency Services Maximization Ordinance expresses the intention of the voters to approve and facilitate such a transfer.

The Monterey Park City Council, in its ongoing effort to save precious taxpayer dollars and improve City services without raising taxes, authorized an independent auditor to prepare a detailed financial analysis of a proposed Monterey Park Fire Department merger with the LACFD.

Completed in August 2012, and at no cost to taxpayers, the independent auditor's report found that LACFD annexation proposal, as written, provides a long-term cost benefit to the City of Monterey Park.

Costs for the merger are projected through 2017, and represent \$12.6 million accumulative savings including all one-time costs. The proposal represents a potential

cost savings to the City (over a five-year period) of \$10,158,461 to \$12,567,520, depending on contract specified inflation increases.

Employees transferring to the LACFD system will no longer be in the City's CalPERS pool generating future unfunded liabilities – an additional savings to City taxpayers.

Moreover, fire and paramedic service would improve as a result of the proposed merger, according to the independent auditor's report. LACFD can provide quicker delivery of higher-level technical specialty resources to incidents. The depth of administrative support and fire training are other key areas of distinct improvement over current status.

And the expected cost savings with transition will directly address the critical financial challenge facing Monterey Park today. The financial impact of a transition will provide much needed financial relief to the City while maintaining or improving various service levels, including emergency response, administrative services, and support areas.

The report also found that most city managers of recently transitioned cities find that LACFD is providing quality service in their communities. Furthermore, some managers stated that if they were faced with the same situation again, they would make the decision to contract with LACFD.

I am the proponent and my address is

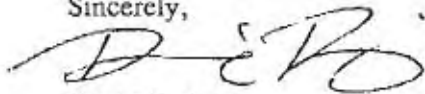
David F. Diaz
810 W. Gleason St.
Monterey Park, California 91754

Please direct all correspondence and inquiries regarding this measure to:

Laurence S. Zakson, Esq.
Reich, Adell & Cvitan
3550 Wilshire Blvd., Suite 2000
Los Angeles, CA 90010

The \$200 filing fee required by Elections Code Sections 9256 and 9202(b) is being submitted concurrently.

Sincerely,



David F. Diaz,
Initiative Proponent

Enclosures: Filing fee

Request for Title & Summary
cc: City Attorney (by U.S. Mail)
PROPOSED LAW

This initiative measure is submitted to the people of Monterey Park in accordance with the provisions of the California Elections Code Section 9200 *et seq.*

The people of the City of Monterey Park do ordain as follows:

**CITY OF MONTEREY PARK SAFE AND AFFORDABLE FIRE AND
EMERGENCY SERVICES MAXIMIZATION ORDINANCE**

SECTION 1. Title.

This measure shall be known and may be cited as the City of Monterey Park Safe and Affordable Fire and Emergency Services Maximization Ordinance.

SECTION 2. Findings and Declarations.

On March 2, 1999, Monterey Park voters approved an ordinance adding Section 2.40.065 to the Municipal Code. This requires that a majority of the voters of the City of Monterey Park voting thereon at any regular or special municipal election approve the transfer of fire and paramedic service to the Los Angeles County Fire Department (LACFD). Municipal Code Section 2.40.065 presently creates unnecessary barriers to the City's ability to transfer fire protection services pursuant to Government Code Section 55632.

To this end, the City of Monterey Park Safe and Affordable Fire and Emergency Services Maximization Ordinance expresses the intention of the voters to approve and facilitate such a transfer.

The Monterey Park City Council, in its ongoing effort to save precious taxpayer dollars and improve City services without raising taxes, authorized an independent auditor to prepare a detailed financial analysis of a proposed Monterey Park Fire Department merger with the LACFD.

Completed in August 2012, and at no cost to taxpayers, the independent auditor's report found that LACFD annexation proposal, as written, provides a long-term cost benefit to the City of Monterey Park.

Costs for the merger are projected through 2017, and represent \$12.6 million accumulative savings including all one-time costs. The proposal represents a potential cost savings to the City (over a five-year period) of \$10,158,461 to \$12,567,520, depending on contract specified inflation increases.

Employees transferring to the LACFD system will no longer be in the City's CalPERS pool generating future unfunded liabilities – an additional savings to City taxpayers.

Moreover, fire and paramedic service would improve as a result of the proposed merger, according to the independent auditor's report. LACFD can provide quicker delivery of higher-level technical specialty resources to incidents. The depth of administrative support and fire training are other key areas of distinct improvement over current status.

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The report also found that most city managers of recently transitioned cities find that LACFD is providing quality service in their communities. Furthermore, some managers stated that if they were faced with the same situation again, they would make the decision to contract with LACFD.

SECTION 3. Amendment of the Monterey Park Municipal Code.

