

**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
JANUARY 16, 2013
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 **January 16, 2012 totaling \$39,139.99** 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 DECEMBER 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 December 2012; and
- (2) take such additional, related, action that may be desirable.

3. SUCCESSOR AGENCY MINUTES

Approval of Minutes from the regular meetings of December 5, 2012 and December 19, 2012; and the Special Meeting of December 11, 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 December 5, 2012 and December 19, 2012; and the Special Meeting of December 11, 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 December 19, 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 December 19, 2012; and
- (2) take such additional, related, action that may be desirable.

PRESENTATION: None.

CITY OF MONTEREY PARK CONSENT CALENDAR ITEMS 5-10

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 **January 16, 2013 Totaling \$786,702.16** 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 DECEMBER 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 December 2012; and
- (2) take such additional, related, action that may be desirable.

7. MINUTES

Approval of Minutes from the regular meetings of December 5, 2012 and December 19, 2012.

Recommendations: It is recommended that the City Council:

- (1) approve the minutes from the regular meetings of December 5, 2012 and December 19, 2012; and
- (2) take such additional, related, action that may be desirable.

8. MARKET PLACE ORDINANCE ADOPTION FOR DEVELOPMENT AGREEMENT

The Development Agreement ordinance was introduced at the December 19, 2012 City Council meeting. The Precise Plan and Tentative Map will not become effective until the Development Agreement becomes effective.

Recommendations: It is recommended that the City Council

- (1) Waive second reading and adopt 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; and
- (2) take such addition, related, action that may be desirable

9. PROFESSIONAL SERVICES AGREEMENT -- LEXIPOL, LLC

Staff seeks Council approval to authorize the City Manager to execute an agreement with Lexipol, LLC to provide the Monterey Park Fire Department an agency-specific, customized Fire Department Policy Manual and annual subscription to provide policy updates and an integrated training component through a web browser.

Recommendations: It is recommended that the City Council

- (1) Authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Lexipol, LLC and approve the expenditure of \$7,050 for the first year costs and continued annual subscription for the following year at a cost of \$5,550; and
- (2) take such additional, related, action that may be desirable.

10. GATEWAY CITIES COUNCIL OF GOVERNMENTS AGREEMENTS IMPLEMENTING THE BACTERIA TMDL COORDINATED MONITORING PLAN

The Los Angeles Regional Water Quality Board requires that the City develop a plan to monitor the amount of bacteria pollutants in the Los Angeles River. Staff is recommending that the City Council approve an agreement to implement a coordinated monitoring plan with other agencies.

Recommendations: It is recommended that the City Council

- (1) Approve the agreement with the Gateways Cities Council of Governments to implement the Bacteria TMDL Coordinated Monitoring Plan;
- (2) Authorize the City Manager to execute the agreement, in a form approved by the City Attorney;
- (3) Appropriate \$2,542.58 in refuse funds for the City's share of cost; and
- (4) take such additional, related, action that may be desirable.

ORAL AND WRITTEN COMMUNICATIONS

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

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

PUBLIC HEARING

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

11. FACILITY AGREEMENT -- WEST SAN GABRIEL VALLEY BOYS AND GIRLS CLUB

The West Valley Boys and Girls Club requested to use up to nine parking spaces in the Civic Center Parking lot for its vehicles due to limited space at its facility.

Recommendations: It is recommended that the City Council

- (1) Authorize the City Manager to execute an agreement, in a form approved by the City Attorney, to license the West San Gabriel Valley Boys and Girls Club to utilize up to nine parking spaces at the Monterey Park Civic Center; and
- (2) take such additional, related, action that may be desirable.

12. LEASE OF PORTION OF SERVICE CLUB TO LIONS CLUB/WHITE CANE DAY INC.

Staff is requesting to extend the existing agreement with the Lions Club of Monterey Park with the reduced monthly rate of \$160. Due to poor economy and the reduction in revenue from the sale of the White Canes, the non-profit organization is unable to pay the full lease rate of \$325.

Recommendations: It is recommended that the City Council

- (1) Authorize the City Manager to execute an agreement, in a form approved by the City Attorney, to extend the current lease rate of \$160 per month for three years beginning February 1, 2013; and
- (2) take such additional, related, action that may be desirable.

13. MONTEREY PARK CHAMBER OF COMMERCE LEASE OF EL ENCANTO

The Monterey Park Chamber of Commerce is currently leasing the facility on a month-to-month basis and has used the historic site as its office since 1995. The proposed amendment will change the base rent from \$700 a month to \$1 a year in exchange for eliminating private rentals for parties and events not related to the City.

Recommendations: It is recommended that the City Council

- (1) Authorize the City Manager to execute a three-year lease, in a form approved by the City Attorney, between the Monterey Park Chamber of Commerce and the City for the lease of El Encanto; and
- (2) take such additional, related, action that may be desirable.

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council communications and committee reports from Council Representatives of specific organizations

CLOSED SESSION

None.

ADJOURN

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS

Staff Report City of Monterey Park

January 16, 2013

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 January 2 & 16, 2013

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 121-126 (SA).

Fiscal Impact

Disbursements from all SA funds total \$39,139.99.

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 2ND DAY AND 16TH DAY OF JANUARY 2013
TOTALING \$39,139.99 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	\$ 19,598.73
Merged Project Projects	19,541.26
Total	<u>\$ 39,139.99</u>

PASSED, APPROVED AND ADOPTED THE 16TH DAY OF JANUARY 2013.

Mitchell Ing
City of Monterey Park,
California

ATTEST:

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

Resolution No. SA-_____

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY)
OF CITY OF MONTEREY PARK)

I hereby certify that this resolution was duly adopted by the
Successor Agency to the Former Community Redevelopment Agency,
at a regular meeting held on the 16th day of January 2013 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 01/02/2013

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0860-801-1203-32050	14.78	INTERNET/PHONE SERVICE		121	14.78
JENKINS & HOGIN, LLP	0860-801-1203-31600	3,652.08	LEGAL-SA		122	
	0870-801-1203-31600	3,652.08	LEGAL-SA		122	
	0860-801-1203-31600	875.00	LEGAL-ATLANTIC TIMES SQUARE		122	8,179.16
PUN & MCGEADY LLP	0860-801-1203-31800	4,000.00	SA DUE DILIGENCE REVIEW		124	
	0870-801-1203-31800	4,000.00	SA DUE DILIGENCE REVIEW		124	
	0860-801-1203-31800	500.00	AUDIT SERVICES		124	
	0870-801-1203-31800	500.00	AUDIT SERVICES		124	9,000.00
CHESTER S YOSHIZAKI	0870-850-1203-31950	509.38	CONSULTANT-11/12	69597	123	
	0860-850-1203-31950	509.37	CONSULTANT-11/12	69597	123	1,018.75
TOTAL FOR PREPAID WARRANTS						18,212.69

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/02/2013

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TOTAL FOR PREPAID WARRANTS	18,212.69
TOTAL FOR PRINTED WARRANTS	0.00
TOTAL WARRANTS	18,212.69
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	4
TOTAL CHECKS PRINTED	0
TOTAL CHECKS ISSUED	4

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/02/2013
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	9,551.23	0.00	9,551.23
0870	MERGED CAPITAL PROJECTS	8,661.46	0.00	8,661.46
	TOTAL	18,212.69	0.00	18,212.69

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/16/2013

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JENKINS & HOGIN, LLP	0860-801-1203-31600	4,350.00	LEGAL-SA		125	
	0870-801-1203-31600	4,350.00	LEGAL-SA		125	
	0870-801-1203-31600	832.30	LEGAL-ATLANTIC TIMES SQUARE		125	
						9,532.30
CHESTER S YOSHIZAKI	0870-801-1203-31950	2,459.38	CONSULTANT-10/12		126	
	0860-801-1203-31950	2,459.37	CONSULTANT-10/12		126	
	0870-801-1203-31950	2,410.00	CONSULTANT-11/12		126	
	0860-801-1203-31950	2,410.00	CONSULTANT-11/12		126	
	0870-801-1203-31950	828.12	CONSULTANT-10/12		126	
	0860-801-1203-31950	828.13	CONSULTANT-10/12		126	
						11,395.00
TOTAL FOR PREPAID WARRANTS						20,927.30

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/16/2013

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TOTAL FOR PREPAID WARRANTS	20,927.30
TOTAL FOR PRINTED WARRANTS	0.00
TOTAL WARRANTS	20,927.30
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	2
TOTAL CHECKS PRINTED	0
TOTAL CHECKS ISSUED	2

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/16/2013
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	10,047.50	0.00	10,047.50
0870	MERGED CAPITAL PROJECTS	10,879.80	0.00	10,879.80
	TOTAL	20,927.30	0.00	20,927.30

Staff Report City of Monterey Park

DATE: January 16, 2013
TO: Paul Talbot, City Manager
FROM: Annie Yaung, CPFO, Financial Services Manager
SUBJECT: Successor Agency Monthly Investment Report – December 2012

DISCUSSION

As of December 31, 2012 invested funds for the City of Monterey Park is as follows:

• Acting as the SA to the Former Redevelopment Agency	\$ 6,445,171.91
• Acting as the SA (RORF)	<u>245,916.92</u>
	<u>\$ 6,691,088.83</u>

RECOMMENDATION

Receive and file the monthly investment report.

By: 
Annie Yaung, CPFO
Financial Services Manager

Approved: 
Paul Talbot
City Manager

**MONTEREY PARK CITY COUNCIL
STAFF REPORT**

MEETING DATE: January 16, 2013
AGENDA HEADING: City Council Minutes

AGENDA DESCRIPTION:

Approval of Minutes from the regular meetings of December 5, 2012 and December 19, 2012; and the special meeting of December 11, 2012 of the Successor Agency to the former Monterey Park Redevelopment Agency.

(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

It is recommended that the City Council (acting on behalf of the Successory Agency)

- (1) Approve the minutes from the Successor Agency to the former Monterey Park Redevelopment Agency regular meetings of December 5, 2012 and December 19, 2012; and the special meeting of December 11, 2012.
- (2) Take such additional, related, action that may be desirable.

ATTACHED SUPPORTING DOCUMENTS:

- December 5, 2012 (Regular)
- December 11, 2012 (Special)
- December 19, 2012 (Regular)

FISCAL IMPACT: None

Amount Budgeted: \$0
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: David M. Barron, City Clerk



REVIEWED BY:

APPROVED BY:

BACKGROUND AND DISCUSSION:

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
DECEMBER 5, 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, December 5, 2012 at 7:00 p.m.

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

CALL TO ORDER:

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

FLAG SALUTE:

The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:

City Clerk Barron called the roll:

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

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Director of 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

Discussion: City Manager Talbot informed the council that the Special Meeting scheduled tonight, December 5, 2012 at 7:00 p.m. has been cancelled for lack of discussion of items. He also reported that Successor Agency Consent Calendar Item No. 2 will be continued to a Special Meeting in Room 266, Second Floor of City Hall, Tuesday, December 11, 2012 at 11:30 a.m.

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

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.

except for Item No. 2, which was pulled and reading resolutions and ordinances by title only and waiving further reading thereof.

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

Ayes: Council Members: Lau, Wong, Real Sebastian, Ing
Noes: Council Members: None
Absent: Council Members: 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-26** of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **December 5, 2012 totaling \$1,122,053.93** and specifying the funds out of which the same are to be paid on Consent Calendar.

Resolution No. SA-26, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED **December 5, 2012 totaling \$1,122,053.93** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2. REVIEW OF A DUE DILIGENCE REVIEW OF THE SUCCESSOR AGENCY'S NON-HOUSING ASSETS

Health and Safety Code Section 34179.6 requires the Successor Agency to review and approve a Due Diligence Review of the Successor Agency's non-housing assets. The Due Diligence Review concerning the Successor Agency's Low and Moderate Income Housing Fund was previously approved and transmitted to the Department of Finance on October 12, 2012. The proposed Due Diligence Review was performed by a County approved auditor, the firm of Pun & McGeady, LLP, to determine the unobligated funds and assets available for distribution to the taxing entities.

Action Taken: None. This item was continued to a Special Meeting in Room 266, Second Floor of City Hall, Tuesday, December 11, 2012 at 11:30 a.m.

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

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
DECEMBER 11, 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, Tuesday, December 11, 2012 at 11:30 a.m.

CALL TO ORDER:

Mayor Ing called the meeting to order at 11:35 a.m.

ROLL CALL:

City Clerk Barron called the roll:

Council Members Present: Lau, Wong, Ing

Council Members Absent: Real Sebastian

Also Present: City Manager Talbot, Deputy City Attorney Berger, Acting Economic Development Specialist Ramirez, Economic Development Consultant Yoshizaki, Financial Services Manager Young

ORAL & WRITTEN COMMUNICATIONS

None.

SUCCESSOR AGENCY NEW BUSINESS ITEM NO. 1

1. REVIEW OF A DUE DILIGENCE REVIEW OF THE SUCCESSOR AGENCY'S NON-HOUSING ASSETS

Health and Safety Code Section 34179.6 requires the Successor Agency to review and approve a Due Diligence Review of the Successor Agency's non-housing assets. The Due Diligence Review concerning the Successor Agency's Low and Moderate Income Housing Fund was previously approved and transmitted to the Department of Finance on October 12, 2012. The proposed Due Diligence Review was performed by a County approved auditor, the firm of Pun & McGeady, LLP, to determine the unobligated funds and assets available for distribution to the taxing entities.

Action Taken: The City Council (1) adopted **Resolution No. SA – 28** of the Successor Agency to the Monterey Park Redevelopment Agency approving a Non-Housing Assets Due Diligence Report; (2) authorized staff to distribute the Due Diligence Review to the Oversight Board, County Auditor-Controller, State Controller, and the Department of Finance; (3) authorized staff to take the Due Diligence Review to the Oversight Board for their review and approval; and (4) authorized staff to forward the Review to the DOF upon the Oversight Board's approval.

Resolution No. SA – 28, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY APPROVING A NON-HOUSING ASSETS DUE DILIGENCE REPORT

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

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

CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting adjourned at 11:55 a.m.

David M. Barron, CMC
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
DECEMBER 19, 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, December 19, 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 7:03 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, Fire Chief Birrell, Police Chief Smith, Human Resources Director Cody, Financial Services Manager Yaung, City Librarian Arvizu, Interim Director of Public Works/Community Development Quintero, Financial Services Manager Yaung

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None.

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS

None.

SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NOS. 1-3

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

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved and adopted Item Nos. 1-3, and reading resolutions and ordinances by title only and waiving further reading thereof.

MISSION STATEMENT

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

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

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

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 - 29** 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 on Consent Calendar.

Resolution No. SA - 29, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) 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

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.

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

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.

Action Taken: The City Council approved the minutes from the Successor Agency to the former Monterey Park Redevelopment Agency regular meetings of November 7, 2012 and November 21, 2012 on Consent Calendar.

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

**MONTEREY PARK CITY COUNCIL
STAFF REPORT**

MEETING DATE: January 16, 2013
AGENDA HEADING: City Council Minutes

AGENDA DESCRIPTION:

Approval of Minutes from the Housing Successor Agency to the former Monterey Park Redevelopment Agency regular meetings of December 19, 2012

(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

It is recommended that the City Council (acting on behalf of the Housing Successory Agency)

- (1) Approve the minutes from the Housing Successor Agency to the former Monterey Park Redevelopment Agency regular meetings of December 19, 2012
- (2) Take such additional, related, action that may be desirable.

ATTACHED SUPPORTING DOCUMENTS:

- December 19, 2012 (Regular)

FISCAL IMPACT: None

Amount Budgeted: \$0
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: David M. Barron, City Clerk



REVIEWED BY:

APPROVED BY:

BACKGROUND AND DISCUSSION:

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
DECEMBER 19, 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, December 19, 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 7:03 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, Fire Chief Birrell, Police Chief Smith, Human Resources Director Cody, Financial Services Manager Yaung, City Librarian Arvizu, Interim Director of Public Works/Community Development Quintero, Financial Services Manager Yaung

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None.

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS

None.

SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NOS. 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.

See Successor Agency minutes.

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.

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.

See Successor Agency minutes.

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.

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 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

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.

Action Taken: The City Council approved the minutes from the Housing Successor Agency to the former Monterey Park Redevelopment Agency regular meetings of November 7, 2012 and November 21, 2012 on Consent Calendar.

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

Staff Report City of Monterey Park

January 16, 2013

To: Paul Talbot, City Manager

From: Annie Yaung, CPFO, Financial Services Manager

Subject: Warrant Register for the City of Monterey Park of January 2 & 16, 2013

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 290806-291085.

