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

REGULAR MEETING
Monterey Park City Hall Council Chambers
320 West Newmark Avenue, Monterey Park, Ca 91754

WEDNESDAY
DECEMBER 19, 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**. 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.

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.

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 Police Explorers**

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

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 1-3

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 **December 19, 2012 totaling $1,440.43** 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 INVESTMENT REPORT AS OF NOVEMBER 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.

Recommendations: It is recommended that the City Council

(1) Receive and file the investment report as of November 2012; and

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

3. SUCCESSOR AGENCY MINUTES

Approval of Minutes from the regular meetings of November 7, 2012 and November 21, 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 November 7, 2012 and November 21, 2012; and

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

HOUSING SUCCESSOR AGENCY CONSENT CALENDAR ITEM 4

4. HOUSING SUCCESSOR AGENCY MINUTES

Approval of Minutes from the regular meetings of November 7, 2012 and November 21, 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 November 7, 2012 and November 21, 2012; and

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

PRESENTATION: None.

CITY OF MONTEREY PARK CONSENT CALENDAR ITEMS 5-11

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 **December 19, 2012 Totaling $6,571,547.75** 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. INVESTMENT REPORT AS OF NOVEMBER 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.

Recommendations: It is recommended that the City Council

(1) Receive and file the investment report as of November 2012; and

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

7. MINUTES

Approval of Minutes from the regular meetings of November 7, 2012 and November 21, 2012 and the Special Meeting of November 21, 2012.

Recommendations: It is recommended that the City Council:

(1) approve the minutes from the regular meetings of November 7, 2012 and November 21, 2012, and the Special Meeting of November 21, 2012; and

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

8. AMENDMENT TO THE JOINT POWERS AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND THE LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE (LA IMPACT)

In June 2012, the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Executive Committee voted unanimously to send an amendment to the Members regarding the Associate Member indemnity and contracting goals.

Recommendations: It is recommended that the City Council

(1) Adopt Resolution No. _____ approving an amendment to the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Joint Powers Agreement (JPA), and authorizing the City Manager to execute the JPA Amendment (in a form approved by the City Attorney); and

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

9. DECLARATION OF SURPLUS PROPERTY AND APPROVAL OF SAID PROPERTY FOR NEW EQUIPMENT

The Monterey Park Police Department proposes to declare certain rifles as surplus in order to exchange them for new Heckler and Koch rifles supplied by Botach Tactical, Inc. There is no cost to the City.

Recommendations: It is recommended that the City Council

(1) Adopt Resolution No. ___ declaring personal property as surplus and authorizing the City Manager to dispose of such property by sale, donation, or other means. The anticipated use will be to exchange Micro Galil rifles for Hecker & Koch rifles; and

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

10. EQUIPMENT REPLACEMENT -- LOADER/BACKHOE

The 2012-13 budget included $75,000 for the replacement of a loader/backhoe for the Water Department. The current load/backhoe does not meet the regulations set for by the South Coast Air Quality Management District as of January 2013, and the City will not be able to utilize the equipment.

Recommendations: It is recommended that the City Council

(1) Authorize the City Manager, or designee, to purchase a Kubota L45 loader/backhoe from Diamond "A" Equipment at the cost of $62,855.24 per Monterey Park Municipal Code § 3.20.050(3).; and

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

11. SIGNING AUTHORITY FOR CALIFORNIA ENERGY COMMISSION FOR A GRANT TO INSTALL A COMPRESSED NATURAL GAS FUELING STATION

The City is required to adopt a Resolution that approves entering into an agreement with the California Energy Commission for a grant to install a Compressed Natural Gas Fueling Station. The State's Air Resources Board requires that the City's public transit diesel buses be replaced by alternative-fueled vehicles. Three new Compressed Natural Gas buses are scheduled for delivery in Spring 2013.

Recommendations: It is recommended that the City Council

(1) Adopt Resolution No. ___ authorizing the City Manager to execute an agreement with the California Energy Commission, in a form approved by the City Attorney, to accept Grant Funding and Designate an authorized representative to execute agreements; 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

12. MARKET PLACE

This item involves consideration of the Monterey Park Market Place Project, including a proposed precise plan, tentative map, development agreement, and associated supplemental environmental impact report ("SEIR"). After conducting a public hearing and considering the proposed entitlements, the City Council may take action on the Precise Plan, Tentative Map, and the SEIR. The Development Agreement ordinance may be introduced and may be approved on a second reading at the next City Council meeting. The Precise Plan and Tentative Map will not be considered effective until approval of the Development Agreement.

Recommendations: It is recommended that the City Council

(1) Open public hearing, hear staff, hear audience, close public hearing;

(2) Adopt Resolution No. ____ certifying the final supplemental environmental impact report for the Monterey Park Market Place Development; making environmental findings pursuant to CEQA; adopting a statement of overriding considerations; and adopting a mitigation monitoring program;

(3) Adopt Resolution No. ____ approving Precise Plan PP-12-01 and Tentative Map No. 071549 (TM-12-01) for the Monterey Park Market Place Development;

(4) Waive first reading and introduce Ordinance No. _____ approving a Development Agreement between the City of Monterey Park and Monterey Park Retail Partners, LLC allowing development of the Monterey Park Market Place;

(5) Schedule second reading and adoption of Ordinances on January 16, 2013; and

(6) take such addition, related, action that may be desirable.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

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

December 19, 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 December 19, 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 118-120 (SA).

Fiscal Impact

Disbursements from all SA funds total $1,440.43.

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 19TH DAY OF DECEMBER 2012
TOTALING $1,440.43 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		$	166.67
Merged Project Projects			1,273.76
	Total	$	1,440.43

PASSED, APPROVED AND ADOPTED THE 19TH DAY OF DECEMBER 2012.

Mitchell Ing
City of Monterey Park,
California

ATTEST:

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

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 19th day of December 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 12/19/2012

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNIGHT COMMUNICATIONS INC	0860-801-1203-38400	166.67	SYSTEM MANAGEMENT SERVICE	70000	118	
	0870-801-1203-38400	166.67	SYSTEM MANAGEMENT SERVICE	70000	118	
						333.34
NATIONAL CONSTRUCTION RENTALS	0870-801-1203-31100	66.06	FENCE RENTAL 540 W.GARVEY		119	
						66.06
PAUL, PLEVIN, SULLIVAN & CONNAUGHT(	0870-801-1203-31600	1,041.03	ATS LITIGATION CHARGES		120	
						1,041.03
	TOTAL FOR PRINTED WARRANTS					1,440.43

TOTAL FOR PREPAID WARRANTS	0.00
TOTAL FOR PRINTED WARRANTS	1,440.43
TOTAL WARRANTS	1,440.43
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	0
TOTAL CHECKS PRINTED	3
TOTAL CHECKS ISSUED	3

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 12/19/2012
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	0.00	166.67	166.67
0870	MERGED CAPITAL PROJECTS	0.00	1,273.76	1,273.76
	TOTAL	0.00	1,440.43	1,440.43

Staff Report City of Monterey Park

DATE: December 19, 2012

TO: Paul Talbot, City Manager

FROM: Annie Yaung, CPFO, Financial Services Manager

SUBJECT: Successor Agency Monthly Investment Report – November 2012

DISCUSSION

As of November 30, 2012 invested funds for the City of Monterey Park is as follows:

• Acting as the SA to the Former Redevelopment Agency	$ 1,364,544.36
• Acting as the SA for 2002 Bonds	5,598,785.60
• Acting as the SA (RORF)	1,591,915.14
	$ 8,555,245.10

RECOMMENDATION

Receive and file the monthly investment report.

By: ______________________
Annie Yaung, CPFO
Financial Services Manager

Approved: ______________________
Paul Talbot
City Manager

Consent Calendar
Agenda Item 3 (SA)

Staff Report City of Monterey Park

DATE: December 19, 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:

- November 7, 2012 (Regular)
- November 21, 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

David M. Barron
City Clerk (E)

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
NOVEMBER 7, 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, November 7, 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 7:02 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, 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, Financial Services Manager Yaung, City Librarian Arvizu, Acting Economic Development Specialist Ramirez

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

Discussion: City Manager Talbot informed the council and the residents that: (1) the Monterey Park Library Board of Trustees and the City of Monterey Park welcomed and congratulated Norma Arvizu as the newly appointed City Librarian and (2) he announced the resignation of the city's Director of Community Development Jim Basham and thanked him for his service to the City of Monterey Park.

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS
None.

SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NOS. 1-2
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 Nos. 1-2, 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

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.

Action Taken: The City Council approved the payment of warrants and adopted **Resolution No. SA-24** 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 on Consent Calendar.

Resolution No. SA-24 entitled:
A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) 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

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.

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved the minutes from the Successor Agency to the former Monterey Park Redevelopment Agency regular meetings of October 3, 2012 and October 17, 2012.

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

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
NOVEMBER 21, 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, November 21, 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, City Attorney Hensley, City Treasurer Leon, Director of Public Works Saykali, Fire Chief Birrell, Police Chief Smith, Financial Services Manager Yaung, City Librarian Arvizu, Acting Economic Development Specialist Ramirez

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION
None.

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS
None.

SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NOS. 1-2
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 Nos. 1-2, and reading resolutions and ordinances by title only and waiving further reading thereof.

Motion: Moved by Council Member Wong 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:	None
Abstain:	Council Members:	None

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.

Action Taken: The City Council approved the payment of warrants and adopted **Resolution No. SA-25** of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **November 21, 2012 totaling $5,992.90** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. SA-25, entitled:
A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **November 21, 2012 totaling $5,992.90** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2. SUCCESSOR AGENCY INVESTMENT REPORT AS OF OCTOBER 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: Received and filed the investment report as of October 2012 on Consent Calendar.

SUCCESSOR AGENCY NEW BUSINESS ITEM NO. 3

3. ADOPT RESOLUTION NO. SA - 26 APPROVING THE AMENDED THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) AND ADMINISTRATIVE BUDGET FOR JANUARY - DECEMBER 2013

On October 11, 2012, the California Department of Finance issued its findings upon review of the third ROPS and staff is requesting approval to amend the Resolution with the changes.

Action Taken: The City Council (1) adopted **Resolution No. SA - 26** approving the Amended Third Recognized Obligation Payment Schedule for the period between January-June 2013; (2) approved the Amended Successor Agency Administrative

Budget for January-June 2013; (3) approved the Amended Successor Agency Administrative Budget for July-December 2012 and (4) directed staff to post and transmit the amended ROPS and administrative budget to the appropriate public agencies.

Resolution No. SA - 26, entitled:
A RESOLUTION OF THE SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY AMENDING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JANUARY THROUGH JUNE 2013 AND ADMINISTRATIVE BUDGET FOR JULY THROUGH DECEMBER 2012 PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177

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

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

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
NOVEMBER 21, 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, November 21, 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, City Attorney Hensley, City Treasurer Leon, Director of Public Works Saykali, Fire Chief Birrell, Police Chief Smith, Recreation and Community Services Costley, City Librarian Arvizu, Financial Services Manager Yaung, Acting Economic Development Specialist Ramirez

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION
None.

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS
None.

SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NOS. 1-2
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 Nos. 1-2, and reading resolutions and ordinances by title only and waiving further reading thereof.

Motion: Moved by Council Member Wong 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: None
Abstain: Council Members: None

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.

Action Taken: The City Council approved the payment of warrants and adopted **Resolution No. SA-25** of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **November 21, 2012 totaling $5,992.90** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. SA-25, entitled:
A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **November 21, 2012 totaling $5,992.90** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2. **SUCCESSOR AGENCY INVESTMENT REPORT AS OF OCTOBER 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: Received and filed the investment report as of October 2012 on Consent Calendar.

SUCCESSOR AGENCY NEW BUSINESS ITEM NO. 3

3. **ADOPT RESOLUTION NO. SA - 26 APPROVING THE AMENDED THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) AND ADMINISTRATIVE BUDGET FOR JANUARY - DECEMBER 2013**

On October 11, 2012, the California Department of Finance issued its findings upon review of the third ROPS and staff is requesting approval to amend the Resolution with the changes.

Action Taken: The City Council (1) adopted **Resolution No. SA - 26** approving the Amended Third Recognized Obligation Payment Schedule for the period between January-June 2013; (2) approved the Amended Successor Agency Administrative Budget for January-June 2013; (3) approved the Amended Successor Agency Administrative Budget for July-December 2012 and (4) directed staff to post and transmit the amended ROPS and administrative budget to the appropriate public agencies.

Resolution No. SA - 26, entitled:
A RESOLUTION OF THE SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY AMENDING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JANUARY THROUGH JUNE 2013 AND ADMINISTRATIVE BUDGET FOR JULY THROUGH DECEMBER 2012 PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177

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

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

Consent Calendar
Agenda Item 4 (HSA)

Staff Report City of Monterey Park

DATE: December 19, 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:

- November 7, 2012 (Regular)
- November 21, 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

David M. Barron
City Clerk (E)

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
NOVEMBER 7, 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, November 7, 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 7:02 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, 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, Financial Services Manager Yaung, City Librarian Arvizu, Acting Economic Development Specialist Ramirez

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

Discussion: City Manager Talbot informed the council and the residents that: (1) the Monterey Park Library Board of Trustees and the City of Monterey Park welcomed and congratulated Norma Arvizu as the newly appointed City Librarian and (2) he announced the resignation of the city's Director of Community Development Jim Basham and thanked him for his service to the City of Monterey Park.

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS
None.

SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NOS. 1-2

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

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.

   See Successor Agency minutes.

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.

   See Successor Agency minutes.

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

HOUSING SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NOS. 3-4

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. 3 - 4 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. **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.

Action Taken: The City Council approved payment of warrants and adopted **Resolution No. HSA – 12** of the Housing Successor Agency to the former Community Redevelopment Agency (HSA) 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 on Consent Calendar.

Resolution No. HSA – 12, entitled:
A RESOLUTION OF THE HOUSING SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (HSA) 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

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.

Action Taken: The City Council approved the minutes from the Housing Successor Agency to the former Monterey Park Redevelopment Agency regular meetings of October 3, 2012 and October 17, 2012.

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

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
NOVEMBER 21, 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, November 21, 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, City Attorney Hensley, City Treasurer Leon, Director of Public Works Saykali, Fire Chief Birrell, Police Chief Smith, Financial Services Manager Yaung, City Librarian Arvizu, Acting Economic Development Specialist Ramirez

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION
None.

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS
None.

SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NOS. 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.

   See Successor Agency minutes.

2. SUCCESSOR AGENCY INVESTMENT REPORT AS OF OCTOBER 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.

SUCCESSOR AGENCY NEW BUSINESS ITEM NO. 3

3. ADOPT RESOLUTION NO. SA - 26 APPROVING THE AMENDED THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) AND ADMINISTRATIVE BUDGET FOR JANUARY - DECEMBER 2013

On October 11, 2012, the California Department of Finance issued its findings upon review of the third ROPS and staff is requesting approval to amend the Resolution with the changes.

See Successor Agency minutes.

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

HOUSING SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NO. 4

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. 4 and reading resolutions and ordinances by title only and waiving further reading thereof.

Motion: Moved by Vice Mayor Real Sebastian 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

4. 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.

Action Taken: The City Council approved payment of warrants and adopted **Resolution No. HSA – 13** of the Housing Successor Agency to the former Community

Redevelopment Agency (HSA) allowing certain claims and demands per warrant register dated **November 21, 2012 totaling $11,048.30** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. HSA – 13, entitled:
A RESOLUTION OF THE HOUSING SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (HSA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **November 21, 2012 totaling $11,048.30** 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
NOVEMBER 21, 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, November 21, 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, City Attorney Hensley, City Treasurer Leon, Director of Public Works Saykali, Fire Chief Birrell, Police Chief Smith, Recreation and Community Services Costley, City Librarian Arvizu, Financial Services Manager Yaung, Acting Economic Development Specialist Ramirez

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION
None.

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS
None.

<u>SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NOS. 1-2</u>

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.

   See Successor Agency minutes.

2. SUCCESSOR AGENCY INVESTMENT REPORT AS OF OCTOBER 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.

SUCCESSOR AGENCY NEW BUSINESS ITEM NO. 3

3. ADOPT RESOLUTION NO. SA - 26 APPROVING THE AMENDED THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) AND ADMINISTRATIVE BUDGET FOR JANUARY - DECEMBER 2013

On October 11, 2012, the California Department of Finance issued its findings upon review of the third ROPS and staff is requesting approval to amend the Resolution with the changes.

See Successor Agency minutes.

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

HOUSING SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NO. 4

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. 4 and reading resolutions and ordinances by title only and waiving further reading thereof.

Motion: Moved by Vice Mayor Real Sebastian 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

4. 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.

Action Taken: The City Council approved payment of warrants and adopted **Resolution No. HSA – 13** of the Housing Successor Agency to the former Community Redevelopment Agency (HSA) allowing certain claims and demands per warrant register dated **November 21, 2012 totaling $11,048.30** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. HSA – 13, entitled:
A RESOLUTION OF THE HOUSING SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (HSA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **November 21, 2012 totaling $11,048.30** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

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

Staff Report City of Monterey Park

December 19, 2012

To: Paul Talbot, City Manager

From: Annie Yaung, CPFO, Financial Services Manager

Subject: Warrant Register for the City of Monterey Park of December 19, 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 290620-290805.

Fiscal Impact

Disbursements from all funds total $6,571,547.75.

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 19TH DAY OF DECEMBER 2012 TOTALING $6,571,547.75 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	$	157,391.99
State Gas Tax Fund		1,376.84
Sewer Fund		1,658.62
Refuse Fund		421,377.75
City Shop Fund		227,501.02
General Liability Fund		16,908.29
Technology Internal Service Fund		1,058.09
Payroll Clearing Account		5,685.93
Public Safety Impact Fee		2,078.87
Special Deposits Fund		20,429.21
Business Improvement Area #1		367.50
Water Fund		33,702.59
Water Treatment Fund		20,570.00
OPA Proposition A		11,834.08
Measure R Fund		2,708.73
Library Tax Fund		1,955.61
STC Standards/Training/Corrections		452.44
POST		500.00
Home Housing Program		23,702.98
Recreation Fund		1,214.85
Asset Forfeiture		3,426.00
Cal Library Literacy Svc Grant		1,237.06
Air Quality Improvement Fund		576.09
Prop C		5,156.90
CDBG Fund		1,563.68
Maintenance District 93-1		110.89
Prop A - Per Parcel Grant		765.64
SAFETEA-LU Grant		46,071.32
Maintenance Grant (075)		2,790.00
CA Council For The Humanities		1,500.00
Sustainable Comm Planning		14,905.55
City/Housing Successor Agency		5,540,969.23
TOTAL	$	6,571,547.75

PASSED, APPROVED AND ADOPTED THE 19TH DAY OF DECEMBER 2012.

Mitchell Ing
City of Monterey Park, California

ATTEST

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

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 19th day of December 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 12/19/2012

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AAE LAX, INC.	0010-701-0010-06220	100.00-	VOID CHECK		270213	
						100.00-
AMC CARD PROCESSING SERVICES INC	0075-450-0075-08370	400.00	EE SERVICES PROGRAM (TRUST)		290620	
	0010-801-1801-32200	9.95	EE SERVICES PROGRAM		290620	
						409.95
BRENT ARCHIBALD	0136-801-3101-33250	500.00	POLICE POST TRAINING		290621	
						500.00
AT & T	0022-801-4206-32050	601.84	11/12 PHONE SERVICE		290622	
	0092-801-4222-32050	112.14	11/12 PHONE SERVICE		290622	
	0010-801-3112-32050	200.08	11/12 PHONE SERVICE		290622	
						914.06
AT & T MOBILITY (DBA)	0071-801-3201-39460	157.43	FIRE EOC SATELLITE PHONE		290640	
						157.43
BAKER & TAYLOR INC	0428-801-6002-39250	649.43	BOOK(S) 47		290623	
	0428-801-6002-39250	100.57	BOOK(S) 99		290623	
	0428-801-6002-39300	750.00	BOOK(S) 99		290623	
	0010-801-6002-40000	140.34	BOOK(S) 99		290623	
						1,640.34
BOSTON MARKET	0075-450-0075-08270	1,037.47	LAMP TUTOR RECOGNITION (TRUST)		290624	
						1,037.47
BRAVO BUSINESS RESOURCES	0077-801-1111-31950	60.00	TRANSLATION SERVICE		290641	
	0077-801-1111-31950	60.00	TRANSLATION SERVICE		290641	
						120.00
CALIFORNIA PEACE OFFICER'S	0010-801-3101-39350	40.00	POLICE MEMBERSHIP		290625	
						40.00
CALIFORNIA POLICE CHIEFS ASSOC	0010-801-3101-39350	40.00-	VOID CHECK		290238	
						40.00-
CALIFORNIA PROFESSIONAL FIREFIGHTEI	0065-464	540.00	FIRE LTD INSURANCE		290642	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						540.00
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	309.08	WATER SERVICE		290643	
						309.08
CATERING BY HERACH AND ARA	0010-801-1101-33200	425.85	STRATEGIC PLANNING REFRESHMENT		290626	
						425.85
CHARTER COMMUNICATIONS	0010-801-3201-32050	555.31	INTERNET/CABLE SERVICE		290646	
	0075-450-0075-08550	58.25	INTERNET/CABLE SERVICE (TRUST)		290646	
						613.56
	0010-801-6502-32050	39.40	INTERNET/CABLE SERVICE	70228	290645	
	0010-801-6502-32050	40.25	INTERNET/CABLE SERVICE	70227	290645	
						79.65
	0010-801-6003-38400	566.80	INTERNET/CABLE SERVICE		290644	
						566.80
COUNTY OF LOS ANGELES	0880-801-1204-44130	5,535,650.00	HOUSING DDR FINAL PAYMENT		290639	
						5,535,650.00
DEPT OF TRANSPORTATION	0010-801-4206-41100	1,452.98-	VOID CHECK	69035	272706	
	0010-801-4206-38400	555.85-	VOID CHECK		272706	
						2,008.83-
DHI CONSTRUCTION INC	0152-801-5004-99008	23,125.50	COMM REHAB-534 N.CHANDLER	70199	290647	
						23,125.50
E C CONSTRUCTION CO.	0342-801-5003-91750	46,071.32	ELAC TRANSIT CENTER	70335	290648	
	0109-801-5003-91750	11,517.83	ELAC TRANSIT CENTER	70335	290648	
						57,589.15
EMPLOYMENT DEVELOPMENT DEPT.	0010-801-5102-35700	7,879.10	UNEMPLOYMENT INS-Q3 2012		290627	
						7,879.10
ENDEAVOR PRINT INC.	0166-801-4201-31960	3,423.90	SPIRIT BUSES GRAPHICS	70435	290649	
	0166-801-4201-31960	150.00	SPIRIT BUSES GRAPHICS		290649	
						3,573.90

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
FSC INTERNATIONAL	0166-801-4201-31960	750.00	SPIRITS BUS GRAPHICS		290628	
						750.00
ICE MACHINE SALES AND SERVICE CO (I	0010-801-4210-38400	621.96-	VOID CHECK		274189	
						621.96-
METROPLEX THEATRES, LLC	0075-450-0075-08370	375.00	EE SERVICE PROGRAM (TRUST)		290629	
	0010-801-1801-32200	8.00	EE SERVICE PROGRAM		290629	
						383.00
MONTEREY PARK PETTY CASH	0092-801-4223-39300	50.14	PETTY CASH-REFRESHMENTS		290630	
	0092-801-4223-22150	87.80	PETTY CASH-SUPPLIES		290630	
	0010-801-6517-22750	78.24	PETTY CASH-REFRESHEMENTS		290630	
	0010-801-1101-22670	20.00	PETTY CASH-REFRESHMENTS		290630	
	0165-801-4201-11700	60.00	PETTY CASH-PARKING		290630	
						296.18
	0010-801-6505-23910	41.59	PETTY CASH-SUPPLIESS		290650	
	0010-801-6505-23910	96.00	PETTY CASH-SUPPLIES		290650	
	0010-801-1701-22750	9.38	PETTY CASH-REFRESHMENTS		290650	
	0010-801-1403-39400	28.00	PETTY CASH-MILEAGE		290650	
	0010-801-3210-39400	9.15	PETTY CASH-MILEAGE		290650	
	0010-801-1403-39400	25.53	PETTY CASH-MILEAGE		290650	
	0010-801-1403-39400	35.08	PETTY CASH-MILEAGE		290650	
	0092-801-4222-39300	100.00	PETTY CASH-WATER EXAM		290650	
	0092-801-4222-39300	90.00	PETTY CASH-CERT FEE		290650	
	0010-801-6508-31990	29.32	PETTY CASH-SUPPLIES		290650	
	0010-801-6506-22750	52.20	PETTY CASH-BANNER		290650	
						516.25
OCE FINANCIAL SERVICES INC.	0060-801-4211-38400	156.66-	VOID CHECK	70240	290337	
	0010-801-3210-21300	167.02-	VOID CHECK		290337	
	0010-801-3201-21300	105.26-	VOID CHECK		290337	
						428.94-