[This initiative measure amends sections of the Monterey Park Municipal Code; therefore, added text is printed in *italic type*, and deleted text in ~~strikeout~~.]

2.40.065 Voter approval for transfer of police and/or fire services.

Except as provided herein, police and fire service shall be provided by employees holding employment status as defined in Chapter 2.28 of the Monterey Park Municipal Code. *As an alternative to providing fire protection services through employees holding employment status as defined in Chapter 2.28 of the Monterey Park Municipal Code, fire services may be provided by employees of another local agency if fire protection services are transferred or consolidated in accordance with Government Code Section 55632 and if the City of Monterey Park will not have joint or several liability for any pension benefits accrued by employees of the local agency to which the responsibility for such services are transferred after the date such consolidation or transfer has been fully and finally effectuated.*

Prior to the city council transferring or consolidating all or substantially all of the police ~~and/or fire~~ services performed by sworn city personnel to any other public entity other than the city of Monterey Park the following findings shall be made:

- (a) Existing emergency response times and service levels, including but not limited to, on-duty staffing levels, facilities and equipment, shall be maintained or enhanced.

- (b) There shall not be an increase in cost to ~~either the police or fire~~ department general fund allocation or if a savings to any fund is projected it shall not be a result of significant service alterations or reductions.

Such evidence, including a report by an independent auditor of the financial costs associated with a final proposal, shall be submitted to an ad hoc committee of residents appointed by the city council. The purpose shall be to develop a report that would analyze any proposal in the form of a complete and final proposal and make a recommendation to the city council of such action. Prior to any such transfer or consolidation of police services becoming effective, the proposed transfer or consolidation shall have been approved by a majority of voters at any regular or special municipal election.

2.40.070: Fire prevention, fire protection, paramedic and emergency medical service, and hazardous materials management.

- (1) *Subject to the provisions of this section, the responsibility for the provision of fire protection services, including fire prevention, fire protection, paramedic and emergency medical service, and hazardous materials management, in the City of Monterey Park is transferred from the Monterey Park Fire Department to the Los Angeles County Fire Department as of the date that the consolidation of the City of Monterey Park into the Consolidated Fire Prevention District of Los Angeles County or such other later date as is required by applicable law.*
- (2) *This transfer of fire prevention, fire protection, paramedic and emergency medical service, and hazardous materials management from the Monterey Park Fire Department to the Los Angeles County Fire Department shall become effective as soon as practicable after the completion of all necessary administrative prerequisites, including those identified in subparagraph (3), below.*
- (3) *Notwithstanding any other ordinance of the City of Monterey Park, the Monterey Park City Council is hereby authorized and empowered to the maximum extent consistent with California Government Code Sections 55632 and 56855 immediately to commence all necessary administrative steps to effect the transfer of fire protection services to the Consolidated Fire Protection District of Los Angeles County. These administrative steps include the following:*
- a. Negotiating, directly or by delegating bargaining authority, as City Council may deem appropriate, the effects of a transfer and any other terms and conditions of employment implicated by a transfer of employees of the City potentially affected by the transfer;*
 - b. Requesting approval from the Local Agency Formation Commission for the transfer pursuant to Government Code Section 56000, et seq.;*
 - c. Negotiating and entering into a contract for fire protection services with the Los Angeles County Fire Department pursuant to Government Code Section 56855;*

- d. *Conforming the City Municipal Code with the Los Angeles Fire Code, consistent with the City's agreement with the Los Angeles County Fire Department;*
 - e. *Performing the steps identified in Municipal Code Section 2.40.065 to the extent that these steps are required by law; and*
 - f. *Any other administrative steps that the City Council deems necessary or appropriate in effecting the transfer.*
- (4) *Nothing in this Section is intended, nor shall it be construed, to interfere with or impair the City's fiscal powers. All contracting performed pursuant to this section shall be conducted in accordance with California law, and the City Council shall retain its power to establish and modify the City's budget, to determine the price paid for services, and to negotiate and finalize any agreement.*
- (5) *To the extent that any duty ascribed by the Municipal Code to the Los Angeles County Fire Department is actually within the authority of the Consolidated Fire Protection District of Los Angeles County, then the reference shall be construed as referring to the Consolidated Fire Protection District of Los Angeles County. Conversely, to the extent that any duty ascribed in the Municipal Code to the Consolidated Fire Protection District of Los Angeles County is actually within the authority of the Los Angeles County Fire Department, then the reference shall be construed as referring to the Los Angeles County Fire Department.*

2.40.075: Fire services definitions.

As of the effective date of the City of Monterey Park's participation in the Consolidated Fire Protection District of Los Angeles County, as provided in Section 2.40.070, all references in the Municipal Code, but not in the City's General Plan or any City Zoning Ordinance, to "firefighters," "paramedic," "fire protection," "fire chief," and "fire department" shall be deemed to refer to services provided by and personnel employed by the Los Angeles County Fire Department.