Fiscal Impact

Disbursements from all funds total \$786,702.16.

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 2ND DAY AND 16TH DAY OF JANUARY 2013
TOTALING \$786,702.16 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	\$ 232,254.56
State Gas Tax Fund	30,749.69
Sewer Fund	640.14
Refuse Fund	13,805.29
City Shop Fund	47,326.96
General Liability Fund	3,613.05
Technology Internal Service Fund	26.92
Payroll Clearing Account	9,320.18
Public Safety Impact Fee	352.15
Special Deposits Fund	66,868.10
Business Improvement Area #1	4,725.00
Water Fund	71,857.38
Water Treatment Fund	74,893.78
OPA Proposition A	2,689.82
Measure R Fund	13,946.85
Library Tax Fund	1,782.60
STC Standards/Training/Corrections	195.93
POST	1,603.14
Home Housing Program	9,954.79
Recreation Fund	990.25
Asset Forfeiture	7,853.84
Cal Library Literacy Svc Grant	439.12
Prop C	58,886.66
CDBG Fund	6,291.66
Maintenance District 93-1	18,227.86
Prop A - Per Parcel Grant	1,957.50
Used Oil Recycling Block Grant	1,843.75
SAFETEA-LU Grant	18,120.00
Maintenance Grant (075)	4,090.00
ELAC Contributions	4,530.00
ELAC Instructional Serv Prog	502.20
LACMTA Funds	42,436.50
SGVCOG Energy Audit Grant	25,705.00
City/Housing Successor Agency	8,221.49
 TOTAL	 <u>\$ 786,702.16</u>

PASSED, APPROVED AND ADOPTED THE 16TH DAY OF JANUARY 2013.

 Mitchell Ing
 City of Monterey Park, California

ATTEST

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

RESOLUTION NO. 11220

Page 2

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

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Monterey Park at a regular meeting held on the 16th day of January 2013 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 01/02/2013

4

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
220 ATLANTIC LLC	0010-701-0010-06220	500.00-	VOID CHECK		274294	500.00-
3M LIBRARY SYSTEMS CONTRACT	0075-450-0075-08320	1,804.00-	VOID CHECK		274553	1,804.00-
	0075-450-0075-08320	1,804.00	LIBRARY SYSTEM MAINT. (TRUST)		290838	1,804.00
ROBERTO A AGUIRRE	0010-801-6508-31990	189.97	REIMBURSE-HOLIDAY SING		290807	189.97
BRENT ARCHIBALD	0136-801-3101-33250	1,056.00	POLICE POST TRAINING		290839	1,056.00
AT & T	0010-801-3112-32050	5.09	12/12 PHONE SERVICE		290840	
	0010-801-3114-32050	3.81	12/12 PHONE SERVICE		290840	8.90
	0010-801-3113-32050	35.35	PHONE SERVICE		290808	35.35
AT & T MOBILITY (DBA)	0071-801-3201-39460	156.52	FIRE EOC SATELLITE PHONE		290841	156.52
AT&T	0010-801-1301-32050	14.75	INTERNET/PHONE SERVICE		290809	
	0010-801-1801-32050	14.81	INTERNET/PHONE SERVICE		290809	
	0010-801-3201-32050	1,375.53	INTERNET/PHONE SERVICE		290809	
	0010-801-6517-32050	184.96	INTERNET/PHONE SERVICE		290809	
	0010-801-6502-32050	319.13	INTERNET/PHONE SERVICE		290809	1,909.18
	0010-801-1404-32050	896.26	INTERNET/PHONE SERVICE		290842	
	0010-801-1408-32050	242.21	INTERNET/PHONE SERVICE		290842	
	0043-801-1404-32050	649.55	INTERNET/PHONE SERVICE		290842	
	0092-801-1404-32050	788.75	INTERNET/PHONE SERVICE		290842	
	0092-801-4220-32050	198.08	INTERNET/PHONE SERVICE		290842	
	0092-801-4222-32050	1,119.93	INTERNET/PHONE SERVICE		290842	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/02/2013

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT&T	0010-801-4209-32050	492.67	INTERNET/PHONE SERVICE		290842	
	0022-801-4206-32050	592.47	INTERNET/PHONE SERVICE		290842	
	0109-801-6511-32050	66.47	INTERNET/PHONE SERVICE		290842	
	0010-801-3112-32050	7,552.82	INTERNET/PHONE SERVICE		290842	
	0010-801-3113-32050	29.51	INTERNET/PHONE SERVICE		290842	
	0010-801-3114-41100	15.98	INTERNET/PHONE SERVICE		290842	
	0010-801-6001-32050	208.00	INTERNET/PHONE SERVICE		290842	
						12,852.70
	0010-801-1408-32050	1,711.64	INTERNET/PHONE SERVICE		290856	
	0010-801-3112-32050	1,141.09	INTERNET/PHONE SERVICE		290856	
	0010-801-3201-32050	570.54	INTERNET/PHONE SERVICE		290856	
	0010-801-6001-32050	190.18	INTERNET/PHONE SERVICE		290856	
	0169-801-2201-32050	190.18	INTERNET/PHONE SERVICE		290856	
						3,803.63
AYRES HOTEL & SPA MORENO VALLEY	0010-801-3210-39400	453.85	FIRE TRAINING		290810	
						453.85
BANK AMERICARD	0092-801-1403-39400	616.50	11/12 STMT-ADVANCED GOV ACCTG		290811	
	0010-801-1403-39400	616.50	11/12 STMT-ADVANCED GOV ACCTG		290811	
	0010-801-1201-39400	24.00	11/12 STMT-FORUM SURVEY		290811	
						1,257.00
BEST WESTERN UNIVERSITY LODGE	0136-801-3101-33250	186.48	POLICE POST TRAINING		290843	
						186.48
CUEVAS BILL	0010-801-3120-39700	100.00	PETTY CASH-BLOCK MEETING		290812	
	0010-801-3120-39700	100.00	PETTY CASH-BLOCK MEETING		290812	
	0010-801-3120-39700	80.00	PETTY CASH-BLOCK MEETING		290812	
	0010-801-3113-38400	4.70	PETTY CASH-JAIL SUPPLIES		290812	
	0010-801-3120-39700	50.99	PETTY CASH-REFRESHMENTS		290812	
	0160-801-3101-39400	40.00	PETTY CASH-TRAINING		290812	
	0010-801-3101-22650	91.00	PETTY CASH-NOTARY RENEWAL		290812	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/02/2013

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CUEVAS BILL	0010-801-3102-31950	21.03	PETTY CASH-REFRESHMENTS		290812	487.72
BOSTON MARKET	0075-450-0075-08330	2,633.44	EE HOLIDAY LUNCHEON (TRUST)		290813	2,633.44
CALIFORNIA FITNESS SOURCE INC	0010-801-3210-38400	1,140.00	FIRE EQUIPMENT MAINTENANCE		290814	1,140.00
CALIFORNIA TRAINING INSTITUTE	0136-801-3101-33250	209.00	POLICE POST TRAINING		290815	209.00
CHARTER COMMUNICATIONS	0092-801-4220-32050	19.64	INTERNET/CABLE SERVICE		290816	233.59
	0092-801-1404-32050	62.87	INTERNET/CABLE SERVICE		290816	
	0043-801-1404-32050	51.77	INTERNET/CABLE SERVICE		290816	
	0010-801-3112-32050	29.05	INTERNET/CABLE SERVICE		290816	
	0010-801-1404-32050	70.26	INTERNET/CABLE SERVICE		290816	
CHEVRON INC	0060-801-4211-22250	1,474.20	11/12-FUEL SERVICE		290817	1,474.20
CITY OF MONTEREY PARK	0092-450-0092-09000	3,406.00	REFUND-WATER DEPOSIT		290818	583.13
	0092-701-0092-07510	2,852.24-	REFUND-WATER USAGE		290818	
	0092-701-0092-07510	29.37	REFUND-WATER PAYMENT		290818	
COUNTY OF LOS ANGELES	0075-450-0075-08400	80.00	SENIOR PET LICENSE (TRUST)		290819	80.00
DEPARTMENT OF MOTOR VEHICLES	0160-801-4211-54050	163.80	POLICE VEHICLE FEES		290820	163.80
DHI CONSTRUCTION INC	0152-801-2206-38650	7,425.00	COMM REHAB-919 W.MABEL	70387	290821	7,425.00
DIAZ-RDC CONSTRUCTION, INC	0152-801-2206-38650	1,300.00	HOUSING REHAB-162 E.GRAVES	70355	290822	1,300.00

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/02/2013

7

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
DIVERSIFIED RISK INSURANCE	0075-450-0075-08350	352.25	SPECIAL EVENT INSURANCE (TRUST)		290823	352.25
GOVERNMENT FINANCE OFFICERS	0010-801-1403-31950	505.00	GFOA CAFR AWARD APPLICATION		290806	505.00
JWA URBAN CONSULTANTS INC	0880-801-1204-31950	3,128.25	HOUSING CONSULTING SERVICES	70408	290844	7,450.25
	0880-801-1204-31950	4,322.00	HOUSING CONSULTING SERVICES	70408	290844	
GWEN KISHIDA	0010-801-6003-22450	7.60	PETTY CASH-SUPPLIES		290845	242.13
	0163-801-6005-22750	100.00	PETTY CASH-SUPPLIES		290845	
	0163-801-6005-22750	63.54	PETTY CASH-SUPPLIES		290845	
	0010-801-6001-21350	13.04	PETTY CASH-NAMEPLATE		290845	
	0075-450-0075-08250	20.00	PETTY CASH-TRAINING (TRUST)		290845	
	0010-801-6003-22450	37.95	PETTY CASH-SUPPLIES		290845	
LIEBERT CASSIDY WHITMORE	0010-801-6002-40000	119.63	LIBRARY MANUAL		290846	119.63
METROPOLITAN TRANSPORTATION	0109-801-6511-41200	3,696.00	LANGLEY TAP CARD SALES		290857	3,696.00
MONSTER WORLDWIDE INC	0010-801-1801-34100	337.00	EMPLOYMENT NOTICE		290824	337.00
MONTEREY PARK PETTY CASH	0071-801-3120-22670	97.84	PETTY CASH-EXPLORER BANQUET		290825	
	0071-801-3120-22670	97.79	PETTY CASH-EXPLORER BANQUET		290825	
	0010-801-6517-22750	50.00	PETTY CASH-EE OF THE YEAR		290825	
	0092-801-4202-31950	50.00	PETTY CASH-EE OF THE YEAR		290825	
	0010-801-4212-31500	50.00	PETTY CASH-EE OF THE YEAR		290825	
	0160-801-3103-22800	70.00	PETTY CASH-K9 SUPPLIES		290825	
	0092-801-4220-22300	50.00	PETTY CASH-EE OF THE YEAR		290825	
	0075-450-0075-09080	59.72	PETTY CASH-TRUST		290825	
	0010-801-3101-22750	50.00	PETTY CASH-TRAINING		290825	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/02/2013

8

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						575.35
MONTEREY PARK PETTY CASH	0010-801-1301-39400	16.97	PETTY CASH-REFRESHMENTS		290847	
	0010-801-6517-22750	34.21	PETTY CASH-OFFICE SUPPLIES		290847	
	0075-450-0075-08330	42.19	PETTY CASH-SUPPLIES (TRUST)		290847	
	0010-801-4210-38400	26.97	PETTY CASH-SUPPLIES		290847	
	0010-801-1301-39400	95.22	PETTY CASH-LCC CONFERENCE		290847	
	0010-801-3210-38400	4.30	PETTY CASH-SUPPLIES		290847	
						219.86
PACIFIC TELEMAGEMENT SERVICES	0010-801-6502-32050	228.00	PHONE SERVICE		290826	
						228.00
PRIVATE MEDICAL CARE, INC.	0065-461	2,747.25	DENTAL INSURANCE		290827	
						2,747.25
PUN & MCGEADY LLP	0169-801-2201-31800	4,000.00	AUDIT SERVICES		290848	
						4,000.00
RED CARD TRAINING	0010-801-3210-38400	125.00	FIRE TRAINING		290849	
						125.00
ROBERT ELGUEZABAL AND	0062-801-5101-35650	25,000.00-	VOID CHECK		290186	
						25,000.00-
	0062-801-5101-35650	25,000.00	CLAIM SETTLEMENT		290828	
						25,000.00
SAN GABRIEL VALLEY NEWSPAPER	0010-801-1801-34100	337.00-	VOID CHECK		290138	
						337.00-
SBC LONG DISTANCE	0010-801-1408-32050	42.25	PHONE SERVICE		290850	
	0010-801-3112-32050	28.17	PHONE SERVICE		290850	
	0010-801-1408-32050	14.09	PHONE SERVICE		290850	
	0010-801-6001-32050	4.70	PHONE SERVICE		290850	
	0169-801-2201-32050	4.70	PHONE SERVICE		290850	
						93.91
SO CALIF PUBLIC MGMT ASSOC	0010-801-1802-33200	60.00	HR-TRAINING		290829	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/02/2013

9

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						60.00
SOUTHERN CALIFORNIA EDISON CO.	0152-701-0152-05455	9.60	ELECTRICITY 534 CHANDLER		290851	
	0880-701-0880-05455	40.91	ELECTRICITY 534 CHANDLER		290851	
	0152-701-0152-05455	7.24	ELECTRICITY 534HM CHANDLER		290851	
	0880-701-0880-05455	30.89	ELECTRICITY 534HM CHANDLER		290851	
	0152-701-0152-05455	0.36	ELECTRICITY 534F CHANDLER		290851	
	0880-701-0880-05455	1.54	ELECTRICITY 534F CHANDLER		290851	
						90.54
	0152-701-0152-05451	56.70	ELECTRICITY 325 E.POMONA		290858	
	0880-701-0880-05451	83.30	ELECTRICITY 325 E.POMONA		290858	
	0152-701-0152-05453	47.78	ELECTRICITY 341WR E.POMONA		290858	
	0152-701-0152-05452	20.46	ELECTRICITY 371HM E.POMONA		290858	
	0880-701-0880-05452	1.31	ELECTRICITY 371HM E.POMONA		290858	
	0152-701-0152-05455	2.18	ELECTRICITY 534 N.CHANDLER		290858	
	0880-701-0880-05455	9.27	ELECTRICITY 534 N.CHANDLER		290858	
						221.00
SOUTHERN CALIFORNIA PERSONNEL	0010-801-1801-33200	237.00	HUMAN RESOURCES TRAINING		290852	
						237.00
SPRINT CORPORATION	0160-801-3115-38400	1,065.47	POLICE-DATA SERVICE	70217	290830	
						1,065.47
	0160-801-3115-38400	1,412.65	POLICE-DATA SERVICE	70217	290831	
						1,412.65
THE STANDARD	0065-458	3,858.98	LTD INSURANCE		290832	
						3,858.98
STATE OF CALIFORNIA DMV	0160-801-4211-54050	163.80-	VOID CHECK		290376	
						163.80-
TACOS CHIHUAHUA, INC.	0075-450-0075-08330	407.81	EE HOLIDAY LUNCHEON (TRUST)		290833	
						407.81
ERIC THAI	0075-450-0075-08420	154.50	EXPLORER SUPPLIES (TRUST)		290834	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/02/2013

10

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						154.50
THE GAS COMPANY (DBA)	0010-801-3114-36200	196.91	GAS SERVICES		290835	
	0060-801-4211-22250	146.11	GAS SERVICES		290835	
						343.02
	0880-701-0880-05455	13.48	GAS SERVICES 534D CHANDLER		290853	
	0152-701-0152-05455	3.16	GAS SERVICES 534D CHANDLER		290853	
	0880-701-0880-05455	30.61	GAS SERVICES 534E CHANDLER		290853	
	0152-701-0152-05455	7.18	GAS SERVICES 534E CHANDLER		290853	
	0880-701-0880-05455	14.14	GAS SERVICES 534F CHANDLER		290853	
	0152-701-0152-05455	3.32	GAS SERVICES 534F CHANDLER		290853	
	0880-701-0880-05454	1.96	GAS SERVICES 321 POMONA		290853	
	0152-701-0152-05454	17.64	GAS SERVICES 321 POMONA		290853	
						91.49
TOWNE INC.	0010-801-1301-31750	7,475.00	ELECTION MAILING		290859	
						7,475.00
	0010-801-1301-31750	1,750.00	ELECTION MAILING		290860	
						1,750.00
TRU DESIGNZ & PRINTING	0010-801-4212-22300	173.06	PUBLIC WORKS UNIFORM		290836	
	0092-801-4220-22300	120.00	PUBLIC WORKS UNIFORM		290836	
	0010-801-6517-22750	110.00	PUBLIC WORKS UNIFORM		290836	
	0022-801-4202-22300	102.63	PUBLIC WORKS UNIFORM		290836	
						505.69
TONY URICH	0136-801-3101-33250	100.00	POLICE POST TRAINING		290854	
						100.00
MARICELA VASQUEZ	0159-801-6506-22550	150.00	DAY CARE SUPPLIES		290861	
						150.00
VERIZON WIRELESS	0010-801-3220-32050	227.40	WIRELESS DATA SERVICE		290855	
	0349-801-3201-39400	38.01	WIRELESS DATA SERVICE		290855	
	0010-801-3210-32050	173.90	WIRELESS DATA SERVICE		290855	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VERIZON WIRELESS	0010-801-3210-32050	36.67	WIRELESS DATA SERVICE		290855	475.98
VISION SERVICE PLAN-CA	0065-466	2,713.95	VISION PLAN		290837	2,713.95
TOTAL FOR PREPAID WARRANTS						78,443.37