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 12/19/2012

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OCE FINANCIAL SERVICES INC.	0060-801-4211-38400	156.66	COPY MACHINE RENTAL	70240	290651	
						156.66
OCE IMAGISTICS INC	0010-801-3210-21300	167.02	COPIER SUPPLIES		290652	
	0010-801-3201-21300	105.26	COPIER SUPPLIES		290652	
						272.28
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	1.35	POSTAGE		290631	
	0010-801-1403-32200	97.30	POSTAGE		290631	
	0010-801-1406-32200	85.55	POSTAGE		290631	
	0010-801-1407-32200	43.65	POSTAGE		290631	
	0010-801-1701-32200	16.55	POSTAGE		290631	
	0010-801-1702-32200	134.45	POSTAGE		290631	
	0010-801-1703-32200	10.79	POSTAGE		290631	
	0010-801-1801-32200	40.40	POSTAGE		290631	
	0010-801-1802-32200	7.60	POSTAGE		290631	
	0010-801-3101-32200	25.65	POSTAGE		290631	
	0010-801-3102-32200	16.30	POSTAGE		290631	
	0010-801-3104-32200	8.57	POSTAGE		290631	
	0010-801-3111-32200	6.00	POSTAGE		290631	
	0010-801-3113-32200	7.80	POSTAGE		290631	
	0010-801-3114-32200	59.50	POSTAGE		290631	
	0010-801-3120-32200	82.03	POSTAGE		290631	
	0010-801-3201-32200	136.77	POSTAGE		290631	
	0010-801-3205-32200	3.75	POSTAGE		290631	
	0010-801-3210-32200	3.10	POSTAGE		290631	
	0010-801-3220-32200	489.63	POSTAGE		290631	
	0010-801-6001-32200	88.30	POSTAGE		290631	
	0010-801-6502-32200	85.65	POSTAGE		290631	
	0043-801-4212-32200	25.64	POSTAGE		290631	
	0075-450-0075-09230	50.85	POSTAGE		290631	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0077-801-1111-31950	160.65	POSTAGE		290631	
	0092-801-4220-32200	1.35	POSTAGE		290631	
	0092-801-4221-32200	39.60	POSTAGE		290631	
						1,728.78
	0010-801-1301-32200	69.40	POSTAGE		290653	
	0010-801-1403-32200	100.10	POSTAGE		290653	
	0010-801-1406-32200	68.30	POSTAGE		290653	
	0010-801-1407-32200	6.30	POSTAGE		290653	
	0010-801-1701-32200	49.29	POSTAGE		290653	
	0010-801-1702-32200	38.65	POSTAGE		290653	
	0010-801-1703-32200	7.01	POSTAGE		290653	
	0010-801-1801-32200	39.55	POSTAGE		290653	
	0010-801-1802-32200	0.45	POSTAGE		290653	
	0010-801-3101-32200	51.54	POSTAGE		290653	
	0010-801-3102-32200	9.44	POSTAGE		290653	
	0010-801-3104-32200	17.40	POSTAGE		290653	
	0010-801-3111-32200	2.55	POSTAGE		290653	
	0010-801-3113-32200	8.45	POSTAGE		290653	
	0010-801-3114-32200	74.90	POSTAGE		290653	
	0010-801-3120-32200	12.60	POSTAGE		290653	
	0010-801-3201-32200	7.90	POSTAGE		290653	
	0010-801-3205-32200	32.95	POSTAGE		290653	
	0010-801-3210-32200	13.65	POSTAGE		290653	
	0010-801-3220-32200	117.20	POSTAGE		290653	
	0010-801-4209-32200	0.45	POSTAGE		290653	
	0010-801-6001-32200	63.40	POSTAGE		290653	
	0010-801-6502-32200	198.35	POSTAGE		290653	
	0043-801-1201-32200	0.45	POSTAGE		290653	
	0043-801-4212-32200	17.15	POSTAGE		290653	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0075-450-0075-09230	29.15	POSTAGE (TRUST)		290653	
	0077-801-1111-31950	86.85	POSTAGE		290653	
	0092-801-1201-32200	12.75	POSTAGE		290653	
	0092-801-4221-32200	0.45	POSTAGE		290653	
						1,136.63
RD CIVIL ENGINEERING	0075-450-0075-08915	3,750.00	SEQUOIA PARK ADA COMPLIANCE		290632	
						3,750.00
SHANE REILLY	0010-801-3210-39400	327.68	FIRE TRAINING		290633	
	0010-801-3210-39400	241.39	FIRE TRAINING		290633	
						569.07
SAN GABRIEL VACUUM	0010-801-3210-38400	68.29	REPAIR VACUUM CLEANER		290634	
						68.29
SOUTHERN CALIFORNIA EDISON CO.	0010-801-6517-37700	1,642.00	EDISON TRAILS PARK LEASE		290635	
						1,642.00
	0152-701-0152-05455	9.36	ELECTRICITY-534 CHANDLER		290636	
	0880-701-0880-05455	39.91	ELECTRICITY-534 CHANDLER		290636	
	0152-701-0152-05455	8.21	ELECTRICITY-534HM CHANDLER		290636	
	0880-701-0880-05455	34.98	ELECTRICITY-534HM CHANDLER		290636	
	0152-701-0152-05455	0.38	ELECTRICITY-534F CHANDLER		290636	
	0880-701-0880-05455	1.61	ELECTRICITY-534F CHANDLER		290636	
						94.45
	0152-701-0152-05451	39.91	ELECTRICITY-325 E.POMONA		290654	
	0880-701-0880-05451	58.64	ELECTRICITY-325 E.POMONA		290654	
	0152-701-0152-05453	52.99	ELECTRICITY-341 E.POMONA		290654	
	0152-701-0152-05452	21.91	ELECTRICITY-371 E.POMONA		290654	
	0880-701-0880-05452	1.40	ELECTRICITY-371 E.POMONA		290654	
						174.85
THE GAS COMPANY (DBA)	0152-701-0152-05455	2.94	GAS SERVICES-534D CHANDLER		290637	
	0880-701-0880-05455	12.55	GAS SERVICES-534D CHANDLER		290637	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
THE GAS COMPANY (DBA)	0152-701-0152-05455	7.02	GAS SERVICES-534E CHANDLER		290637	
	0880-701-0880-05455	29.91	GAS SERVICES-534E CHANDLER		290637	
	0152-701-0152-05455	2.80	GAS SERVICES-534F CHANDLER		290637	
	0880-701-0880-05455	11.93	GAS SERVICES-534F CHANDLER		290637	
	0152-701-0152-05455	4.07	GAS SERVICES-534J CHANDLER		290637	
	0880-701-0880-05455	17.33	GAS SERVICES-534J CHANDLER		290637	
	0152-701-0152-05454	10.75	GAS SERVICES-321 POMONA		290637	
	0880-701-0880-05454	1.20	GAS SERVICES-321 POMONA		290637	
						100.50
UNITED PARCEL SERVICE	0010-801-1407-32200	270.00	9/9-11/17/12 DELIVERY SERVICES		290638	
	0010-801-3101-32200	26.52	9/9-11/17/12 DELIVERY SERVICES		290638	
	0010-801-3201-32200	146.97	9/9-11/17/12 DELIVERY SERVICES		290638	
	0060-801-4211-32200	12.33	9/9-11/17/12 DELIVERY SERVICES		290638	
						455.82
VERIZON WIRELESS	0092-801-4222-32050	190.05	WIRELESS DATA SERVICE		290655	
						190.05
	TOTAL FOR PREPAID WARRANTS					5,644,256.92

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
411 S. LINCOLN AVE, LLC/MR. CHING-\	0075-450-0075-08200	950.00	REFUND GRADING BOND (TRUST)		290656	
						950.00
ACS GOVERNMENT SYSTEMS INC	0071-801-3210-24150	1,921.44	FIREHOUSE SYSTEM SUPPORT		290657	
						1,921.44
ADVANCE PEST TERMITE CONTROL	0010-801-3113-38100	39.00	PEST CONTROL	70202	290658	
	0010-801-3104-31950	30.00	PEST CONTROL		290658	
	0010-801-3210-22750	44.00	PEST CONTROL	70163	290658	
	0010-801-3210-22750	33.00	PEST CONTROL	70163	290658	
	0010-801-3210-22750	39.00	PEST CONTROL	70163	290658	
						185.00
AFFILIATED SYSTEMS, INC.	0010-801-1801-39550	60.00	PRE-EMPLOYMENT PHYSICAL		290659	
						60.00
AIRGAS	0092-801-4223-23700	238.97	WATER SUPPLIES	70144	290660	
						238.97
CITY OF ALHAMBRA	0109-801-4201-31960	316.25	CNG FUEL	70015	290661	
						316.25
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-22300	228.38	FIRE SUPPLIES	70167	290662	
	0010-801-3210-22300	228.38	FIRE SUPPLIES	70167	290662	
	0010-801-3210-22300	136.36	FIRE SUPPLIES	70167	290662	
						593.12
AMTECH ELEVATOR SERVICES	0010-801-4210-38100	441.62	ELEVATOR MAINTENANCE	70095	290663	
						441.62
ARBOR DAY FOUNDATION	0010-801-6517-22750	10.00	PARKS MEMBERSHIP		290664	
						10.00
ARGIL BLDG. MATERIAL CO.	0010-801-4202-22400	250.86	CONCRETE	70089	290665	
	0010-801-4202-22400	245.23	CONCRETE	70089	290665	
						496.09
ARROYO BACKGROUND INVESTIGATIONS, I	0010-801-3104-31950	1,497.88	BACKGROUND INVESTIGATIONS		290666	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 12/19/2012

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,497.88
ATHENS SERVICES	0043-801-4208-41200	404,439.06	REFUSE COLLECTION		290667	
						404,439.06
B & K ELECTRIC WHOLESALE	0010-801-4202-22400	12.29	WATER ELECTRICAL SUPPLIES	70141	290668	
	0010-801-4202-22400	226.36	WATER ELECTRICAL SUPPLIES	70141	290668	
						238.65
B W GRAPHICS	0010-801-3101-22750	36.98	BUSINESS CARDS-W.ESTRADA		290669	
	0010-801-3103-39250	36.98	BUSINESS CARDS-D.SALAZAR		290669	
	0010-801-3104-39250	34.80	BUSINESS CARDS-G.ALVAREZ		290669	
	0010-801-6001-39250	32.62	BUSINESS CARDS-N.ARVIZU		290669	
						141.38
BADGE BEHAVIOR	0132-801-3101-33300	452.44	POLICE TRAINING		290670	
						452.44
BAKER & TAYLOR INC	0010-801-6002-40000	16.49	BOOK(S) 1		290671	
	0010-801-6002-40000	21.57	BOOK(S) 1		290671	
	0010-801-6002-40000	40.93	BOOK(S) 1		290671	
	0010-801-6002-40000	265.12	BOOK(S) 16		290671	
	0010-801-6002-40000	220.85	BOOK(S) 8		290671	
	0010-801-6002-40000	44.87	BOOK(S) 2		290671	
	0010-801-6002-40000	87.86	BOOK(S) 5		290671	
	0131-801-6006-40000	68.56	BOOK(S) 3		290671	
	0131-801-6006-40000	15.22	BOOK(S) 1		290671	
	0131-801-6006-40000	47.55	BOOK(S) 3		290671	
	0131-801-6006-40000	19.32	BOOK(S) 1		290671	
	0131-801-6006-40000	33.37	BOOK(S) 2		290671	
	0131-801-6006-40000	782.44	BOOK(S) 49		290671	
	0010-801-6006-40000	5.26	BOOK(S) 2		290671	
	0131-801-6006-40000	8.37	BOOK(S) 2		290671	
	0131-801-6006-40000	20.86	BOOK(S) 1		290671	

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BAKER & TAYLOR INC	0131-801-6006-40000	38.71	BOOK(S) 2		290671	
	0131-801-6006-40000	20.60	BOOK(S) 5		290671	
	0131-801-6006-40000	15.22	BOOK(S) 1		290671	
						1,773.17
BOOK OUTREACH	0010-701-0010-02010	75.00	REFUND BUSINESS LICENSE		290672	
						75.00
CALIFORNIA CONSULTING, LLC	0075-450-0075-08915	48.15	CONSULTING SERVICES (TRUST)		290673	
						48.15
CALIFORNIA DEPT OF PUBLIC HEALTH	0092-801-4222-41100	68.78	WATER-SYSTEM FEES		290674	
	0093-801-4226-41100	546.87	WATER-SYSTEM FEES		290674	
	0093-801-4227-41100	1,907.26	WATER-SYSTEM FEES		290674	
	0093-801-4229-41100	2,108.27	WATER-SYSTEM FEES		290674	
	0093-801-4230-41100	1,907.26	WATER-SYSTEM FEES		290674	
	0093-801-4231-41100	3,144.02	WATER-SYSTEM FEES		290674	
	0093-801-4232-41100	546.87	WATER-SYSTEM FEES		290674	
						10,229.33
CHARLIES TIRE RECYCLING	0060-801-4211-31950	101.50	FLEET TIRE RECYCLING		290675	
						101.50
RYAN CHIEN	0010-701-0010-03630	53.00	REFUND PARKING CITATION		290676	
						53.00
CITY OF CERRITOS	0010-701-0010-01010	939.11	PTAF LITIGATION ADMIN FEE		290677	
						939.11
CITY OF MONTEREY PARK	0880-701-0880-05452	20.21	UTILITY 371 E. POMONA		290678	
	0152-701-0152-05452	316.70	UTILITY 371 E. POMONA		290678	
						336.91
COBRA FIRE PROTECTION	0010-801-4210-38400	254.17	FIRE EXTINGUISHERS MAINTENANCE	70097	290679	
	0010-801-4210-38100	204.93	FIRE EXTINGUISHERS MAINTENANCE	70097	290679	
	0010-801-3210-38400	89.38	FIRE EXTINGUISHERS MAINTENANCE		290679	
	0010-801-3210-38400	60.00	FIRE EXTINGUISHERS MAINTENANCE		290679	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
COBRA FIRE PROTECTION	0010-801-3210-38400	114.38	FIRE EXTINGUISHERS MAINTENANCE		290679	
	0010-801-3210-38400	322.62	FIRE EXTINGUISHERS MAINTENANCE		290679	
	0092-801-4222-22750	256.25	FIRE EXTINGUISHERS MAINTENANCE	70097	290679	
						1,301.73
COMPLETE LANDSCAPE CARE, INC.	0075-450-0075-08895	2,925.00	MEDIAN MAINTENANCE (TRUST)	70361	290680	
	0075-450-0075-08895	3,977.00	IRRIGATION REPAIR/SVC (TRUST)	70360	290680	
	0010-801-6516-31190	4,950.00	MEDIAN MAINTENANCE	70363	290680	
						11,852.00
COPY QUEST INC	0062-801-5101-35650	111.33	CLAIM EXPENSE		290681	
	0062-801-5101-35650	84.75	CLAIM EXPENSE		290681	
	0062-801-5101-35650	126.46	CLAIM EXPENSE		290681	
						322.54
COUNTY OF LOS ANGELES	0075-450-0075-08400	380.00	SENIOR PET LICENSE (TRUST)		290682	
						380.00
DAILY JOURNAL CORPORATION	0010-801-1301-34050	134.40	LEGAL NOTICE	70069	290683	
	0010-801-1301-31750	82.50	LEGAL NOTICE	70069	290683	
	0010-801-1301-31750	488.18	LEGAL NOTICE	70069	290683	
	0010-801-1301-34050	197.40	LEGAL NOTICE	70069	290683	
						902.48
DATA WEST CORPORATION	0092-801-4221-38400	599.00	SYSTEM SUPPORT	70259	290684	
	0092-801-4223-38400	451.00	SYSTEM SUPPORT	70259	290684	
						1,050.00
DELL MARKETING LP	0043-850-1404-38400	1,266.68	COMPUTER		290685	
						1,266.68
DEMCO INC.	0163-801-6005-22750	182.39	LIBRARY SUPPLIES		290686	
	0163-801-6005-22750	54.67	LIBRARY SUPPLIES		290686	
						237.06
DEPARTMENT OF JUSTICE	0010-701-0010-03700	64.00	FINGERPRINT PROCESSING	70260	290687	
						64.00

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
E.R.S. SECURITY ALARM SYSTEMS,	0010-801-6001-38100	135.00	LIBRARY SECURITY SYSTEM		290688	
						135.00
EMPIRE CLEANING SUPPLY	0010-801-3210-22150	1,104.99	JANITORIAL SUPPLIES	70194	290689	
	0010-801-3210-22150	393.69	JANITORIAL SUPPLIES	70194	290689	
	0010-801-6001-22150	216.81	JANITORIAL SUPPLIES		290689	
	0010-801-6001-22150	18.71	JANITORIAL SUPPLIES		290689	
	0010-801-6505-22150	302.76	JANITORIAL SUPPLIES	70231	290689	
	0178-801-6505-22150	765.64	JANITORIAL SUPPLIES	70231	290689	
						2,802.60
EUROFINS EATON ANALYTICAL, INC.	0093-801-4226-31950	420.00	WATER ANALYSIS		290690	
						420.00
EWING IRRIGATION PRODUCTS,INC.	0092-801-4223-23300	76.44	IRRIGATION SUPPLIES		290691	
						76.44
FLINT STRATEGIES	0166-801-4201-39300	833.00	CONSULTATION 710 FWY		290692	
						833.00
FORD OF MONTEBELLO	0060-801-4211-38400	89.95	REPAIR UNIT 982	70019	290693	
	0060-801-4211-23500	410.88	REPAIR UNIT 011	70019	290693	
	0092-801-4222-38400	69.60	REPAIR UNIT 008		290693	
						570.43
FOUR SEASONS CONSTRUCTION	0152-701-0152-05451	100.44	REPAIR 325 E.POMONA		290694	
	0880-701-0880-05451	147.56	REPAIR 325 E.POMONA		290694	
						248.00
FRED PRYOR SEMINARS	0060-801-4211-39400	99.00	FLEET TRAINING		290695	
						99.00
THE GALE GROUP	0131-801-6006-40000	218.72	BOOK(S) 1		290696	
	0163-801-6005-22750	1,000.00	LIBRARY DATABASE SUBSCRIPTION		290696	
						1,218.72
GALLADE CHEMICAL, INC.	0092-801-4222-23300	905.89	WATER CHEMICAL	70368	290697	
						905.89