As of the effective date of the City of Monterey Park's participation in the Consolidated Fire Protection District of Los Angeles County, as provided in Section 2.40.070, all responsibilities and powers assigned in the Municipal Code, but not in the City's General Plan or any City Zoning Ordinance, to the "fire chief" or "fire department" shall be deemed to refer to the person or the entity performing analogous functions within the Consolidated Fire Protection District of Los Angeles County.

Nothing in this Section is intended to amend or alter anything in the City's General Plan or any Zoning Ordinance.

SECTION 4. Severability.

- (a) The provisions of this initiative measure are severable. If any provision of this initiative measure, or parts thereof, is held invalid, that finding shall not affect other provisions that can be given effect without the invalid provision.
- (b) The purpose of this measure is to implement a policy favoring, and to facilitate, the City's contracting with other local agencies for fire services, including, in particular, the Consolidated Fire Protection District of Los Angeles County, in accordance with Government Code Section 55632 without being required to overcome any procedural requirements not imposed by state law, including submission of the question at a regular or special municipal election. If any provision of this initiative measure, or parts thereof, is determined to encompass anything other than this singular subject, the provisions that are deemed not to meet this single subject shall be severed.

SECTION 5. Effective Date.

This measure shall be effective the date of its enactment and, notwithstanding any other local law or ordinance, shall apply to any measure adopted by the voters at or after the election on which the voters approve this measure.

CITY CLERK OFFICE

2012 OCT -1 P 2:15

CITY OF MONTEREY PARK

October 1, 2012

By Hand:

City Clerk David M. Barron, CMC
City Clerk's Office
City of Monterey Park
320 W. Newmark Ave.
Monterey Park, California 91754

Re: REQUEST FOR TITLE AND SUMMARY FOR PROPOSED INITIATIVE

Dear Mr. Barron:

Pursuant to California Elections Code Section 9203(a), I am submitting the attached proposed city ballot measure to your office and request that the City Attorney prepare a title and summary of the measure. The required signed statement pursuant to California Elections Code Section 9608 (Exhibit A) is also attached.

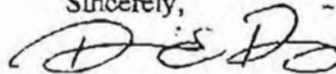
I am the proponent and my address is

David F. Diaz
810 W. Gleason St.
Monterey Park, California 91754

Please direct all correspondence and inquiries regarding this measure to:

Laurence S. Zakson, Esq.
Reich, Adell & Cvitan
3550 Wilshire Blvd., Suite 2000
Los Angeles, CA 90010

Sincerely,

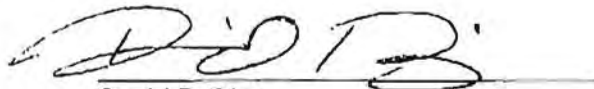


David F. Diaz,
Initiative Proponent

Cc: City Attorney (by U.S. Mail)

EXHIBIT A

I, David F. Diaz, acknowledge that it is a misdemeanor under state law (Section 18650 of the California Elections Code) to knowingly or willfully allow the signatures on an initiative petition to be used for any purpose other than qualification of the proposed measure for the ballot. I certify that I will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot.


David F. Diaz
Proponent

Dated this 1 day of October, 2012

PROPOSED LAW

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 - d. Conforming the City Municipal Code with the Los Angeles Fire Code, consistent with the City's agreement with the Los Angeles County Fire Department;*

- e. *Performing the steps identified in Municipal Code Section 2.40.065 to the extent that these steps are required by law; and*
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SECTION 5. Effective Date.

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**TITLE AND SUMMARY
PREPARED BY THE CITY ATTORNEY
PURSUANT TO
ELECTIONS CODE § 9203**

AN INITIATIVE AMENDING THE MONTEREY PARK MUNICIPAL CODE TO AUTHORIZE THE CITY COUNCIL TO TRANSFER ALL FUNCTIONS OF THE MONTEREY PARK FIRE DEPARTMENT TO THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (AKA THE LOS ANGELES COUNTY FIRE DEPARTMENT).

The purpose of this initiative is to place on the ballot a proposed ordinance that amends the Monterey Park Municipal Code ("MPMC") to (1) remove the requirement that voters approve any transfer of fire department services from the City to another entity; (2) authorize the City Council to transfer all functions of the City's existing fire department to the Consolidated Fire Protection District of Los Angeles County (aka The Los Angeles County Fire Department) in accordance with applicable law; and (3) direct that such transfer occur after the City Council takes appropriate action. The City's fire department is currently responsible for fire prevention; fire suppression; emergency medical services; and hazardous materials regulation.

[TITLE AND SUMMARY WORD COUNT: 152]