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
A & J PORTABLE RESTROOM INC	0075-450-0075-08915	200.00	FARMERS MARKET RESTROOM(TRUST)	70075	290862	200.00
ADVANCE PEST TERMITE CONTROL	0010-801-3104-31950	30.00	PEST CONTROL		290863	
	0010-801-3113-38100	39.00	PEST CONTROL	70202	290863	
	0010-801-6507-31160	28.00	PEST CONTROL	70223	290863	
	0010-801-6502-38250	39.00	PEST CONTROL	70223	290863	
	0010-801-6507-31160	35.00	PEST CONTROL	70223	290863	
	0010-801-6507-31160	39.00	PEST CONTROL	70223	290863	
	0010-801-6507-31160	50.00	PEST CONTROL	70223	290863	
	0010-801-6517-38100	44.00	PEST CONTROL	70223	290863	304.00
CITY OF ALHAMBRA	0109-801-4201-31960	157.75	CNG FUEL	70015	290864	157.75
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-22300	476.23	FIRE SUPPLIES	70167	290865	476.23
ALLWAYS BEST INC (DBA)	0010-801-1301-31750	600.00	ELECTION OUTREACH SUPPLIES		290866	600.00
AMERICAN BACKFLOW PREVENTION ASSOC	0092-801-4221-39300	75.00	WATER MEMBERSHIP		290867	75.00
AMERICAN RED CROSS	0010-801-6503-22300	351.00	LIFEGUARD CPR/AED TRAINING		290868	351.00
ANIMAL HEALTH & SANITARY SUPPLY (DE	0010-801-3111-22750	153.65	POLICE K9 SUPPLIES		290869	153.65
APPLIED SPECTROMETRY	0093-801-4226-23300	1,136.44	WATER VALVES		290870	1,136.44
BRENT ARCHIBALD	0010-801-3102-22310	31.52	POLICE UNIFORM		290871	31.52
ARGIL BLDG. MATERIAL CO.	0010-801-4202-22400	218.04	CONCRETE	70089	290872	
	0010-801-4202-22400	218.04	CONCRETE	70089	290872	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						436.08
ARMA INTERNATIONAL INC	0010-801-1407-39300	230.00	MEMBERSHIP		290873	230.00
ASCAP (DBA)	0075-450-0075-09010	163.25	ANNUAL MUSIC USE LIC. (TRUST)		290874	
	0075-450-0075-08610	163.25	ANNUAL MUSIC USE LIC. (TRUST)		290874	
	0075-450-0075-08520	163.25	ANNUAL MUSIC USE LIC. (TRUST)		290874	
	0075-450-0075-08500	163.25	ANNUAL MUSIC USE LIC. (TRUST)		290874	653.00
ATHENS SERVICES	0344-801-5002-99290	1,300.00	STREET SWEEPING	70080	290875	
	0022-801-4205-41200	25,750.00	STREET SWEEPING	70079	290875	27,050.00
AVOCET ENVIRONMENTAL, INC.	0093-801-4225-82247	3,673.33	WATER QUALITY CONSULTING	70143	290876	3,673.33
AWWA	0092-801-4222-31950	238.00	WATER MEMBERSHIP		290877	238.00
AZTEC TECHNOLOGY	0092-801-4224-81860	5,198.25	WATER STORAGE CONTAINER	70417	290878	
	0160-801-5004-99314	244.69	POLICE STORAGE CONTAINER		290878	5,442.94
BAKER & TAYLOR INC	0131-801-6006-40000	19.18	BOOK(S) -CREDIT		290879	
	0163-801-6005-22750	275.58	BOOK(S) 30		290879	
	0131-801-6006-40000	15.22	BOOK(S) 1		290879	
	0131-801-6006-40000	19.70	BOOK(S) 1		290879	
	0131-801-6006-40000	4.59	BOOK(S) 1		290879	
	0131-801-6006-40000	31.01	BOOK(S) 2		290879	
	0131-801-6006-40000	38.86	BOOK(S) 2		290879	
	0131-801-6006-40000	74.82	BOOK(S) 4		290879	
	0131-801-6006-40000	54.01	BOOK(S) 13		290879	
	0131-801-6006-40000	8.54	BOOK(S) 1		290879	
	0010-801-6002-40000	41.40	BOOK(S) 2		290879	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
BAKER & TAYLOR INC	0010-801-6002-40000	6.57	BOOK(S) 1		290879	
	0010-801-6002-40000	119.33	BOOK(S) 1		290879	670.45
MICHELLE BARFIELD	0132-801-3101-33300	42.25	POLICE STC TRAINING		290880	42.25
KELLY BERTSCH	0010-801-3112-22310	152.22	POLICE UNIFORM		290881	152.22
JAMES BIRRELL	0010-801-3210-39300	163.21	FIRE SUPPLIES		290882	163.21
	0349-801-3201-39400	464.19	FIRE TRAINING		290883	464.19
BOURRET GLASS & UPHOLSTERY, INC	0060-801-4211-38400	663.75	FLEET REPAIR UNIT 928		290884	663.75
BRENNTAG PACIFIC INC	0093-801-4227-23300	588.15	WATER CHEMICALS	70157	290885	588.15
BRODART COMPANY	0010-801-6002-40000	9.57	LIBRARY CATALOGING BOOKS		290886	9.57
C.E.G. INVESTIGATIONS	0010-801-3102-31950	186.06	POLICE HEARINGS		290887	186.06
CAAD LLC	0092-801-4221-39250	915.60	WATER BILL MAILING SERVICE		290888	915.60
CALIFORNIA PAVING & GRADING CO	0092-801-4222-38420	1,130.00	WATER PAVING		290889	1,130.00
CARL WARREN & COMPANY	0062-801-5101-35600	360.66	LIABILITY CLAIM-N.NG		290890	
	0062-801-5101-35600	407.55	LIABILITY CLAIM-Z.XU		290890	
	0062-801-5101-35600	478.09	LIABILITY CLAIM-M.GARCIA		290890	
	0062-801-5101-35600	132.00	LIABILITY CLAIM-B.THOMAS		290890	
	0062-801-5101-35600	282.15	LIABILITY CLAIM-T.VERA		290890	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CARL WARREN & COMPANY	0062-801-5101-35600	313.50	LIABILITY CLAIM-K.KLEIN		290890	
	0062-801-5101-35600	728.89	LIABILITY CLAIM-C.ORCHARD		290890	2,702.84
CAT SPECIALTIES, INC.	0010-801-3205-39400	13.42	FIRE UNIFORM		290891	
	0010-801-3205-22300	61.62	FIRE UNIFORM		290891	75.04
CINTAS CORPORATION	0092-801-4223-22300	71.46	WATER UNIFORMS		290892	
	0092-801-4222-22300	85.37	WATER UNIFORMS		290892	
	0092-801-4221-22300	39.31	WATER UNIFORMS		290892	
	0092-801-4223-22300	71.46	WATER UNIFORMS		290892	
	0092-801-4222-22300	61.76	WATER UNIFORMS		290892	
	0092-801-4221-22300	38.66	WATER UNIFORMS		290892	
	0092-801-4223-22300	71.46	WATER UNIFORMS		290892	
	0092-801-4222-22300	61.76	WATER UNIFORMS		290892	
	0092-801-4221-22300	38.66	WATER UNIFORMS		290892	
	0092-801-4223-22300	80.18	WATER UNIFORMS		290892	
	0092-801-4222-22300	194.76	WATER UNIFORMS		290892	
	0092-801-4221-22300	38.66	WATER UNIFORMS		290892	853.50
CITY OF LA MIRADA	0166-801-4201-31960	1,000.00	VEHICLE LEASE	70409	290893	1,000.00
CLEAN ENERGY	0166-801-4201-31960	1,023.53	CNG FUEL		290894	1,023.53
CLINICAL LABORATORY OF	0093-801-4227-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4227-31950	255.55	WATER ANALYSIS	70402	290895	
	0093-801-4227-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4227-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4226-31950	1,780.30	WATER ANALYSIS	70402	290895	
	0093-801-4226-31950	20.90	WATER ANALYSIS	70402	290895	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4226-31950	778.05	WATER ANALYSIS	70402	290895	
	0093-801-4226-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4226-31950	778.05	WATER ANALYSIS	70402	290895	
	0093-801-4226-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4226-31950	778.05	WATER ANALYSIS	70402	290895	
	0093-801-4226-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4226-31950	251.75	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	882.55	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	62.70	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	62.70	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	816.05	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	816.05	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	816.05	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	816.05	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4231-31950	141.55	WATER ANALYSIS	70402	290895	
	0093-801-4231-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4231-31950	251.75	WATER ANALYSIS	70402	290895	
	0093-801-4232-31950	19.00	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4230-31950	62.70	WATER ANALYSIS	70402	290895	
	0092-801-4222-31950	901.55	WATER ANALYSIS	70402	290895	
	0092-801-4222-31950	10.45	WATER ANALYSIS	70402	290895	
	0092-801-4222-31950	111.15	WATER ANALYSIS	70402	290895	
	0092-801-4222-31950	10.45	WATER ANALYSIS	70402	290895	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0092-801-4222-31950	9.98	WATER ANALYSIS	70402	290895	
	0092-801-4222-31950	180.98	WATER ANALYSIS	70402	290895	
	0092-801-4222-31950	10.45	WATER ANALYSIS	70402	290895	
	0092-801-4222-31950	111.15	WATER ANALYSIS	70402	290895	
	0092-801-4222-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4229-31950	2,219.20	WATER ANALYSIS	70402	290895	
	0093-801-4229-31950	41.80	WATER ANALYSIS	70402	290895	
	0093-801-4229-31950	1,760.35	WATER ANALYSIS	70402	290895	
	0093-801-4229-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4229-31950	1,760.35	WATER ANALYSIS	70402	290895	
	0093-801-4229-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4229-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4229-31950	1,760.35	WATER ANALYSIS	70402	290895	
	0093-801-4228-31950	76.00	WATER ANALYSIS	70402	290895	
	0093-801-4228-31950	19.00	WATER ANALYSIS	70402	290895	
	0093-801-4228-31950	19.00	WATER ANALYSIS	70402	290895	
	0093-801-4227-31950	602.30	WATER ANALYSIS	70402	290895	
	0093-801-4227-31950	41.80	WATER ANALYSIS	70402	290895	
	0093-801-4227-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4227-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4227-31950	255.55	WATER ANALYSIS	70402	290895	
	0093-801-4227-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4227-31950	10.45	WATER ANALYSIS	70402	290895	
	0093-801-4227-31950	255.55	WATER ANALYSIS	70402	290895	
						18,971.51
COBRA FIRE PROTECTION	0060-801-4211-38400	561.13	FIRE EXTINGUISHERS MAINTENANCE	70016	290896	
						561.13
STEVEN CODAY	0160-801-3101-39400	149.10	POLICE TRAINING		290897	
						149.10

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
COME LAND MAINTENANCE COMPANY	0010-801-6502-38100	532.81	JANITORIAL SERVICE		290898	
	0010-801-6502-38250	117.19	JANITORIAL SERVICE		290898	
	0010-801-6502-38250	648.50	JANITORIAL SERVICE	70226	290898	
	0092-801-4222-38250	49.00	JANITORIAL SERVICE	70411	290898	
	0092-801-4220-38250	23.00	JANITORIAL SERVICE	70411	290898	
	0010-801-3114-38250	132.00	JANITORIAL SERVICE	70411	290898	
	0010-801-4210-38250	257.00	JANITORIAL SERVICE	70411	290898	
	0010-801-3113-38250	1,958.33	JANITORIAL SERVICE	70205	290898	
	0109-801-6511-38250	800.00	JANITORIAL SERVICE	70285	290898	
	0010-801-6505-38250	371.00	JANITORIAL SERVICE	70285	290898	
	0178-801-6505-38250	390.00	JANITORIAL SERVICE	70285	290898	
	0010-801-6505-38250	2,629.00	JANITORIAL SERVICE	70285	290898	
	0178-801-6502-38250	1,194.50	JANITORIAL SERVICE	70229	290898	
	0178-801-6502-38250	373.00	JANITORIAL SERVICE	70296	290898	
	0010-801-4210-38250	625.00	JANITORIAL SERVICE	70395	290898	
	0010-801-3114-38250	280.00	JANITORIAL SERVICE	70395	290898	
	0092-801-4220-38250	100.00	JANITORIAL SERVICE	70395	290898	
	0092-801-4222-38250	80.00	JANITORIAL SERVICE	70395	290898	
	0010-801-4210-38250	1,661.00	JANITORIAL SERVICE	70425	290898	
	0010-801-3114-38250	755.00	JANITORIAL SERVICE	70425	290898	
	0092-801-4220-38250	279.00	JANITORIAL SERVICE	70425	290898	
	0092-801-4222-38250	132.00	JANITORIAL SERVICE	70425	290898	
	0010-801-4210-38250	2,450.00	JANITORIAL SERVICE	70101	290898	
	0010-801-3114-38250	650.00	JANITORIAL SERVICE	70101	290898	
	0092-801-4220-38250	150.00	JANITORIAL SERVICE	70101	290898	
	0092-801-4222-38250	150.00	JANITORIAL SERVICE	70101	290898	
	0010-801-6517-38250	75.00	JANITORIAL SERVICE	70287	290898	
						16,862.33
COMMUNICATIONS CENTER (DBA)	0010-801-3102-38400	304.27	POLICE EQUIPMENT CERTIFICATION		290899	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						304.27
COMPLETE LANDSCAPE CARE, INC.	0075-450-0075-08895	294.00	IRRIGATION SERVICE (TRUST)	70361	290900	
	0075-450-0075-08870	675.00	PLANT SERVICE (TRUST)		290900	
						969.00
COUNTY OF LOS ANGELES	0110-801-5001-89340	12,000.00	SIDEWALK PROJECT	70427	290902	
						12,000.00
	0010-801-3111-31950	143.78	ANIMAL CONTROL SERVICES	70370	290901	
						143.78
CROWN GRAPHICS (DBA)	0060-801-4211-38450	126.92	FLEET DECAL UNIT 996	70017	290903	
						126.92
D & R OFFICE WORKS INC	0010-801-3210-24200	83.95	FIRE FURNITURE		290904	
						83.95
DAILY JOURNAL CORPORATION	0010-801-1301-34050	201.60	LEGAL NOTICE	70069	290905	
	0010-801-5002-96043	226.80	LEGAL NOTICE		290905	
						428.40
DATA WEST CORPORATION	0092-801-4223-38400	280.00	SYSTEM SUPPORT	70259	290906	
						280.00
DEPARTMENT OF JUSTICE	0010-801-1801-39550	96.00	FINGERPRINT PROCESSING		290907	
	0010-701-0010-03710	1,895.00	FINGERPRINT PROCESSING		290907	
	0010-801-1801-39550	64.00	FINGERPRINT PROCESSING		290907	
						2,055.00
EDWARD DOMINGUEZ	0132-801-3101-33300	59.10	POLICE TRAINING		290908	
						59.10
DUKE'S LANDSCAPING INC.	0022-801-4202-31950	349.00	GARDENING SERVICES		290909	
						349.00
EAGLE TOURS	0109-801-1202-31950	650.00	CHARTER SERVICE-12/10/12		290910	
						650.00
EMPIRE CLEANING SUPPLY	0010-801-3210-22150	330.22	JANITORIAL SUPPLIES	70194	290911	