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AARON GARCIA	0010-701-0010-07050	102.00	REFUND PICNIC RESERVATION		290698	
						102.00
GOLDEN STATE WATER COMPANY	0092-801-4222-36300	66.04	WATER SERVICE		290699	
						66.04
GOVCONNECTION INC	0063-850-5002-99055	1,048.22	NETWORK EQUIPMENT UPGRADE		290700	
	0063-850-5002-99055	9.87	NETWORK EQUIPMENT UPGRADE		290700	
	0092-801-1406-24150	162.99	PRINTER SUPPLIES		290700	
	0092-801-4221-24150	216.28	PRINTER SUPPLIES		290700	
						1,437.36
GRAINGER	0092-801-4222-23400	72.96	WATER SUPPLIES	70129	290701	
	0092-801-4222-23400	129.99	WATER SUPPLIES	70129	290701	
	0092-801-4222-23400	113.54-	WATER SUPPLIES-CREDIT	70129	290701	
	0092-801-4222-23400	116.75	WATER SUPPLIES	70129	290701	
	0092-801-4222-23400	34.50	WATER SUPPLIES	70129	290701	
	0092-801-4222-23400	800.29	WATER SUPPLIES	70129	290701	
	0092-801-4222-23400	153.84	WATER SUPPLIES	70129	290701	
	0092-801-4222-23400	101.25	WATER SUPPLIES	70129	290701	
	0092-801-4222-23400	7.19	WATER SUPPLIES	70129	290701	
	0092-801-4222-23400	231.17	WATER SUPPLIES	70129	290701	
						1,534.40
HAAKER EQUIPMENT COMPANY	0060-801-4211-23500	140.43	FLEET PARTS UNIT 906		290702	
						140.43
BARBARA HAMER	0010-801-6505-23910	271.86	REIMBURSE SUPPLIES		290703	
						271.86
HANSON AGGREGATES	0110-801-4202-23600	1,085.84	STREET SUPPLIES	70090	290704	
						1,085.84
HAROLD'S KEY SHOP, INC.	0010-801-6502-38100	27.19	KEY/LOCK SERVICES		290705	
						27.19
HARRINGTON INDUSTRIAL PLASTICS	0092-801-4222-23700	389.16	PLUMBING SUPPLIES	70137	290706	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HARRINGTON INDUSTRIAL PLASTICS	0092-801-4222-23700	112.97	PLUMBING SUPPLIES	70137	290706	
						502.13
JILLIAN HERBERT	0010-801-1801-39400	800.00	REIMBURSE TUITION		290707	
						800.00
HOGLE-IRELAND INC	0010-450-1701-02530	1,891.65	HOUSING ELEMENT	70245	290708	
	0010-450-1701-02530	2,796.15	HOUSING ELEMENT	70245	290708	
						4,687.80
HOME DEPOT CREDIT SERVICES	0092-801-4210-23050	60.86	HARDWARE SUPPLIES	70085	290709	
	0010-801-3210-38400	41.34	HARDWARE SUPPLIES	70176	290709	
	0010-801-3210-38400	18.54-	HARDWARE SUPPLIES-CREDIT	70176	290709	
	0092-801-4222-24100	188.50	HARDWARE SUPPLIES	70131	290709	
	0010-801-4202-22400	112.09	HARDWARE SUPPLIES	70085	290709	
	0075-450-0075-08981	127.37	PLANTS (TRUST)		290709	
	0092-801-4210-23050	24.64	HARDWARE SUPPLIES	70085	290709	
	0092-801-4210-23050	134.58	HARDWARE SUPPLIES	70085	290709	
	0075-450-0075-08981	43.28	HARDWARE SUPPLIES (TRUST)		290709	
	0010-801-6517-23050	135.19	HARDWARE SUPPLIES	70251	290709	
						849.31
HOMEBOY SILK SCREEN	0010-801-6503-22300	826.61	RECREATION STAFF T-SHIRTS		290710	
						826.61
HOUSING RIGHTS CENTER	0169-801-2201-41200	1,563.68	FAIR HOUSING	70403	290711	
						1,563.68
HOWARD'S, INC.	0010-801-3113-38400	274.69	FIRE REPAIR EQUIPMENT		290712	
	0010-801-6517-22750	751.45	PARKS TELEVISION	70436	290712	
						1,026.14
INDUSTRIAL PIPE & STEEL	0092-801-4222-23400	11.35	WATER SUPPLIES		290713	
						11.35
MITCHELL ING	0010-801-1101-11100	80.00	MAYOR'S EXPENSES		290714	
	0092-801-1101-11100	60.00	MAYOR'S EXPENSES		290714	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MITCHELL ING	0043-801-1101-11100	60.00	MAYOR'S EXPENSES		290714	
						200.00
INTER VALLEY POOL SUPPLY	0010-801-6503-23050	607.37	POOL CHEMICAL	70315	290715	
	0010-801-6503-23050	760.71	POOL CHEMICAL	70315	290715	
	0010-801-6503-23050	234.61	POOL CHEMICAL	70315	290715	
						1,602.69
INTERSTATE BATTERY SYSTEMS OF	0092-801-4223-23400	46.71	FLEET BATTERIES		290716	
						46.71
MARK ISHIDA	0159-801-6507-31920	379.50	INSTRUCTOR-RECREATION CLASS		290717	
						379.50
JENKINS & HOGIN, LLP	0880-801-1204-31600	125.00	LEGAL-HOUSING PROGRAM		290718	
	0880-801-1204-31600	225.00	LEGAL-HOUSING PROGRAM		290718	
	0010-450-1701-02530	84.00	LEGAL-ZONING UPDATE		290718	
	0010-801-1601-31600	15,000.00	LEGAL-GENERAL SERVICE		290718	
	0010-801-1601-31600	1,314.34	LEGAL-GENERAL LITIGATION		290718	
	0010-801-1601-31600	1,822.50	LEGAL-CHAN		290718	
	0075-450-0075-09204	5,950.00	LEGAL-MARKET PLACE (TRUST)		290718	
	0075-450-0075-09201	275.00	LEGAL-TOWNE CENTER (TRUST)		290718	
	0093-801-4226-31600	74.64	LEGAL-SEMOU		290718	
	0093-801-4227-31600	74.64	LEGAL-SEMOU		290718	
	0093-801-4228-31600	74.64	LEGAL-SEMOU		290718	
	0093-801-4229-31600	74.64	LEGAL-SEMOU		290718	
	0093-801-4230-31600	74.64	LEGAL-SEMOU		290718	
	0093-801-4231-31600	74.65	LEGAL-SEMOU		290718	
	0093-801-4232-31600	74.65	LEGAL-SEMOU		290718	
						25,318.34
JWA URBAN CONSULTANTS INC	0880-801-1204-31950	4,592.00	HOUSING CONSULTING SERVICES	70408	290719	
						4,592.00
RICHARD KAGEYAMA	0159-801-6507-31920	290.25	INSTRUCTOR-RECREATION CLASS		290720	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						290.25
KNIGHT COMMUNICATIONS INC	0010-801-1301-38400	401.75	SYSTEM MANAGEMENT SERVICE	70000	290721	
	0010-801-1404-38400	336.75	SYSTEM MANAGEMENT SERVICE	70000	290721	
	0043-801-1404-38400	333.33	SYSTEM MANAGEMENT SERVICE	70000	290721	
	0092-801-1404-38400	176.83	SYSTEM MANAGEMENT SERVICE	70000	290721	
	0010-801-1701-38400	333.33	SYSTEM MANAGEMENT SERVICE	70000	290721	
	0010-801-1702-38400	333.33	SYSTEM MANAGEMENT SERVICE	70000	290721	
	0010-801-1703-38400	333.33	SYSTEM MANAGEMENT SERVICE	70000	290721	
	0010-801-1801-38400	625.00	SYSTEM MANAGEMENT SERVICE	70000	290721	
	0010-801-3115-38400	1,083.33	SYSTEM MANAGEMENT SERVICE	70000	290721	
	0010-801-3201-38400	750.00	SYSTEM MANAGEMENT SERVICE	70000	290721	
	0022-801-4202-38400	375.00	SYSTEM MANAGEMENT SERVICE	70000	290721	
	0092-801-4210-38400	294.58	SYSTEM MANAGEMENT SERVICE	70000	290721	
	0060-801-4211-38400	1,666.67	SYSTEM MANAGEMENT SERVICE	70000	290721	
	0043-801-4212-38400	375.00	SYSTEM MANAGEMENT SERVICE	70000	290721	
	0092-801-4220-38400	1,500.00	SYSTEM MANAGEMENT SERVICE	70000	290721	
	0131-801-6001-38400	666.67	SYSTEM MANAGEMENT SERVICE	70000	290721	
	0010-801-6502-38400	916.67	SYSTEM MANAGEMENT SERVICE	70000	290721	
						10,501.57
KNOWLES-MCNIFF	0010-801-1404-31700	845.83	FINANCE SOFTWARE MAINTENANCE	70001	290722	
	0043-801-1404-31700	4,222.17	FINANCE SOFTWARE MAINTENANCE	70001	290722	
	0092-801-1404-31700	4,520.83	FINANCE SOFTWARE MAINTENANCE	70001	290722	
	0010-801-3115-31700	716.67	FINANCE SOFTWARE MAINTENANCE	70001	290722	
	0010-801-3220-31700	250.00	FINANCE SOFTWARE MAINTENANCE	70001	290722	
	0092-801-4221-31700	1,184.17	FINANCE SOFTWARE MAINTENANCE	70001	290722	
	0093-801-4226-31700	253.75	FINANCE SOFTWARE MAINTENANCE	70001	290722	
	0093-801-4227-31700	296.08	FINANCE SOFTWARE MAINTENANCE	70001	290722	
	0093-801-4228-31700	253.75	FINANCE SOFTWARE MAINTENANCE	70001	290722	
	0093-801-4229-31700	236.83	FINANCE SOFTWARE MAINTENANCE	70001	290722	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNOWLES-MCNIFF	0093-801-4231-31700	304.50	FINANCE SOFTWARE MAINTENANCE	70001	290722	
	0093-801-4232-31700	253.75	FINANCE SOFTWARE MAINTENANCE	70001	290722	
	0010-801-6001-31700	961.67	FINANCE SOFTWARE MAINTENANCE	70001	290722	
						14,300.00
L N CURTIS & SONS	0010-801-3210-24100	711.62	FIRE SUPPLIES	70180	290723	
						711.62
LAWN MOWER CORNER/KNG POWER EQUIPMI	0060-801-4211-38400	115.00	FLEET SUPPLIES UNIT P162, P100	70029	290724	
						115.00
LIEBERT CASSIDY WHITMORE	0010-801-1601-31600	1,181.34	LEGAL-GENERAL		290725	
	0010-801-1601-31600	1,143.00	LEGAL-P.KIM		290725	
	0010-801-1601-31600	18,113.33	LEGAL-ORCHARD		290725	
	0010-801-1601-31600	6,480.53	LEGAL-PITCHESS MOTIONS		290725	
	0010-801-1601-31600	291.00	LEGAL-E.VARGAS		290725	
	0010-801-1601-31600	510.00	LEGAL-A.BARRERA		290725	
	0010-801-1601-31600	1,284.00	LEGAL-S.KELLEY		290725	
						29,003.20
LIFE SAFETY CONSULTING & ENGINEERIN	0010-701-0010-06330	1,050.00	FIRE PLAN CHECK	70182	290726	
	0010-701-0010-06330	1,612.50	FIRE PLAN CHECK	70182	290726	
						2,662.50
LIFE-ASSIST INC	0010-801-3220-24200	928.74	FIRE MEDICAL SUPPLIES	70197	290727	
	0010-801-3220-24200	159.27	FIRE MEDICAL SUPPLIES	70197	290727	
	0010-801-3220-24200	268.13	FIRE MEDICAL SUPPLIES	70197	290727	
						1,356.14
IN CHEN LIN	0010-701-0010-03630	53.00	REFUND PARKING CITATION		290728	
						53.00
LOS ANGELES COUNTY DEPT. OF	0010-701-0010-06850	3,471.49	INDUSTRIAL WASTE INSPECTION		290729	
	0010-701-0010-06850	1,308.17	INDUSTRIAL WASTE PERMIT		290729	
						4,779.66
LOS ANGELES COUNTY SHERIFF'S DEPAR]	0010-801-3113-22600	972.92	PRISONER MEALS	70207	290730	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						972.92
LU'S LIGHTHOUSE, INC.	0060-801-3210-38400	54.48	FIRE SUPPLIES		290731	
						54.48
MAGIC TOUCH CAR WASH	0060-801-4211-38400	126.00	CAR WASH	70007	290732	
						126.00
MANNING & KASS, ELLROD, RAMIREZ, TI	0062-801-5101-31600	15,342.00	CLAIM SERVICES-S.RODRIGUEZ		290733	
	0062-801-5101-31600	1,243.75	CLAIM SERVICES-S.RODRIGUEZ		290733	
						16,585.75
MARIPOSA LANDSCAPES, INC	0092-801-4222-38500	2,000.00	LANDSCAPING MAINTENANCE	70121	290734	
	0092-801-4222-38500	520.00	LANDSCAPING MAINTENANCE		290734	
	0092-801-4222-38500	578.00	LANDSCAPING MAINTENANCE		290734	
	0092-801-4222-38500	130.00	LANDSCAPING MAINTENANCE		290734	
						3,228.00
MARSH RISK & INSURANCE SVC.	0010-801-1802-35200	171.25	AUTO PHYSICAL DAMAGE POLICY		290735	
	0092-801-1802-35200	513.75	AUTO PHYSICAL DAMAGE POLICY		290735	
						685.00
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23700	76.17	WATER SUPPLIES	70122	290736	
	0092-801-4222-23700	108.91	WATER SUPPLIES	70122	290736	
	0092-801-4222-23400	29.51	WATER SUPPLIES	70122	290736	
	0092-801-4222-23400	51.41	WATER SUPPLIES	70122	290736	
	0092-801-4222-23400	6.33	WATER SUPPLIES	70122	290736	
	0092-801-4222-23400	73.79	WATER SUPPLIES	70122	290736	
	0092-801-4222-23400	68.88	WATER SUPPLIES	70122	290736	
	0092-801-4222-23700	330.66	WATER SUPPLIES	70122	290736	
	0092-801-4222-23700	145.97	WATER SUPPLIES	70122	290736	
	0092-801-4222-23700	262.56	WATER SUPPLIES	70122	290736	
	0092-801-4222-23700	236.34	WATER SUPPLIES	70122	290736	
	0092-801-4222-23700	51.74	WATER SUPPLIES	70122	290736	
	0092-801-4222-23700	223.99-	WATER SUPPLIES-CREDIT	70122	290736	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23700	56.37-	WATER SUPPLIES-CREDIT	70122	290736	
	0092-801-4222-24150	67.38	WATER SUPPLIES	70122	290736	
	0092-801-4222-23700	58.95	WATER SUPPLIES	70122	290736	
	0092-801-4222-23700	19.12	WATER SUPPLIES	70122	290736	
	0092-801-4222-23700	17.30	WATER SUPPLIES	70122	290736	
	0092-801-4222-23400	156.59	WATER SUPPLIES	70122	290736	
	0092-801-4222-23400	56.85-	WATER SUPPLIES-CREDIT	70122	290736	
						1,424.40
MIDORI LANDSCAPE INC	0344-801-5002-99290	2,790.00	LANDSCAPING MAINTENANCE	70274	290737	
						2,790.00
MIDWEST TAPE	0010-801-6002-40000	14.99	DVD(S) 1		290738	
	0010-801-6002-40000	39.99	DVD(S) 1		290738	
						54.98
MISSION FENCE & PATIO BUILDERS	0092-801-4222-38100	298.50	WATER REPAIR GATE		290739	
						298.50
MISSION SUPER HARDWARE	0010-801-3210-23500	14.65	HARDWARE SUPPLIES	70196	290740	
	0010-801-6517-23050	16.53	HARDWARE SUPPLIES	70253	290740	
	0010-801-6517-23050	8.40	HARDWARE SUPPLIES	70253	290740	
	0010-801-6517-23050	47.21	HARDWARE SUPPLIES	70253	290740	
	0010-801-6517-23050	4.86	HARDWARE SUPPLIES	70253	290740	
	0010-801-6517-23050	4.31	HARDWARE SUPPLIES	70253	290740	
	0075-450-0075-08981	52.69	HARDWARE SUPPLIES (TRUST)		290740	
						148.65
MONJARAS & WISMEYER GROUP INC	0010-801-1801-39550	1,060.30	PROFESSIONAL ANALYSIS		290741	
						1,060.30
MONTEREY CAR WASH INC	0060-801-4211-38400	488.00	CAR WASHES	70006	290742	
						488.00
MR. ROOTER PLUMBING (DBA)	0042-801-4204-31950	1,480.00	PLUMBING SERVICES		290743	
	0092-801-4210-38100	205.56	PLUMBING SERVICES	70376	290743	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MR. ROOTER PLUMBING (DBA)	0092-801-4210-38100	750.00	PLUMBING SERVICES	70376	290743	
						2,435.56
N T T AMERICA INC	0010-701-0010-02010	75.00	REFUND BUSINESS LICENSE		290744	
						75.00
NATIONAL CODE SERVICES ASSOCIATION,	0010-801-3205-39400	50.00	FIRE CERTIFICATION UPDATE		290745	
						50.00
NAVARRO'S TOWING	0160-801-4211-54050	150.00	TOWING SERVICES		290746	
						150.00
NEW CENTURY BMW MOTORCYCLES	0060-801-4211-38400	219.15	FLEET PARTS UNIT 048	70040	290747	
	0060-801-4211-23500	735.35	FLEET PARTS	70040	290747	
						954.50
NFPA INTERNATIONAL	0010-801-3205-39300	165.00	FIRE NFPA MEMBERSHIP		290748	
						165.00
OCE FINANCIAL SERVICES INC.	0092-801-4209-37500	501.71	COPY MACHINE RENTAL	70243	290749	
	0092-801-4209-37500	194.96	COPY MACHINE RENTAL		290749	
	0010-801-6502-39250	887.55	COPY MACHINE RENTAL		290749	
	0010-801-6502-39250	85.90	COPY MACHINE RENTAL		290749	
						1,670.12
OCE IMAGISTICS INC	0010-801-1101-39250	111.96	COPIER SUPPLIES		290750	
						111.96
OFFICE DEPOT INC.	0092-801-4222-21350	443.29	OFFICE SUPPLIES	70123	290751	
	0010-801-1101-21350	330.51	OFFICE SUPPLIES		290751	
	0010-801-1101-21350	61.50	OFFICE SUPPLIES		290751	
	0010-801-1101-21350	82.91	OFFICE SUPPLIES		290751	
	0092-801-4221-24100	77.48	OFFICE SUPPLIES	70123	290751	
	0092-801-4223-24100	77.48	OFFICE SUPPLIES	70123	290751	
	0043-801-4212-21250	9.16	OFFICE SUPPLIES	70330	290751	
	0043-801-4212-21250	90.11	OFFICE SUPPLIES	70330	290751	
	0043-801-4212-21250	334.43	OFFICE SUPPLIES	70330	290751	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0010-801-3201-21250	125.01	OFFICE SUPPLIES	70195	290751	
	0010-801-3201-21200	69.48	OFFICE SUPPLIES	70195	290751	
	0010-801-3210-21250	252.97	OFFICE SUPPLIES	70195	290751	
	0060-801-4211-21350	28.00	OFFICE SUPPLIES	70042	290751	
	0060-801-4211-21350	175.00	OFFICE SUPPLIES	70042	290751	
	0010-801-1406-21250	78.56	OFFICE SUPPLIES		290751	
	0010-801-6517-21350	78.56	OFFICE SUPPLIES		290751	
	0010-801-1801-21250	78.56	OFFICE SUPPLIES		290751	
	0010-801-1406-21250	189.97	OFFICE SUPPLIES		290751	
	0010-801-3104-38400	130.48	OFFICE SUPPLIES		290751	
	0010-801-3104-38400	65.24	OFFICE SUPPLIES		290751	
	0010-801-6006-22450	79.50	OFFICE SUPPLIES		290751	
	0176-801-6516-21350	110.89	OFFICE SUPPLIES	70294	290751	
	0010-801-6502-38250	68.01	OFFICE SUPPLIES	70247	290751	
	0010-801-6502-38250	7.83	OFFICE SUPPLIES	70247	290751	
	0010-801-6502-38250	31.54	OFFICE SUPPLIES	70247	290751	
	0010-801-6502-38250	146.32	OFFICE SUPPLIES	70247	290751	
	0010-801-6502-38250	39.40	OFFICE SUPPLIES	70247	290751	
						3,262.19
OFFICE SOLUTIONS	0010-801-1101-21350	75.36	OFFICE SUPPLIES		290752	
	0010-801-1101-21350	70.34	OFFICE SUPPLIES		290752	
	0010-801-3205-21250	39.58	OFFICE SUPPLIES		290752	
	0010-801-1701-21300	39.59	OFFICE SUPPLIES		290752	
	0010-801-1702-21300	39.59	OFFICE SUPPLIES		290752	
	0010-801-1703-21300	39.58	OFFICE SUPPLIES		290752	
	0010-801-1701-21250	5.76	OFFICE SUPPLIES		290752	
	0010-801-1701-21300	39.59	OFFICE SUPPLIES		290752	
	0010-801-1702-21300	39.59	OFFICE SUPPLIES		290752	
	0010-801-1703-21300	39.58	OFFICE SUPPLIES		290752	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE SOLUTIONS	0010-801-3205-21250	39.58	OFFICE SUPPLIES		290752	
	0010-801-1403-21350	516.74	OFFICE SUPPLIES	70002	290752	
	0010-801-3205-21250	8.88	OFFICE SUPPLIES		290752	
	0010-801-3205-21250	26.65	OFFICE SUPPLIES		290752	
	0010-801-1301-21350	15.88	OFFICE SUPPLIES		290752	
	0010-801-1301-21350	15.88	OFFICE SUPPLIES		290752	
	0010-801-1301-21350	15.88-	OFFICE SUPPLIES-CREDIT		290752	
	0010-801-3205-21350	42.65	OFFICE SUPPLIES		290752	
	0010-801-1701-21250	54.74	OFFICE SUPPLIES		290752	
	0010-801-1702-21250	24.34	OFFICE SUPPLIES		290752	
	0010-801-1407-21350	69.68	OFFICE SUPPLIES	70261	290752	
	0010-801-1407-22750	31.65	OFFICE SUPPLIES	70261	290752	
	0010-801-1407-22750	74.22	OFFICE SUPPLIES	70261	290752	
	0010-801-1407-22750	11.81	OFFICE SUPPLIES	70261	290752	
	0010-801-1407-21350	5.02-	OFFICE SUPPLIES-CREDIT	70261	290752	
						1,340.36
PARKHOUSE TIRE, INC.	0060-801-3210-38400	4,872.55	FIRE TIRES	70433	290753	
	0060-801-4211-23500	1,010.93	FLEET TIRES	70044	290753	
						5,883.48
PIRTEK COMMERCE SOUTH (DBA)	0060-801-4211-38400	65.28	FLEET PARTS	70046	290754	
						65.28
PLUMBERS DEPOT INC	0092-801-4210-38100	233.13	BUILDING MAINT SUPPLIES	70109	290755	
						233.13
PROGRESS PRINTERS	0060-250-8701-21250	609.00	REGULAR ENVELOPES	70382	290756	
	0060-250-8701-21250	652.50	REGULAR ENVELOPES	70382	290756	
	0010-801-1301-22670	506.23	CERTIFICATES		290756	
	0010-801-1301-22670	969.18	CERTIFICATES COVERS		290756	
						2,736.91
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22300	32.33	FLEET UNIFORMS	70047	290757	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22300	32.33	FLEET UNIFORMS	70047	290757	
	0060-801-4211-22300	6.26-	FLEET UNIFORMS	70047	290757	
	0060-801-4211-22150	26.64	FLEET SHOP RAGS	70047	290757	
	0010-801-3210-22150	18.64	FLEET SHOP RAGS	70047	290757	
	0060-801-4211-22150	26.64	FLEET SHOP RAGS	70047	290757	
	0010-801-3210-22150	18.64	FLEET SHOP RAGS	70047	290757	
						148.96
QUALITY CODE PUBLISHING LLC	0010-801-1301-39250	800.44	CITY CLERK MUNICIPAL CODE	70256	290758	
						800.44
QUILL CORPORATION	0010-801-1101-21350	3.22	OFFICE SUPPLIES		290759	
	0010-801-1101-21350	7.62	OFFICE SUPPLIES		290759	
						10.84
R C FOSTER CORPORATION	0093-801-4227-23300	7,131.26	WATER FILTER CARTRIDGES	70139	290760	
						7,131.26
RACK IT UP INDUSTRIES, LLC	0022-801-4202-24100	150.00	STREET RACK		290761	
	0022-801-4206-24100	250.00	STREET RACK		290761	
	0042-801-4204-22750	178.62	STREET RACK		290761	
						578.62
RBF CONSULTING	0440-801-5004-99004	14,905.55	SUSTAINABLE COMMUNITY	70246	290762	
						14,905.55
RED WING SHOE STORES	0092-801-4222-22300	200.00	SAFETY BOOTS-F.FUETES	70155	290763	
	0092-801-4223-22300	199.91	SAFETY BOOTS-D.MIRELES	70155	290763	
	0092-801-4221-22300	181.89	SAFETY BOOTS	70155	290763	
						581.80
ROSEMEAD OIL PRODUCTS, INC.	0060-801-4211-22250	693.41	MOTOR OIL	70049	290764	
						693.41
ROYAL WHOLESALE ELECTRIC	0093-801-4229-23300	737.03	WATER RACK	70346	290765	
						737.03
RTI (RESEARCH TECHNOLOGY INTERNATI(	0010-801-6003-22450	168.26	LIBRARY SUPPLIES		290766	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						168.26
S C FUELS (DBA)	0060-801-4211-22250	13,502.52	FUEL 11/12	70050	290767	
	0060-801-4211-22250	14,096.00	FUEL 11/12	70050	290767	
						27,598.52
S. WARRIOR SERVICES	0060-801-4211-38400	360.00	FLEET-REPAIR UNIT 018		290768	
	0060-801-4211-38400	1,010.00	FLEET-REPAIR UNIT 896		290768	
						1,370.00
KAREN SAM	0010-701-0010-08100	129.47	REFUND DUPLICATE PAYMENT		290769	
						129.47
SAN GABRIEL VALLEY WATER CO.	0092-801-4222-36300	57.54	WATER SERVICE		290770	
						57.54
SANDE EQUIPMENT COMPANY, INC.	0010-801-4202-23950	119.63	FLEET SUPPLIES		290771	
						119.63
SUSAN SAXE-CLIFFORD, PH.D.	0010-801-1801-31900	400.00	PSYCHOLOGICAL EVALUATION		290772	
						400.00
SMARDAN SUPPLY COMPANY	0092-801-4222-23700	1,139.58	PLUMBING SUPPLIES	70124	290773	
	0092-801-4222-23700	151.52	PLUMBING SUPPLIES	70124	290773	
	0092-801-4222-23700	38.74	PLUMBING SUPPLIES	70124	290773	
						1,329.84
SMS INC	0010-801-1404-38400	3,255.32	SERVER MAINTENANCE	70428	290774	
	0043-801-1404-38400	3,255.32	SERVER MAINTENANCE	70428	290774	
	0092-801-1404-38400	3,255.32	SERVER MAINTENANCE	70428	290774	
						9,765.96
SNAP-ON INDUSTRIAL, A DIVISION OF I	0060-801-4211-38400	341.64	FLEET TOOLS	70051	290775	
	0060-801-4211-38400	115.56	FLEET TOOLS	70051	290775	
	0060-801-4211-38400	29.23	FLEET TOOLS	70051	290775	
						486.43
SOUTH COAST AIR QUALITY	0165-801-4201-39300	516.09	AQMD EMISSIONS FEES		290776	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						516.09
THE STANDARD INSURANCE CO.	0065-464	552.07	12/12-EXECUTIVE PREMIUM		290777	
						552.07
THE STANDARD	0065-464	4,593.86	LTD INSURANCE		290778	
						4,593.86
STAPLES BUSINESS ADVANTAGE	0010-801-3220-21350	10.12	OFFICE SUPPLIES		290779	
						10.12
STATUS ONE MEDICAL INC	0010-801-1802-22750	31.16	MEDICAL SUPPLIES		290780	
						31.16
STRATUS TECHNOLOGIES IRELAND, LTD	0160-801-5004-99315	3,276.00	POLICE CAD/RMS SERVER	70374	290781	
						3,276.00
TERRILL PUBLICATIONS	0043-801-6509-31880	3,549.25	12/12 CASCADES PRINTING	70380	290782	
						3,549.25
THORSON MOTOR CENTER	0060-801-4211-23500	278.70	FLEET PARTS UNIT 890		290783	
						278.70
TITO AUTO TRIM (DBA)	0060-801-4211-38400	217.88	FLEET-PARTS UNIT 982	70053	290784	
						217.88
TOM'S CLOTHING & UNIFORMS INC	0010-801-3104-22310	28.59	UNIFORMS-G.ALVAREZ	70218	290785	
	0010-801-3104-22310	94.93	UNIFORMS-F.DUKE	70218	290785	
	0010-801-3104-22310	83.19	UNIFORMS-F.DUKE	70218	290785	
	0010-801-3104-22310	71.45	UNIFORMS-J.FRESCAS	70218	290785	
	0010-801-3104-22310	144.21	UNIFORMS-M.ABASOLO	70218	290785	
	0010-801-3103-22310	139.96	UNIFORMS-D.CASTELLANO	70218	290785	
	0010-801-3103-22310	24.46	UNIFORMS-G.CRUZ	70218	290785	
	0010-801-3103-22310	89.18	UNIFORMS-G.GABRIEL	70218	290785	
	0010-801-3103-22310	81.73	UNIFORMS-W.LEON	70218	290785	
	0010-801-3112-22310	200.00	UNIFORMS-W.ESTRADA	70218	290785	
	0010-801-3210-22320	201.19	UNIFORMS-D.MARQUARDT	70187	290785	
	0010-801-3210-22310	138.11	UNIFORMS-N.MARTIN	70185	290785	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TOM'S CLOTHING & UNIFORMS INC	0010-801-3210-22310	67.47	UNIFORMS-S.GREGG	70185	290785	
						1,364.47
TRANSTECH	0010-801-1703-31950	6,110.00	COMM DEV-BUILDING INSPECTOR	70198	290786	
						6,110.00
TRAW ASSOCIATES CONSULTING	0010-450-1703-02520	5,625.00	COMM DEV CONSULTING SVC	70434	290787	
	0010-450-1703-02520	4,950.00	COMM DEV CONSULTING SVC	70434	290787	
	0010-450-1703-02520	7,875.00	COMM DEV CONSULTING SVC	70423	290787	
	0010-450-1703-02520	6,150.00	COMM DEV CONSULTING SVC	70423	290787	
						24,600.00
TURNOUT MAINTENANCE COMPANY LLC	0010-801-3210-38400	91.54	FIRE UNIFORM CLEANING/REPAIR	70188	290788	
	0010-801-3210-38400	189.46	FIRE UNIFORM CLEANING/REPAIR		290788	
						281.00
UNITED STATES POSTAL SERVICE	0043-801-6509-31880	3,400.00	POSTAGE CASCADES	70379	290789	
						3,400.00
MARICELA VASQUEZ	0010-801-6506-22750	200.00	DAY CARE SUPPLIES		290790	
						200.00
BEATRIZ VELAZQUEZ	0010-801-3101-39250	109.13	POLICE SUPPLIES		290791	
						109.13
VETERINARY HEALTHCARE CENTER	0010-801-3111-31950	100.00	K9-SUPPLIES & SERVICE		290792	
	0010-801-3111-31950	50.00	K9-SUPPLIES & SERVICE		290792	
						150.00
VIDACARE CORPORATION	0010-801-3220-22350	572.54	FIRE MEDICAL SUPPLIES		290793	
						572.54
VULCAN MATERIAL CO	0110-801-4202-23600	526.42	ASPHALT	70094	290794	
	0110-801-4202-23600	293.89	ASPHALT	70094	290794	
	0110-801-4202-23600	802.58	ASPHALT	70094	290794	
						1,622.89
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	85.19	FLEET PARTS UNIT 889	70054	290795	
	0060-801-4211-23500	128.16	FLEET PARTS UNIT 011	70054	290795	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	128.16	FLEET PARTS	70054	290795	
	0060-801-4211-23500	80.91	FLEET PARTS	70054	290795	
	0060-801-4211-23500	152.40	FLEET PARTS UNIT 980	70054	290795	
	0060-801-4211-23500	37.55	FLEET PART UNIT 242	70054	290795	
	0060-801-4211-23500	30.35	FLEET PARTS UNIT 982	70054	290795	
	0060-801-4211-23500	187.92	FLEET PARTS UNIT 014	70054	290795	
	0060-801-4211-23500	98.91	FLEET PARTS UNIT 052	70054	290795	
	0060-801-4211-23500	33.45	FLEET PARTS	70054	290795	
	0060-801-4211-23500	60.79	FLEET PARTS UNIT 052	70054	290795	
	0060-801-4211-23500	59.80	FLEET PARTS UNIT 948	70054	290795	
	0060-801-4211-23500	22.45	FLEET PARTS	70054	290795	
	0060-801-4211-23500	13.05-	FLEET PARTS-CREDIT	70054	290795	
	0060-801-4211-23500	13.05-	FLEET PARTS-CREDIT	70054	290795	
	0060-801-4211-23500	294.90-	FLEET PARTS-CREDIT	70054	290795	
	0060-801-4211-23500	13.05-	FLEET PARTS-CREDIT	70054	290795	
						771.99
WECK LABORATORIES (DBA)	0092-801-4222-31950	480.00	WATER LABORATORY SUPPLIES	70132	290796	
						480.00
WELLS FARGO FINANCIAL LEASING	0092-801-4212-37500	773.52	COPIER RENTAL	70344	290797	
	0010-801-1408-37200	390.22	COPIER RENTAL	70265	290797	
						1,163.74
WESTCO SERVICE COMPANY	0010-801-4210-38150	749.56	AIR CONDITIONING REPAIR	70116	290798	
	0010-801-4210-38150	948.41	AIR CONDITIONING REPAIR	70116	290798	
	0092-801-4210-38100	1,196.39	AIR CONDITIONING REPAIR		290798	
						2,894.36
WITTMAN ENTERPRISES	0010-801-3220-31400	6,490.00	11/12 AMBULANCE BILLING SVC.	70190	290799	
						6,490.00
WONDRIES FLEET GROUP	0060-801-4211-54050	26,328.63	FLEET UNIT 071	70401	290800	
	0060-801-4211-54050	26,328.63	FLEET UNIT 072	70401	290800	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WONDRIES FLEET GROUP	0060-801-4211-54050	26,328.63	FLEET UNIT 073	70401	290800	
	0060-801-4211-54050	26,328.63	FLEET UNIT 074	70401	290800	
	0060-801-4211-54050	26,328.63	FLEET UNIT 075	70401	290800	
	0060-801-4211-54050	26,328.63	FLEET UNIT 076	70401	290800	
	0060-801-4211-54050	26,328.63	FLEET UNIT 077	70401	290800	
						184,300.41
RICKY WONG	0159-801-6507-31920	162.90	INSTRUCTOR-RECREATION CLASS		290801	
						162.90
THOMAS WONG	0159-801-6507-31920	382.20	INSTRUCTOR-RECREATION CLASS		290802	
						382.20
XEROX CORPORATION	0010-801-6505-39250	238.22	COPIER RENTAL		290803	
	0092-801-1408-38400	1,167.06	COPIER RENTAL	70266	290803	
	0092-801-1408-37500	403.97	COPIER RENTAL	70266	290803	
	0092-801-1408-38400	2,164.71	COPIER RENTAL	70267	290803	
						3,973.96
CHAU YU YUET	0010-701-0010-03630	53.00	REFUND PARKING CITATION		290804	
						53.00
ZUMAR INDUSTRIES, INC.	0010-801-4206-23800	32.63	TRAFFIC SIGNS	70084	290805	
	0010-801-4206-23800	18.49	TRAFFIC SIGNS	70084	290805	
						51.12
	TOTAL FOR PRINTED WARRANTS					927,290.83

TOTAL FOR PREPAID WARRANTS	5,644,256.92
TOTAL FOR PRINTED WARRANTS	927,290.83
TOTAL WARRANTS	6,571,547.75
TOTAL VOID CHECKS	5
TOTAL PREPAID CHECKS	36
TOTAL CHECKS PRINTED	150
TOTAL CHECKS ISSUED	186

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 12/19/2012
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	12,722.15	144,669.84	157,391.99
0022	STATE GAS TAX FUND	601.84	775.00	1,376.84
0042	SEWER FUND	0.00	1,658.62	1,658.62
0043	REFUSE FUND	43.24	421,334.51	421,377.75
0060	CITY SHOP FUND	12.33	227,488.69	227,501.02
0062	GENERAL LIABILITY FUND	0.00	16,908.29	16,908.29
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	1,058.09	1,058.09
0065	PAYROLL CLEARING ACCOUNT	540.00	5,145.93	5,685.93
0071	PUBLIC SAFETY IMPACT FEE FUND	157.43	1,921.44	2,078.87
0075	SPECIAL DEPOSITS FUND	5,700.72	14,728.49	20,429.21
0077	BUSINESS IMPROVEMENT AREA #1	367.50	0.00	367.50
0092	WATER FUND	993.36	32,709.23	33,702.59
0093	WATER TREATMENT FUND	0.00	20,570.00	20,570.00
0109	0PA PROPOSITION A	11,517.83	316.25	11,834.08
0110	MEASURE R FUND	0.00	2,708.73	2,708.73
0131	LIBRARY TAX FUND	0.00	1,955.61	1,955.61
0132	STC STANDARDS/TRAINING/CORREC	0.00	452.44	452.44
0136	POST	500.00	0.00	500.00
0152	HOME HOUSING PROGRAM	23,285.84	417.14	23,702.98
0159	RECREATION FUND	0.00	1,214.85	1,214.85
0160	ASSET FORFEITURE	0.00	3,426.00	3,426.00
0163	CAL LIBRARY LITERACY SVC GRANT	0.00	1,237.06	1,237.06
0165	AIR QUALITY IMPROVEMENT FUND	60.00	516.09	576.09
0166	PROPOSITION C	4,323.90	833.00	5,156.90
0169	CDBG FUND	0.00	1,563.68	1,563.68
0176	MAINTENANCE DISTRICT 93-1	0.00	110.89	110.89
0178	PROP A - PER PARCEL GRANT	0.00	765.64	765.64
0342	SAFETEA-LU GRANT	46,071.32	0.00	46,071.32

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 12/19/2012
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0344	MAINTENANCE GRANT (075)	0.00	2,790.00	2,790.00
0428	CA COUNCIL FOR THE HUMANITIES	1,500.00	0.00	1,500.00
0440	SUSTAINABLE COMM PLANNING	0.00	14,905.55	14,905.55
0880	CITY/HOUSING SUCCESSOR AGENCY	5,535,859.46	5,109.77	5,540,969.23
	TOTAL	5,644,256.92	927,290.83	6,571,547.75

Consent Calendar
Agenda Item 6

Staff Report City of Monterey Park

DATE: December 19, 2012

TO: Paul Talbot, City Manager

FROM: Joseph Leon, City Treasurer

SUBJECT: Monthly Investment Report – November 2012

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

DISCUSSION

As of November 30, 2012 invested funds for the City of Monterey Park is $61,887,969.23.

RECOMMENDATION

Receive and file the monthly investment report.