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EMPIRE CLEANING SUPPLY	0010-801-3113-22600	654.76	JANITORIAL SUPPLIES		290911	
	0010-801-6502-22150	559.10	JANITORIAL SUPPLIES-CREDIT		290911	
	0010-801-4210-22150	519.82	JANITORIAL SUPPLIES	70104	290911	
	0010-801-6517-22150	948.43	JANITORIAL SUPPLIES	70249	290911	
	0010-801-6001-22150	422.28	JANITORIAL SUPPLIES		290911	
						2,316.41
ENVIRONMENTAL SOLUTIONS (DBA)	0060-801-4211-38410	1,091.42	FLEET PARTS	70033	290912	
	0060-801-4211-38410	147.89	FLEET PARTS	70033	290912	
						1,239.31
FEDERAL EXPRESS CORP.	0010-801-1801-32200	23.37	DELIVERY SERVICE		290913	
						23.37
FEDERAL SIGNAL CORPORATION -EMERG.	0160-850-4211-54050	830.94	FLEET PARTS		290914	
						830.94
FENSCO SERVICES INC	0010-801-6517-22100	1,348.00	FENCE REPAIR		290915	
	0010-801-6517-23050	579.00	FENCE REPAIR	70282	290915	
						1,927.00
FILEKEEPERS, LLC	0010-801-1802-31950	189.76	STORAGE SERVICE		290916	
						189.76
LILIANA FLORES	0132-801-3101-33300	50.08	POLICE TRAINING		290917	
						50.08
FOUR SEASONS CONSTRUCTION	0880-701-0880-05451	207.65	REPAIR 325 E.POMONA		290918	
	0152-701-0152-05451	141.35	REPAIR 325 E.POMONA		290918	
	0880-701-0880-05451	336.18	REPAIR 325 E.POMONA		290918	
	0152-701-0152-05451	228.82	REPAIR 325 E.POMONA		290918	
						914.00
GALLADE CHEMICAL, INC.	0092-801-4222-23300	452.94	WATER CHEMICAL	70368	290919	
						452.94
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		290920	
	0010-801-3113-22600	24.00	PHYSICAL		290920	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						48.00
GARVEY EQUIPMENT COMPANY	0010-801-6517-23050	18.69	PARKS SUPPLIES	70250	290921	
	0010-801-6517-23050	65.09	PARKS SUPPLIES	70250	290921	83.78
EVENLY ISIAHA GOMEZ	0010-701-0010-07430	3.91	REFUND BOOK		290922	3.91
GOUDY HONDA	0060-801-4211-23500	60.47	FLEET PARTS-UNIT 961	70021	290923	60.47
GOVCONNECTION INC	0010-801-3120-39700	320.46	PRINTER		290924	
	0063-850-5002-99055	26.92	NETWORK EQUIPMENT		290924	
	0010-850-1404-22750	434.22	PRINTER SUPPLIES		290924	781.60
GOVERNMENT OUTREACH	0043-850-1404-38400	2,250.00	SOFTWARE SETUP	70448	290925	2,250.00
GRAFFITI TRACKER INC	0010-801-4202-23950	1,300.00	GRAFFITI TRACKING SERVICES		290926	1,300.00
GRAINGER	0092-801-4222-23400	259.98	WATER SUPPLIES	70129	290927	
	0092-801-4222-23400	287.61	WATER SUPPLIES	70129	290927	
	0092-801-4222-23400	227.58	WATER SUPPLIES-CREDIT	70129	290927	
	0092-801-4222-23400	54.57	WATER SUPPLIES	70129	290927	
	0092-801-4222-23400	158.07	WATER SUPPLIES	70129	290927	532.65
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-38400	50.00	FLEET REPAIR UNIT 992	70022	290928	50.00
JIE GUO	0159-801-6507-31910	360.00	INSTRUCTOR-RECREATION CLASS		290929	360.00
HACH COMPANY (AKA ELE	0092-801-4222-23300	641.57	WATER ANALYSIS SUPPLIES	70130	290930	
	0092-801-4222-23300	310.70	WATER ANALYSIS SUPPLIES	70130	290930	
	0093-801-4227-23300	510.80	WATER ANALYSIS SUPPLIES	70130	290930	

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						1,463.07
HANSON AGGREGATES	0110-801-4202-23600	533.29	STREET SUPPLIES	70090	290931	533.29
HAROLD'S KEY SHOP, INC.	0092-801-4210-23050	215.45	KEY/LOCK SERVICES		290932	
	0042-801-4204-22100	21.00	KEY/LOCK SERVICES	70105	290932	236.45
HARRINGTON INDUSTRIAL PLASTICS	0092-801-4222-23700	129.08	PLUMBING SUPPLIES	70137	290933	129.08
HIGA'S AUTOMATIC TRANSMISSION	0060-801-4211-38400	2,192.96	FLEET REPAIR UNIT 015		290934	2,192.96
HOGLE-IRELAND INC	0010-450-1701-02530	806.25	HOUSING ELEMENT	70245	290935	
	0010-450-1701-02530	4,379.75	HOUSING ELEMENT	70245	290935	5,186.00
HOME DEPOT CREDIT SERVICES	0010-801-3210-38400	43.10	HARDWARE SUPPLIES	70176	290936	
	0092-801-4210-23050	97.32	HARDWARE SUPPLIES	70085	290936	
	0075-450-0075-08870	1,298.48	DOWNTOWN POINSETTIA (TRUST)		290936	
	0042-801-4204-22750	205.98	HARDWARE SUPPLIES	70085	290936	
	0042-801-4204-23700	142.37	HARDWARE SUPPLIES	70085	290936	
	0042-801-4204-22750	270.79	HARDWARE SUPPLIES	70085	290936	
	0010-801-6517-23050	128.06	HARDWARE SUPPLIES	70251	290936	2,186.10
HORIBA JOBIN YVON, INC	0010-801-3103-22750	223.68	POLICE SUPPLIES		290937	223.68
INDUSTRIAL PIPE & STEEL	0060-801-4211-23500	35.70	FLEET SUPPLIES	70026	290938	
	0092-801-4222-23400	81.58	WATER SUPPLIES		290938	117.28
INTER VALLEY POOL SUPPLY	0010-801-6503-23050	479.95	POOL CHEMICAL	70315	290939	
	0010-801-6503-23050	405.09	POOL CHEMICAL	70315	290939	
	0010-801-6503-23050	473.97	POOL CHEMICAL	70315	290939	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,359.01
INTERSTATE BATTERY SYSTEMS OF	0060-801-4211-23500	93.42	FLEET BATTERIES		290940	
	0092-801-4210-23050	91.13	WATER BATTERIES		290940	
						184.55
IRON MOUNTAIN OFF-SITE DATA	0010-801-1403-31700	270.28	COMPUTER TAPE STORAGE	70003	290941	
						270.28
MARK ISHIDA	0159-801-6507-31920	200.25	INSTRUCTOR-RECREATION CLASS		290942	
						200.25
J P MORGAN CHASE BANK, N.A.	0010-801-3104-39100	59.29	POLICE SEARCH WARRANT		290943	
						59.29
JDS TANK TESTING AND REPAIR INC	0060-801-4211-31950	280.00	DESIGNATED OPERATOR FEE	70027	290944	
	0060-801-4211-31950	235.00	DESIGNATED OPERATOR FEE	70027	290944	
						515.00
JHM SUPPLY INC	0010-801-6517-23300	17.86	IRRIGATION SUPPLIES	70252	290945	
	0010-801-6517-23300	42.83	IRRIGATION SUPPLIES	70252	290945	
	0010-801-6517-23300	423.80	IRRIGATION SUPPLIES	70252	290945	
						484.49
JOHN L. HUNTER & ASSOC., INC.	0043-801-4203-31950	1,438.25	NPDES SERVICES	70332	290946	
	0043-801-4203-31950	1,054.25	NPDES SERVICES		290946	
	0184-801-4208-31950	973.75	USED OIL PROGRAM	70331	290946	
						3,466.25
KOPPL PIPELINE SERVICES, INC.	0092-801-4222-38400	650.00	WATER TANK SUPPLIES		290947	
	0092-801-4222-38400	1,300.00	WATER TANK SUPPLIES		290947	
	0092-801-4222-38400	1,020.00	WATER TANK SUPPLIES	70150	290947	
	0092-801-4222-38400	280.00	WATER TANK SUPPLIES		290947	
						3,250.00
LANDMARK AUDIOBOOKS (DBA)	0131-801-6006-40000	70.16	CD (4)		290948	
						70.16
LANGUAGE LINE SERVICES	0010-801-3112-32050	15.04	TRANSLATION SERVICES		290949	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						15.04
LANGUAGE NETWORK, INC.	0010-801-1301-31750	315.00	TRANSLATION SERVICES		290950	315.00
DAVID T. LAU	0010-801-1101-39400	133.20	LCC CONFERENCE		290951	
	0010-801-1101-39400	133.20	ICSC CONFERENCE		290951	266.40
LAWN MOWER CORNER/KNG POWER EQUIPMENT	0060-801-4211-38400	119.17	FLEET SUPPLIES	70029	290952	
	0060-801-4211-23500	85.91	FLEET SUPPLIES	70029	290952	
	0010-801-6517-24100	412.17	PARKS SUPPLIES		290952	
	0176-801-6516-38500	71.75	PARKS SUPPLIES	70279	290952	
	0176-801-6516-23050	50.03	PARKS SUPPLIES		290952	
	0176-801-6516-38500	264.21	PARKS SUPPLIES		290952	1,003.24
LEXISNEXIS RISK & INFORMATION ANALYSIS	0010-801-3104-39100	350.00	POLICE DATABASE SERVICE		290953	350.00
LIEBERT CASSIDY WHITMORE	0010-801-1801-39400	455.00	GROUP TRAINING		290954	455.00
LIFE SAFETY CONSULTING & ENGINEERING	0010-701-0010-06330	1,087.50	FIRE PLAN CHECK	70182	290955	1,087.50
LIFE-ASSIST INC	0010-801-3220-24200	277.86	FIRE MEDICAL SUPPLIES	70197	290956	
	0010-801-3220-24200	464.41	FIRE MEDICAL SUPPLIES	70197	290956	
	0010-801-3220-24200	617.37	FIRE MEDICAL SUPPLIES	70197	290956	1,359.64
LOGAN SUPPLY CO., INC.	0092-801-4221-24100	122.29	WATER SUPPLIES	70120	290957	122.29
LONG BEACH BMW MOTORCYCLES (DBA)	0060-801-4211-23500	34.38	FLEET PARTS UNIT 002	70030	290958	34.38
LOOMIS ARMORED US, INC.	0010-701-0010-03700	508.28	ARMORED CARRIER SERVICE		290959	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						508.28
LOS ANGELES COUNTY DEPT. OF	0010-801-4206-41100	526.96	TRAFFIC SIGNAL MAINTENANCE	70320	290960	526.96
LOS ANGELES COUNTY POLICE	0010-801-3101-39300	500.00	POLICE MEMBERSHIP		290961	500.00
LOS ANGELES COUNTY REGISTRAR	0010-801-1301-31750	560.00	CITY CLERK ACCESS CARDS		290962	560.00
LOS ANGELES COUNTY SHERIFF'S DEPART	0010-801-3113-22600	684.10	PRISONER MEALS	70207	290963	684.10
LOS ANGELES TIMES	0010-801-3113-22600	50.69	SUBSCRIPTION		290964	50.69
LYNN PEAVEY COMPANY	0010-801-3103-22750	198.90	POLICE SUPPLIES		290965	198.90
M & C WELDING	0060-801-4211-23500	646.13	FLEET REPAIR UNIT 060	70031	290966	646.13
MANAGED HEALTH NETWORK INC	0010-801-1801-31950	840.84	EAP PREMIUM		290967	840.84
MARILYNN'S UNLIMITED PRINTING	0010-801-1301-31750	281.88	ELECTION OUTREACH SUPPLIES		290968	281.88
MARIPOSA LANDSCAPES, INC	0092-801-4222-38500	404.85	LANDSCAPING MAINTENANCE		290969	404.85
MATT CHLOR INC.	0092-801-4222-23300	32.78	WATER CHEMICAL SUPPLIES	70154	290970	32.78
MCCALLS METER SALES & SERVICE	0093-801-4229-23300	3,484.63	WATER PARTS	70440	290971	3,484.63
MCMaster-CARR SUPPLY CO.	0092-801-4222-38400	40.91	WATER SUPPLIES	70122	290972	
	0092-801-4222-38400	49.66	WATER SUPPLIES	70122	290972	
	0092-801-4222-23700	112.97	WATER SUPPLIES	70122	290972	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23700	86.72	WATER SUPPLIES	70122	290972	
	0092-801-4222-23700	132.76	WATER SUPPLIES	70122	290972	
	0092-801-4222-23400	36.99	WATER SUPPLIES	70122	290972	
	0092-801-4222-23400	104.61	WATER SUPPLIES	70122	290972	
	0092-801-4222-23400	61.80	WATER SUPPLIES	70122	290972	
	0092-801-4222-24100	53.55	WATER SUPPLIES	70122	290972	679.97
MICHAEL MEILANDER	0010-701-0010-06350	2,492.00	REFUND FIREMAN STANDBY FEE		290973	2,492.00
METRON-FARNIER, LLC	0092-801-4224-81070	2,148.55	WATER METERS	70384	290974	2,148.55
MIDORI LANDSCAPE INC	0344-801-5002-99290	2,790.00	LANDSCAPING MAINTENANCE	70274	290975	2,790.00
MIDWEST TAPE	0010-801-6002-40000	33.99	DVD(S) 1		290976	33.99
MISSION SUPER HARDWARE	0060-801-4211-23500	8.40	HARDWARE SUPPLIES	70035	290977	
	0092-801-4222-38400	15.79	HARDWARE SUPPLIES		290977	
	0010-801-6517-23050	65.76	HARDWARE SUPPLIES	70253	290977	
	0010-801-6517-23050	90.26	HARDWARE SUPPLIES	70253	290977	180.21
MOBILE MINI LLC	0075-450-0075-08915	117.49	FARMERS MKT STORAGE (TRUST)		290978	117.49
MONTEREY PARK OPTOMETRY	0010-701-0010-02010	78.75	REFUND BUSINESS LICENSE FEE		290979	78.75
MR. ROOTER PLUMBING (DBA)	0010-801-6001-38100	380.00	PLUMBING SERVICES		290980	380.00
MV TRANSPORTATION, INC	0166-801-4201-31960	55,320.13	SPIRIT BUS OPERATIONS	70325	290981	
	0109-701-0109-07680	3,284.00-	SPIRIT BUS FARE		290981	52,036.13