By: ______________________
Joseph Leon
City Treasurer

Approved: ______________________
Paul Talbot
City Manager

CITY OF MONTEREY PARK
INVESTMENT REPORT
AS OF NOVEMBER 30, 2012

INSTITUTION NAME	PURCHASE DATE	MATURITY DATE	INTEREST RATE	% OF PORTFOLIO	AMOUNT
INVESTMENTS:					
CERTIFICATES OF DEPOSIT [2]					
AMERICAN PLUS BANK	01/11/12	01/11/13	0.65%		99,000.00
ASIAN PACIFIC NATIONAL BANK	03/02/12	03/01/13	0.90%		140,000.00
CATHAY BANK	08/14/12	08/14/13	0.80%		100,000.00
CATHAY BANK	10/07/12	10/07/13	0.80%		150,000.00
EAST WEST BANK	11/10/12	11/10/13	1.14%		250,000.00
EVERTRUST BANK	11/09/12	11/09/13	0.60%		100,000.00
EVERTRUST BANK	10/05/12	10/04/13	0.60%		150,000.00
FIRST CHOICE BANK	08/06/12	08/07/13	1.09%		240,000.00
FIRST GENERAL BANK	08/04/12	08/04/13	0.70%		200,000.00
PREFERRED BANK	06/06/12	06/06/13	0.90%		100,000.00
PREFERRED BANK	03/03/12	03/03/13	0.97%		140,000.00
TOMATO BANK, N.A.	03/04/12	03/04/13	1.14%		100,000.00
TOMATO BANK, N.A.	02/04/12	02/04/13	1.14%		140,000.00
U.S BANK	05/10/12	12/10/13	0.85%		200,000.00
AMERICAN EXP CENTURION BANK	12/01/11	06/10/13	0.95%		240,000.00
BARCLAYS BANK	12/01/11	12/09/13	0.90%		240,000.00
BANK OF CHINA	12/01/11	06/07/13	0.80%		240,000.00
CIT BANK	12/01/11	12/16/13	1.05%		240,000.00
GE CAPITAL RETAIL BANK	12/01/11	09/09/13	1.00%		240,000.00
GOLDMAN SACHS BANK USA	12/01/11	06/07/13	0.85%		240,000.00
SAFRA NATIONAL BANK	12/08/11	12/16/13	0.80%		240,000.00
SALLIE MAE BANK	12/08/11	12/16/13	0.90%		240,000.00
TOTAL CDs (22)				6.51%	4,029,000.00
LOCAL AGENCY INVESTMENT FUND:					
LAIF - CITY					
LAIF - PUBLIC FINANCING AUTHORITY		ON DEMAND	0.320%		41,731,693.70
		ON DEMAND	0.320%		16,127,275.53
TOTAL LAIF				93.49%	57,858,969.23
TOTAL INVESTMENTS				100.00%	$ 61,887,969.23
BANK BALANCE [1]:					$ 10,763,667.17
AVERAGE MATURITY DAYS					17
AVERAGE INTEREST RATE FOR THE MONTH					0.358%

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

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 7

DATE: December 19, 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:

- November 7, 2012 (Regular)
- November 21, 2012 (Special Meeting 5:30 p.m.)
- November 21, 2012 (Regular)

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Council approved the minutes.

By: David M. Barron

David M. Barron
City Clerk (E)

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
NOVEMBER 7, 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, November 7, 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 7:02 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, 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, Financial Services Manager Yaung, City Librarian Arvizu, Acting Economic Development Specialist Ramirez

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

Discussion: City Manager Talbot informed the council and the residents that: (1) the Monterey Park Library Board of Trustees and the City of Monterey Park welcomed and congratulated Norma Arvizu as the newly appointed City Librarian and (2) he announced the resignation of the city's Director of Community Development Jim Basham and thanked him for his service to the City of Monterey Park.

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS
None.

<u>SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NOS. 1-2</u>

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.

   See Successor Agency minutes.

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.

   See Successor Agency minutes.

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

<u>HOUSING SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NOS. 3-4</u>

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.

   See Housing Successor Agency minutes.

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.

   See Housing Successor Agency minutes.

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

PRESENTATION: None.

<u>CONSENT CALENDAR CONSISTS OF ITEMS 5-7</u>
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 - 7 except for Item Nos. 5 and 7, which was 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.

This item was pulled for separate discussion and motion taken after Item No. 7.

Action Taken: The City Council approved payment of warrants and adopted **Resolution No. 11534** allowing certain claims and demands per Warrant Register dated **November 7, 2012 Totaling $1,304,271.38** and specifying the funds out of which the same are to be paid.

Resolution No. 11534, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **November 7, 2012 Totaling $1,304,271.38** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

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

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.

Action Taken: The City Council approved the minutes from the regular meetings of October 3, 2012 and October 17, 2012 and the Special Meeting of October 3, 2012 on Consent Calendar.

7. **ADOPT RESOLUTION NO. 11533 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.

This item was pulled for separate discussion.

Action Taken: The City Council adopted **Resolution No. 11533** supporting the completion of the 710 Freeway.

Resolution No. 11533, entitled:
RESOLUTION OF THE CITY OF MONTEREY PARK SUPPORTING THE COMPLETION OF THE 710 FREEWAY

Motion: Moved by Council Member Wong 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:	None
Abstain:	Council Members:	None

ORAL AND WRITTEN COMMUNICATIONS

- Rita Miller spoke of the Cascade Newspaper survey and recommended that a printed circular continue for interested subscribers at a fixed fee.

- Nancy Arcuri expressed her concerns of a petition to be circulated to the residents on overturning Measure J and transferring the city's fire services to Los Angeles County.

- Lisa Yang spoke as the city's Red Cross Community Ambassador inviting the residents and the council to attend a senior class workshop at Langley Senior Center on Saturday, November 10, 2012. She informed the council that the workshop will be presented both in Chinese at 10:30 a.m. and in English at 12:00 p.m.

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.

Public Speakers:

- Nancy Arcuri spoke against the proposed agreement stating her concerns of selling city property and requested that public notices be sent to residents.

- Peter Chan expressed his concerns for city transparency and spoke against entering an exclusive negotiation agreement with the developer. He recommended that the city council postpone staff's recommendations following a public forum to address residents concerns.

- Patricia Fukishima-Cruz spoke as a long term resident and city business owner protesting the sale and development of the city yard. She addressed the legality of the city's actions and recommended that the City Manager and City Council members address residents concerns.

- Grace Chu addressed the council speaking on her behalf and of concerned residents stating they were not publicly informed of the city's proposal to sell the city yard. She spoke of the city's liability and feasibility study concerns.

Proposed Action: The City Council authorized the City Manager to execute the Exclusive Negotiation Agreement, in a form approved by the City Attorney between the City and City Ventures, LLC.

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

9. REPORT UPDATE ON ACTIVITIES REGARDING THE TRANSFER OF FIRE PROTECTION, PARAMEDIC, AND INCIDENTAL SERVICES TO THE CONSOLIDTED 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.

Action Taken: Received and Filed.

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Member Lau informed the residents of his attendance at several community events: (1) he attended the Strategic Planning Update with city staff on October 29, 2012 at the Bruggemeyer Library and his attendance at the Monterey Vista Elementary School breakfast saluting military veterans. Council Member Wong also spoke of his attendance with Council Member Lau at the city's Strategic Planning Update on October 29, 2012 and at the Monterey Vista Elementary School breakfast honoring military veteran residents. Vice Mayor Real Sebastian invited the residents to attend a community workshop on Thursday, November 8, 2012 from 6:00 p.m. – 7:30 p.m. at Langley Senior Center to discuss the city's general plan for a Healthy and Sustainable Monterey Park. She also encouraged the residents to attend the Planning Commission meeting on Tuesday, November 13, 2012 at 7:00 p.m. to discuss the Marketplace Town Center project. Vice Mayor Real Sebastian thanked the city staff and volunteers on the city's 4th successful cleanup event at La Loma Park on Saturday, November 3, 2012. She informed the volunteers to pick-up their "I Love MPK" bumper sticker and stated that if a participant attends 3 events, the volunteer may receive an I love MPK tshirt. Mayor Ing informed the residents the Mark Keppel High School band will be at the Grand Re-opening of Ralphs Market at 330 North Atlantic Blvd. on Friday, November 9, 2012 at 7:30 a.m. and will be presenting a tribute "Honoring our Veterans" Concert at 7:00 p.m. at the Mark Keppel High School auditorium. He also invited the residents with the City and American Legion Post 397 will hold its annual Veteran's Day ceremony on the city hall front lawn on Sunday, November 11, 2012 at 11:00 a.m.

CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting adjourned at 10:11 p.m.

____

David M. Barron, CMC
City Clerk

MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
NOVEMBER 21, 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, November 21, 2012 at 5:30 p.m.

CALL TO ORDER:
Mayor Ing called the meeting to order at 5:40 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 and City Attorney Hensley

ORAL & WRITTEN COMMUNICATIONS
None.

CLOSED SESSION – The City Council adjourned to Closed Session at 5:40 p.m.

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

   Kenneth Klein

   Claim Number 1750-CL, filed August 26, 2010. Claim available for public review in the City Clerk's office.

2. **CONFERENCE LEGAL COUNSEL, THREAT OF LITIGATION -GOVERNMENT CODE SECTION 54956.9 (c) - 1 CASE**

RECONVENE & ADJOURNMENT
The Council reconvened from Closed Session with all Council Members present at 6:15 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)
SPECIAL MEETING
NOVEMBER 21, 2012

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CALL TO ORDER:
Mayor Ing called the meeting to order at 5:40 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 and City Attorney Hensley

ORAL & WRITTEN COMMUNICATIONS
None.

CLOSED SESSION – The City Council adjourned to Closed Session at 5:40 p.m.

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RECONVENE & ADJOURNMENT
The Council reconvened from Closed Session with all Council Members present at 6:15 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
NOVEMBER 21, 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, November 21, 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, City Attorney Hensley, City Treasurer Leon, Director of Public Works Saykali, Fire Chief Birrell, Police Chief Smith, Recreation and Community Services Costley, City Librarian Arvizu, Financial Services Manager Yaung, Acting Economic Development Specialist Ramirez

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION
None.

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS
None.

SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NOS. 1-2
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 Nos. 1-2, and reading resolutions and ordinances by title only and waiving further reading thereof.

Motion: Moved by Council Member Wong 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: None
Abstain: Council Members: None

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.

Action Taken: The City Council approved the payment of warrants and adopted **Resolution No. SA-25** of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **November 21, 2012 totaling $5,992.90** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. SA-25, entitled:
A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **November 21, 2012 totaling $5,992.90** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2. **SUCCESSOR AGENCY INVESTMENT REPORT AS OF OCTOBER 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: Received and filed the investment report as of October 2012 on Consent Calendar.

SUCCESSOR AGENCY NEW BUSINESS ITEM NO. 3

3. **ADOPT RESOLUTION NO. SA - 26 APPROVING THE AMENDED THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) AND ADMINISTRATIVE BUDGET FOR JANUARY - DECEMBER 2013**

On October 11, 2012, the California Department of Finance issued its findings upon review of the third ROPS and staff is requesting approval to amend the Resolution with the changes.

Action Taken: The City Council (1) adopted **Resolution No. SA - 26** approving the Amended Third Recognized Obligation Payment Schedule for the period between January-June 2013; (2) approved the Amended Successor Agency Administrative

Budget for January-June 2013; (3) approved the Amended Successor Agency Administrative Budget for July-December 2012 and (4) directed staff to post and transmit the amended ROPS and administrative budget to the appropriate public agencies.

Resolution No. SA - 26, entitled:
A RESOLUTION OF THE SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY AMENDING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JANUARY THROUGH JUNE 2013 AND ADMINISTRATIVE BUDGET FOR JULY THROUGH DECEMBER 2012 PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177

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

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

<u>HOUSING SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NO. 4</u>
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. 4 and reading resolutions and ordinances by title only and waiving further reading thereof.

Motion: Moved by Vice Mayor Real Sebastian 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

4. 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.

Action Taken: The City Council approved payment of warrants and adopted **Resolution No. HSA – 13** of the Housing Successor Agency to the former Community

Redevelopment Agency (HSA) allowing certain claims and demands per warrant register dated **November 21, 2012 totaling $11,048.30** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. HSA – 13, entitled:
A RESOLUTION OF THE HOUSING SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (HSA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **November 21, 2012 totaling $11,048.30** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

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

PRESENTATION: None.

CITY OF MONTEREY PARK CONSENT CALENDAR CONSISTS OF ITEMS 5-11
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 - 11 except for Item No. 9, which was approved as amended and reading resolutions and ordinances by title only and waiving further reading thereof.

Motion: Moved by Vice Mayor Real Sebastian 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

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. 11535** allowing certain claims and demands per Warrant Register dated **November 21, 2012 Totaling $546,287.87** and specifying the funds out of which the same are to be paid.

Resolution No. 11535, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **November 21, 2012 Totaling $546,287.87** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

6. INVESTMENT REPORT AS OF OCTOBER 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.

This item was pulled for separate discussion only.

Action Taken: Received and filed the investment report as of October 2012 on Consent Calendar.

7. ELECTION FOR SAN GABRIEL BASIN WATER QUALITY AUTHORITY

According to the bylaws of the San Gabriel Basin Water Quality Authority, a city with prescriptive water pumping rights, of which Monterey Park falls under, may nominate and elect a representative to the Water Quality Authority Board. Based on population figures, the City of Monterey Park is entitled to cast (6) votes, each city has one vote per 10,000 residents, or majority thereof. All votes cast must be for only one candidate.

Action Taken: The City Council (1) adopted **Resolution No. 11536** of the Monterey Park City Council, casting its votes for Council Member Luis Ayala from the City of Alhambra, to represent Cities with prescriptive pumping rights on the Board of the San Gabriel Basin Water Quality Authority and (2) directed the City Clerk to send a copy of the Resolution to the Central Basin Water Quality Authority no later than 12:00 pm December 18, 2012 via certified mail, UPS, FedEx with a signature required or hand delivered on Consent Calendar.

Resolution No. 11536, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, CASTING ITS VOTES FOR COUNCIL MEMBER LUIS AYALA TO REPRESENT CITIES WITH PRESCROPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

8. PLAY DAYS CARNIVAL CONTRACT

The Recreation and Community Services Department is requesting that the City accept a proposal for a new three year contract with J.A. Blash Enterprises/Shamrock Shows to provide entertainment and amusement devices for the annual Play Day Festival held in May.

This item was pulled for separate discussion only.

Action Taken: The City Council (1) authorized the City Manager to execute and agreement, in a form approved by the City Attorney, with J. A. Blash Enterprises/ Shamrock Shows/North American Amusements Inc., for three years and (2) authorized the revenue generated from the agreement to be budgeted for the Play Days Parade, Play Days entertainment, and for the ancillary costs to Play Days on Consent Calendar.

9. CITY PROSECUTOR CONTRACT RENEWAL

The law firm of Dapeer, Rosenblitt & Litvak has been providing City Prosecutor services for the City since the early 1990's. Currently, the firm is performing under a City executed contract dated June 4, 2008 at the hourly rate of $150. The firm is asking for the contract to be renewed at the hourly rate of $160.

Action Taken: The City Council authorized the City Manager to execute the agreement, in a form approved by the City Attorney, to continue City Prosecutorial Services with Dapeer, Rosenblitt, & Litvak as amended to include the City Council comments that a termination date is placed in the agreement and payments be submitted and approved by the City Council on Consent Calendar.

10. EMERGENCY OPERATIONS CENTER (EOC) - AWARD OF CONTRACT

The project involves excavation and grading of the site located at 329 W. Newmark Avenue, as well as construction of a reinforced concrete building foundation, installation of pre-fabricated modular building; connection of all utilities; construction of concrete pavement, walkways, masonry block perimeter wall, planter walls, covered entryway, access ramp, sidewalk and curb & gutter; and installation of landscaping and irrigation.

Action Taken: The City Council (1) awarded the contract for construction of the Emergency Operations Center to the lowest bidder, Accelerated Modular Concepts Inc. of Victorville in the amount of $443,282 and (2) authorized the City Manager to execute a standard public works agreement in a form approved by the City Attorney on Consent Calendar.

11. APPROPRIATION AND PURCHASE OF A MID-SIZE PICK-UP TRUCK FOR THE WATER DIVISION

Staff is requesting replacement of the Water Division Vehicle that was totaled in a collision on June 21, 2012. This vehicle is used as a daily service truck and stand-by vehicle for the Delta Plant.

Action Taken: The City Council (1) authorized the City Manager to purchase a replacement vehicle and (2) appropriated monies from the Water Fund, in an amount not to exceed $40,000 per Monterey Park Municipal Code § 3.20.050(14) on Consent Calendar.

ORAL AND WRITTEN COMMUNICATIONS

- Betty Tom Chu addressed the council and spoke in favor of the proposed City of Monterey Park Safe and Affordable Fire and Emergency Services Maximization Ordinance. She recommended that the city council place the proposed ordinance on the city's March 5, 2013 election ballot.

- City Clerk Barron summarized a written communication letter from David Diaz that was received, distributed and filed. Mr. Diaz states that as the proponent of the City of Monterey Park Safe and Affordable Fire and Emergency Services Maximization Ordinance, he is requesting that the council place the proposed ordinance on the March 5, 2013 Municipal Election Ballot.

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

12. ADOPT RESOLUTION NO. 11537 CONFIRMING THE 2012 ANNUAL REPORT AND THE LEVY OF ASSESSMENTS FOR BUSINESS IMPROVEMENT DISTRICT NO. 1 FOR PROGRAM YEAR 2013

Based on its October 2, 2012 Annual Meeting, the Business Improvement District Advisory Committee requested Council to set a public hearing date to consider the 2013 levy of Assessment Fees for the Business Improvement District No. 1. The law provides an opportunity for all potential assesses to protest the proposed renewal of or change to the assessments.

Council Member Wong recused himself from the dais due to a potential conflict of interest as his business is in the Business Improvement District.

Mayor Ing opened the public hearing at 8:01 p.m. and closed the public hearing at 8:02 p.m. with no speakers registered.

Action Taken: The City Council adopted **Resolution No. 11537** Levying Assessments for Business Improvement District No. 1 for Program Year 2013 in accordance with Government Code §36624 as amended to increase funding at 3% with additional conditions to present a report to the council of how expenditures will be spent.

Resolution No. 11537, entitled:
A RESOLUTION LEVYING ASSESSMENTS FOR BUSINESS IMPROVEMENT DISTRICT NO.1 FOR PROGRAM YEAR 2013 IN ACCORDANCE WITH GOVERNMENT CODE § 36624

Motion: Moved by Mayor Ing to adopt Resolution maintaining the current percentage funding without the 5% increase pending a report of how funding will be spent. Motion failed due to a lack of a second.

Motion: Moved by Council Member Lau to adopt Resolution Levying Assessments for the Business Improvement District No. 1 for Program Year 2013 in accordance with Government Code §36624 with additional conditions to present a report to the council of how expenditures will be spent. Seconded by Vice Mayor Real Sebastian, motion failed as City Attorney Hensley ruled that adoption requires three affirmative votes.

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

Motion: Moved by Council Member Lau to adopt **Resolution No. 11537** Levying Assessments for Business Improvement District No. 1 for Program Year 2013 in accordance with Government Code §36624 as amended to increase funding at 3% with additional conditions to present a report to the council of how expenditures will be spent. Seconded by Vice Mayor Real Sebastian, motion carried by the following vote:

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

UNFINISHED BUSINESS

None.

NEW BUSINESS

13. CONSIDERATION AND POSSIBLE ACTION TO PLACE AN INITIATIVE ON THE BALLOT FOR THE PREVIOUSLY CALLED MARCH 5, 2013 MUNICIPAL ELECTION TO AMEND THE CITY'S UTILITY USER TAX ("UUT") REGULATIONS (MONTEREY PARK MUNICIPAL CODE CHAPTER 3.38) TO UPDATE THE LANGUAGE WITH REGARD TO MAINTAINING THE CITY'S REVENUES FROM THE UUT TAX BASED UPON TECHNOLOGICAL CHANGES IN COMMUNICATIONS METHODS

The City's existing utility user tax ("UUT"), which covers telephone, electricity, and gas services, was adopted in 1983 and modified several times since then. The existing telephone UUT, applicable only to commercial and industrial service users, generates approximately $1.1 million annually. A large portion of this revenue is at risk due to outdated language in the telephone tax and changes in federal law.

Action Taken: The City Council (1) adopted **Resolution No. 11538** placing an initiative on the ballot amending utility user tax regulations and (2) adopted **Resolution No. 11539** directing the City Attorney to prepare an impartial analysis for the ballot initiatives.

Resolution No. 11538, entitled:
A RESOLUTION ESTABLISHING REQUIREMENTS FOR BALLOT ARGUMENTS FILED WITH THE CITY CLERK TO BE INCLUDED WITH VOTER INFORMATION FOR THE PREVIOUSLY CALLED MUNICIPAL ELECTION ON MARCH 5, 2013

Resolution No. 11539, entitled:
A RESOLUTION DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE BALLOT MEASURE REGARDING UTILITY USER TAXES

Motion: Moved by Vice Mayor Real Sebastian 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

14. CITY COUNCIL TERM LIMITS

On October 17, 2012, the City Council requested that the City Manager and City Attorney prepare appropriate documents for placing an initiative on the ballot regarding term limits. Government Code § 36502(b) allows voters to impose term limits for serving on the City Council.

Action Taken: No action required. The City Council directed the City Manager and City Attorney to bring back to Council for approval at the next regular City Council meeting.

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

City Manager Talbot informed the residents that the Farmer's Market will be closed on Friday, November 23, 2012 for the Thanksgiving Holiday and return the following Friday, November 30, 2012. Council Member Lau reported his attendance at the city's annual Veteran's Day celebration at City Hall on November 11, 2012, the Red Cross Disaster Preparedness Training at Langley Senior Center, the Business to Business Luncheon at Monterey Hills Steakhouse Restaurant and the Thanksgiving Luncheon at Langley Senior Center. Council Member Wong stated he will be leaving on November 22, 2012 to Quanzhou, China. He will be meeting with the Mayor of Quanzhou and the members of the Quanzhou Sister City Associations to discuss business improvements. Vice Mayor Real Sebastian reported that she also attended the Business to Business Luncheon at Monterey Hills Steakhouse. She stated that the Monterey Pass Road businesses were also in attendance and that the city will continue meeting with local businesses on a quarterly basis to discuss strategic business plans. She also invited the residents to attend the City Hall Tree Lighting and Holiday Sing on Friday, December 7, 2012 at 5:30 p.m. at City Hall and that the next Community Clean-up will be on January 13, 2012 from 8:00 a.m. – 12:00 p.m. at Sunny Slope Park. Mayor Ing informed the residents that MERCI will be hosting its 23rd Annual Trees of Enchantment brunch on Sunday, December 2, 2012 at 11:00 a.m. – 2:00 p.m., at The Luminarias Restaurant.

CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting adjourned at 9:02 p.m. in memory of Wilbur K. Woo, a long time resident, banker, and community leader.

David M. Barron, CMC
City Clerk

Consent Calendar
Agenda Item 8

Staff Report City of Monterey Park

DATE: December 19, 2012

TO: Paul Talbot, City Manager

FROM: Jim Smith, Chief of Police

SUBJECT: Consideration and possible action to approve an Amendment to the Joint Powers Agreement between the City of Monterey Park and the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (LA IMPACT) and authorize the City Manager to execute the Joint Powers Agreement (JPA) Amendment in a form approved by the City Attorney.

BACKGROUND AND DISCUSSION:

Inaugurated on July 1, 1991, the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (LA IMPACT) is a compilation of numerous Federal, State and local Law Enforcement agencies in Los Angeles County whose primary focus is to investigate major crimes, with an emphasis on dismantling mid to major level drug trafficking organizations. The task force was founded by the Los Angeles County Police Chiefs' Association, who currently act as the Board of Directors.

LA IMPACT is one of the most prolific, innovative and progressive crime task forces in the country through its wide range of abilities and expertise. Many of the task force members are seasoned investigators from a myriad of different disciplines who possess expertise outside the realm of narcotic enforcement. This enables LA IMPACT to provide a diverse range of investigative services in the areas of property crimes, financial crimes and crimes against persons, in addition to narcotic enforcement during times of mutual aid by requesting entities.

LA IMPACT's primary area of expertise is narcotic enforcement. The task force is known for its surveillance capabilities and possesses the most extensive surveillance resources in California. LA Impact has specialized proficiency in the following areas: major drug trafficking organizations, money laundering, clandestine laboratory investigations, transportation and parcel interdiction, and gang enforcement. LA IMPACT is the primary clandestine laboratory response team for Los Angeles County.

In 2011, LA IMPACT was formally organized as a Joint Powers Authority under the California Government Code. On September 7, 2011, the Monterey Park City Council adopted Resolution No. 11425 approving the LA IMPACT JPA. This authorized the

City's membership in the LA IMPACT Authority and authorized the City Manager to execute the JPA.

DISCUSSION:

During the first year of operating as a Joint Powers Authority, it became apparent that several issues needed clarification or were not addressed in the JPA as originally adopted by the Membership. Specifically, two areas were recognized as warranting amendment: Associate Member indemnity, and state contracting goals for disabled veterans businesses.

Associate Member Indemnity

The LA IMPACT JPA, to which all Members are a party by definition, provides that each Member will indemnify LA IMPACT as well other Members for the general liability and the worker's compensation liability caused by the Member's contributed personnel who perform law enforcement or support functions. These indemnity provisions are found in sections 14.03 and 14.04 of the JPA. The Agreement also provides in section 14.06 that LA IMPACT will indemnify its Members for the actions of LA IMPACT employees.

The JPA also contemplates that public agencies may join LA IMPACT as an Associate Member rather than as a full Member. Article 4 of the JPA addresses Associate Member Agreements.

The JPA does not contain a provision for the Members or for LA IMPACT to indemnify Associate Members or provide that Associate Member agreements must contain indemnity provisions to protect the Members. It is contemplated that Associate Members would contribute law enforcement personnel who would work side by side with Members' contributed personnel. This lack of indemnity between Associate Members and the Members would most likely discourage agencies from becoming Associate Members. Additionally, the Members such as the City of Monterey Park would not be shielded from liability when its officers are working side by side with an Associate Member's officers.

In January 2012, the LA IMPACT Executive Committee (a 13-member committee from the Board of Directors) voted unanimously to send an amendment to the Members addressing indemnity as it pertains to the Associate Members.

State of California Contracting Participation Goals

Government code § 6522, which is part of the Joint Powers Act governing LA IMPACT as a joint powers authority, provides that the contracting participation goals set out in the California Military and Veterans Code section 999 *et seq.* are to become part of any joint powers agreement (JPA) entered into by the State of California. The former Bureau of Narcotics Enforcement, now the Bureau of Investigation (BI), participates in LA IMPACT and contributes a number of sworn and non-sworn personnel, including at the Executive Director level. The BI wishes to continue its participation in LA IMPACT and has signed the JPA, contingent upon the requirements of Government Code § 6522 being added to the JPA through an amendment.

The contracting participation goals set out in the Military and Veterans Code state that a state agency must strive to meet the goal of awarding 3% of its annual contracting dollars to businesses owned by disabled veterans. While it is mandatory to include the state contracting goals in the JPA, there are no penalties if the goals are not met, and state law specifically provides that a third party cannot take legal action to invalidate contracts of the agency for failure to meet the participation goals.

Conclusion

In June 2012, the Executive Committee voted unanimously to send an Amendment to the Members regarding the Associate Member indemnity and contracting goals.

The JPA may be amended by a majority of the members' governing boards approving the amendment.

CEQA (California Environmental Quality Act):

N/A

FISCAL IMPACT:

None.

RECOMMENDATION:

1. Authorize the City Manager to execute the Amendment in a form approved by the City Attorney to the LA IMPACT JPA; and

2. Alternatively discuss and take other action related to this item.

By: ______________________
Jim Smith
Chief of Police

Approved: ______________________
Paul Talbot
City Manager

RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, APPROVING AN AMENDMENT TO THE LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE JOINT POWERS AGREEMENT (JPA), AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE JPA AMENDMENT.

WHEREAS, on September 7, 2011, the Monterey Park City Council adopted Resolution 11425 approving Monterey Park's membership in the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (L.A. IMPACT) Joint Powers Authority and authorizing the City Manager to sign the L.A. IMPACT Joint Powers Agreement; and,

WHEREAS, pursuant to Section 15.01(b) of the Joint Powers Agreement, the Members have the responsibility to consider proposed Amendments; and

WHEREAS, pursuant to Section 18.01 of the Joint Powers Agreement, the Agreement may be amended with the majority approval of the Members, exercised through each Members' governing body; and

WHEREAS, a proposed Amendment to the Joint Powers Agreement has been submitted to the Members for their approval.