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
NAPA AUTO PARTS	0060-801-4211-23500	17.39	FLEET PARTS		290982	17.39
NATIONAL FIRE SPRINKLER	0010-801-3205-39350	85.00	FIRE PREVENTION MEMBERSHIP		290983	85.00
NAVARRO'S TOWING	0160-850-4211-54050	75.00	TOWING SERVICES UNIT 046		290984	300.00
	0160-850-4211-54050	75.00	TOWING SERVICES UNIT 029		290984	
	0160-850-4211-54050	75.00	TOWING SERVICES UNIT 010		290984	
	0160-850-4211-54050	75.00	TOWING SERVICES UNIT 045		290984	
NEC BUSINESS NETWORK SOLUTIONS	0010-801-3112-38400	1,606.00	PHONE LINE SERVICE	70308	290985	1,606.00
NEW CENTURY BMW MOTORCYCLES	0060-801-4211-38400	559.49	FLEET PARTS UNIT 047	70040	290986	559.49
LEE O NORRIS	0010-801-3103-22310	372.19	POLICE UNIFORM		290987	372.19
O'REILLY AUTO PARTS	0010-801-3210-38400	27.18	FIRE PARTS		290988	27.18
WILLIAM O'SHEA	0132-801-3101-33300	44.50	POLICE STC TRAINING		290989	44.50
OCE FINANCIAL SERVICES INC.	0010-801-3210-37500	1,850.85	COPY MACHINE RENTAL	70184	290990	
	0010-801-3210-38400	9.27	COPY MACHINE RENTAL		290990	
	0010-801-3210-38400	56.80	COPY MACHINE RENTAL		290990	
	0092-801-4220-37500	439.79	COPY MACHINE RENTAL	70242	290990	
	0010-801-1403-37500	751.63	COPY MACHINE RENTAL		290990	
	0092-801-1201-37500	751.63	COPY MACHINE RENTAL		290990	
	0010-801-1301-37500	1,554.04	COPY MACHINE RENTAL	70067	290990	
	0060-801-4211-38400	156.66	COPY MACHINE RENTAL	70240	290990	
	0010-801-3114-37500	1,862.34	COPY MACHINE RENTAL	70212	290990	
	0010-801-1408-39250	165.84	COPY MACHINE RENTAL	70269	290990	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OCE FINANCIAL SERVICES INC.	0010-801-1801-39250	165.85	COPY MACHINE RENTAL	70269	290990	
	0010-801-6502-39250	165.85	COPY MACHINE RENTAL	70269	290990	7,930.55
OCLC, INC	0010-801-6003-31700	991.00	LIBRARY CATALOGING SERVICE		290991	991.00
OFFICE DEPOT INC.	0043-801-4212-21250	90.99	OFFICE SUPPLIES	70330	290992	
	0043-801-4212-21250	61.95	OFFICE SUPPLIES	70330	290992	
	0010-801-1701-21350	9.84	OFFICE SUPPLIES		290992	
	0010-801-1703-21350	19.61	OFFICE SUPPLIES		290992	
	0010-801-1703-22750	302.69	OFFICE SUPPLIES		290992	
	0010-801-1701-21350	9.84	OFFICE SUPPLIES		290992	
	0010-801-3114-21350	238.90	OFFICE SUPPLIES	70214	290992	
	0010-801-3114-21350	402.27	OFFICE SUPPLIES	70214	290992	
	0010-801-3114-21350	22.58	OFFICE SUPPLIES	70214	290992	
	0010-801-3113-21200	107.66	OFFICE SUPPLIES		290992	
	0010-801-3103-22750	215.33	OFFICE SUPPLIES		290992	
	0010-801-3103-22750	350.23	OFFICE SUPPLIES		290992	
	0010-801-3114-21350	446.97	OFFICE SUPPLIES	70214	290992	
	0010-801-3114-21350	98.83	OFFICE SUPPLIES	70214	290992	
	0010-801-6001-21350	167.68	OFFICE SUPPLIES		290992	
	0010-801-6001-21350	68.61	OFFICE SUPPLIES		290992	
	0010-801-6001-21350	22.51	OFFICE SUPPLIES		290992	
	0010-801-6001-21350	50.00	OFFICE SUPPLIES		290992	
	0010-801-6001-21350	52.71	OFFICE SUPPLIES		290992	
	0010-801-6001-21350	17.29	OFFICE SUPPLIES		290992	
	0043-801-4208-22750	9.34	OFFICE SUPPLIES	70076	290992	
	0043-801-4208-22750	62.68	OFFICE SUPPLIES		290992	
	0010-801-4209-21350	45.33	OFFICE SUPPLIES		290992	
	0010-801-4210-22150	6.00	OFFICE SUPPLIES		290992	

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OFFICE DEPOT INC.	0010-801-4209-21350	146.12	OFFICE SUPPLIES		290992	
	0010-801-6502-21350	12.45	OFFICE SUPPLIES	70247	290992	
	0010-801-6502-21350	11.32	OFFICE SUPPLIES	70247	290992	
	0010-801-6502-21350	9.05-	OFFICE SUPPLIES-CREDIT	70247	290992	
	0010-801-6502-21350	9.05-	OFFICE SUPPLIES-CREDIT	70247	290992	
	0010-801-6502-21350	347.98	OFFICE SUPPLIES	70247	290992	
	0010-801-6502-21350	183.30	OFFICE SUPPLIES	70247	290992	
						3,562.91
OFFICE SOLUTIONS	0010-801-1403-21250	143.22	OFFICE SUPPLIES	70002	290993	
	0010-801-1301-21300	66.05	OFFICE SUPPLIES		290993	
	0010-801-1301-31750	56.90	OFFICE SUPPLIES		290993	
	0010-801-1301-21250	15.55	OFFICE SUPPLIES		290993	
	0010-801-1301-31750	66.43	OFFICE SUPPLIES		290993	
						348.15
ON TRAC	0010-801-1701-32200	6.41	COURIER SERVICES		290994	
						6.41
PARAMOUNT PAINTING INC (DBA)	0092-801-4224-81860	6,550.00	PAINTING DELTA PLANT		290995	
						6,550.00
PARKHOUSE TIRE, INC.	0060-801-4211-23500	336.82	FLEET TIRES	70044	290996	
						336.82
PITNEY BOWES CREDIT CORP.	0010-801-1408-37200	266.00	MAIL MACHINES RENTAL		290997	
	0092-801-1408-37200	1,324.58	MAIL MACHINES RENTAL	70262	290997	
						1,590.58
PROGRESS PRINTERS	0010-801-3102-39250	870.00	PARKING ENVELOPES		290998	
						870.00
PROMINENT SYSTEMS, INC	0093-801-4227-23300	24,984.75	WELL#12 TURNKEY SERVICE	70431	290999	
						24,984.75
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22150	26.64	FLEET SHOP RAGS	70047	291000	
	0010-801-3210-22150	18.64	FLEET SHOP RAGS	70047	291000	

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PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22150	26.64	FLEET SHOP RAGS	70047	291000	
	0010-801-3210-22150	18.64	FLEET SHOP RAGS	70047	291000	
	0060-801-4211-22300	30.07	FLEET UNIFORMS	70047	291000	
	0060-801-4211-22300	26.07	FLEET UNIFORMS	70047	291000	
	0060-801-4211-22300	26.07	FLEET UNIFORMS	70047	291000	
	0060-801-4211-22150	26.64	FLEET SHOP RAGS	70047	291000	
	0010-801-3210-22150	18.64	FLEET SHOP RAGS	70047	291000	
						218.05
R C FOSTER CORPORATION	0093-801-4227-23300	2,004.58	WATER GAUGES REPAIR	70139	291001	
	0093-801-4227-23300	333.26	WATER GAUGES REPAIR		291001	
	0093-801-4227-23300	11,064.16	WATER GAUGES REPAIR	70449	291001	
						13,402.00
R S D REFRIGERATION	0092-801-4210-23050	34.51	AIR CONDITIONING PARTS	70111	291002	
						34.51
R. M. BODY SHOP	0060-801-4211-38450	3,794.54	FLEET REPAIR UNIT 996	70048	291003	
	0060-801-4211-38450	1,056.00	FLEET REPAIR UNIT 942	70048	291003	
						4,850.54
RAINBOW BOOK CO	0131-801-6006-40000	818.20	BOOKS (45)		291004	
						818.20
MARGARET RAMIREZ	0010-801-1301-31950	25.00	COUNCIL PRESENTATION PICTURES		291005	
						25.00
RED WING SHOE STORES	0092-801-4222-22300	203.35	SAFETY BOOTS-J.GREEN	70155	291006	
	0092-801-4222-22300	230.00	SAFETY BOOTS-R.SHEARER	70155	291006	
	0092-801-4221-22300	134.85	SAFETY BOOTS-D.VERA	70155	291006	
	0092-801-4221-22300	134.85	SAFETY BOOTS-G.NORIEGA	70155	291006	
	0010-801-6517-22300	212.05	SAFETY BOOTS-M.CONTRERAS	70281	291006	
	0010-801-4209-22300	180.53-	SAFETY BOOTS-T.MAYA	70087	291006	
	0010-801-4209-22300	230.00	SAFETY BOOTS-S.SHERMAN	70087	291006	
	0010-801-4209-22300	200.10	SAFETY BOOTS-E.TORRECILLAS	70087	291006	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
RED WING SHOE STORES	0010-801-4209-22300	230.00	SAFETY BOOTS-M.MENCHACA	70087	291006	
	0010-801-4209-22300	230.00	SAFETY BOOTS-B.FALLON	70087	291006	
	0010-801-4209-22300	184.88	SAFETY BOOTS-P.CONTOVASILLIS	70087	291006	
	0010-801-4209-22300	229.45	SAFETY BOOTS-J.LOCKWOOD	70087	291006	
						2,039.00
RI-TEC INDUSTRIAL PRODUCTS	0010-801-6517-22100	354.00	PARKS SUPPLIES		291007	
	0010-801-6517-22100	165.00	PARKS SUPPLIES		291007	
						519.00
ROCHESTER MIDLAND	0010-801-4210-38100	716.19	JANITORIAL SUPPLIES	70113	291008	
						716.19
ROSEMEAD OIL PRODUCTS, INC.	0060-801-4211-22250	598.16	MOTOR OIL	70049	291009	
						598.16
ARTHUR ROUSSEAU	0136-801-3101-33250	51.66	POLICE POST TRAINING		291010	
						51.66
S C FUELS (DBA)	0060-801-4211-22250	12,479.08	FUEL 12/12	70050	291011	
	0060-801-4211-22250	12,208.74	FUEL 12/12	70050	291011	
						24,687.82
SAN GABRIEL VALLEY WATER CO.	0092-801-4222-22900	106.88	WATER SERVICE		291012	
						106.88
SHRED-IT LOS ANGELES	0010-801-3114-38400	180.72	SHREDDING SERVICES		291013	
	0010-801-3114-38400	120.48	SHREDDING SERVICES		291013	
						301.20
SNAP-ON INDUSTRIAL, A DIVISION OF 1	0060-801-4211-38400	168.03	FLEET TOOLS	70051	291014	
	0060-801-4211-38400	2,169.56	FLEET TOOLS	70051	291014	
	0060-801-4211-38400	475.76	FLEET TOOLS	70051	291014	
	0060-801-4211-38400	264.13	FLEET TOOLS	70051	291014	
						3,077.48
SO CALIF PUBLIC MGMT ASSOC	0010-801-1801-39300	75.00	HR MEMBERSHIP		291015	
						75.00

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SOUTHERN CALIFORNIA TRAINING	0010-801-3210-39300	50.00	FIRE MEMBERSHIP		291016	50.00
STETSON ENGINEERS, INC,	0092-801-4222-31950	1,461.70	NPDES PERMIT APPLICATION SVC.	70134	291017	1,461.70
SULLY MILLER CONSTRUCTION	0356-801-5003-91916	42,436.50	STREET RESURFACE	70390	291018	42,436.50
SUPREME TROPHIES & GIFTS CO.	0010-801-1701-21350	10.88	NAMEPLATE		291019	10.88
THE CHRYSALIS CENTER	0077-801-1111-31950	4,725.00	BID MAINTENANCE	70313	291020	4,725.00
TOM'S CLOTHING & UNIFORMS INC	0010-801-3210-22310	87.00	UNIFORMS-C.THOMPSON	70185	291021	
	0010-801-3210-22310	87.00	UNIFORMS-K.TEMPLEMAN	70185	291021	
	0010-801-3112-22310	205.54	UNIFORMS-V.HERRERA	70218	291021	
	0010-801-3112-22310	99.00	UNIFORMS-J.REZA	70218	291021	
	0010-801-3102-22310	16.64	UNIFORMS-R.BARRERA	70218	291021	
	0010-801-3102-22310	35.24	UNIFORMS-J.SILVERMAN	70218	291021	
	0010-801-3101-22310	184.01	UNIFORMS-J.SMITH	70218	291021	
	0010-801-3101-22310	83.19	UNIFORMS-V.TSUDA	70218	291021	
	0010-801-3103-22310	129.19	UNIFORMS-G.CRUIZ	70218	291021	
	0010-801-3103-22310	264.99	UNIFORMS-R.ESPARZA	70218	291021	
	0010-801-3103-22310	10.77	UNIFORMS-W.LEON	70218	291021	
	0010-801-3103-22310	268.69	UNIFORMS-D.SALAZAR	70218	291021	
	0010-801-3103-22310	600.00	UNIFORMS-R.SALINAS	70218	291021	
	0010-801-3103-22310	23.45	UNIFORMS-I.SANCHEZ	70218	291021	
	0010-801-3103-22310	21.53	UNIFORMS-I.SANCHEZ	70218	291021	
	0010-801-3103-22310	19.58	UNIFORMS-J.TAFLINGER	70218	291021	
	0010-801-4209-22310	19.03	UNIFORMS-M.AGUILAR	70088	291021	2,154.85
UC REGENTS	0010-801-3220-39400	2,560.42	FIRE CONTINUE EDUCATION	70189	291022	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,560.42
UNDERGROUND SERVICE ALERT	0092-801-4223-39300	109.50	UNDERGROUND UTILITY SERVICES		291023	109.50
UNIVAR USA INC (CORP. HEADQUARTERS)	0093-801-4227-23300	325.24	WATER CHEMICAL	70439	291024	
	0093-801-4227-23300	7,094.88	WATER CHEMICAL	70439	291024	7,420.12
UNIVERSAL STUDIOS HOLLYWOOD	0010-701-0010-07150	2,104.00	REFUND OVER PAYMENT		291025	2,104.00
USA MOBILITY WIRELESS, INC	0010-801-3112-32050	119.93	PAGING SERVICES	70264	291026	
	0092-801-4220-32050	4.74	PAGING SERVICES	70264	291026	124.67
VETERINARY HEALTHCARE CENTER	0010-801-3111-31550	25.00	K9 SUPPLIES & SERVICE		291027	25.00
VISION INTERNET PROVIDERS INC	0010-801-6509-31950	600.00	WEBSITE MAINTENANCE		291028	600.00
VMI, INC	0075-450-0075-08640	1,069.63	MPK-TV SYSTEM UPDATE (TRUST)	70413	291029	
	0075-450-0075-08640	195.22	MPK-TV SYSTEM UPDATE (TRUST)	70413	291029	
	0075-450-0075-08640	429.62	MPK-TV SYSTEM UPDATE (TRUST)	70413	291029	
	0075-450-0075-08640	250.02	MPK-TV SYSTEM UPDATE (TRUST)	70413	291029	
	0075-450-0075-08640	29,091.71	MPK-TV SYSTEM UPDATE (TRUST)	70413	291029	
	0075-450-0075-08640	27,935.27	MPK-TV SYSTEM UPDATE (TRUST)	70413	291029	
	0075-450-0075-08640	108.75	MPK-TV SYSTEM UPDATE (TRUST)	70413	291029	59,080.22
VULCAN MATERIAL CO	0110-801-4202-23600	675.67	ASPHALT	70094	291030	675.67
TONY WANG	0010-701-0010-07150	124.00	REFUND DAY CARE		291031	124.00
XIAODONG WANG	0159-801-6507-31920	210.00	INSTRUCTOR RECREATION CLASS		291032	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						210.00
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	10.18	FLEET PARTS	70054	291033	
	0060-801-4211-23500	161.82	FLEET PARTS	70054	291033	
	0060-801-4211-23500	8.91	FLEET PARTS	70054	291033	
	0060-801-4211-23500	37.94	FLEET PARTS UNIT 981	70054	291033	
	0060-801-4211-23500	8.91	FLEET PARTS	70054	291033	
	0060-801-4211-23500	3.43	FLEET PARTS	70054	291033	
	0060-801-4211-23500	86.52	FLEET PARTS UNIT 842	70054	291033	
	0060-801-4211-23500	87.83	FLEET PARTS	70054	291033	
	0060-801-4211-23500	44.89	FLEET PARTS	70054	291033	
	0060-801-4211-23500	13.05-	FLEET PARTS-CREDIT	70054	291033	
	0060-801-4211-23500	67.34	FLEET PARTS	70054	291033	
	0060-801-4211-23500	243.14	FLEET PARTS UNIT 026	70054	291033	
	0060-801-4211-23500	89.78	FLEET PARTS	70054	291033	
	0060-801-4211-23500	80.91	FLEET PARTS	70054	291033	
	0060-801-4211-23500	26.10-	FLEET PARTS-CREDIT	70054	291033	
	0060-801-4211-23500	13.05-	FLEET PARTS-CREDIT	70054	291033	
	0060-801-4211-23500	12.48-	FLEET PARTS-CREDIT	70054	291033	
						866.92
DONGMEI WEN	0010-701-0010-07430	17.88	REFUND BOOK		291034	
						17.88
WEST COAST LIGHTS & SIRENS	0160-850-4211-54050	3,740.99	POLICE-UPFITTING UNIT 045	70437	291035	
						3,740.99
WESTCO SERVICE COMPANY	0010-801-4210-38150	981.09	AIR CONDITIONING REPAIR	70116	291036	
	0010-801-4210-38150	223.50	AIR CONDITIONING REPAIR	70116	291036	
						1,204.59
WESTERN WATER WORKS SUPPLY CO.	0092-801-4221-23700	5,824.49	WATER SUPPLIES	70119	291037	
	0092-801-4223-23300	1,695.19	WATER SUPPLIES	70358	291037	
	0092-801-4223-23300	3,552.87	WATER SUPPLIES	70358	291037	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						11,072.55
WILLDAN ENGINEERING	0446-801-5004-96035	25,705.00	CONSULTANT SERVICES	70324	291038	25,705.00
WURTH USA INC	0060-801-4211-23500	159.36	FLEET SUPPLIES	70058	291039	159.36
XEROX CORPORATION	0010-801-6505-39250	227.50	COPIER RENTAL		291040	227.50
ZOLL MEDICAL CORPORATION	0010-801-3220-24200	330.33	FIRE MEDICAL SUPPLIES		291041	330.33
ZUMAR INDUSTRIES, INC.	0010-801-4206-23800	32.63	TRAFFIC SIGNS	70084	291042	32.63
TOTAL FOR PRINTED WARRANTS						484,983.71

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TOTAL FOR PREPAID WARRANTS	78,443.37
TOTAL FOR PRINTED WARRANTS	484,983.71
TOTAL WARRANTS	563,427.08
TOTAL VOID CHECKS	5
TOTAL PREPAID CHECKS	56
TOTAL CHECKS PRINTED	181
TOTAL CHECKS ISSUED	237

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FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	29,368.72	72,529.71	101,898.43
0022	STATE GAS TAX FUND	695.10	26,099.00	26,794.10
0042	SEWER FUND	0.00	640.14	640.14
0043	REFUSE FUND	701.32	4,967.46	5,668.78
0060	CITY SHOP FUND	1,620.31	41,905.42	43,525.73
0062	GENERAL LIABILITY FUND	0.00	2,702.84	2,702.84
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	26.92	26.92
0065	PAYROLL CLEARING ACCOUNT	9,320.18	0.00	9,320.18
0071	PUBLIC SAFETY IMPACT FEE FUND	352.15	0.00	352.15
0075	SPECIAL DEPOSITS FUND	3,749.91	62,318.19	66,068.10
0077	BUSINESS IMPROVEMENT AREA #1	0.00	4,725.00	4,725.00
0092	WATER FUND	3,608.90	42,775.54	46,384.44
0093	WATER TREATMENT FUND	0.00	72,815.12	72,815.12
0109	OPA PROPOSITION A	3,762.47	1,676.25-	2,086.22
0110	MEASURE R FUND	0.00	13,208.96	13,208.96
0131	LIBRARY TAX FUND	0.00	1,115.93	1,115.93
0132	STC STANDARDS/TRAINING/CORREC	0.00	195.93	195.93
0136	POST	1,551.48	51.66	1,603.14
0152	HOME HOUSING PROGRAM	8,900.62	370.17	9,270.79
0159	RECREATION FUND	150.00	770.25	920.25
0160	ASSET FORFEITURE	2,588.12	5,265.72	7,853.84
0163	CAL LIBRARY LITERACY SVC GRANT	163.54	275.58	439.12
0166	PROPOSITION C	0.00	57,343.66	57,343.66
0169	CDBG FUND	4,194.88	0.00	4,194.88
0176	MAINTENANCE DISTRICT 93-1	0.00	385.99	385.99
0178	PROP A - PER PARCEL GRANT	0.00	1,957.50	1,957.50
0184	USED OIL RECYCLING BLOCK GRANT	0.00	973.75	973.75
0344	MAINTENANCE GRANT (075)	0.00	4,090.00	4,090.00

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FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0349	ELAC INSTRUCTIONAL SERV PROG	38.01	464.19	502.20
0356	LACMTA FUNDS	0.00	42,436.50	42,436.50
0446	SGVCOG ENERGY AUDIT GRANT	0.00	25,705.00	25,705.00
0880	CITY/HOUSING SUCCESSOR AGENCY	7,677.66	543.83	8,221.49
	TOTAL	78,443.37	484,983.71	563,427.08

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
EMS PERSONNEL FUND	0010-801-3220-41100	400.00	PARAMEDIC LICENSES-RENEWAL		291043	400.00
KIMBERLY MARIE GRAHAM	0062-801-5101-35650	672.80	CLAIM EXPENSES REIMBURSEMENT		291044	672.80
NEXTEL COMMUNICATIONS	0010-801-1408-32050	193.91	11/12-12/11/12 WIRELESS DATA		291045	
	0010-801-1701-32050	21.10	11/12-12/11/12 WIRELESS DATA		291045	
	0010-801-1702-32050	124.60	11/12-12/11/12 WIRELESS DATA		291045	
	0010-801-1703-32050	34.58	11/12-12/11/12 WIRELESS DATA		291045	
	0010-801-1801-32050	53.60	11/12-12/11/12 WIRELESS DATA		291045	
	0010-801-3112-32050	2,268.52	11/12-12/11/12 WIRELESS DATA		291045	
	0010-801-3205-32050	71.25	11/12-12/11/12 WIRELESS DATA		291045	
	0010-801-4209-32050	430.54	11/12-12/11/12 WIRELESS DATA		291045	
	0010-801-4212-32050	359.51	11/12-12/11/12 WIRELESS DATA		291045	
	0010-801-6001-32050	106.20	11/12-12/11/12 WIRELESS DATA		291045	
	0010-801-6502-32050	166.96	11/12-12/11/12 WIRELESS DATA		291045	
	0010-801-6517-32050	200.26	11/12-12/11/12 WIRELESS DATA		291045	
	0060-801-4211-38400	16.59	11/12-12/11/12 WIRELESS DATA		291045	
	0092-801-4221-32050	95.85	11/12-12/11/12 WIRELESS DATA		291045	
	0092-801-4222-32050	173.07	11/12-12/11/12 WIRELESS DATA		291045	
	0092-801-4223-32050	218.26	11/12-12/11/12 WIRELESS DATA		291045	
	0109-801-6511-31180	168.60	11/12-12/11/12 WIRELESS DATA		291045	4,703.40
PAUL C. TELLEZ & MARICELA Z. TELLEZ	0062-801-5101-35650	237.41	CLAIM EXPENSES REIMBURSEMENT		291046	237.41
SAN GABRIEL VALLEY CITY	0010-801-1201-39300	30.00	CMO MEETING		291047	30.00
SAVANNAH TECH	0342-801-5003-91750	7,110.00	ELAC TRANSIT CENTER	70362	291048	
	0342-801-5003-91750	7,210.00	ELAC TRANSIT CENTER	70362	291048	
	0346-801-5003-91750	4,530.00	ELAC TRANSIT CENTER	70362	291048	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SAVANNAH TECH	0342-801-5003-91750	3,800.00	ELAC TRANSIT CENTER	70336	291048	22,650.00
TOTAL FOR PREPAID WARRANTS						28,693.61

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ALHAMBRA MUNICIPAL COURT	0010-701-0010-03620	10,328.70	CITATION PROCESSING		291049	10,328.70
CALACT (DBA)	0109-801-4201-31950	435.00	PUBLIC WORKS MEMBERSHIP		291050	435.00
JOHN CAVATAIO	0075-450-0075-08200	300.00	REFUND GRADING BOND (TRUST)		291051	300.00
CINTAS CORPORATION	0092-801-4221-22310	38.66	WATER UNIFORMS		291052	
	0092-801-4222-22310	61.76	WATER UNIFORMS		291052	
	0092-801-4223-22310	71.46	WATER UNIFORMS		291052	171.88
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	3,547.43	PARKING CITATIONS SERVICE		291053	3,547.43
DAPEER ROSENBLIT & LITVAK	0010-801-1702-31600	120.29	LEGAL FEES	70239	291054	120.29
FEDERAL EXPRESS CORP.	0010-801-1403-32200	23.27	DELIVERY SERVICE		291055	
	0043-801-1201-32200	23.27	DELIVERY SERVICE		291055	
	0010-801-1801-32200	71.62	DELIVERY SERVICE		291055	
	0010-801-1403-32200	113.55	DELIVERY SERVICE		291055	
	0043-801-1201-32200	23.27	DELIVERY SERVICE		291055	
	0010-801-4212-31500	38.82	DELIVERY SERVICE		291055	
	0010-801-4212-31500	64.13	DELIVERY SERVICE		291055	357.93
FS CONSTRUCTION	0176-801-5004-82520	7,638.14	MEDIAN IMPROVEMENTS	70447	291056	
	0176-801-5002-82520	4,361.86	MEDIAN IMPROVEMENTS	70447	291056	12,000.00
GALLADE CHEMICAL, INC.	0092-801-4222-23300	452.94	WATER CHEMICAL	70368	291057	452.94
GOVCONNECTION INC	0010-801-6517-21350	163.95	PRINTER SUPPLIES		291058	163.95

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GRAINGER	0092-801-4222-23400	227.58	WATER SUPPLIES	70129	291059	227.58
HIGA'S AUTOMATIC TRANSMISSION	0060-801-4211-38400	2,117.97	FLEET REPAIR UNIT 011		291060	2,117.97
HOUSING RIGHTS CENTER	0169-801-2201-41200	2,096.78	FAIR HOUSING	70403	291061	2,096.78
JOHN L. HUNTER & ASSOC., INC.	0184-801-4208-31950	870.00	USED OIL PROGRAM	70331	291062	870.00
KNIGHT COMMUNICATIONS INC	0010-801-1301-38400	401.75	SYSTEM MANAGEMENT SERVICE	70000	291063	
	0010-801-1404-38400	336.75	SYSTEM MANAGEMENT SERVICE	70000	291063	
	0043-801-1404-38400	333.33	SYSTEM MANAGEMENT SERVICE	70000	291063	
	0092-801-1404-38400	510.17	SYSTEM MANAGEMENT SERVICE	70000	291063	
	0010-801-1701-38400	333.33	SYSTEM MANAGEMENT SERVICE	70000	291063	
	0010-801-1702-38400	333.33	SYSTEM MANAGEMENT SERVICE	70000	291063	
	0010-801-1703-38400	333.33	SYSTEM MANAGEMENT SERVICE	70000	291063	
	0010-801-1801-38400	625.00	SYSTEM MANAGEMENT SERVICE	70000	291063	
	0010-801-3115-38400	1,083.33	SYSTEM MANAGEMENT SERVICE	70000	291063	
	0010-801-3201-38400	750.00	SYSTEM MANAGEMENT SERVICE	70000	291063	
	0022-801-4202-38400	375.00	SYSTEM MANAGEMENT SERVICE	70000	291063	
	0092-801-4210-38400	294.58	SYSTEM MANAGEMENT SERVICE	70000	291063	
	0060-801-4211-38400	1,666.67	SYSTEM MANAGEMENT SERVICE	70000	291063	
	0043-801-4212-38400	375.00	SYSTEM MANAGEMENT SERVICE	70000	291063	
	0092-801-4220-38400	1,500.00	SYSTEM MANAGEMENT SERVICE	70000	291063	
	0131-801-6001-38400	666.67	SYSTEM MANAGEMENT SERVICE	70000	291063	
	0010-801-6502-38400	916.67	SYSTEM MANAGEMENT SERVICE	70000	291063	
						10,834.91
KNOWLES-MCNIFF	0010-801-1404-31700	845.83	FINANCE SOFTWARE MAINTENANCE	70001	291064	
	0043-801-1404-31700	4,222.17	FINANCE SOFTWARE MAINTENANCE	70001	291064	
	0092-801-1404-31700	4,520.83	FINANCE SOFTWARE MAINTENANCE	70001	291064	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/16/2013

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNOWLES-MCNIFF	0010-801-3115-31700	716.67	FINANCE SOFTWARE MAINTENANCE	70001	291064	
	0010-801-3220-31700	250.00	FINANCE SOFTWARE MAINTENANCE	70001	291064	
	0092-801-4221-31700	1,184.17	FINANCE SOFTWARE MAINTENANCE	70001	291064	
	0093-801-4226-31700	253.75	FINANCE SOFTWARE MAINTENANCE	70001	291064	
	0093-801-4227-31700	296.08	FINANCE SOFTWARE MAINTENANCE	70001	291064	
	0093-801-4228-31700	253.75	FINANCE SOFTWARE MAINTENANCE	70001	291064	
	0093-801-4229-31700	236.83	FINANCE SOFTWARE MAINTENANCE	70001	291064	
	0093-801-4231-31700	304.50	FINANCE SOFTWARE MAINTENANCE	70001	291064	
	0093-801-4232-31700	253.75	FINANCE SOFTWARE MAINTENANCE	70001	291064	
	0010-801-6001-31700	961.67	FINANCE SOFTWARE MAINTENANCE	70001	291064	14,300.00
LEAD TECH ENVIRONMENTAL, INC.	0152-801-2206-38650	342.00	LEAD TESTING-2334 WOODS		291065	
	0152-801-2206-38650	342.00	LEAD TESTING-521 W.FLORAL		291065	684.00
LEAGUE OF CALIFORNIA CITIES	0010-801-1110-39300	5,533.00	MEMBERSHIP		291066	
	0043-801-1110-39300	3,000.00	MEMBERSHIP		291066	
	0092-801-1110-39300	8,000.00	MEMBERSHIP		291066	
	0166-801-1110-39300	1,543.00	MEMBERSHIP		291066	18,076.00
LIEBERT CASSIDY WHITMORE	0010-801-1601-31600	1,209.94	LEGAL-GENERAL		291067	
	0010-801-1601-31600	11,657.42	LEGAL-ORCHARD		291067	
	0010-801-1601-31600	3,595.80	LEGAL-PITCHESS MOTIONS		291067	
	0010-801-1601-31600	240.00	LEGAL-A.BARRERA		291067	16,703.16
LIFE SAFETY CONSULTING & ENGINEERING	0010-701-0010-06330	750.00	FIRE PLAN CHECK	70182	291068	750.00
LOS ANGELES COUNTY DEPT. OF	0010-701-0010-06850	2,702.62	INDUSTRIAL WASTE INSPECTION		291069	
	0010-701-0010-06850	788.21	INDUSTRIAL WASTE PERMIT		291069	3,490.83

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/16/2013

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LOUIS MAH	0075-450-0075-08200	500.00	REFUND BOND (TRUST)		291070	500.00
MARIPOSA LANDSCAPES, INC	0092-801-4222-38500	130.00	LANDSCAPING MAINTENANCE		291071	
	0092-801-4222-38500	2,000.00	LANDSCAPING MAINTENANCE	70121	291071	2,130.00
MARS ENVIRONMENTAL, INC	0022-801-4202-31950	3,580.59	REMOVE HAZARDOUS WASTE	70441	291072	3,580.59
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23700	19.77	WATER SUPPLIES	70122	291073	
	0092-801-4222-23700	95.01	WATER SUPPLIES	70122	291073	114.78
MR. ROOTER PLUMBING (DBA)	0092-801-4210-38100	389.00	PLUMBING SERVICES	70376	291074	
	0092-801-4210-38100	995.00	PLUMBING SERVICES	70376	291074	
	0092-801-4210-38100	847.00	PLUMBING SERVICES	70376	291074	
	0092-801-4210-38100	1,125.00	PLUMBING SERVICES	70376	291074	
	0092-801-4210-38100	241.25	PLUMBING SERVICES	70376	291074	3,597.25
OCE FINANCIAL SERVICES INC.	0010-801-1701-37500	830.55	COPY MACHINE RENTAL	70220	291075	
	0010-801-4212-39250	377.52	COPY MACHINE RENTAL	70220	291075	
	0010-801-4212-39250	453.03	COPY MACHINE RENTAL	70220	291075	
	0010-801-3205-37500	830.55	COPY MACHINE RENTAL	70220	291075	
	0010-801-1101-39250	1,302.41	COPY MACHINE RENTAL		291075	3,794.06
OFFICE DEPOT INC.	0010-801-1701-21350	40.45	OFFICE SUPPLIES	70062	291076	
	0010-801-1701-21250	9.02	OFFICE SUPPLIES	70062	291076	
	0092-801-4221-21250	100.00	OFFICE SUPPLIES	70123	291076	
	0092-801-4221-21350	105.78	OFFICE SUPPLIES	70123	291076	
	0092-801-4220-21350	46.64	OFFICE SUPPLIES	70123	291076	
	0043-801-4212-21250	154.40	OFFICE SUPPLIES		291076	
	0043-801-4212-21250	3.06	OFFICE SUPPLIES	70330	291076	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/16/2013