Now, THEREFORE, the City Council of the City of Monterey Park, California, DOES HEREBY RESOLVE as follows:

1. Pursuant to the City's authority under the Joint Exercise of Powers Act in California Government Code §6500 et seq., and the provisions of the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (L.A. IMPACT) Joint

Powers Agreement, the Proposed Amendment to the Joint Powers Agreement, attached hereto as Exhibit A, is approved by the Culver City City Council.

2. The City Manager is authorized and directed to execute the Amendment to the L.A. IMPACT Joint Powers Agreement to effectuate the intent of this Resolution.

3. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption and the City Clerk, or his duly appointed deputy is directed to attest thereto.

4. This Resolution is effective upon adoption.

APPROVED and ADOPTED this _____ day of ___________, 2012.

____
MITHCELL ING, Mayor
City of Monterey Park, California

ATTEST:

____
DAVID BARRON
City Clerk

APPROVED AS TO FORM:

____
MARK HENSLEY
City Attorney

AMENDMENT TO JOINT POWERS AGREEMENT
FOR
LOS ANGELES INTERAGENCY METROPOLITAN POLICE
APPREHENSION CRIME TASK FORCE
(L.A. IMPACT)

This Amendment to the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (L.A. IMPACT) Joint Powers Agreement ("Agreement") is made and entered into by and between those public agencies duly organized and existing, which are parties signatory to the Agreement and listed on Exhibit A to the Agreement.

RECITALS

WHEREAS, the Members have entered into the Agreement which formed the public entity known as the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Authority (hereinafter the "Authority"); and

WHEREAS, Members of the Authority contribute their own personnel to a cooperative pool of personnel to provide service to the Authority; and

WHEREAS, the Agreement provides that the state of California may join the Authority as a Member; and

WHEREAS, Government Code section 6522 provides that the contracting participation goals set out in the Military and Veterans Code section 999 *et seq*. are to become part of any joint powers agreement entered into by the State of California; and

WHEREAS, the Members wish to amend the Agreement to include the state's contracting participation goals.

WHEREAS, the Agreement provides in Sections 14.03 and 14.04 that each Member will indemnify the Authority as well as other Members for the general liability and worker's compensation liability caused by the Member's contributed personnel who perform law enforcement or support functions; and

WHEREAS, the Agreement provides in Section 14.06 that the Authority will indemnify the Members for the general liability caused by staff employed by the Authority; and

WHEREAS, the Agreement also authorizes the Authority to enter into Associate Member Agreements with any public agency upon the approval of the Board; and

WHEREAS, the Members wish to amend the Agreement to extend the responsibility and indemnity provisions of Sections 14.03, 14.04 and 14.06 to Associate

Members, provided that Associate Members agree to indemnify the Authority, its Members, and its Associate Members in the same manner as Members under the Agreement.

NOW THEREFORE, in consideration of the foregoing, the Members agree to amend the Agreement as follows:

1. Section 5.01 paragraph (a) of Article 5 Powers shall be amended to read as follows: a) To make and enter into, in its own behalf and not on behalf of the individual Members, contracts consistent with this Agreement, including, but not limited to, contracts to purchase/lease and/or dispose of supplies and equipment. The participation goals specified in Article 6, of Chapter 6 of Division 4 of the Military and Veterans Code, commencing with section 999, will apply to contracts executed by the Authority.

2. Section 4.02 Contents of Associate Membership Agreement shall be amended by adding subsection "g" as follows:

   g) Contain provisions to provide indemnity to the Authority, its Members, and other Associate Members, such as is set forth in the Agreement sections 14.03, 14.04 and 14.06.

3. Section 14.03 Member Indemnity for General Liability of Contributed Employee shall be amended to read as follows:

   Member Indemnity for General Liability of Contributed Employee. Except as provided in Section 18.05, each Member shall protect, defend, indemnify, and hold free and harmless the Authority, the other Members and **Associate Members, and** their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by a contributed employee of the Member who is performing Authority law enforcement or support functions, including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or alleged failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority and for which each Member shall maintain sufficient liability coverage, pooled self-insurance coverage, or a program of self-insurance, which includes coverage for contractual promises to indemnify, in effect at all times as determined by the Board of Directors, to cover any such damage claim, loss, cost, expense, action, proceeding, liability, or obligation.

4. Section 14.04 Member Indemnity for Workers Compensation Liability of Contributed Employee shall be amended to read as follows:

Member Indemnity for Workers Compensation Liability of Contributed Employee. Each Member shall fully indemnify and hold harmless the Authority, the other Members **and Associate Members, and their respective** officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the respective agency or any contract labor provider retained by the law enforcement agency, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the law enforcement agency or any contract labor provider retained by the law enforcement agency.

5. Section 14.06 Authority Indemnity of Members shall be amended to read as follows:

Authority Indemnity of Members. The Authority shall protect, defend, indemnify, and hold free and harmless the Members **and Associate Members,** their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by staff employed by the Authority hired pursuant to Section 12.02 including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or alleged failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority.

6. All terms and conditions set forth in this Amendment are incorporated by this reference into the Agreement. This Amendment modifies the Agreement only as expressly set forth above. This Amendment does not modify, alter or amend the Agreement in any other way whatsoever. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

7. This Amendment shall be effective upon the approval by a majority of the Members of the Authority. This Amendment may be signed in counterparts.

IN WITNESS WHEREOF, each Member has caused this Amendment to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:

CITY OF MONTEREY PARK Authorization
For Amendment to the LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE (L.A. IMPACT)
JOINT POWERS AGREEMENT

IN WITNESS WHEREOF, the City of Monterey Park, by Resolution of its City Council, has caused this Amendment to be executed on its behalf by the City Manager, and attested by the City Clerk, as of the date so executed below.

City of Monterey Park, CALIFORNIA

Dated:_______________

By: ____________________________
Paul Talbot
City Manager

ATTEST:

____
David Barron
City Clerk

APPROVED AS TO FORM:

____
Mark Hensley
City Attorney

JOINT POWERS AGREEMENT FOR LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE (L.A. IMPACT)

This Agreement is executed by and among those public agencies, duly organized and existing, which are parties signatory to this Agreement. All such public agencies, hereinafter each called a Member, shall be listed in Exhibit A to the Agreement. This Agreement is dated September 7, 2011 for reference purposes.

Each public agency executing this Agreement shall be referred to individually as "Member," with all referred to collectively as "Members."

RECITALS

WHEREAS, the Members have and possess the power and authorization to organize and establish a consolidated law enforcement task force to address criminal justice issues for the benefit of the lands and inhabitants within their respective boundaries; and

WHEREAS, the Members propose to join together to establish, operate, and maintain a joint powers authority for the purpose of integrating resources and investigative efforts to address emerging criminal justice issues and for the benefit of their respective lands and inhabitants; and

WHEREAS, it is in the public interest to provide a means by which other public agencies may request services for the benefit of their lands and inhabitants; and

WHEREAS, the Members have the authority under the Joint Exercise of Powers Act, in California Government Code Section 6500 et seq. (the "Act"), to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

"Act" shall mean the Joint Exercise of Powers Act, in California Government Code Section 6500 et seq.

"Authority" shall mean the LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE (L.A. IMPACT) created by this Agreement.

"Associate Member" means a public agency which is a party to an Associate Membership Agreement entered into between the Authority and such public agency pursuant to Article 4 hereof.

"Board of Directors" or "Board" shall mean the governing body of the Authority.

"Bylaws" shall mean guidelines adopted by the Board of Directors setting forth policies and procedures for the operation of the Authority and for the exercise of the Board's powers granted in this Agreement.

"Controller" shall mean the chief financial officer designated with the primary responsibility for financial accounting and reporting.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.

"Fiscal Year" shall mean that period of twelve months which is established by the Board of Directors or the Bylaws as the fiscal year of the Authority.

"Government Code" shall mean the California Government Code, as it may be amended from time to time.

"Member(s)" means any public agency as the term "public agency" is defined by Section 6500 of the Joint Powers Law, which includes, but is not limited to, any federal, state, county, city, public corporation, public district of this state or another state, or any joint powers authority formed pursuant to the Joint Powers Law by any of these agencies which has executed this Agreement and has become a member of the Authority.

ARTICLE 2
PURPOSES

2.01 The purpose of the Authority is to establish a separate organization for the exercise of powers common to the Members, which may include promoting coordinated law enforcement efforts and facilitating the integration, investigation and sharing of criminal justice information, data, and issues in the manner set forth in this Agreement.

2.02 The Authority is intended to promote coordinated law enforcement efforts, and to address emerging criminal justice issues throughout the Los Angeles County area and other areas that appear to have a connection or nexus to Los Angeles County, encouraging maximum cooperation between all law enforcement and prosecutorial agencies, and promoting the safety of both police personnel and the public, accomplished in an effective manner within constitutional guidelines, including but not limited to:

a) Target, investigate, and cause to be prosecuted individuals who organize, direct, finance, or otherwise engage in drug trafficking enterprises or money laundering, placing a high priority on those subjects engaged in the importation of drugs and to interdict such illicit supply lines and seize their drugs.

b) Identify, cause to be prosecuted and ultimately cause to be convicted drug traffickers and to seize assets derived through drug trafficking through the effective methods of a task force approach.

c) Use short and long term investigations to focus on the eradication of criminal activity within street gangs by extracting the criminal hierarchy and disrupting the organizational flow of street gangs.

d) Assist Members or Associate Members, when requested, in criminal investigations, lending of equipment, sharing of information, providing support personnel, specialized expertise, training or other needs that the Authority can provide at the time the request is made.

e) Assist non-Member agencies, when requested and with the approval of the Executive Director or designee, in criminal investigations, lending of equipment, sharing of information, providing support personnel, specialized expertise, training or other needs that the Authority can provide at the time the request is made.

f) Apply for grants and implement programs to address issues of narcotics, terrorism and Homeland Security.

ARTICLE 3
PARTIES TO AGREEMENT; EFFECTIVE DATE

3.01 Each Member, as a party to this Agreement, certifies that it intends to and does contract with all other Members as parties to this Agreement and with such other public agencies as later may be added as parties to this Agreement.

3.02 This Agreement shall become effective, and the Authority shall come into existence, when the following event occurs (the "Effective Date"):

a) This Agreement is authorized and executed by not less than ten (10) public agencies; and

b) Forty-five days has elapsed after the authorization and execution by not less than ten (10) public agencies.

3.03 The Board shall also designate a period, which shall be not less than 180 days after the Bylaws are adopted, during which Members may submit written notice of immediate withdrawal from the Authority. There will be no costs for any Member that withdraws from the Authority within this time period. It is the intent of the Members that Bylaws will be developed and adopted by the Board, as authorized under Section 6.04(a), and that the Authority will seek applicable and necessary liability coverage during this period.

Notice shall be given to all Members pursuant to Section 18.02 within five (5) days of adoption of the Bylaws. The notice shall include a copy of the adopted Bylaws and a statement of the extent and type of liability coverage which the Authority can obtain. After the Bylaws have been adopted, Members may withdraw from the Authority during the specified period in accordance with the provisions of this Section 3.03. After expiration of said stated time period, any Member may withdraw from the Authority in accordance with Article 16 hereinbelow.

ARTICLE 4
ASSOCIATE MEMBERSHIP AGREEMENT

4.01. Power to Enter Into Associate Membership Agreements. In addition to those powers specified in this Agreement, the Authority shall have the power to enter into Associate Membership Agreements with any public agency upon the approval thereof by the Board.

4.02. Contents of Associate Membership Agreement. Each Associate Membership Agreement shall:

a) State that the public agency is an Associate Member of the Authority.

b) Specify that the purpose of the Associate Membership Agreement is (i) to facilitate cooperation between law enforcement agencies to carry out the stated purposes of the Authority; and/or (ii) to contribute law enforcement personnel, who shall remain under the general direction and control of the respective Associate Member agency to which they belong, to the Authority to assist in carrying out the activities of the Authority.

c) Restrict the powers and obligations of such public agency with respect to the Authority to those enumerated in this Article 4;

d) Specify that such public agency shall not have the power to: (i) vote on any action to be taken by the Authority; or (ii) appoint a Director to the Board;

e) Specify the fees, if any, to be charged such public agency for its participation in the Authority; and

f) Specify to what extent, if any, the Associate Member may share in asset distributions.

4.03. Approval of Associate Membership Agreements. In determining whether to approve an Associate Membership Agreement with a public agency which proposes to be an Associate Member, the Directors may take into account any criteria deemed appropriate to the Directors.

ARTICLE 5
POWERS

5.01 The Authority shall possess in its own name, and the Members delegate to it, the following enumerated powers:

a) To make and enter into, in its own behalf and not on behalf of the individual Members, contracts consistent with this Agreement, including, but not limited to, contracts to purchase/lease and/or dispose of supplies and equipment,.

b) To receive gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity, in accordance with applicable Los Angeles County Conflict of Interest Code and State conflict of interest laws.

c) To sue and be sued in its own name.

d) To apply for appropriate grants under any Federal, State, or local programs for assistance in developing any of its programs or providing services to other public entities.

e) To issue bonds and to otherwise incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation of the individual respective Members.

f) To appoint committees, adopt rules, regulations, policies, Bylaws, and procedures governing the operation of the Authority.

g) To add Members or Associate Members to the Authority as approved by the Authority Board of Directors and the existing Members as provided herein.

h) To appoint/hire officers, employees, agents, or consultants and adopt personnel rules and policies governing officers and employees.

i) To reimburse Members for overtime expenditures of a Member's contributed personnel who is/are assigned to assist in carrying out the activities of the Authority as directed by the Executive Director of the Authority and approved by the Executive Committee in accordance with Section 13.06 of this Agreement. Said overtime expenditures, if any, shall be paid in accordance with all applicable State and Federal laws, including the Fair Labor Standards Act.

j) To purchase equipment with prior approval by the Executive Director and pursuant to a purchasing policy adopted by the Board of Directors in accordance with Section 5.04.

k) To distribute proceeds from asset forfeiture seizures to Members, and to Associate Members as applicable, in accordance with rules and formula specified in the Bylaws and applicable Federal and State law.

l) To assign personnel contributed from the Members or Associate Members to positions that fulfill the needs of the Authority, who shall remain under the general direction and control of the respective Member or Associate Member agency to which such personnel belong.

m) To invest and manage Authority funds, by and through the Treasurer, in accordance with State law.

n) To obtain all types of insurance as may be necessary to cover the liabilities of the Authority or its Members as determined by the Board.

o) To exercise such other powers and authority as are necessary and proper to carry out its functions herein, and as provided in the Act.

5.02 Each Member expressly retains all rights and powers to investigate, finance, plan, develop, construct, equip, maintain, repair, manage, operate and control equipment, facilities, properties, projects, and information that it deems in its sole discretion to be necessary or desirable for its own criminal justice needs, and that are authorized by the laws governing it. This Agreement shall not be interpreted, and the Authority created herein, shall not have the power to impair or control any of the Members' respective rights, powers, or title to such investigations, equipment, facilities, properties, information, and projects, nor shall any Member be required to provide additional personnel, equipment, or services to the Authority than as provided in this Agreement, without the written consent of the Member.

5.03 Each Member expressly retains all rights and powers to use other funds or funding sources to investigate, finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment and facilities for their criminal justice needs.

5.04 Pursuant to and to the extent required by Government Code Section 6509, including the power to contract, the Authority shall be restricted in the exercise of its powers in the same manner as the City of Los Angeles is restricted in its exercise of similar powers; provided that, if the City of Los Angeles shall cease to be a Member, then the Authority shall be restricted in the exercise of its power in the same manner as the City of Long Beach.

ARTICLE 6
ORGANIZATION

6.01 Composition of Board. The Authority shall be governed by the Board of Directors, which shall be composed of the President of the Los Angeles County Police Chiefs Association, the Police Chief of the city law enforcement agency of each Member city, the Los Angeles County Sheriff, and any designated representative of any Federal or State agency which is a Member. The Police Chief of the City of Los Angeles and the Los Angeles County Sheriff may designate an alternate to act in his/her place on the Board, provided the alternate is a person at executive command rank. Each Member shall provide a written designation of its Director representative to the Authority. The Board shall maintain a list of all current Members in good standing who serve on the Board, including but not limited to any Federal or State agency which is a Member. The Board of Directors may allow for an alternate of the designated representative to the Authority in accordance with the Bylaws of the Authority.

6.02 Termination of Status as Director. A Director shall be removed from the Board of Directors upon the occurrence of any one of the following events:

a) The withdrawal or removal of the Member from the Authority;

b) The death or resignation of the Director;

c) The Authority's receipt of written notice from the Member that the Director is no longer qualified as provided in Section 6.01 of this Article.

6.03 Compensation. Directors and their alternates, if any, are not entitled to compensation by the Authority. The Board of Directors may authorize reimbursement of expenses incurred by Directors in the performance of services for the Authority where such expenses are not paid by the employing Member.

6.04 Powers of Board. The Board of Directors shall have the following powers and functions:

a) Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons. The primary objective of the Board is to establish overall policy and strategy. As such, the Board may adopt Bylaws or other guidelines setting forth policies and procedures for the operation of the Authority and for the exercise of the Board's powers granted herein.

b) The Board shall form an Executive Committee, as provided in Article 8. The Executive Committee may exercise all powers or duties of the Board, except (i) the adoption of the Authority's annual budget or any amendments thereto, (ii) the adoption of the Bylaws or any amendments thereto, and (iii) the issuance of bonded debt, which powers are expressly reserved to the Board. All actions by the Executive Committee shall be subject to review, and approval, modification or disapproval, by the Board at its discretion.

c) The Board may form, as provided in Article 10, such other advisory committees as it deems appropriate or it may delegate such power to the Executive Committee in the Bylaws or by resolution of the Board. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board.

d) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. To the extent that the budget includes funding by Members, such funding is subject to approval by the governing bodies of those Member agencies. Adoption of the budget may not be delegated.

e) The Board shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 10 and 13 of this Agreement.

f) The Board shall develop the rules and formula for the distribution of proceeds from asset forfeiture seizures, consistent with applicable Federal and State law, to its participating Members and Associate Members which are reasonably related to each such participant's contribution of personnel and/or participation in the activities of the Authority.

g) The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority including but not limited to adopting contracting and purchasing rules and regulations, in accordance with Section 5.04, internal financial controls, personnel rules and regulations, and similar rules and regulations consistent with State law governing public agencies.

h) Meetings of the Board of Directors, Executive Committee, and any other "legislative body" of the Authority, as that term is defined in Section 54952 of the Government Code, shall be called, noticed, and conducted in accordance with the Ralph M. Brown Act, Section 54950 et seq. of the Government Code.

ARTICLE 7
MEETINGS OF THE BOARD OF DIRECTORS

7.01 Regular Meetings. The Board of Directors shall hold at least two (2) regular meetings each year. The Board of Directors shall fix by resolution or in the Bylaws the date upon which, and the hour and place at which, each regular meeting is to be held.

7.02 Minutes. The Authority shall have minutes of each regular, adjourned regular, and special meetings kept by the Secretary. As soon as practicable after each meeting, the Secretary shall forward to each Board member a copy of the minutes of such meeting.

7.03 Quorum. A majority of all members of the Board and the Executive Committee, respectively, is a quorum for the transaction of business. A vote of the majority of a quorum at a meeting of the Board or the Executive Committee is sufficient to take action unless otherwise provided in the Bylaws; except that a majority of all members of the Board is required in order to take action on: (i) the adoption of the Authority's annual budget and any amendment(s) thereto, (ii) the adoption of the Bylaws and any amendment(s) thereto, and (iii) the issuance of any bonded debt of the Authority. However, less than a quorum may adjourn from time to time but may not take action on matters before the Board or Executive Committee.

7.04 Voting. Each Member of the Board shall have one vote.

ARTICLE 8
EXECUTIVE COMMITTEE

8.01 The Board shall establish an Executive Committee which shall consist of a total of thirteen (13) Directors selected from the Board, which shall include the President of the Los Angeles Police Chiefs Association, the Sheriff of the County of Los Angeles or his/her designee (provided such designee shall be at an executive command level) and the Chair of the Authority designated pursuant to Article 9. Except as otherwise provided herein, the composition, the terms of office of the Directors, and the conduct of the Executive Committee shall be as provided in the Bylaws. The Executive Committee shall conduct the business of the Authority between meetings of the Board, exercising all those powers as provided for in Section 6.04(b), or as otherwise delegated to it by the Board.

8.02 Each Director on the Executive Committee shall be confirmed and approved by the Board of Directors, and, with the exception of the President of the Los Angeles County Police Chiefs Association, must be a Member with personnel assigned to the taskforce.

8.03 Any vacancy on the Executive Committee shall be filled by the Board within ninety (90) days of the vacancy.

ARTICLE 9
OFFICERS

9.01 The Board shall nominate and elect a Chair, Vice Chair, and Secretary of the Authority, each for a term of two (2) years, from among the Directors at its last meeting of every other Fiscal Year. Each officer shall assume the duties of the respective office upon election. If an officer ceases to be a member of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair shall preside at and conduct all meetings of the Board. The Board may appoint such other officers as it considers necessary and as provided in the Bylaws.

ARTICLE 10
COMMITTEES

10.01 The Board may establish advisory committees as it deems appropriate or it may, in the Bylaws or by resolution, delegate such power to the Executive Committee. Members of committees shall be appointed by the Board or the Executive Committee. Each committee shall have those duties as determined by the Board or the Executive Committee or as otherwise set forth in the Bylaws. Each committee shall meet on the call of its chairperson, and shall report to the Executive Committee and the Board as directed by the Board or the Executive Committee.

ARTICLE 11
LIABILITY OF BOARD OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS

11.01 The members of the Board of Directors, officers and committee members of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement.

No Director, officer or committee member shall be responsible for any action taken or omitted by any other Director, officer or committee member. No Director, officer or committee member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.

The Authority shall acquire and maintain insurance protection as is necessary to protect the interest of the Authority and its Members in its administration of the Authority in accordance with Section 14.06 below.

ARTICLE 12
STAFF

12.01 Principal Staff. The following staff members shall be appointed by and serve at the pleasure of the Executive Committee:

a) Executive Director. The Executive Director shall administer the daily business and activities of the Authority, subject to the general supervision and policy direction of the Board and the Executive Committee; shall be responsible for all minutes, notices and records of the Authority; shall administer all contracts; may enter into contracts within authority set by the Board or Executive Committee, and shall perform such other duties as are assigned by the Board or Executive Committee. The Executive Director shall be a peace officer employed by one of the Members or Associate Members of the Authority and shall have obtained senior law enforcement management rank that will provide a range of operational capability to the Authority.

b) Legal Counsel. With the approval of the Board, legal counsel shall be provided by one or more Member agencies to serve as general counsel ("General Counsel") to the Authority, except to the extent that among those agencies, conflicts of interest prevent such representation. The specific and ongoing duties of General Counsel may be rotated, as determined among those agencies, and shall be on a voluntary basis at no cost to the Authority. However, nothing in this Agreement shall prevent or be construed to prevent the Authority from seeking and engaging legal counsel from a private legal firm to handle any matter, subject to the approval of the Executive Committee.

12.02 Support Staff. Subject to the approval of funding in the Authority's budget and to the general supervision and direction of the Board and Executive Committee, the Executive Director shall provide for the appointment of such other staff as may be necessary for the administrative support of the Authority, which staff shall be employees of the Authority. Upon mutual agreement, a Member may provide supplemental administrative support services in exchange for reimbursement by the Authority, or as a contribution credit for services. Administrative personnel of a Member performing these functions remain employees of the contributing Member, and are not employees of the Authority.

12.03 Treasurer and Controller. Pursuant to Section 6505.5 of the Act, the City of La Verne Treasurer and Controller are hereby designated as the Treasurer and Controller, respectively, of the Authority. The Treasurer shall be the depository and have custody of all funds of the Authority. The Controller shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The Treasurer and Controller shall have the duties and obligations set forth in Section 6505 and 6505.5 of the Act, as those sections may be amended from time to time. To the extent permitted by the Act, the Board of Directors may change the Treasurer and Controller of the Authority to any person or entity that is authorized by the Act to occupy such offices.

12.04 Compensation. With the exception of payments to the City of La Verne for work performed by the Treasurer and Controller, per a written agreement approved by the Board of Directors for financial services, there shall be no direct compensation paid by the Authority to any individuals contributed by a Member or Associate Member agency to serve in the capacity as an officer of the Authority, such as the Executive Director, Treasurer, General Counsel, or any other individuals who are employed by a Member or Associate Member agency and contributed to the Authority under this Article 12. The Authority shall consider the services of such personnel as part of a formula for the purpose of the distribution of proceeds from asset forfeiture seizures as provided in Section 5.01(k) to the contributing Member or Associate Member, unless direct reimbursement is otherwise authorized pursuant to Section 12.02 or Section 13.06 of this Agreement.

12.05 Personnel Contributed by Members. Participating personnel (both sworn and non-sworn) assigned to the Authority by a Member or Associate Member shall not be considered employees or contractors of the Authority for any purpose. Such personnel shall during the period of assignment remain employees of the assigning Members or Associate Members.

ARTICLE 13
BUDGET, OPERATING FUNDS, AND AUDITS

13.01 Annual Budget. The Executive Director will prepare and submit to the Board of Directors in sufficient time for revision and adoption prior to July 1 of each year, the annual budget of the Authority for the next succeeding Fiscal Year.

13.02 Disbursement of Funds. The Executive Director or his/her designee shall cause to have warrants drawn for the payment of funds or disbursements and such requisition for payment in accordance with rules, regulations, policies, procedures, and by-laws adopted by the Board. The Executive Director may apply for and receive and use credit cards for the sole purpose of conducting Authority business in accordance with written rules and regulations adopted pursuant to AB 1234.

13.03 Accounting. All funds received by the Authority shall be placed in the custody of the Treasurer. These funds shall be given object accounts, and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for by the Controller in accordance with generally accepted accounting principles applicable to governmental entities. There shall be strict accountability of all funds by the Controller. All revenues and expenditures shall be reported by the Controller to the Executive Committee on a quarterly basis, unless otherwise required by the Board of Directors.

13.04 Approval of Expenditures. All expenditures within the approved budget shall be made upon the approval of the Executive Director in accordance with the rules, policies, and procedures adopted by the Board.

13.05 Records and Audit. The Controller shall cause to be kept accurate and correct books of account showing in detail all financial transactions of the Members relating to the Authority, which books of account shall correctly show any receipts and also any costs, expenses, or changes paid or to be paid to a Member. Said books and records of the Authority in the hands of the Controller shall be open to inspection at all times during normal business hours by any representative of a Member, or by any accountant or other person authorized by a Member to inspect said books of records. The Controller shall cause the books of account and other financial records of Authority to be audited annually, or biennially if so authorized by the Board of Directors, by an independent certified public accountant and any cost of the audit shall be paid by the Authority. The minimum requirements shall be those prescribed by the State Controller under California Government Code section 26909 and in conformance with generally accepted auditing standards. The annual audit, or biennial as the case may be, shall be submitted to the Board of Directors and the Executive Committee when completed.

13.06 Compensation of Contributed Personnel. All participating personnel contributed and assigned to the Authority by a Member or Associate Member shall have their salary, benefits, and overtime paid by the respective Member or Associate Member. The Authority may, but is not obligated to, reimburse a Member or Associate Member for the overtime of sworn personnel and/or for salary, benefits and overtime of non-sworn personnel contributed for administrative support as authorized by Section 5.01(i) and Section 12.02, respectively and as approved by the Executive Director. It shall be the responsibility of the Authority to institute an auditing system wherein the hours worked by each individual will be documented and reported on a weekly basis, listing case reference numbers for submission in a timely manner to the individual's contributing agency.