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0043-801-4212-21250	133.04	OFFICE SUPPLIES	70330	291076	
	0043-801-4212-21250	154.40-	OFFICE SUPPLIES-CREDIT		291076	
	0043-801-4212-21250	5.70	OFFICE SUPPLIES	70330	291076	
	0092-801-4212-21350	40.00	OFFICE SUPPLIES	70330	291076	
	0043-801-4212-21250	17.67	OFFICE SUPPLIES	70330	291076	
	0010-801-1101-21350	783.00	OFFICE SUPPLIES		291076	
	0010-801-1101-21350	28.24	OFFICE SUPPLIES		291076	
	0010-801-1101-21350	8.32	OFFICE SUPPLIES		291076	
	0010-801-4212-24150	497.12	OFFICE SUPPLIES		291076	
	0092-801-4212-21350	10.82	OFFICE SUPPLIES		291076	
	0010-801-4212-24150	240.11	OFFICE SUPPLIES		291076	
	0010-801-4212-24100	163.00	OFFICE SUPPLIES		291076	
	0092-801-4212-21350	34.34	OFFICE SUPPLIES		291076	
	0176-801-6516-21350	158.43	OFFICE SUPPLIES	70294	291076	
						2,424.74
PBS ENGINEERS, INC.	0010-701-0010-06100	786.00	PLAN CHECK SERVICE	70071	291077	
						786.00
QUILL CORPORATION	0010-801-1101-21350	52.83	OFFICE SUPPLIES		291078	
						52.83
SUPER PRINT LITHOGRAPHICS INC	0010-801-1703-39250	313.63	RESIDENTIAL PROPERTY REPORT		291079	
						313.63
TOM'S CLOTHING & UNIFORMS INC	0010-801-3205-22750	48.94	UNIFORMS-M.CABRAL		291080	
	0010-801-1702-22300	216.41	UNIFORMS-S.VARGAS		291080	
						265.35
TRANSTECH	0010-801-1703-31950	5,850.00	BUILDING INSPECTOR	70454	291081	
						5,850.00
VULCAN MATERIAL CO	0110-801-4202-23600	295.37	ASPHALT	70094	291082	
	0110-801-4202-23600	442.52	ASPHALT	70094	291082	
						737.89

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/16/2013

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WECK LABORATORIES (DBA)	0093-801-4227-23300	480.00	WATER LABORATORY SUPPLIES	70132	291083	480.00
WEST COAST ARBORISTS, INC.	0092-801-4222-38500	1,944.00	LANDSCAPE MAINTENANCE SERVICE		291084	
	0010-801-6516-31190	43,908.00	LANDSCAPE MAINTENANCE SERVICE	70277	291084	
	0176-801-5002-91590	2,500.00	LANDSCAPE MAINTENANCE SERVICE		291084	
	0010-801-6516-31190	13,386.00	LANDSCAPE MAINTENANCE SERVICE	70277	291084	
	0176-801-5002-91590	2,500.00	LANDSCAPE MAINTENANCE SERVICE		291084	
	0176-801-6516-31190	683.44	LANDSCAPE MAINTENANCE SERVICE	70277	291084	
	0010-801-6517-37700	1,856.56	LANDSCAPE MAINTENANCE SERVICE		291084	
	0010-801-6516-31190	1,110.00	LANDSCAPE MAINTENANCE SERVICE	70277	291084	
	0010-801-6517-31950	1,000.00	LANDSCAPE MAINTENANCE SERVICE		291084	
	0010-801-6516-31190	2,967.00	LANDSCAPE MAINTENANCE SERVICE	70277	291084	71,855.00
GUO YU WONG	0159-701-0159-07030	70.00	REFUND RECREATION CLASS		291085	70.00
TOTAL FOR PRINTED WARRANTS						194,581.47

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/16/2013

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TOTAL FOR PREPAID WARRANTS	28,693.61
TOTAL FOR PRINTED WARRANTS	194,581.47
TOTAL WARRANTS	223,275.08
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	6
TOTAL CHECKS PRINTED	37
TOTAL CHECKS ISSUED	43

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 01/16/2013
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	4,461.03	125,895.10	130,356.13
0022	STATE GAS TAX FUND	0.00	3,955.59	3,955.59
0043	REFUSE FUND	0.00	8,136.51	8,136.51
0060	CITY SHOP FUND	16.59	3,784.64	3,801.23
0062	GENERAL LIABILITY FUND	910.21	0.00	910.21
0075	SPECIAL DEPOSITS FUND	0.00	800.00	800.00
0092	WATER FUND	487.18	24,985.76	25,472.94
0093	WATER TREATMENT FUND	0.00	2,078.66	2,078.66
0109	OPA PROPOSITION A	168.60	435.00	603.60
0110	MEASURE R FUND	0.00	737.89	737.89
0131	LIBRARY TAX FUND	0.00	666.67	666.67
0152	HOME HOUSING PROGRAM	0.00	684.00	684.00
0159	RECREATION FUND	0.00	70.00	70.00
0166	PROPOSITION C	0.00	1,543.00	1,543.00
0169	CDBG FUND	0.00	2,096.78	2,096.78
0176	MAINTENANCE DISTRICT 93-1	0.00	17,841.87	17,841.87
0184	USED OIL RECYCLING BLOCK GRANT	0.00	870.00	870.00
0342	SAFETEA-LU GRANT	18,120.00	0.00	18,120.00
0346	ELAC CONTRIBUTIONS	4,530.00	0.00	4,530.00
	TOTAL	28,693.61	194,581.47	223,275.08

Staff Report City of Monterey Park

DATE: January 16, 2013
TO: Paul Talbot, City Manager
FROM: Joseph Leon, City Treasurer
SUBJECT: Monthly Investment Report – December 2012

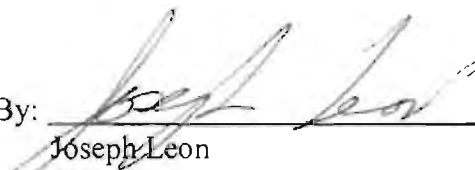
In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council showing the types of investments, dates of maturities, amounts of deposits, rates of interest, and the current market values for securities with maturity more than 12 months.

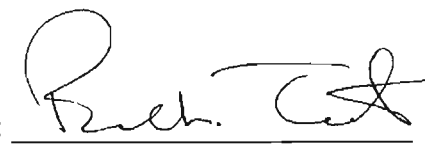
DISCUSSION

As of December 31, 2012 invested funds for the City of Monterey Park is \$69,887,969.23.

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 DECEMBER 31, 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)				5.76%	<u>4,029,000.00</u>
LOCAL AGENCY INVESTMENT FUND:					
LAIF - CITY					
LAIF - PUBLIC FINANCING AUTHORITY		ON DEMAND	0.320%		49,731,693.70
		ON DEMAND	0.320%		<u>16,127,275.53</u>
TOTAL LAIF				94.24%	<u>65,858,969.23</u>
TOTAL INVESTMENTS				100.00%	<u>\$ 69,887,969.23</u>
BANK BALANCE ⁽¹⁾ :					<u>\$ 2,392,505.84</u>
AVERAGE MATURITY DAYS					14
AVERAGE INTEREST RATE FOR THE MONTH					0.354%

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.

**MONTEREY PARK CITY COUNCIL
STAFF REPORT**

MEETING DATE: January 16, 2013
AGENDA HEADING: City Council Minutes

AGENDA DESCRIPTION:

Approval of Minutes from the City Council Regular Meetings of December 5, 2012 and December 19, 2012.

(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

It is recommended that the City Council (acting on behalf of the Successory Agency)

- (1) Approve the minutes from the regular meetings of December 5, 2012 and December 19, 2012; and
- (2) Take such additional, related, action that may be desirable.

ATTACHED SUPPORTING DOCUMENTS:

- December 5, 2012 (Regular)
- December 19, 2012 (Regular)

FISCAL IMPACT: None

Amount Budgeted: \$0
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: David M. Barron, City Clerk

REVIEWED BY:

APPROVED BY:

BACKGROUND AND DISCUSSION:

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
DECEMBER 5, 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, December 5, 2012 at 7:00 p.m.

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

CALL TO ORDER:

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

FLAG SALUTE:

The Monterey Park Fire Explorers led the flag salute.

ROLL CALL:

City Clerk Barron called the roll:

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

Council Members Absent: None

ALSO PRESENT: City Manager Talbot, City Attorney Hensley, City Treasurer Leon, Director of 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

Discussion: City Manager Talbot informed the council that the Special Meeting scheduled tonight, December 5, 2012 at 7:00 p.m. has been cancelled for lack of discussion of items. He also reported that Successor Agency Consent Calendar Item No. 2 will be continued to a Special Meeting in Room 266, Second Floor of City Hall, Tuesday, December 11, 2012 at 11:30 a.m.

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.

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.

See Successor Agency minutes.

2. REVIEW OF A DUE DILIGENCE REVIEW OF THE SUCCESSOR AGENCY'S NON-HOUSING ASSETS

See Successor Agency minutes.

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

PRESENTATION: None.

CITY OF MONTEREY PARK CONSENT CALENDAR CONSISTS OF ITEMS 3-10

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. 3 - 10 except for Item Nos. 9 and 10 which was approved as amended 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. 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 **December 5, 2012 Totaling \$1,384,314.83** and specifying the funds out of which the same are to be paid on Consent Calendar.

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 **December 5, 2012 Totaling \$1,384,314.83** AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

4. APPOINTMENT TO THE OVERSIGHT BOARD OF THE CITY OF MONTEREY PARK AS SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY

On April 4, 2012, the Mayor appointed City Manager Paul Talbot and Community

Development Director Jim Basham to the Oversight Board per ABX 1 26. Mr. Basham has resigned from the City and the Mayor has chosen Annie Yaung, the Financial Services Manager to replace him.

Action Taken: The City Council affirmed the Mayor's selection and appointment of Annie Yaung, Financial Services Manager, to the Oversight Board pursuant to Health and Safety Code § 34179 on Consent Calendar.

5. AWARD OF FEMA INTEGRATED PUBLIC ALERT AND WARNING SYSTEM (IPAWS) ACCOUNT

During a major emergency or disaster, the City may need to provide the public with life-saving information quickly. The new network, subsequently termed as the Integrated Public Alert and Warning System (IPAWS) is designed to integrate these various systems into one modern network, and also update them to take into account newer forms of communication such as cellular telephony and SMS, satellite and cable television, as well as electronic billboards and the internet.

This item was pulled for separate discussion only.

Action Taken: The City Council authorized the City Manager to execute an agreement, in a form approved by the City Attorney, for IPAWS and execute such ancillary agreements that may be required on Consent Calendar.

6. FIRE STATION 62 AND 63 ROOF REPAIR

The project involves the installation of new roofing material at Fire Stations 62 and 63 to repair recurring leaks. At Fire Station 62, new asphalt shingles will be installed over the existing asphalt shingle roof and the sheet metal flashing will be replaced as needed to prevent water from entering the station. At Fire Station 63, a sprayed foam roofing system will be applied over the existing sprayed foam roof to waterproof the roof and improve the overall building insulation for energy savings. The existing roof drain systems at both stations will also be repaired as necessary to ensure proper drainage.

This item was pulled for separate discussion only.

Action Taken: The City Council (1) awarded the contract for the Fire Station 62 and 63 Roof Repair to the lowest bidder, Adco Roofing of North Hollywood, in the amount of \$97,001.00; (2) allocated an additional \$36,700 in Public Safety Impact Fees to complete the project; and (3) authorized the City Manager to execute a standard public works agreement in a form approved by the City Attorney on Consent Calendar.

7. SEQUOIA PARK ADA IMPROVEMENTS

The project involves the construction of concrete walkways in and around the restroom building, baseball diamond, play area, and shade shelter at Sequoia Park to comply with Americans with Disabilities Act (ADA) access requirements. The work also includes the construction of curb ramps and handrails, and installation of handicap signs and pavement markings to improve access from the street and parking lot into the park.

Action Taken: The City Council (1) authorized the allocation of \$48,100 General Fund Capital Project Reserves for the Sequoia Park ADA Improvements; (2) awarded the contract for the Sequoia Park ADA Improvements to the lowest bidder, CT&T of Diamond Bar, in the amount of \$43,680.00 and (3) authorized the City Manager to execute a standard public works contract, in a form approved by the City Attorney, with CT&T on Consent Calendar.

8. EQUIPMENT REPLACEMENT -- COMPACTOR/ROLLER

The 2012-2013 budget included \$54,000 for the replacement of a compactor for the Street Department. Due to the regulations set forth by South Coast Air Quality Management District (AQMD), as of January 2013, the City will no longer be able to utilize this equipment because it operates on diesel fuel and has no emission devices with a tier "o" engine.

Action Taken: The City Council authorized the City Manager, or designee, to purchase a Case DV201 compactor from Case Power Equipment at the cost of \$51,286.96 per Monterey Park Municipal Code § 3.20.050(3) on Consent Calendar.

9. PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MONTEREY PARK AND TRANSTECH ENGINEERING FOR INTERIM STAFFING POSITIONS IN THE PUBLIC WORKS AND COMMUNITY DEVELOPMENT

Since June of 2012, Transtech Engineering has been providing interim Building Inspector Services to the City of Monterey Park. There is a recent vacancy in the position of Community Development Director and there will be a vacancy for the Public Works Director. To ensure the City provides uninterrupted service, staff is recommending the City contract with Transtech Engineering for interim executive services in these two departments.

This item was pulled for separate discussion only.

Action Taken: The City Council authorized the City Manager to execute an amendment to the agreement with Transtech Engineering, Inc., in a form approved by the City Attorney, for an amount not to exceed \$300,000.00 and amended to include the City Council comments that the agreement be termed at the end of the fiscal year on Consent Calendar.

10. AMEND THE CONTRACT FOR CDBG/HOME (COMMUNITY DEVELOPMENT BLOCK GRANT/HOME INVESTMENT PARTNERSHIP PROGRAM) WITH JWA URBAN CONSULTANTS TO FULFILL THE CITY'S HOUSING AND URBAN DEVELOPMENT GRANT PROGRAM OBLIGATIONS

At the City Council meeting of July 18, 2012, the Council authorized staff to award a contract to JWA Urban Consultants to administer the City's CDBG/HOME programs. The term of the Agreement ended November 1, 2012. Through inadvertence, the Parties did not renew the term of the Agreement, but nevertheless continued performing pursuant to its terms since that date.

This item was pulled for separate discussion only.

Action Taken: The City Council authorized the City Manager to execute an amendment to the agreement on behalf of the City, in a form approved by the City Attorney, with JWA Urban Consultants, Inc., in the amount not to exceed \$125,000.00 and to include as amended the City Council comments that the agreement be termed at the end of the fiscal year and that staff present to the council a analysis report at the end of the termed agreement on Consent Calendar.

ORAL AND WRITTEN COMMUNICATIONS

- Ruben Navarro Jr. spoke as a resident informing the council that he was a victim of a home modification loan scam. He thanked the Monterey Park Police Department for their assistance in the investigation and arrest. He informed the council and residents that the Montebello Housing Development Corporation is a non-profit organization that will be hosting a meeting on Thursday, December 6, 2012 to discuss his case and requested if a city representative may attend the meeting on behalf of other city residents who are also victims of the active investigation.
- Thomas Wong spoke on behalf of the Environmental Commission and Metro that the SR-710 Study All Communities Convening Open House is scheduled to occur next year to share information with the residents and receive public feedback. He invited residents to attend one of the scheduled meetings on: (1) Wednesday, January 23, 2013 from 6:00 – 8:00 p.m. at Maranatha High School; (2) Thursday, January 24, 2013 from 6:00 – 8:00 p.m. at San Marino Community Church and (3) Saturday, January 26, 2013 from 9:00 – 11:00 a.m. at California State University, Los Angeles.
- Tom Guzman spoke as a neighborhood watch captain and thanked Fire Captain Hallock and the Monterey Park Fire Department in their assistance to a recent Community Emergency Response Team (C.E.R.T) training and exercise. He encouraged the residents to attend the city's C.E.R.T program to obtain valuable information and be prepared in an emergency situation.
- Larry Sullivan thanked the city staff on publicly televising the recent Planning Commission meeting held on November 13, 2012 in the City Hall Council Chambers. He informed the council that residents have expressed their support of the public broadcast.
- Council/Agency Members thanked the speakers and had no comments. City Manager Talbot commented briefly on speaker, Ruben Navarro's comments.

PUBLIC HEARING

None.

UNFINISHED BUSINESS

11. 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.

Public Speakers:

- Nancy Arcuri stated her concerns of the proposed initiatives opposing term limits on city elected officials.