ARTICLE 14
INDEMNIFICATION AND INSURANCES

14.01 Obligations of the Authority. The debts, liabilities and obligations of the Authority ("Authority Obligations") shall be the debts, liabilities and obligations of the Authority alone. The Authority Obligations shall not constitute debts, liabilities and obligations of any individual Member, and the Members shall have no liability therefore.

14.02 Contributed Member Employees. The Members acknowledge that each Member may be contributing and assigning its own personnel to a cooperative pool of personnel to provide service to the Authority. Each such contributing Member shall be solely responsible for and retain all debts, liabilities, and other obligations for all activities of its employees while acting in the course and scope of their assignment to the Authority, and shall maintain sufficient insurance coverage, as determined by the Member, in effect at all times to cover any such claim, loss, liability, or obligation, or otherwise provide for payment of such liability. Members may elect to self insure any insurance obligation under this Agreement.

14.03 Member Indemnity for General Liability of Contributed Employee. Except as provided in Section 18.05, each Member shall protect, defend, indemnify, and hold free and harmless the Authority and the other Members, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by a contributed employee of the Member who is performing Authority law enforcement or support functions, including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or alleged failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority and for which each Member shall maintain sufficient liability coverage, pooled self-insurance coverage, or a program of self-insurance, which includes coverage for contractual promises to indemnify, in effect at all times as determined by the Board of Directors, to cover any such damage claim, loss, cost, expense, action, proceeding, liability, or obligation.

14.04 Member Indemnity for Workers Compensation Liability of Contributed Employee. Each Member shall fully indemnify and hold harmless the Authority and each other Member, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the respective agency or any contract labor provider retained by the law enforcement agency, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the law enforcement agency or any contract labor provider retained by the law enforcement agency.

14.05 Risk Management. The Authority shall employ the principles of sound risk management in its operations. Risks of loss shall be identified, evaluated, and treated in a manner that protects the Authority and each Member from adverse financial consequences. This may be accomplished in part through the purchase of appropriate commercial insurance. The Board of Directors may designate a Risk Manager from one of the Members (the "Authority Risk Manager") who shall act in an advisory capacity to the Board to provide guidance in the area of risk management, loss control, insurance procurement, and claims management. The Authority Risk Manager or his/her designee will be responsible for maintaining the original insurance policies and other risk management and insurance documents.

14.06 Authority Indemnity of Members. The Authority shall protect, defend, indemnify, and hold free and harmless the Members, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by staff employed by the Authority hired pursuant to Section 12.02 including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or alleged failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority.

ARTICLE 15
MEMBER RESPONSIBILITIES

15.01 Each Member shall have the following responsibilities:

a) To appoint its Director, or alternate as may be allowed, to or remove from the Board as set forth in Article 6.

b) To consider proposed amendments to this Agreement as set forth in Article 18.

c) To make contributions in the form of membership premiums, assessments, and fees, if any, in accordance with the Bylaws and as determined by the Board, for the purpose of defraying the costs of providing the annual benefits accruing directly to each party from this Agreement. Any such contributions are subject to approval by the governing bodies of Member agencies from whom such contributions are sought.

d) To provide to the Authority such other information or assistance as may be necessary for the Authority to carry out crime prevention programs as determined by the Board.

ARTICLE 16
ADMISSION AND WITHDRAWAL OF PARTIES

16.01 Public agencies with law enforcement departments and federal and California law enforcement agencies may become Members of the Authority upon approval and execution of this Agreement and under such terms and conditions as are determined by the Bylaws and upon approval of the Board.

16.02 The Executive Director shall file a notice of this Agreement within 30 days of its effective date with the office of the California Secretary of State, as required by Government Code Section 6503.5. Upon any change in membership, the Executive Director/Secretary shall file a notice of such change of membership within 10 days of its effective date with the Secretary of State and with the county clerk of each county in which the Authority maintains an office, as required by Government Code Section 53051.

16.03 Members may withdraw from the Authority in accordance with the following procedures and conditions:

a) A Member may withdraw as provided and in accordance with Section 3.03 of this Agreement.

b) After the expiration of the period provided in Section 3.03, a Member may withdraw as follows:

(1) Effective Date of Withdrawal for a Member or Associate Member. Such withdrawal shall become effective sixty (60) days following the giving of written notice of withdrawal of participation by any Member or Associate Member agency to the Executive Director. This 60-day period will provide for the timely transfer of assignments and the selection of replacement personnel.

2) Disposition of Assets Upon Withdrawal. Upon the withdrawal of a Member or Associate Member, that agency will receive its allocation of assets, including asset forfeiture funds, accrued until the date of withdrawal. Such allocation shall be reduced by the amount of any delinquent fees or assessments owed by the Member or Associate Member.

16.04 The Board of Directors may terminate membership of any Member or Associate Member upon majority vote of the entire Board, upon the effective date set by the Board.

ARTICLE 17
DISSOLUTION AND DISPOSITION OF ASSETS

17.01 Except as provided herein, the Members agree that all supplies and equipment purchased by the Authority shall be owned and controlled by the Authority as its sole and separate property and not as property of any Member.

17.02 The Authority shall continue to exist and exercise the powers herein until the Authority is terminated and dissolved by a vote of two-thirds of the entire Board of Directors; provided, however, that no such dissolution shall be complete and final until the Authority has satisfactorily disposed of all financial obligations and claims, distributed all assets, and performed all other functions deemed necessary by the Board to conclude the affairs of the Authority.

17.03 Termination shall occur upon:

a) The written consent of two-thirds of the Board of Directors; and

b) Full satisfaction of all outstanding financial obligations of the Authority; and

c) All other contractual obligations of the Authority have been satisfied.

17.04 In the event of such termination of the Authority, any funds remaining following the discharge of all debts and obligations shall be disposed of by distribution to each Member who is on the Board immediately prior to the termination of the Authority, a share of such funds proportionate to the contribution made to the Authority by the Member which have accrued during its participation, to the extent determined by the Board in its sole discretion to be fair and equitable and consistent to the distribution of assets as specified in the Bylaws.

17.05 Notwithstanding any other provisions of the Agreement, the Members agree to abide by the following procedure for selling of equipment in the event the Agreement is terminated. The equipment shall be given a fair market value by an appraiser agreed upon by the Board. Before the equipment is sold on the open market, each Member shall have the right to purchase the equipment at a price and under terms as agreed upon by the Board which may include a financing arrangement for the purchaser to allow for a transition period after the termination of this Agreement. If an agreement cannot be reached concerning a purchase of the equipment, then it shall be sold on the open market. Proceeds from the sale of equipment upon termination of the Agreement shall be distributed to the Members in a manner consistent with the distribution of assets as provided in the Bylaws, and any modifications to that formula adopted by the Board.

ARTICLE 18
MISCELLANEOUS

18.01 Amendments. This Agreement may be amended with the majority approval of the Members; provided, however, that no amendment may be made that would adversely affect the interests of the owners of bonds, letters of credit, or other financial obligations of the Authority.

18.02 Notices. Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each party. The party may give notice by:

Personal delivery;

E-mail;

U.S. Mail, first class postage prepaid;

Facsimile; or,

Any other method deemed appropriate by the Board.

At any time, by providing written notice to the other parties to this Agreement, any party may change the place, facsimile number or e-mail for giving notice. All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest:

The date of personal delivery;

The fifth business day following deposit in the U.S. mail, when sent by "first class" mail; or,

The date of transmission, when sent by e-mail or facsimile.

18.03 Effective Date. This Agreement shall be effective at such time as provided in Section 3.02.

18.04 Conflicts of Interest. No official, officer or employee of the Authority or any Member shall have any financial interest, direct or indirect, in the Authority. Nor shall any such officer or employee participate in any decision relating to the Authority that affects his or her financial interests or those of a corporation, partnership, or association in which he or she is directly or indirectly interested, in violation of any State law or regulation. The Authority shall be subject to a Los Angeles County Conflict of Interest Code, as adopted by the Board of Supervisors, and must comply with all filing and other requirements as set forth therein and in State law.

18.05 Dispute Resolution and Arbitration. Disputes regarding the interpretation or application of any provision of this Agreement shall first, to the extent reasonably feasible, be resolved by and between any Members, or by and between any such Member and the Authority, through consultation between the parties. In the event the parties cannot resolve their dispute, then the Executive Committee shall form a subcommittee of three non-interested, objective Members of the Executive Committee who may resolve the dispute.

In the event the dispute cannot be resolved by the subcommittee of the Executive Committee, as provided hereinabove, the parties to the dispute agree to resolve the matter through non-binding mediation by a mediator to be mutually selected by the disputing parties, unless the parties agree to a different process for dispute resolution. Either Party may take other available legal actions only after the procedures for alternative dispute resolution as specified in this Section 18.05 are complied with and completed.

18.06 Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable or void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

18.07 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members hereto.

18.08 Assignment. No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund or asset of the Authority.

18.09 Governing Law. This Agreement is made and to be performed in the County of Los Angeles, State of California, and as such California substantive and procedural law shall apply.

18.10 Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

18.11 Counterparts. This Agreement may be executed in counterparts.

18.12 Execution. The legislative body or governing body of each Member enumerated herein have each authorized execution of this Agreement, as evidenced by the authorized signatures below, respectively.

18.13 Entire Agreement. This Agreement, supersedes any and all other agreements whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by the Authority and all Members.

IN WITNESS WHEREOF, each Member has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:

City of Monterey Park Authorization
for Membership in the LOS ANGELES INTERAGENCY METROPOLITAN
POLICE APPREHENSION CRIME TASK FORCE
(L.A. IMPACT)

IN WITNESS WHEREOF, the City of Monterey Park, by Resolution of its City Council has caused this Joint Powers Agreement to be executed on its behalf by the City Manager, and attested by the City Clerk, as of the date so executed below.

City of Monterey Park, CALIFORNIA

Dated: September 7, 2011

By______________________
Paul Talbot
City Manager

ATTEST:

____
David Barron
City Clerk

APPROVED AS TO FORM:

____
for Mark D. Hensley
City Attorney

1-27-11

Staff Report City of Monterey Park

DATE: December 19, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: JIM SMITH, CHIEF OF POLICE

SUBJECT: DECLARATION OF SURPLUS PROPERTY AND APPROVAL OF EXCHANGING SURPLUS PROPERTY FOR NEW EQUIPMENT.

DISCUSSION:

In 2008, the Police Department obtained Israeli Military Industries (IMI) Micro Galil rifles for use by department personnel. These rifles are restricted to law enforcement use under State and Federal law and were donated to the Department from Botach Tactical, Inc., with the approval of the U.S. Bureau of Alcohol, Tobacco, and Firearms (ATF). The rifles have been used by sworn police personnel since they were obtained. Currently, MPPD is the only police agency in the United States using the Micro Galil as its primary patrol rifle and IMI is no longer producing the rifle. Due to IMI no longer making the rifle replacement parts, magazines, and other accessories for the rifle are difficult to find. The police department has 143 Micro Galils in its inventory.

In November of 2012, the police department was again approached by Botach Tactical Inc., regarding our willingness to trade in the Micro Galil rifles for 65 new Heckler and Koch (H&K) 416 (M-4 style) rifles and 15 new H&K 416 lower receivers (this is the main component of the rifle). The H&K 416 is widely used by both American law enforcement agencies as well as the U.S. military. The current value of the Micro Galil rifles is approximately $500 per rifle, but there is little to no market for the rifle itself, only for the parts. Botach Tactical, Inc. will dismantle the rifles and sell the parts. The H&K 416 is valued between $1,050 and $1,200 per rifle (depending on accessories). Staff estimates that the current Micro Galil rifles would need to be replaced in the next 3 to 5 years at a substantial cost. The new H&K 416 rifles would not need replacements for at least 10 years.

The exchange of the weapons and dismantling of the Micro Galil rifles is regulated by the U.S. Bureau of Alcohol, Tobacco, and Firearms, and the ATF will authorize and supervise the transaction.

This transaction requires the City Council to declare the property (Micro Galil rifles) surplus in accordance with Government Code § 37350 in order for the exchange of the Micro Galil rifles and H&K rifles to take place.

CEQA (California Environmental Quality Act):

Not Applicable.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is recommended that the City Council:

1. Approve a resolution declaring the 143 I.M.I. Micro Galil rifles currently owned by the police department as surplus property in accordance with Government Code § 37350; and

2. Approve the exchange between the police department and Botach Tactical, Inc. of 143 I.M.I. Micro Galil rifles for 65 H&K 416 rifles.

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

By : ______________________
Jim Smith
Chief of Police

Approved: ______________________
Paul Talbot
City Manager

RESOLUTION NO. _____

A RESOLUTION DECLARING PERSONAL PROPERTY AS SURPLUS AND AUTHORIZING THE CITY MANAGER TO DISPOSE OF SUCH PROPERTY BY SALE, DONATION, OR OTHER MEANS.

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

SECTION 1: *Surplus Declaration.* After reviewing and considering the list of personal property ("Surplus Property") attached as Exhibit "A," to this Resolution, the City Council finds and declares that the Surplus Property is no longer required for City uses and, accordingly, may be declared surplus in accordance with Government Code § 37350.

SECTION 2: *Authorization.*

A. The City Manager, or designee, is authorized to dispose of salvageable Surplus Property through sale in the open market. Property disposition may occur by public auction, competitive sealed bids, or exchange or trade in for new goods.

B. The City Manager, or designee, is authorized to sell any Surplus Property to a governmental, public, or quasi-public agency without advertisement for or receipt of bids.

C. The City Manager, or designee, is authorized to donate, as appropriate, Surplus Property to any governmental, public, or quasi-public agencies, charities, or non-profit organizations.

D. The City Manager, or designee, is authorized to dispose of Surplus Property that does not have salvage value, as determined by the City Manager, or designee, in any reasonable manner.

SECTION 3: *Record-keeping and Proceeds.*

A. The purchasing officer must keep regular logs showing the Surplus Property, the method of disposal, and the amounts recovered from its disposal.

B. Proceeds from the sale of the Surplus Property must be deposited into the appropriate City fund as determined by the City Manager.

SECTION 4: This Resolution becomes effective immediately upon adoption and will remain effective until superseded by a subsequent resolution.

PASSED AND ADOPTED this 19th day of December, 2012.

Mitchell Ing, Mayor

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

By:

Karl H. Berger, Assistant City Attorney

CERTIFICATION

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

I, David Barron, City Clerk of the City of Monterey Park, California, DO HEREBY CERTIFY that the whole number of members of the City Council of the said City is five; that the foregoing resolution, being RESOLUTION NO. ______ was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the _____ day of _______________, 20__, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTION:
NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this _______ day of ____________, 20__.

David Barron, City Clerk
Of the City of Monterey Park,
California
(SEAL)

EXHIBIT "A"

MPPD MICRO GALIL RIFLE INVENTORY LIST

	Model	Serial Number
1	699/6000	30100069
2	699	30100109
3	699/6000	30100114
4	699	30100120
5	699	30100138
6	699	30100149
7	699	30100160
8	699	30100173
9	699	30100205
10	699	30100208
11	699	30100212
12	699/6000	30100221
13	699	30100223
14	699	30100237
15	699	30100241
16	699	30100247
17	699	30100255
18	699	30100257
19	699	30100261
20	699	30100263
21	699	30100265
22	699	30100266
23	699	30100272
24	699	30100274
25	699	30100277
26	699/6000	30100477
27	699	30100511
28	699	30100516
29	699	30100525
30	699	30100526
31	699	30100527
32	699	30100532
33	699	30100533
34	699	30100534
35	699	30100538
36	699	30100540

EXHIBIT "A"

MPPD MICRO GALIL RIFLE INVENTORY LIST

	Model	Serial Number
37	699	30100542
38	699	30100547
39	699	30100556
40	699	30100557
41	699	30100583
42	699	30100607
43	699	30100620
44	699	30100622
45	699	30100646
46	699	30100651
47	699	30100731
48	699	30100732
49	699	30100733
50	699	30100760
51	699	30100764
52	699	30100768
53	699	30100779
54	699	30100780
55	699	30100735
56	699/6000	30100744
57	699	30100752
58	699/6000	30100753
59	699/6000	30100755
60	699	30100757
61	699	30100783
62	699/6000	30100784
63	699	30100786
64	699	30100791
65	699	30100792
66	699	30100793
67	699	30100794
68	699	30100795
69	699	30100798
70	699	30100873
71	699	30100880
72	699	30100882

EXHIBIT "A"

MPPD MICRO GALIL RIFLE INVENTORY LIST

	Model	Serial Number
73	699	30100883
74	699	30100885
75	699	30100888
76	699	30100889
77	699	30100890
78	699	30100891
79	699	30100896
80	699	30100897
81	699	30100898
82	699	30100899
83	699	30100902
84	699	30100907
85	699	30100910
86	699	30100917
87	699	30100922
88	699	30100931
89	699	33104662
90	699	33104467
91	699	33104668
92	699	33104669
93	699	33104676
94	699/6000	33104677
95	699/6000	33104679
96	699	33104683
97	699	33104685
98	699	33104690
99	699	33104700
100	699/6000	33104701
101	699	33104706
102	699	33104715
103	699	33104716
104	699	33104718
105	699	33104719
106	699	33104722
107	699	95107553
108	699	95107567

EXHIBIT “A”

MPPD MICRO GALIL RIFLE INVENTORY LIST

	Model	Serial Number
109	699	97107043
110	699	97107082
111	699	97107150
112	699	97107166
113	699	97107357
114	699	97107493
115	699	97107518
116	699	97107596
117	699	97107619
118	699	97107648
119	699	97107748
120	699	97107798
121	699	97107882
122	699	97107888
123	699	97107908
124	699	97107915
125	699	98109640
126	699	98109679
127	699	98109708
128	699	98109783
129	699	98109796
130	699	98109800
131	699	98109809
132	699	99103809
133	699	99103833
134	699	99103951
135	699	99120791
136	699	99120792
137	699	99120793
138	699	99120799
139	699/6000	99120800
140	699	99120813
141	699	98109665
142	699	97107072
143	699	30100226

Consent Calendar
Agenda Item 10

Staff Report City of Monterey Park

December 19, 2012

To: Paul Talbot, City Manager

From: Robert Quintero, Interim Director of Public Works

Re: Equipment Replacement –Loader/Backhoe

Background/Discussion

The 2012-2013 budget included $75,000 for the replacement of a loader/backhoe (Unit #836) for the Water Department. The current loader/backhoe is a 1997 Kubota L35 with 2,332 operating hours.

This loader/backhoe operates on diesel fuel and has no emission devices with a tier "0" engine. Due to the regulations set forth by AQMD, as of January 2013, the City will no longer be able to utilize this equipment and it must be retired. The manufacturer does not have any available emission retrofit devices or re-power(rebuilt engine) available due to its' age.

Our The Water department Division utilizes this loader/backhoe on a daily basis to break out concrete and asphalt patches within the cityCity. Without this specialized piece of equipment it would be virtually impossible to maintain city water line repairs in a timely manner.

The 2012 Kubota model #L45 is a AQMD certified loader/backhoe with all required emissions devices included. It offers a 45 hp power plant which is fuel injected. This loader/backhoe has an AQMD certified interm tier 4 engine. Standard equipment include roll over protection, hydrostatic transmission, backup alarm, curved boom remote hydraulic control valves and digital instrumentation with indicator warning lights.

This loader/backhoe is available thru an HGAC co-op purchase program(contract #EM06-11) for all government and municipality agencies which offers a 20% discount.

Under joint purchase, participating agencies can acquire goods and services at the lowest prices possible through volume discount without repeating the bid process. Joint Purchase is a permitted purchasing method per the Monterey Park Municipal Code, Section 3.20.050(3).

The State of California has recently gone through the formal bid process for Kubota backhoe/loaders and the low bid was from Diamond "A" Equipment. Through the joint purchase process the City is able to obtain a Kubota loader/backhoe from Diamond "A" Equipment at the price of $62,855.24 per unit. This price includes sales tax, and an upgraded 24 month/2,000 hour warranty (upgraded from the standard 1-year/1,000 hour warranty). Should the City go through the bidding process independently to purchase this loader/backhoe the cost would be approximately $20,000 more.

Fiscal Impact

The 2012-2013 budget included $75,000 for the replacement of a loader/backhoe. The cost for the replacement loader/backhoe from Diamond "A" Equipment is $62,855.24 and is within budget.

Recommendation

It is recommended that the City Council authorize the City Manager, or designee, to approve the purchase of a Kubota L45 loader/backhoe from Diamond "A" Equipment at the cost of $62,855.24 per Monterey Park Municipal Code Section § 3.20.050(3).

By: ______________________
Robert Quintero
Interim Director of Public Works

Approved: ______________________
Paul Talbot
City Manager

Staff Report City of Monterey Park

DATE: DECEMBER 19, 2012

TO: PAUL TALBOT, CITY MANAGER

FROM: ROBERT QUINTERO, INTERIM DIRECTOR OF PUBLIC WORKS

SUBJECT: RESOLUTION DELEGATING SIGNING AUTHORITY FOR CALIFORNIA ENERGY COMMISSION

The City of Monterey Park is required to adopt a resolution that approves entering into an agreement with the California Energy Commission for a grant to install a Compressed Natural Gas fueling station and authorizes a delegate to execute all necessary documents.

DISCUSSION:

In March 2012, City staff submitted a competitive grant application to the California Energy Commission's Alternative and Renewable Fuel and Vehicle Technology Program for partially fund the installation of a Compressed Natural Gas (CNG) fueling station at the City Yard.

The State's Air Resources Board (ARB) requires that the City's public transit diesel buses be replaced by alternative-fueled vehicles, and three new CNG buses are scheduled for delivery in Spring 2013.

Public agencies that receive funding under the Energy Commission's Program must provide an authorizing resolution that is approved by their governing authority to enter into an Agreement with the Energy Commission and designates an authorized representative to sign.

Staff is recommending that Council adopt the resolution that approves entering into an agreement and designating the Director of Public Works, or his designee, as an authorized representative to execute documents.

FISCAL IMPACT:

Commission staff is recommending grant funding in the amount of $300,000. City matching funds are estimated at $477,000 and will be paid from Measure R funds in the amount of $200,000.00 and Proposition A funds in the amount of $277,000.

RECOMMENDATION:

Staff is requesting that City Council adopt the attached resolution.

By: ______________________
Robert Quintero
Interim Director of Public Works

By: ______________________
Annie Yaung
Financial Services Manager

Approved: ______________________
Paul Talbot
City Manager

RESOLUTION NO. __

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE, AND APPROPRIATE GRANT FUNDS THROUGH THE CALIFORNIA ENERGY COMMISSION TO INSTALL A COMPRESSED NATURAL GAS FUELING STATION

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

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

A. In March 2012, the submitted a competitive grant application to the California Energy Commission's Alternative and Renewable Fuel and Vehicle Technology Program for partially funding the installation of a Compressed Natural Gas (CNG) fueling station at the City Yard;

B. The State's Air Resources Board (ARB) requires that the City's public transit diesel buses be replaced by alternative fueled vehicles and three CNG buses are scheduled for delivery in Spring 2013;

C. The City Council is informed that the City may receive grant funding in the amount of $300,000. City matching funds that are estimated at $477,000 and can be paid for from Air Quality, Measure R or Proposition A/C local return funds;

SECTION 2: The City Manager, or designee, is authorized to apply for and receive a grant for the reasons set forth in this Resolution.

SECTION 3: The City Manager, or designee, is authorized to execute any required documents in a form approved by the City Attorney to receive the grant for the purposes identified including, without limitation, an agreement for receiving grant funds.

SECTION 4: The City Manager, or designee, is authorized to accept and spend the grant monies identified in this Resolution for the purposes set forth herein.

SECTION 5: The City Council hereby amends or supplements the City's Budget for fiscal year 2012-2013 to appropriate the monies identified herein to pay for the plan proposed by the City in support of its grant application. The City Manager, or designee, is authorized to implement the purpose of this section.

SECTION 6: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____________, 2012.

____

Mitchell Ing,
Mayor

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

I, David Barron, City Clerk of the City of Monterey Park, California, hereby certify that the whole number of members of the City Council of the City is five; that the foregoing Resolution No. _________ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the _______ day of _________________, 2012, and the same was so passed and adopted by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

____

David Barron,
City Clerk

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

By: ______________________________
Karl H. Berger
Assistant City Attorney

ORAL AND WRITTEN COMMUNICATIONS

Public Hearing
Agenda Item 12

Staff Report City of Monterey Park

DATE: December 19, 2012

TO: HONORABLE MAYOR ING AND CITY COUNCIL

FROM: PAUL TALBOT, CITY MANAGER
MARK D. HENSLEY, CITY ATTORNEY

SUBJECT: MONTEREY PARK MARKET PLACE PROJECT

SUMMARY

This item involves consideration of the Monterey Park Market Place Project, including a proposed precise plan, tentative tract map, development agreement, and associated supplemental environmental impact report ("SEIR"). After conducting a public hearing and considering the proposed entitlements, the City Council may take action on the Precise Plan, Tentative Tract Map, and the SEIR. The Development Agreement ordinance may be introduced and may be approved on a second reading at the next City Council meeting. The Precise Plan and Tentative Tract Map will not be considered effective until approval of the Development Agreement.

While approval of the project entitlements would permit the applicant to begin certain grading and construction activities, additional approvals would be required for project completion. The City's Design Review Board would need to approve architectural review, a master sign plan, and hardscape and landscaping plans. The City Engineer would need to approve the final tract map. The Project would also require different levels of approvals from Caltrans; the City of Montebello, related to approval of signs and offsite roadway improvements required as part of the Project's traffic mitigation measures; the South Coast Air Quality Management District; and the Los Angeles Regional Water Quality Control Board. Some of these approvals are ministerial in nature.

BACKGROUND AND ANALYSIS

I. Background and Project Location

1. Project Site

The proposed project is located on approximately 51 acres in the southern portion of Monterey Park, along the north side of the SR-60 Freeway between the Paramount Boulevard and Potrero Grande Drive exits. It is bounded by Southern California Edison ("SCE") easements on the northwest and northeast. Beyond the SCE easements are Potrero Grande Drive to the northwest and the Resurrection Cemetery and residential land uses to the northeast and east. The primary access to the project site would be from Greenwood Avenue and Neil Armstrong Street. The site is zoned R-S(PD) – Regional Specialty Center – Planned Development Overlay Zone and the General Plan land use designation is Commercial. While the R-S(PD) Overlay Zone permits retail, restaurant and service uses, any development project in such a zone must submit a precise plan to be approved by the Planning Commission or City Council. The Project applicant currently holds an option to purchase the project site from the OII Site Custodial Trust, which is responsible for the environmental remediation of the property. The Purchase and Sale Agreement between the parties would require that the Project applicant purchase the entire parcel northeast of the proposed Market Place Drive. While the Project applicant has expressed its intention to purchase the entire Project site, the Purchase and Sale Agreement provides that it may purchase the portion southwest of Market Place Drive (identified as Lots 7 through 11 on the Tentative Tract Map) as part of a later phase or decline its option to purchase such parcel.

2. Prior and Existing Uses

The project site is partially covered by the northern portion of a former 190-acre landfill, which was previously operated as a municipal waste disposal facility. The landfill has been inactive since 1984 and was listed on the National Priorities List as a Superfund Site in 1986. As part of the site cleanup process, a leachate treatment plant ("LTP") and thermal destruction facility ("TDF") were constructed on the site to process hazardous substances collected from the south parcel of the landfill. The proposed project would not affect these existing improvements. Other than the LTP and TDF, there are no structures on the project site.

3. Prior Approved Project

In March 2000, the Commission approved a project and certified an Environmental Impact Report and Environmental Impact Study ("EIR/EIS") for the project site. The project proposed 515,382 square feet of development for a proposed shopping center, including 267,148 square feet of anchor retail uses (consisting of two anchor retail stores), 196,995 square feet of other retail uses, 36,250 square feet that could be used for either retail or restaurant uses, and 14,989 square feet of restaurant uses (the "Approved Project"). The project also included 2,971 parking spaces.

4. Planning Commission Recommendation

The Planning Commission conducted a public hearing and considered all requested entitlements and the SEIR at its meetings on August 28 and November 13, 2012. The Planning Commission recommended approval of all requested entitlements and the SEIR with no further modifications or amendments.

II. Proposed Project

The proposed project includes a total of 500,000 square feet of development, including 455,000 square feet of commercial retail uses (including three anchor retail stores), 29,000 square feet of restaurant uses, 11,000 square feet that could be used for either retail or restaurant uses, and 5,000 square feet of bank uses (the "Project"). The Project also includes approximately 2,420 parking spaces, resulting in a surplus of 496 parking spaces beyond that required by the

Monterey Park Municipal Code. Based upon the project description in the SEIR, the anchor retail stores will likely include a home improvement store and a warehouse or department store. A garden center would be attached to the home improvement store. Based on the SEIR and Precise Plan, the smaller buildings are planned to be used for a bank, three fast-food restaurants and three sit-down restaurants. The remaining development pads would be primarily used for mixed-retail uses, although the specific type of retail or restaurant use is not currently known at this time. The Project would also include several illuminated building and tenant identification signs as well as signs located near the SR-60 to advertise tenants.

III. Montebello Sales Tax Agreement

During the approval process for the Approved Project, Montebello raised concerns regarding the project's potential impact on retail located within Montebello and infrastructure and roadway improvements needed for the Approved Project within Montebello city limits. In 2001, in consideration for Montebello assisting with project improvements needed in Montebello and agreeing to support the Approved Project, the City and the former Redevelopment Agency entered into an Agreement Concerning the Monterey Park Market Place Shopping Center and the Apportionment of Sales Tax Revenues Therefrom with Montebello and the Community Redevelopment Agency of the City of Montebello (the "Sales Tax Agreement"). The Sales Tax Agreement required Montebello to, among other things, (i) enter into road and slope easements with SCE for the construction of Market Place Drive and dedicate the easement area into the city street system; and (ii) agree that the proposed signs are a permitted use within Montebello. Montebello has completed these actions. The Project applicant is required to construct the street improvements and signs located in Montebello.

The Sales Tax Agreement also requires the City to give Montebello an apportionment of Market Place's sales tax revenue. The City must pay Montebello a minimum of $25,000 in sales tax revenue per quarter, commencing one year after Market Place is open to the public for business. The minimum sales tax revenue may be increased under the Sales Tax Agreement after the 20th quarter of payments. The amount of sales tax owed is 18% of sales tax revenue for non-specified retailers. For specified retailers, including, among others, Staples, Costco, Circuit City, J.C. Penney, Sears, Mervyns, Ross, Gap, and Petco, the City must pay to Montebello 50% of the sales tax revenue for the first 20 quarters of payments and 18% thereafter. The Sales Tax Agreement continues in perpetuity and never expires by its terms. The City cannot solicit any of the specified retailers to lease or occupy space within Market Place for the first 20 quarters; however, specified retailers may independently inquire about leasing space within Market Place and may sign a lease for such space as long as the City does not subsidize the lease or tenancy. The City must also pay Montebello a public safety payment of $5,000 per quarter, commencing one year after Market Place is open to the public. The City must also pay for any reasonable increased costs for police or other public safety services along Paramount Boulevard during the holiday shopping season. In return, Montebello is required to cooperate and work constructively with the City and Project applicant regarding the Project and any approvals required to be obtained from Montebello.

IV. Required Easements

1. Existing Easements

Several easements are required for construction of the project, regardless of whether the Council approves the Approved Project, the Project, or one of the SEIR alternatives. On July 17, 2003, Montebello acquired permanent easements from SCE for the construction of Market Place Drive, a parking lot, construction of two signs, and slope easements associated with the construction of Market Place and Market Place Drive. Montebello subsequently transferred the easements for construction of a parking lot, a slope easement and easements for installation of two signs to the Monterey Park Redevelopment Agency. On June 15, 2012, the Oversight Board for the Successor Agency to the Redevelopment Agency approved the transfer of the easements from the Successor Agency to the City to use for the Market Place Project. The easements are currently in the process of being assigned to the City by the Successor Agency. Pursuant to the Development Agreement, discussed below, the Project applicant will pay market value for the easements acquired by the former Redevelopment Agency, excluding the easements required for the construction of Market Place Drive and associated roadway improvements. Any construction in the easement areas must be approved by SCE prior to construction. Easement Areas H and Q, located on the southwest portion of the Project site, will only be transferred to the Project applicant upon its purchase of that portion of the property. In the event that the Project applicant elects not to purchase the southwest parcel, the Development Agreement requires that it enter into a Reciprocal Easement Agreement with any future owner of the parcel to permit shared use of the easements.

2. Proposed Easements

The Project applicant is currently seeking to acquire additional easements from SCE to allow additional parking and a slope easement along the northern project site boundary. Negotiations regarding these sites remain ongoing between the Project applicant, the City and SCE. These easements are not considered part of the Project currently sought for approval and are not analyzed in the SEIR. It is anticipated that the Project applicant will obtain these easements through a land swap with SCE at no additional cost to the City.

V. Proposed Entitlements

1. Precise Plan

Because the Project is in a R-S(PD) Overlay Zone, a Precise Plan must be approved that includes the specific land use regulations particular to the project site. The proposed Precise Plan generally regulates the permitted uses; maximum square footage for each development pad; building height and setbacks; parking; landscaping; signs; access and circulation; and trip reduction measures. It also includes a lighting plan, sign plan, landscaping plan, and elevations, which provide general guidelines for those improvements subject to final refinement and approval by the Design Review Board. The major provisions of the Precise Plan are as follows:

- The uses are restricted to an identified list of commercial, retail, and restaurant uses listed in Table V-1 (Permitted Uses). Banks and fitness centers are limited to one each within the project site. Certain ancillary uses are permitted for the home improvement center, including limited outdoor displays, truck rentals, and seasonal sales.

- The Precise Plan replaces the need for tenants or the Project applicant to seek conditional use permits for certain uses that would otherwise require one. The Precise Plan would permit a total of 5 restaurants to serve alcohol (subject to approval by ABC) and a maximum of 3 drive-thru restaurants.

- The maximum square footage for the site is 500,000 square feet. Individual building pads are limited to the square footage provided in Table V-2. The maximum square footage for the project site or any individual building pad may be increased in accordance with the amendment provisions discussed in the Development Agreement, below.

- The maximum height of any building is the same as generally permitted in the R-S Zone, which generally limits height to 50 feet or 4 stories.

- A minimum of 1,924 parking spaces are required for the Project. 22% of the required parking spaces may be compact spaces.

- The Project must include trip reduction measures, including bike racks and facilities, carpool and vanpool parking spaces, an on-site bus stop, and charging locations for electric vehicles.

2. Development Agreement

Government Code Section 65864 *et seq.* authorizes cities to enter into development agreements to provide developers certainty that, upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules, and regulations, subject to conditions of approval and mitigation measures. In return, cities may demand certain public benefits be paid or provided by the developer. The proposed Development Agreement would grant the Project applicant the right to develop the Project pursuant to the City's zoning provisions and other applicable rules and regulations in place at the time the development agreement is executed by the Project applicant and the City. In return, the development agreement would restrict development of the project site to the Project described in the project approvals and would provide certain assurances that the Project applicant would seek high-quality tenants. The development agreement does not affect the right of the City to exercise its police powers to (1) enact regulations that are necessary to preserve the public health and safety, (2) amend its Building Code or Fire Code, or (3) enact regulations that are necessary to comply with state or federal laws or regulations. The term of the Agreement would be 10 years, beginning upon the issuance of the first Certificate of Occupancy for the Project. The major terms of the Development Agreement are as follows:

A. Tenant Mix

At least 51% of the leased square footage of the Project must be leased to high-quality tenants with at least 20 stores in California or 50 stores nationally of a similar quality as stores found in other high-quality shopping centers (such as Long Beach Towne Center, the Commons at Chino Hills, etc.) ("Qualifying Tenants"). This requirement will generally last between 7-10 years from the date that 175,000 square feet of the project has been constructed, based on certain triggering events. The Project applicant must lease to at least three Qualifying Tenants at anchor locations of at least (1) 75,000, (2) 50,000 and (3) 15,000 square feet. The Development Agreement contains no restriction on how the other 49% of the project site is leased, other than the use restrictions provided in the Precise Plan. The Agreement does not guarantee that such high-quality tenants will ever actually open at the project site. Based on the proposed site plan included with the Precise Plan, the Project applicant would be able to meet this requirement if it leased the three proposed anchor locations (of 140,000 SF, 140,000 SF, and 41,000 SF) to Qualifying Tenants.

If a Qualifying Tenant subsequently leaves and subleases its property, it may sublease the property to any subtenant ***even if the Qualifying Tenant never actually opens a store for business***. If this occurs after 300,000 square feet of the Project has been leased and the sublease results in the Project having less than 51% Qualifying Tenants, the Project applicant must use its best efforts to lease any other parcels it controls to meet the 51% requirement. If this occurs before 300,000 square feet of the Project has been leased, the Project applicant must lease vacant space to Qualifying Tenants until it meets the 51% requirement. This creates a potentially significant issue, in that if a large anchor tenant subsequently subleases its property to a non-Qualifying Tenant and the project site is near full occupancy, it the Project may not meet the 51% requirement; however, certain potential tenants have strenuously objected to any limitation on their ability to sublease their property. ***This is a policy consideration that may or may not significantly affect the ultimate development of the site.***

B. Infrastructure and Off-Site Improvements

The Project applicant will construct all on-site infrastructure and off-site improvements required by the SEIR and Project Approvals. The applicant must make a good faith effort to seek approval of the off-site improvements from the necessary approving agencies. The off-site improvements may be funded from another source if the Project applicant can show that the source has committed to paying for the improvements. In the event that Montebello or Caltrans does not approve plans for the off-site improvements prior to the time that a portion of the Project is set to open, the Project applicant will set aside money in a trust fund to finance the off-site improvements in those jurisdictions if and when the plans are approved. It is anticipated that Caltrans may construct certain improvements required for the SR-60 Pomona Freeway on and off ramps; however, in the event that Caltrans fails to do so, the Project applicant would be required to pay for the improvements.

C. Easement Transfer

The easements currently held by the City will be transferred to the Project applicant once (1) 125,000 square feet of the development has been leased to Qualifying Tenants; (2) the Project applicant has closed escrow on the Property; and (3) the Project applicant has deposited an amount equal to the market value of the easements (other than the easements required for construction of Market Place Drive) into escrow, to be paid to the City upon transfer of the easements. If the Project applicant has not constructed at least 175,000 square feet of the Project within 5 years, it must place the appraised value of the Market Place Drive easements (not to exceed $800,000) into a trust fund, which will be released to the City to pay for the Market Place Drive easements at the end of an additional 5 years if the Project applicant has not completed construction of at least 175,000 square feet of building shells and the Paramount Avenue off-site improvements.

D. Amendments to the Precise Plan and Site Plan

The Community Development Director may approve any amendments to the Precise Plan and site plan that relocate less than 150,000 square feet of development and involve (1) no additional uses, (2) no increase in the maximum height, (3) no increase in Project aggregate square footage above 600,000 square feet, and (4) no changes requiring additional environmental review pursuant to CEQA. Any changes that relocate more than 150,000 square feet but none of the other changes listed above may be approved by the Planning Commission. All other changes must be approved by the City Council.

E. HUD Requirements

The Project applicant is required to comply with the requirements of the HUD Section 108 Loan regarding local hiring and hiring low- and moderate- income employees.

F. Annual Reviews

Pursuant to the Development Agreement Act, the Planning Department will conduct annual reviews to ensure the Project applicant's compliance with the terms of the Development Agreement.

G. Assignment

The City must approve any assignment of the project site before the Project applicant leases 175,000 square feet of the Project to Qualifying Tenants. The City has no authority to review an assignment after 175,000 square feet have been leased.

3. Tentative Tract Map

A tract map is required in most instances when a developer seeks to subdivide its property. A tract map is required for the proposed Project, as the Project applicant proposes to subdivide the project site into 12 different lots to permit lots to be individually sold or leased. The proposed lots generally correspond with the proposed development pads. The tract map identifies the existing easements and includes conditions associated with the engineering and infrastructure development of the project site. The City Engineer must approve the final tract map upon satisfaction of all the tentative tract map conditions by the Project applicant.

VI. SEIR

1. Draft SEIR

The City Council certified an EIR/EIS for the Approved Project in 2000. The SEIR was prepared to inform the Planning Commission, City Council, other responsible agencies, and the general public of the environmental effects of the development and operation of the Project. The SEIR incorporated the analysis contained in the prior EIR/EIS and further analyzed issues related to aesthetics, air quality, greenhouse gas emissions, noise, transportation and traffic, and utilities and service systems. It included two proposed plans, one which considered a commercial retail development of 600,000 square feet, including four anchor retail tenants, and a "small box alternative" similar to the actual proposed Precise Plan, which included 534,751 square feet of retail development.

The draft SEIR was circulated for a 45-day public comment period beginning on April 28, 2011. The SEIR found that the Project would result in significant and unavoidable adverse impacts, including air quality impacts associated with construction and vehicular emissions, greenhouse gas emissions, and transportation and traffic impacts at ten intersections, several of which are located in Montebello. Therefore, to approve the Project, City Council must adopt a Statement of Overriding Considerations which identifies Project benefits which outweigh and override the Project's significant and unavoidable environmental impacts.

2. SEIR Alternatives

The SEIR considered (1) the Approved Project; (2) an alternative land use plan which would allow for development of 600,000 square feet of light industrial and commercial uses on the site; and (3) a reduced density alternative, which would include the same proposed uses but would reduce each proposed land use by 10% each, resulting in an overall square footage of 540,000 square feet. The SEIR found that all alternatives would have less impacts associated with operational air quality emissions, greenhouse gas emissions, project noise, transportation and traffic, and utilities. The SEIR also noted that the small-box development alternative would also likely have fewer environmental impacts because it was designed to include less square footage. The SEIR found that the Approved Project and reduced density alternative would meet all of the project objectives, although to a slightly lesser extent than the Project. The alternative land use plan alternative would meet almost none of the project objectives. The SEIR identified the reduced density alternative as the environmentally superior alternative. It should be noted that the current proposed Precise Plan would be environmentally superior to even the reduced density alternative considered in the SEIR.

3. Public Comments and Final SEIR

The public comment period for the draft SEIR closed on June 13, 2011. The City received comments from the Los Angeles County Sanitation District, Southern California Gas Company, Caltrans, SCE and Montebello. The environmental consultant prepared responses to all comments received and included the responses in the Final SEIR. The Final SEIR concludes that the comments do not identify any new significant impacts or more severe significant impacts other than those discussed in the Draft SEIR, and do not give rise to any need to recirculate the

Draft SEIR for additional review and comment. Specifically, the environmental consultant reviewed the changes in the proposed Precise Plan as compared to the site plans studied in the Draft SEIR and concluded that the Precise Plan would result in no new or additional significant impacts, because it reduces the square footage of the development and includes the same general mix of proposed uses. Other minor changes to the Draft SEIR are included in Section 3 of the Final SEIR. Montebello commented on the Final SEIR. A copy of its letters and the City's response are included.

Mark D. Hensley, City Attorney

By:

____

Mark D. Hensley, City Attorney

Attachments: Draft and Final SEIR
Monterey Park Market Place Precise Plan
Development Agreement
Tentative Tract Map
Resolution Approving SEIR
Ordinance Approving Development Agreement
Resolution Approving Precise Plan and Tract Map
SEIR Findings and Statement of Overriding Considerations
SEIR Mitigation Monitoring Plan
October 15 and November 9, 2012 Montebello Comment Letters
October 26, 2012 Letter Responding to Montebello Comment Letter
Additional Market Analysis in Response to Montebello Comment Letter

RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK CERTIFYING THE FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT FOR THE MONTEREY PARK MARKET PLACE DEVELOPMENT; MAKING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS; AND ADOPTING A MITIGATION MONITORING PROGRAM

The City Council of the City of Monterey Park hereby finds and resolves as follows:

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

A. Formal applications were submitted by Monterey Park Retail Partners, LLC, a limited liability company, for the development of Monterey Park Market Place, consisting of a big-box project of approximately 600,000 square feet of retail and restaurant uses and 2,333 parking spaces and an alternate small-box site plan consisting of 500,000 square feet of retail and restaurant uses and a minimum of 1,924 parking spaces. The proposed project includes requests for approval of the Monterey Park Market Place Precise Plan, a tract map, and a development agreement (the "Project").

B. In March 2000, the Final EIR/EIS (State Clearinghouse Number 1999051058) for the Monterey Park Market Place project was certified by the City of Monterey Park Planning Commission (the "EIR"). The previously approved project included a total of 515,382 square feet of retail and restaurant uses, consisting of 464,143 square feet of retail uses, 36, 250 square feet of retail or restaurant uses, 14,989 square feet of restaurant uses, and 2,971 parking spaces (the "2000 MPMP Plan"). The EIR has been made available to the City Council and considered by the City Council in acting on this Resolution. The EIR is on file with the City Clerk and Planning Department of the City and available for inspection.

C. Concurrent with the City's certification of the EIR, the City filed a Notice of Determination regarding its approval of the 2000 MPMP Plan. No person or entity filed any legal challenge to the City's certification of the 2000 MPMP Plan within the applicable 30-day period provided in Public Resources Code Section 21167(c).

D. Pursuant to Section 15063 of the Guidelines, the City prepared an Initial Study (the "Initial Study") for the Project. The Initial Study concluded that there was substantial evidence that the Project might have a significant impact on the environment and that a supplemental environmental impact report to the EIR ("SEIR") was required.

E. On June 16, 2010, a Notice of Preparation ("NOP") for the SEIR was sent to all organizations and individuals requesting notice and those public agencies listed on the distribution list attached to the NOP. The NOP describes the Project, its location, and its anticipated impacts sufficiently to permit a meaningful review and response. The NOP was available for public review from June 16, 2010 to July 16, 2010 and solicited comments regarding the scope and content of the SEIR, the Initial Study, and the environmental information relevant to the Project. The SEIR contains the review of the issues identified for analysis and those issues brought up in the responses to the NOP. A copy of the NOP, together with the comments received, is part of the SEIR. These documents are on file with the City Clerk of the City and available for public inspection.

F. A Draft Supplemental Environmental Impact Report (the "Draft SEIR") dated April 2011 was prepared for the Project. Section 3.4 of the Draft EIR provides a full description of the Project. In accordance with CEQA and the Guidelines, the City analyzed the Project's potential impacts on the environment.

G. A Notice of Availability ("NOA") of the Draft SEIR was published in the April 28, 2011 and a copy was posted in the Los Angeles County Clerk's Office. Copies of the NOA and Draft SEIR were distributed to the public agencies and other interested parties as shown on the distribution list included in the Draft SEIR and attached to the NOA. Additionally, the Draft SEIR was distributed to responsible and interested state agencies through the State Clearinghouse.

H. The Draft SEIR was made available for public review and comment pursuant to Guidelines Section 15087 on April 28, 2011. The public review period lasted from April 28, 2011 to June 13, 2011. Copies of the Draft SEIR were made available for public review at the City Planning Department and City Clerk's office, and the Draft SEIR was available on the City's website.

I. During the public review period, comments were received on the EIR as revised by the Draft SEIR from members of the public as well as affected public agencies. Such written comments are included in the Final SEIR. In accordance with Guidelines Section 15088, the City evaluated the comments on environmental issues received from persons and entities that reviewed the Draft SEIR during the public review period and prepared a written response to each comment. These responses are set forth in the Final SEIR.

J. The Final Supplemental Environmental Impact Report (the "Final SEIR") is comprised of the EIR, including appendices; the Draft SEIR, including appendices; the Comments and Response to Comments on the Draft SEIR; and the Mitigation Monitoring Program. On September 10, 2012, the Final SEIR. The FSEIR is on file with the City Clerk and Planning Department of the City and available for inspection.

K. The Planning Commission held duly noticed public hearing on August 28 and November 13, 2012, at which times it received oral and documentary evidence from the public regarding the Project and the Final SEIR. After receiving testimony and considering all evidence, the Planning Commission approved Resolution No. 11-12, recommending certification of the Final SEIR.

L. All legal prerequisites have occurred prior to the adoption of this Resolution.

Section 2. Based upon the substantial evidence in the record, including the oral and written comments received during the above-referenced process, the oral and written staff reports submitted in conjunction with the Final SEIR, the previously certified EIR, and the independently drafted Initial Study, Draft SEIR, Final SEIR, Findings of Fact and Statement of Overriding Considerations (Exhibit A), and Mitigation Monitoring Program (Exhibit B), the City Council finds as follows:

A. That changes or alterations have been required in, or incorporated into, the Project that would avoid or substantially lessen the significant environmental effects identified in the EIR as revised by the Final SEIR. The City Council's determination as to the environmental effects pertinent to this finding are more completely described in the Findings of Fact and Statement of Overriding Considerations attached as Exhibit A as adopted pursuant to this Resolution.

B. Notwithstanding the foregoing, and based upon the substantial evidence listed above, the EIR as revised by the Final SEIR for the Project does identify certain impacts as unavoidable and significant adverse impacts. However, the City Council finds that as to those certain impacts identified in the Final SEIR and listed in the Findings of Fact and Statement of Overriding Considerations (Exhibit A) that: (1) such changes or alterations are within the responsibility and jurisdiction of another public agency and not the City and such changes have been adopted by such other agency or can and should be adopted by such other agency, or (2) specific economic, legal, social, technological, or other considerations make infeasible the mitigation measures or Project alternatives identified in the EIR as revised by the Final SEIR, and such unavoidable significant adverse impacts are deemed acceptable due to such overriding concerns. The City Council's determination and specific reasoning as to the environmental effects pertinent to these findings are more completely described in the Findings of Fact and Statement of Overriding Considerations attached as Exhibit A and adopted pursuant to this Resolution.

Section 3. The City Council of the City of Monterey Park hereby approves and adopts the Findings of Fact and Statement of Overriding Considerations attached as Exhibit A and incorporated by this reference. This Findings of Fact and Statement of Overriding Considerations supersedes the document previously approved by the City Council under Resolution No. 10493.

Section 4. The City Council of the City of Monterey Park hereby approves, adopts, and establishes the Mitigation Monitoring Program attached as Exhibit B and incorporated by this reference. This Mitigation Monitoring Program supersedes the document previously approved by the City Council under Resolution No. 10493.

Section 5. In view of the facts and findings set forth in this Resolution, the Findings of Fact and Statement of Overriding Considerations (Exhibit A), and the Mitigation Monitoring Program (Exhibit B), and having considered the previously certified EIR, the City Council of the City of Monterey Park hereby certifies that the Final SEIR for the Project (1) is complete and adequate, and has been completed in compliance with the requirements of CEQA and the Guidelines, (2) was presented to the City Council along with the EIR, and the Council has reviewed and considered the information contained therein, and (3) the Final SEIR for the Project reflects the independent judgment and analysis of the City Council of the City of Monterey Park. This Final SEIR supersedes the document previously approved by the City Council under Resolution No. 10493.

Section 6. The Planning Director is directed to prepare and file with the County Clerk for the County of Los Angeles and the Office of Planning and Research, a notice of determination under Public Resources Code Section 21152 and Guidelines Section 15094.

Section 7. The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions; and make a minute of the adoption of the Resolution in the City Council's records and the minutes of this meeting.

Section 8. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED, AND ADOPTED this 19th day of December, 2012.

Mitchell Ing, Mayor

ATTEST:

David M. Barron, City Clerk

I HEREBY CERTIFY that the above and foregoing resolution was duly passed and adopted by the Monterey Park City Council at its regular meeting held on the 19th of December, 2012, by the following vote, to wit:

AYES;
NOES;
ABSENT:

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: ______________________________

ORDINANCE NO.

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND MONTEREY PARK RETAIL PARTNERS, LLC TO FACILITATE THE DEVELOPMENT OF THE MONTEREY PARK MARKET PLACE

The City Council of the City of Monterey Park resolves as follows:

SECTION 1: Findings. The City Council finds as follows:

A. Monterey Park Retail Partners, LLC, a California Limited Liability Company ("Developer") proposes to enter into a development agreement with the City of Monterey Park (the "Development Agreement"), which is attached to this Resolution as Exhibit "A," in connection with the development of a proposed commercial retail shopping center consisting of approximately 500,000 square feet and a minimum of 1,924 parking spaces on the OII Cleanup/Edison site (the "Property"), as further described in a precise plan and tentative map being considered in conjunction with the Development Agreement, known and referred to as the Monterey Park Market Place (the "Project").

B. On August 28 and November 13, 2012, the Planning Commission conducted duly noticed public hearings to consider the Development Agreement. Notice of the time, place and purpose of the public hearing was duly provided in accordance with California Government Code Sections 65867, 65090 and 65091 and Monterey Park Municipal Code ("MPMC") Section 21.110.030. At the conclusion of the November 13, 2012 public hearing, the Planning Commission adopted Resolution No. 09-12, recommending approval of the proposed Development Agreement as drafted.

C. On December 19, 2012, the City Council introduced this ordinance by first reading and conducted a duly noticed public hearing to consider the Development Agreement. Notice of the time, place and purpose of the public hearing was provided in accordance with California Government Code Sections 65867, 65090 and 65091 and MPMC Section 21.110.030.

D. On January [xx], 2013, the City Council conducted a second reading of the ordinance and voted to approve this ordinance and the attached Development Agreement.

SECTION 2: The City Council finds that the provisions of the Development Agreement are consistent with the City of Monterey Park General Plan, any applicable specific plan, and the City's zoning ordinance. The Development Agreement furthers Land Use ("LU") Element Goal 8.0 [Create a major retail-serving commercial center south of Potrero Grande Drive], LU Policy 8.2 [Encourage development of retail businesses within the OII/Edison area which serve a regional market and maximize tax revenue potential] and LU Policy 8.3 [Work closely with Southern California Edison to create a reuse plan for

Edison properties that optimizes potential for retail commercial and complementary development] by permitting development of a first-class commercial retail center on the Oll/Edison site that is required to dedicate a significant percentage of its leases to high quality national and regional retail tenants, thereby creating a significant amount of anticipated sales tax revenue for the City. The Development Agreement also furthers LU Policy 8.1 [Work with the City of Montebello to ensure good access to the Oll/Edison area via Paramount Boulevard], LU Policy 8.4 [Pursue public infrastructure improvements that will support and facilitate redevelopment of the Oll/Edison area] and LU Policy 8.5 [Work with Caltrans to enhance the appearance of the Pomona Freeway frontage bordering the Oll/Edison area] by requiring the Developer to construct or fund construction of all required infrastructure and off-site improvements, thereby significantly improving access to the Property, as well as providing landscaping and aesthetic elements to improve the appearance of the Property as seen from the 60 Freeway. These same goals satisfy Economic Development Goal 7.0 and Policies 7.1 through 7.5. In sum, the Development Agreement implements the terms of a precise plan and tentative map, considered in conjunction with the Development Agreement, and does not allow development except in conformance with the General Plan and City zoning ordinance.

SECTION 3: The City Council finds that the Development Agreement is in the best interests of the city and good land use practices. The Development Agreement facilitates the development of the Monterey Park Market Place development on a significantly underutilized site within the city and includes provisions intended to ensure that such development will be of high-quality architectural design with successful and high-quality commercial retail tenants. It also permits construction of a significant retail project on a site designated in the General Plan for such a project.

SECTION 4: The City Council finds that the Development Agreement will promote the public convenience, health, interest, safety, or welfare of the city, and will not adversely affect the orderly development of property or the preservation of property values. The Development Agreement provides for a high-quality mixed-use development, while preserving the City's authority to impose health and safety regulations on the Project. The Monterey Park Market Place facilitates the utilization of a key site within the city strategically placed near the 60 Freeway to attract significant national and regional retail tenants and which is anticipated to attract and generate additional retail activity in the city, thereby preserving or raising adjacent property values and generating significant additional revenue for the City in the form of additional sales tax and property tax.

SECTION 5: The City Council finds that the Development Agreement is in compliance with the conditions, requirements, restrictions, and terms of MPMC §§ 21.110.040(a) and 21.110.040(b), in that it includes all mandatory provisions required by Government Code § 65865.2 and does not include any provisions that are not authorized by the Development Agreement Act.

SECTION 6: The City Council hereby approves the Development Agreement.

SECTION 7: *Reliance on Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

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

SECTION 9: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 10: This Ordinance will take effect on the 31st day following its final passage and adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of January, 2013.

____
Mitchell Ing,
Mayor

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: ______________________________

ATTEST:
DAVID M. BARRON, City Clerk

By: ______________________________

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 Ordinance No.____________ was introduced, and placed upon its first reading at a meeting of the City Council of the City of Monterey Park, held on the _____ day of December, 2012. That thereafter on the ___ day of January, 2013, said Ordinance was duly passed, approved and adopted by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Dated this ___ day of January, 2013.

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

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK APPROVING PRECISE PLAN (PP-12-01) AND TENTATIVE TRACT MAP NO. 071549 (TM-12-01) FOR THE MONTEREY PARK MARKET PLACE DEVELOPMENT

The City Council of the City of Monterey Park hereby resolves as follows:

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

A. Formal applications were submitted by Monterey Park Retail Partners, LLC, a limited liability company, for approval of Precise Plan (PP-12-01) and Tentative Tract Map No. 071549 (TM-12-01) to allow up to 500,000 square feet of retail and restaurant uses and a minimum of 1,924 parking spaces associated with the Monterey Park Market Place project (the "Project"), generally located at 2250 Greenwood, north of SR-60 between the Paramount Boulevard and Potrero Grande Drive freeway exits (the "Property").

B. The Project is located on property within a Regional Specialty, Planned Development (R-S, P-D) Overlay Zone, which requires approval of a precise plan which includes specific land use regulations for the Project. The Project applicant is also requesting approval of a tentative tract map, which would divide the Property into 12 different lots that may be individually sold or leased.

C. The Planning Commission held duly noticed public hearings on August 28 and November 13, 2012, at which time it received oral and documentary evidence from the public regarding the Project. At the conclusion of the November 13, 2012 public hearing, the Planning Commission adopted Resolution No. 10-12, recommending approval of the proposed Precise Plan and Tentative Tract Map as drafted.

D. On December 19, 2012, the City Council conducted a duly noticed public hearing to consider the Precise Plan and Tentative Tract Map.

E. This Resolution and findings are made based upon the testimony and evidence presented to the City Council.

SECTION 2: *Precise Plan Findings.*

A. The City Council finds that the scale and location of the Project and unique character of the Project site make it desirable to apply regulations specifically tailored to the Property that supersede the more general regulations provided in the City's zoning ordinance. The Precise Plan will permit development of a key site for commercial retail within the City, while ensuring compatibility with existing and future developments in surrounding areas. The Precise Plan facilitates the development of the Monterey Park Market Place development on a significantly underutilized site within the city and includes provisions intended to ensure that such development will be of high-quality architectural design.

B. As further described in the Supplemental Environmental Impact Report prepared for the Project (the "SEIR"), the City Council finds that the provisions of the Precise Plan are consistent with the City of Monterey Park General Plan and the City's zoning ordinance. The Precise Plan furthers Land Use ("LU") Element Goal 8.0 [Create a major retail-serving commercial center south of Potrero Grande Drive], LU Policy 8.2 [Encourage development of retail businesses within the OII/Edison area which serve a regional market and maximize tax revenue potential] and LU Policy 8.3 [Work closely with Southern California Edison to create a reuse plan for Edison properties that optimizes potential for retail commercial and complementary development] by permitting development of a first-class commercial retail center on the OII/Edison site, thereby creating a significant amount of anticipated sales tax revenue for the City. The Precise Plan also furthers LU Policy 8.1 [Work with the City of Montebello to ensure good access to the OII/Edison area via Paramount Boulevard], LU Policy 8.4 [Pursue public infrastructure improvements that will support and facilitate redevelopment of the OII/Edison area] and LU Policy 8.5 [Work with Caltrans to enhance the appearance of the Pomona Freeway frontage bordering the OII/Edison area] by requiring the Project applicant to construct or fund construction of all required infrastructure and off-site improvements, thereby significantly improving access to the Property, as well as providing landscaping and aesthetic elements to improve the appearance of the Property as seen from the 60 Freeway. These same goals satisfy Economic Development Goal 7.0 and Policies 7.1 through 7.5.

SECTION 3: *Precise Plan Approval.* The City Council hereby approves the Precise Plan PP-08-02, subject to the conditions provided in Section 4.

SECTION 4: *Precise Plan Conditions of Approval.* In addition to the terms and conditions contained in the Precise Plan, the Project applicant hereby agrees to and is bound by the following conditions:

PLANNING:

1. The Project applicant/Property owner shall maintain substantial conformance to site map date-stamped September 13, 2012, except as modified pursuant to the terms of the Precise Plan.

2. The Property, subject to this approval, shall remain well-maintained and free of graffiti by the Project applicant/Property owner. Failure of the Project applicant/Property owner to remove any graffiti upon 24 hours

written notice by the City shall authorize the City to remove or mask said graffiti at the cost of the Project applicant/Property owner.

3. All mitigation measures set forth in the SEIR shall be complied with and are hereby made a part of this approval.

4. The Property and parkway shall be maintained by the Project applicant/Property owner to City standards. The maximum height of any landscaping under Southern California Edison power lines is limited to 15 feet.

5. The Property, access road, and parking shall be maintained by the Project applicant/Property owner to City standards, with exception of the LTP/TDF.

6. The Project applicant and Property owner shall sign a notarized Affidavit of Acceptance of all conditions of approval and return it to the Community Development Department within 30 days after the effective date of this approval.

7. Design Review Board approval of the proposed architectural plans, master sign plan, and hardscape and landscaping plans, shall be secured prior to the issuance of a building permit. Elevations and material boards of the buildings to be developed as part of the Precise Plan shall be submitted to the Community Development Department and Design Review Board showing examples of the building elevations prior to submittal of working drawings for plan check. Such building elevations shall reflect architectural relief features in terms of height and depth.

8. Low-water use landscaping shall be installed and permanently maintained and continuously provided in a neat and orderly manner including weeds and debris removal on a regular basis. Said Condition shall also be stated within the Reciprocal Easement Agreements ("REAs") to ensure that the Property owner(s) maintain the landscape areas. Each planter area shall be enclosed with raised minimum 6-inch concrete curbing. Each planter area shall be provided with automatic sprinkler system which shall guarantee an adequate supply of water to fulfill the intent of continual plant maintenance. Landscaped plans shall be submitted to the Community Development Department for review and approval in conjunction with grading plans. Landscaped plans shall conform to the landscaped provisions in the Precise Plan and subject to approval by the Community Development Department.

9. The Project applicant shall submit a copy of the REAs to the City for review and approval prior to submittal to the Los Angeles County Recorder's office for recordation. Said REAs shall ensure overall Property maintenance and upkeep is in accordance with the Precise Plan and any

other City requirements. Said REAs to be approved by the City and recorded with the Los Angeles County Recorder.

10. The REAs shall include provisions that the Property shall be maintained clean, sanitary and free of litter and will be cleaned of loose debris on a daily basis.

11. The REAs shall include a provision that any graffiti painted or marked upon the Property shall be removed within 24 hours of discovery or upon notification from the City, unless the City has been authorized by the parties to the REAs to remove or mask said graffiti at the cost of such parties.

12. Outdoor public address systems that can be heard off-site are prohibited.

13. All utilities such as gas meters, electrical meters, telephone pedestal-mounted terminal boxes, surface mounted electrical transformers, fire hydrants, backflow preventers or any potential obstructions shall not be located within parking spaces and/or turn radius area. If approved by the Community Development Department, said facilities may be installed underground in a vault having an approved traffic lid. All such facilities located aboveground shall meet with the approval of the Community Development Department and serving utility.

14. All roof mounted equipment and vents shall be screened from view from Market Place Drive and the Property's parking areas. Type and materials to be used for screening shall be reviewed and approved to the satisfaction of the Community Development Department for each building prior to issuance of a building permit.

15. Drainage gutters, scuppers, overflow drains and down spouts located on the exterior walls of any proposed building (excluding the rear elevations of Buildings A through E) shall be ornamentally designed or completely concealed inside the proposed structures and elevations.

16. Consistent with the Precise Plan, site entrances shall be expressed with enhanced landscaping, architectural structures and/or entrance monument signs designed to announce entrances into the Property. Detailed plans shall be submitted to the Design Review Board for review and approval.

17. All standard sized parking spaces shall be minimum 9 feet wide by 18 feet deep. All compact sized parking spaces shall be minimum 7 feet 6 inches wide by 16 feet deep. Parking stalls may allow for a two foot overhang when fronting a landscaped planter or extended sidewalk. The project will use 24-foot and 25-foot aisle widths within the parking area. Twenty-four-foot aisles are provided everywhere in the center except for the home improvement center area. The 25-foot aisles will be used in the parking area serving the home improvement center. In that area, the standard

parking stalls will be 9 feet x 19 feet. Retail Warehouse Clubs shall utilize 10'x20' parking stalls with 24-foot drive aisles.

18. The Project shall be designed in accordance with the following site design concepts, consistent with the Precise Plan:

    a. Design buildings to be visually connected in order to eliminate a strip commercial appearance.

    b. The building frontages shall be designed with pedestrian arcades, awnings and/or pathways connecting the parking area to the buildings.

    c. Ground story facades should be related to pedestrian scale.

19. A standard detailed elevation drawing for construction of trash enclosures shall be submitted to the Community Development Department for review and approval prior to issuance of any building permits. Said enclosure shall also include 6 foot high opaque self-closing gates painted to match the building elevations.

20. There shall be no release of utilities in connection with each building until all Planning, Engineering, Building and Fire conditions are per code, the Precise Plan, and this Resolution, as confirmed by the City Building Official.

21. The main gateway entrance into the Project area via Market Place Drive into the Project area shall connect with continuous lined trees and pedestrian walkways. No buildings or striped parking spaces shall impede said circulation pathway.

22. Transformer enclosures attached to buildings (excluding the rear elevations of Buildings A through E) shall be designed of durable materials, with finishes and colors that are unified and harmonious with the overall architectural theme of the buildings.

23. Electrical equipment and cabinets shall be mounted on the interior of a building wherever possible. When interior mounting is not practical, electrical equipment shall be installed in a location where it is substantially screened from public view. In no case shall exterior electrical equipment and cabinets be mounted or installed on the street side or primary exposure side of any building.

24. Any devices employed to screen exterior components of plumbing, processing, heating, cooling and ventilating systems from direct view should appear as an integrated part of the architectural design and as such shall be constructed of complementary and durable materials and finished in a texture and color scheme complementary to the overall

architectural design. This condition shall not apply to the rear elevations of Buildings A through E.

25. Parking lot lights must be consistent with the development in terms of scale and design and the height shall not exceed 40 feet.

26. The creative use of building security lighting will be required in the development. Ground lighting fixtures directed upwards along exterior walls may also serve as effective illumination.

27. Ground mounted lighting shall be installed in the entryways, water feature(s), and activity nodes as a means to enhance these features during the nighttime periods.

28. The use of decorative lighting treatments in landscaping, pedestrian activity areas and nodes and entryways shall be required. These treatments shall also be incorporated into the overall architectural design of the buildings.

29. The interior streetscape shall act as a unifying element within the Precise Plan area. Landscape treatments shall include small deciduous flowering accent trees planted in a formal row pattern.

30. Irrigation plans for the entire Precise Plan area shall be prepared by a licensed landscaped architect and submitted to the Community Development Department for review and approval.

31. All outdoor dining areas, courtyards and patios are allowed as per the Precise Plan, but the location of each is subject to the approval of the Community Development Department and Design Review Board and shall incorporate design features that complement the project's overall primary architectural elements.

32. Drive-thru lanes must not interfere with on-site vehicular circulation, parking stalls and pedestrian circulation. Drive thru lanes shall be screened by landscaping.

33. Large blank single-planed building walls that are visible from public parking areas and pedestrian walkways shall incorporate articulation and human scale interest such as canopies, trellis, landscaping, cornices, wainscoting, and/or arcades to assist in varied transition.

34. A copy of this Resolution and Precise Plan shall be provided by the Project applicant to all tenants.

35. Where feasible, trash enclosures shall be located adjacent to buildings (except along the front elevation).

36. Consistent with the Precise Plan, the applicant shall install a minimum of one water feature on the Property.

37. In conjunction with a Home Improvement/Supplies retail store at the Project site, identified as Building E on the Precise Plan, the City is permitting an area within the surface parking lot for the pick-up and drop-off of "Penske" trucks (or similar vendors) by customers. The permitted trucks are limited to a maximum length of 26 feet and shall be limited in duration as follows:

    a. A maximum of 10 trucks may be parked on-site at any given time;

    b. When trucks are delivered to the designated area, they must be picked up for customer use within 24 hours;

    c. Upon return of the trucks, they shall be removed from the designated area within 24 hours or placed in the area immediately east of the Garden Center location shown on the Precise Plan.

BUILDING:

38. The second sheet of the building plans shall list all City of Monterey Park conditions of approval.

39. Issuance of the building permit shall not be construed as permitting the excavations to encroach into adjacent property. Requirements for protection of adjacent property shall be as defined in California Civil Code Section 832.

40. The site plan shall indicate the proposed path of building sewer, size of sewer line, location of cleanouts, and the invert elevation of the lateral at the Property line.

41. A permit from CAL-OSHA shall be obtained prior to issuance of the building permit.

42. The applicant shall provide a thirty (30) foot in width clear unobstructed non buildable easement along the entire perimeter of the buildings. The non-buildable easement area may include portions of the Southern California easement properties.

ENGINEERING:

43. Project applicant is required to obtain a "General Construction Activity Storm Water" Permit and establish compliance with its requirements prior to issuance of a grading permit. Compliance information is available in the Office of the City Engineer. Upon approval of the NPDES document by the City, the Project applicant shall submit an electronic copy of the

approved NPDES file, including site drawings, prior to the issuance of a grading permit.

44. All improvement plans, including grading and public improvement plans shall be based upon City approved datum. Benchmark references to be obtained from the Engineering Division.

45. Water requirements are to be determined upon completion and submittal of a water meter sizing sheet by the Project applicant. This may include upsizing of water meter and water services. All upgrading costs are the responsibility of the Project applicant.

46. All storm drainage facilities serving the Project shall accommodate a 50-year storm. If existing storm drain facilities are inadequate they shall be enlarged as necessary. All storm drain facilities shall be designed and constructed to Los Angeles County Department of Public Works standards and specifications and also to the satisfaction of the City Engineer.

47. In connection with any work pertaining to the Project, any damage done by the Project applicant and/or its agents, contractors, or vendors, to existing street improvements and utilities during construction shall be repaired before issuance of building permits for Project buildings. Pre-existing damaged, deteriorated, substandard or off-grade curb, gutter, driveways and sidewalk must be repaired or replaced to the satisfaction of the City Engineer. All existing driveways, if not to be used, must be removed and replaced with curb and sidewalk. Sidewalk shall be 5 feet wide and adjacent to the right-of-way line.

48. All electric, telephone and cable TV utility services shall be installed fully underground and to required City standards. Satisfactory provisions for all other utilities and service connections, including water, sewer and gas, shall be made to City and public utility standards. A utility plan shall be prepared and submitted showing all existing and proposed utilities. The utilities may be shown on either a separate plan or on the proposed site plan.

49. All buildings shall include roof gutters and all roof drainage shall be conducted to the public street or an approved drainage facility in manner approved by the City Engineer.

50. Parkways shall be irrigated and landscaped per plans submitted for review and approval by the Design Review Board and Community Development Department.

51. A water plan shall be submitted for review and approval by the City Engineer. This plan shall substantiate adequate water service for domestic flow, fire flow and identify backflow prevention. If current fire flow and pressure tests are not available to substantiate adequate

pressure and flow to serve the Project, the developer will be responsible for conducting the appropriate tests and submitting copies of the test results for the review and approval by the City Engineer.

52. A Property drainage plan shall be prepared for review and approval by the City Engineer. The Property drainage shall be designed so that the Property drains to the public street or in a manner otherwise acceptable to the City Engineer. Drainage from contiguous properties shall not be blocked and shall be accommodated to the satisfaction of the City Engineer. A hydrology and hydraulic study of the Property may be required for submittal to the City Engineer for review and approval.

53. The Precise Plan shall only become effective upon recordation of a fully executed development agreement, approved by the City Council pursuant to Government Code § 65864 et seq. and Chapter 21.110 of the Monterey Park Municipal Code, between the Project applicant and City of Monterey Park.

FIRE:

54. Fire hydrants and sprinklers shall be required, subject to the review and approval of the Fire Department.

LICENSING:

55. All commercial occupants shall obtain Certificate of Occupancy and Business License approval prior to occupancy.

POLICE:

56. The Project shall install security video cameras operating 24 hours a day, 7 days a week. The Project applicant/Property owner(s)/tenants shall give the Monterey Park Police Department ("MPPD") the authority and access to remotely view all security cameras on the Property. The remote access shall be available via a secure internet site. MPPD shall only be required to furnish a computer with internet access to remotely view all security cameras. The video medium of the security video system shall be maintained for a minimum period of 30 days, and the video medium must be made immediately available to any law enforcement officer who is making the request as a result of official law enforcement business. The video cameras shall be located to cover (i) all ingress and egress areas to the Property, including without limitation main entrances and exits located at Paramount Boulevard and Greenwood Avenue and (ii) the service areas, areas open to the public, all business establishments, service and delivery roads, primary vehicular access roads, pedestrian roadways and walkways, common areas and parking areas. If the Police Chief reasonably determines that it is necessary to have additional security cameras installed, the Project applicant/Property owner(s)/tenants must

comply with the request within 30 days. The Police Chief can also require the position of the video cameras to be changed if it is determined that the position of the camera does not meet security needs. The Project applicant/Property owner(s) must comply with the request within 7 days. The picture quality of the video cameras and recording devices installed on the Property must meet the approval of the Police Chief. All cameras shall also record onto a recording medium which could be reproduced onto a storage device such as a compact disc, portable storage device (thumb drive), or other suitable storage media. All recordings shall be maintained in a secure and locked enclosure which is accessible to security personnel and accessible to law enforcement personnel for official law enforcement business upon request. A suggested location is a security office or video room. All recordings shall be maintained for a minimum of 30 days.

57. The Project must include 5 parking spaces clearly labeled and reserved for "Police Vehicles," reserved for MPPD vehicles while conducting official MPPD business. These 5 parking spaces must be distributed equally and located within close proximity to the retail centers. The locations of the parking spaces are subject to the approval of the Police Chief.

58. Access to the roof of the Project buildings will be locked and secured. Access to the roof will be restricted to maintenance personnel, building management, and other authorized personnel.

59. The Project applicant/Property owner and/or property management company will hire and provide private security for the Property, either by their employees or by a third party vendor. Security shall be provided during all hours when any business is open on the Property. Security guards shall be certified to carry a guard card issued by the State of California and meet all applicable state requirements. The Police Chief shall have the right to require additional security and/or request changes to the private security services provided, based on calls for police service to the Property or if the services are determined by the Police Chief to be ineffective or uncooperative.

60. All business locations on the Property must comply with federal, state, and local laws governing business licensing, noise levels, alcohol sales and consumption. All business locations shall obtain all appropriate license(s) from the regulating agency in order to conduct business.

61. In addition to the foregoing conditions, any fitness center shall include security video cameras at the entrances and exits of the locker rooms and in the major common areas of the fitness center. Areas such as locker rooms, restrooms, or any other areas where a person would have a reasonable expectation of privacy are excluded from this requirement. The video cameras shall be positioned to capture the faces of people

entering and exiting the locker rooms. All video security cameras shall record onto a recording medium and all recordings shall be maintained in a secure location for no less than 30 days. All recordings shall be made readily available for a law enforcement official who requests such recordings for official purposes.

SECTION 5: *Tract Map Findings.*

A. Approval of the proposed tract map is consistent with the City's General Plan as stated in the SEIR and Section 2, above.

B. The proposed tract map is consistent with the applicable development standards for the site proposed in the Precise Plan, which contemplates a proposed development of 500,000 square feet. The tract map would divide the Property into 12 separate parcels, which generally correspond to the different proposed uses and development pads provided on the Precise Plan's site plan.

C. The Property is suitable for the type of development and the proposed intensity of the Project. The size of the Property is approximately 42 acres and adequate in size to accommodate the proposed 500,000 square foot Project and required off-street parking. As stated in the City's General Plan, the Property is located near the 60 (Pomona) Freeway, in a location uniquely suited for a large commercial retail development. There are no adjacent land uses that are inconsistent with the proposed Project and the Project's retail and restaurant uses would complement existing nearby residential uses. The Project also complies with all parking requirements and height restrictions in the underlying R-S zone.

D. The design of the subdivision and Project is not likely to cause substantial environmental damage or substantially injure fish or wildlife or their habitat. The Property is part of the former Operating Industries Incorporated ("OII") Landfill, which was previously declared a Superfund site. The Project provides positive environmental benefits by restoring a portion of the OII Landfill site to beneficial use, incorporating landscaping and irrigation, and incorporating mitigation measures to prevent any injury to wildlife or habitats.

E. The design of the subdivision and Project is not likely to cause serious health problems. The Project contemplates a high-quality mixed-use development, while preserving the City's authority to impose health and safety regulations. The Monterey Park Market Place facilitates the utilization of a key site within the City strategically placed near the 60 Freeway to attract significant national retail tenants and which is anticipated to attract and generate additional retail activity in the City, thereby preserving or raising adjacent property values and generating significant additional revenue for the City in the form of additional sales tax and property tax.

F. The design of the subdivision and Project will not conflict with easements, acquired by the public at large, for access through or use of the Property. There are no public easements for access within the Property. Further, the Project will improve public access through the construction of Market Place Drive, which will provide access and circulation through the Property.

SECTION 6: *Tract Map Approval.* The City Council hereby approves Tentative Tract Map 71459, subject to the conditions provided in Section 7.

SECTION 7: *Tract Map Conditions of Approval.* The Project applicant hereby agrees to and is bound by the following conditions:

PLANNING:

1. The applicant/property owner shall maintain substantial conformance to tentative tract map date-stamped September 13, 2012.

2. Approval shall expire 24 months after the date the tentative tract map was conditionally approved. An extension of up to 6 years may be approved by the City Council upon application, payment of fee, and findings of good cause. In addition, the filing of a final map shall extend the expiration of the tentative map by 36 months from the date of the expiration. Any such extensions shall not extend the tentative map beyond the termination date of the Development Agreement or 10 years from the tentative map approval date, whichever is later.

3. A final map shall be recorded prior to approval of the first certificate of occupancy.

4. The Tentative Tract Map shall only become effective upon recordation of a fully executed development agreement, approved by the City Council pursuant to Government Code § 65864 et seq. and Chapter 21.110 of the Monterey Park Municipal Code, between the Project applicant and City of Monterey Park.

ENGINEERING:

5. Record the final tract map after approval of the map by the City Engineer and acceptance of required bonds and agreements by the City Council. A refundable $191 cash deposit is to be submitted to guarantee that the Project applicant will provide the City with 1 transparent 4 mil thick mylar tracing, 1 electronic file of approved final map tracings transferable to City's AutoCAD and GIS systems and 2 blueprints of the recorded map which shall be filed with the City Engineer's Office within 3 months of

recordation. If recorded copy is not submitted by the end of the three-month time period, Project applicant will forfeit the $191 cash deposit.

6. Prior to submittal of final map for City approval, the Project applicant shall provide written proof that there are no liens against the subdivision for unpaid taxes or special assessments and its submit Los Angeles County tax bill, tax payment receipt, and copy of cancelled check.

7. The Project applicant shall be responsible for implementing and complying with the Monterey Park Market Place Precise Plan and Development Agreement.

8. Provide survey monuments denoting the new property boundaries and lot lines to the satisfaction of the City Engineer. All maps must be prepared from a field survey. Compiled maps will not be permitted unless prior approval is granted by the City Engineer. Whenever possible, lot lines shall be located to coincide with the top of all man-made slopes. Any deviation from this requirement must be approved by the City Engineer.

9. All public works improvements shall comply with the standards and specifications of the City and to the satisfaction of the City Engineer. All public works improvements must be completed and accepted by the City or a public works improvement guarantee and agreement posted prior to final map approved by the City Council.

10. The Project applicant shall accept the requirements for construction and maintenance of improvements as stipulated in final order of condemnation filed in Los Angeles Superior Court on July 17, 2003, Document Number 03 2183931 Schedule III Page 3 of 11 and Document Number 03 2183929 Schedule III Page 2 of 9 and Document Number 03 2183930 inclusive filed July 30, 2003.

11. All Project plans shall be completed in compliance with the Precise Plan, Monterey Park Municipal Code, and this Resolution, as approved and confirmed by the City Engineer.

12. The Project applicant shall submit an off-site drainage acceptance letter from adjacent property owners and submit off-site grading improvements and utilities letter from adjacent owners, which letters are subject to the City Engineer's review and approval. The approved letters shall be submitted prior to issuance of any permits.

13. All public works improvements shall be completed in accordance with the Development Agreement and SEIR, and in compliance with the standards and specifications of the City and to the satisfaction of the City Engineer. All public works improvements must be completed and accepted by the City, or a public works improvement guarantee and agreement posted prior to final map approved by the City Council.

14. Construct a wheelchair ramp in the curb return at the street intersection of Potrero Grande Drive and Greenwood Avenue.

15. The grading and drainage plan shall incorporate all pertinent site development comments from the City's geological and geotechnical consultants and shall also include the approved geological and geotechnical report submitted by the Project applicant's consultant.

16. Submit a list of items of work and cost estimates for the proposed grading and site improvements, such as: earth work quantities, retaining walls, drainage devices, landscaping, asphalt pavement, and fencing. Cost estimates will be necessary for determining bond amounts for this development. Improvement bonds shall be submitted for City review and approval prior to issuance of any building permits or grading permits.

17. Proposed water mains shall be a public utility constructed within a utility easement granted to the City of Monterey Park. Public utility easements shall be delineated on the final map. Install offsite water mains as required by the Water Supply Assessment as provided in the SEIR.

18. Storm drains shall be privately-owned and maintained by the Project applicant.

19. Sanitary sewers within the subdivision boundaries shall be privately-owned and maintained by the Project applicant. Sanitary sewer shall be constructed and connected to the existing sanitary sewer in Potrero Grande (Sewer D733).

20. The Project applicant shall notify the City of the official engineer of record and the official geotechnical engineer of record for the Project who shall be responsible for rough grading and final grading certification.

21. Lot "S" shall be a private access roadway, and shall be maintained by the Project applicant. Clearly identify Lot "S" on all sheets and label as private roadway or driveway. Identify and label ingress and egress easements on Greenwood Avenue extension and access easement from Neil Armstrong Street.

22. Comply with all mitigation measures identified in the Supplemental Environmental Impact Report.

23. Any easements for any offsite construction and maintenance purposes shall be labeled as such and shall be completed to the satisfaction of the City Engineer.

SECTION 8: *Reliance on Record.* Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 9: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 10: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions; and make a minute of the adoption of the Resolution in the City's records and the minutes of this meeting.

SECTION 11: This Resolution will remain effective until superseded by a subsequent resolution.

PASSED, APPROVED, AND ADOPTED this 19th day of December, 2012.

____
Mitchell Ing, Mayor

ATTEST:

____
David Barron
City Clerk

I HEREBY CERTIFY that the above and foregoing ordinance was duly passed and adopted by the City Council of the City of Monterey Park at its regular meeting held on the 19th day of December, 2012, by the following vote, to wit:

AYES;
NOES;
ABSENT:

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

By: ________________________

SEE BINDER FOR ADDITIONAL ATTACHMENTS