Action Taken: The City Council (1) approved the wording of the two draft initiatives and made appropriate changes; (2) adopted **Resolution No. 11541** placing an initiative on the previously called March 5, 2013 Municipal Election pursuant to Elections Code § 9222 regarding Term Limits as amended to include a penalty clause on the ballot initiative; (3) adopted **Resolution No. 11542** directing the City Attorney to prepare an impartial analysis of the ballot measure regarding city council term limits; and (4) adopted **Resolution No. 11543** 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. 11541, entitled:

A RESOLUTION PLACING AN INITIATIVE ON THE PREVIOUSLY CALLED MARCH 5, 2013 MUNICIPAL ELECTION PURSUANT TO ELECTIONS CODE § 9222 REGARDING CITY COUNCIL TERM LIMITS.

Resolution No. 11542, entitled:

A RESOLUTION PLACING AN INITIATIVE ON THE PREVIOUSLY CALLED MARCH 5, 2013 MUNICIPAL ELECTION PURSUANT TO ELECTIONS CODE § 9222 REGARDING TERM LIMITS.

Resolution No. 11543, entitled:

A RESOLUTION DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE BALLOT MEASURE REGARDING CITY COUNCIL TERM LIMITS

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

NEW BUSINESS

None.

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Possible cancellation or rescheduling of the January 2, 2013 Council Meeting.

Council Member Lau informed the residents of his attendance at the farewell luncheon for Director of Public Works Saykali at Monterey Hills Steakhouse. Council Member Wong spoke of his trip to China stating he met with the Mayor of Quanzhou and the

members of the Quanzhou Sister City Associations to discuss business improvements. He also extended an invitation to the delegates of the Quanzhou Sister City Associations and Friendship Cities to attend the city's Chinese New Year's Event in February 2013. Vice Mayor Real Sebastian invited the residents to attend the City Hall Tree Lighting and Holiday Sing on Friday, December 7, 2012 at 5:30 p.m with signers from local elementary students. She also informed the residents that an E-waste Clean-up on Saturday, December 15, 2012 will be held at East Los Angeles College. Lastly, Vice Mayor Real Sebastian thanked the city staff of their presentation of the city's water infrastructure. Mayor Ing also encouraged residents to attend the City Hall Holiday Sing and announced the cancellation of the January 2, 2013 Regular Council Meeting.

CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting adjourned at 8:26 p.m.

David M. Barron, CMC
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
HOUSING SUCCESSOR AGENCY (HSA)
REGULAR MEETING
DECEMBER 19, 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, December 19, 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 7:03 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, Fire Chief Birrell, Police Chief Smith, Human Resources Director Cody, Financial Services Manager Yaung, City Librarian Arvizu, Interim Director of Public Works/Community Development Quintero, Financial Services Manager Yaung

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None.

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS

None.

SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NOS. 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.

See Successor Agency minutes.

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.

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.

See Successor Agency minutes.

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.

See Successor Agency minutes.

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

HOUSING SUCCESSOR AGENCY CONSENT CALENDAR CONSISTS OF ITEM NO. 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.

See Housing Successor Agency minutes.

This is the end of the 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 Item No. 11 which was approved as amended and reading resolutions and ordinances by title only and waiving further reading thereof.

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

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

5. RESOLUTIONS, DEMANDS, PROGRESS PAYMENTS AND INTERFUND TRANSFERS

It is required that the City Council approve all disbursements.

This item pulled for separate discussion only.

Action Taken: The City Council approved payment of warrants and adopted **Resolution No. 11544** 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 on Consent Calendar.

Resolution No. 11544, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA 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

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.

This item was pulled for separate discussion only. Treasurer Joseph Leon made a brief report as requested and responded to questions.

Action Taken: The City Council received and filed the investment report as of November 2012.

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.

Action Taken: The City Council approved the minutes from the regular meetings of November 7, 2012 and November 21, 2012, and the Special Meeting of November 21, 2012 on Consent Calendar.

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.

Action Taken: The City Council adopted **Resolution No. 11545** 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) on Consent Calendar.

Resolution No. 11545, entitled:

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

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.

Action Taken: The City Council adopted **Resolution No. 11546** 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 on Consent Calendar.

Resolution No. 11546, entitled:

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

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.

This item was pulled for separate discussion only.

Action Taken: The City Council authorized 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) on Consent Calendar.

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. This item was pulled for separate discussion only.

Action Taken: The City Council adopted **Resolution No. 11547** 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 to include as amended the corrections that the City matching funds are estimated at \$477,000 and to accept Grant Funding estimated at \$200,000 from Measure R and \$277,000 from Proposition A on Consent Calendar.

Resolution No. 11547, entitled:

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

ORAL AND WRITTEN COMMUNICATIONS

- Sarkis Antonian expressed his concerns regarding emergency medicaid services received at Garfield Medical Center and Alhambra Hospital.
- Larry Sullivan requested information from staff on bingo events held at the Langley Senior Center.
- Marcia Spira informed the council that as a Polling Inspector during the November elections, she received several complaints from resident voters regarding the petition circulated for the City of Monterey Park Safe and Affordable Fire and Emergency Services Maximization Ordinance. She informed the residents that they may request to move their signatures from the petition at the City Clerk's office and also recommended that the city council publicly inform the residents.

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

Mayor Ing opened the public hearing at 8:42 p.m. and closed the public hearing at 9:29 p.m.

Public Speakers:

- Michael Huntley, Director of Planning and Community Development from the City of Montebello, addressed the council stating that on behalf of the City of Montebello, he is requesting that the council reject the project's Supplemental Environmental Impact Report (SEIR) because it does not include an urban decay impact study. He informed the council that the City of Montebello has submitted correspondences to the City of Monterey Park reiterating its position on the SEIR and is concerned with the City of Monterey Park's dismissal of its concerns. He is requesting on behalf of the City of Montebello that the City of Monterey Park include an urban decay study. Lastly, he thanked Economic Consultant Yoshizaki for his presentation.
- David Barron briefly spoke of the city's economic development and history. He addressed the council and stated that the residents have been waiting for a new retail shopping center comparable to those found in neighboring cities such as Alhambra and Montebello. He lastly commented that the city and residents do not want to be a "have not city" anymore.
- Larry Sullivan extended his appreciation to the council and staff on the Market Place Project and stated that the residents have expressed their support to him in moving forward on the long-awaited development.
- Jeff Schwartz spoke of his support to the anticipated development and directed his comments to the council recommending that parking bus shuttles be offered for the residents and seniors.
- Sarkis Antonian encouraged the council to consider his recommendation of inviting grocery centers such as Stater Bros. and Trader Joes to the Market Place Project.
- Randy Saurigui addressed the council as a home owner in close proximity to the anticipated Market Place Project. He is concerned of the 60 Freeway and Paramount Boulevard off ramp exit.
- Vincent Chang spoke as the Immediate Past President of the Monterey Park Chamber of Commerce and member of the Environmental Commission and expressed his support of the Market Place Project. He informed the council that residents have also expressed their support and recommendations that shuttle buses be available to transport the residents and public to the development.

Action Taken: The City Council (1) adopted **Resolution No. 11548** as amended to include the corrections read on record by City Attorney Hensley on Section 1, Paragraph J, to state that "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 was made available for the public review. The Final SEIR is on file with the City Clerk and Planning Department and available for inspection” and 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; (2) adopted **Resolution No. 11549** approving Precise Plan PP-12-01 and Tentative Map No. 071549 (TM-12-01) for the Monterey Park Market Place Development; (3) waived the first reading and introduced the **Ordinance – 1st Reading** approving a Development Agreement between the City of Monterey Park and Monterey Park Retail Partners, LLC allowing development of the Monterey Park Market Place; and (4) scheduled a second reading and adoption of Ordinances at the next regular council meeting on January 16, 2013.

Resolution No. 11548, entitled:

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

Resolution No. 11549, entitled:

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 MARKETPLACE DEVELOPMENT

Ordinance – 1st Reading, entitled:

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

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

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council members informed the residents of their attendance at the City Hall Tree Lighting and Holiday Sing on Friday, December 7, 2012 and the Christmas luncheon at

Langley Senior Center. Council members wished the residents a safe and happy holiday and happy new year. Mayor Ing reminded the residents of the cancellation of the Regular Council Meeting on January 2, 2013 and that the next scheduled meeting will be held on Wednesday, January 16, 2013.

CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting adjourned at 9:27 p.m. in memory of the Sandy Hook Elementary School victims in Newtown, CT.

David M. Barron, CMC
City Clerk

Staff Report City of Monterey Park

DATE: January 16, 2013

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 Oil 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.

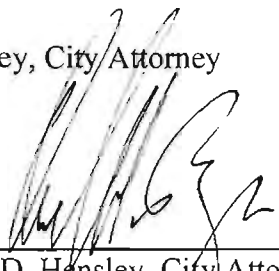
3. Public Comments and Final SEIR

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:


for 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

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 Oil 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 16, 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 Oil/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 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 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 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 16th 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 19th day of December, 2012. That thereafter on the 16th 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 16th day of January, 2013.

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

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 9

DATE: JANUARY 16, 2013

TO: PAUL TALBOT, CITY MANAGER
FROM: JAMES BIRRELL, FIRE CHIEF 
SUBJECT: PROFESSIONAL SERVICES AGREEMENT – LEXIPOL, LLC

Staff seeks Council approval to authorize the City Manager to execute an agreement with Lexipol, LLC to provide the Monterey Park Fire Department an agency-specific, customized Fire Department Policy Manual and annual subscription to provide policy updates and an integrated training component through a web browser.

DISCUSSION:

The Monterey Park Fire Department currently maintains a Standard Operating Policy Manual providing employees standards, policies, and procedures on issues related to risk management, liability, safety, and best practices. The Policy Manual aids in the Fire Department's compliance of current statutory laws and is provided to employees in hard copy and digitized format to allow open access to employees at any time.

To help ensure relevant issues are addressed and policies updated expeditiously, the Fire Department recommends entering into a subscription agreement with Lexipol, LLC (Exhibit A). Lexipol has established a unique set of risk management tools for public safety organizations by integrating agency-specific, customized policy manuals accessed through a web browser. Lexipol has been providing these services in the law enforcement field for 12 years and began providing these same services to the fire sector in 2011. The Monterey Park Police Department currently utilizes their services as well as several surrounding agencies such as San Gabriel, La Verne, Redlands, Orange, Anaheim, Hermosa Beach, Manhattan Beach, and Fountain Valley. Staff has not found the type of comprehensive services provided by Lexipol available through any other public or private resources.

The policies are developed based on the most up-to-date Federal, State, and local laws, industry standards, and peer review. Additional services include the provision of Daily Training Bulletins that are customized scenario-based training and tests to ensure content understanding, reporting mechanisms, archiving of each version of the policy manual, Daily Training Bulletin records and test results, and capture of electronic signatures that acknowledge policy updates. Lexipol will provide regular semi-annual electronic and interactive updates in response to legislative mandates, case law and evolution of best practices. Client alerts will also be provided and urgent updates in response to precedent-setting court decisions or events that call for immediate changes to policy.

CEQA (California Environmental Quality Act):

Not applicable.

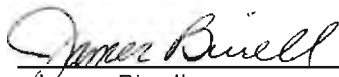
FISCAL IMPACT:

The first year costs of \$7,050 are for development of the policy manual and provision of proprietary online development tools. Funds are available in the Fire Department FY2012-2013 Operational Budget. Starting the second year, there is an annual subscription fee of \$5,550 and will include all web-based tools, Policy Manual updates and Training Bulletins. These funds will be budgeted in the FY2013-2014 budget.

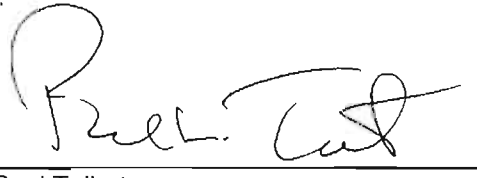
RECOMMENDATION:

1. Authorize the City Manager to execute an agreement in a form approved by the City Attorney with Lexipol, LLC and approve the expenditure of \$7,050 for first year costs and continued annual subscription for the following year at a cost of \$5,550.
2. Take such additional, related, action that may be desirable.

By:


James Birrell
Fire Chief

Approved:


Paul Talbot
City Manager

Attachments: Exhibit A - Professional Services Agreement between the City of Monterey Park and Lexipol, LLC.



Lexipol LLC
 6B Liberty #200
 Aliso Viejo, CA 92656
 Tel: 949-484-4444
 Fax: 949-484-4443

TERMS AND CONDITIONS FOR USE OF SUBSCRIPTION MATERIAL

I. ACCEPTANCE OF TERMS

The services that Lexipol, LLC, a Delaware Limited Liability Company (hereinafter "Lexipol"), provides to Agency, Customer, User, Purchaser are subject to the following Terms and Conditions of Use. These Terms and Conditions are valid through the subscription period of one year. Lexipol reserves the right to update/change the Terms and Conditions of Use on the renewal date of the subscription agreement period whereas those updates/changes on the Terms and Conditions of Use will be valid for the new subscription period. This document represents the most current version of the Terms and Conditions of Use. Any changes or updates can be reviewed by clicking on the "Terms and Conditions of Use" hypertext link located on Lexipol's Forum page once Agency becomes a subscriber. AGENCY MUST AGREE WITH THESE TERMS AND CONDITIONS OF USE BEFORE AGENCY CAN USE THIS WEBSITE.

II. DESCRIPTION OF SERVICES

Through Lexipol's Website, Lexipol provides Agency with access to the Lexipol Knowledge Management System. Lexipol provides numerous subscriptions to this system, each with varying services depending on the level of subscription. The Agency is subscribing to the services indicated on the data page included on the last page of this agreement.

III. MEMBER ACCOUNT, PASSWORD AND SECURITY

If any of the Services provided to Agency by this Website requires Agency to open an account, Agency must complete the registration process by providing Lexipol with current, complete and accurate information as prompted by the applicable registration form. Agency will also be able to change the user name and password on the account after initial login. Agency is entirely responsible for maintaining the confidentiality of Agency's password and account. Agency is entirely responsible for any and all activities that occur under Agency's account. Agency agrees to notify Lexipol immediately of any unauthorized use of Agency's account or any other breach of security.

Agency may not use any other Agency's account at any time, as Agency's password and user name are for the purchaser's sole use. Purchasers of content through this Website are not permitted to share, distribute, sell, or otherwise transfer their password to other individuals. Significant or unusual use of a single user name and password (including, but not limited to, significant use of a single user name and password on multiple computers) could result in suspension of that password.

IV. NOTICES

Any notice to be given to the parties shall be sent to Lexipol at the address above or if to the Agency to the contact person registered as the authorized signer.

V. PAYMENT TERMS

Agency agrees to pay the current fees for all services purchased using Agency's user name and password. All services are payable in full within forty-five (45) days from subscription start date. Any amounts past sixty (60) days from due date shall accrue interest at one (1%) percent per month for past due accounts. Invoices are sent thirty (30) days previous to the subscription start date and anniversary date thereafter. All payments are applied to the oldest balance.

VI. PRIVACY POLICY

Lexipol shall keep all information Agency provides confidential and private unless required to provide information in accordance with an order from a court of competent jurisdiction. Agency acknowledges Lexipol may provide view only access and summary information to the Agency's affiliated Risk Management Authority, Insurance Pool or Group if they have provided an economic subsidy. Because security is important to Lexipol and our users, Lexipol will always make reasonable efforts to ensure the security of Lexipol's systems. Lexipol employs security systems to protect the information Lexipol receives from Agency's users. The Lexipol Policy Website uses Secure Socket Layer (SSL) Protocol for browsers that support 128-bit encryption (such as Microsoft Internet Explorer 5 and greater). SSL encrypts information as it travels between customer and Lexipol. Please be aware that Internet data transmission is not always 100% secure and Lexipol cannot warrant that information Agency transmits utilizing Lexipol's Service or Website is 100% secure.

VII. APPLICATION OF LAW AND JURISDICTION

Agency agrees that any claim, action, or proceeding arising out of these Terms and Conditions of Use, or Agency's use of the Website, shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts to be wholly performed therein, and any action based on or alleging a breach of this Agreement must be brought in a state or federal court in Delaware. This Agreement shall be governed and interpreted pursuant to the laws of the State of Delaware, United States of America, notwithstanding any principles of conflicts of law.

VIII. INDEMNIFICATION

Agency understands that Lexipol and its agents, employees and representatives have developed policy guidelines and content in a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such policies were approved and adopted by Agency. Agency acknowledges that Lexipol shall not be responsible for updating these policies to adhere to subsequent changes in the law or other conditions and those changes and updates will only be provided by Lexipol as a part of an annual subscription. While Lexipol has made a good faith effort to develop all policies and training in accordance with existing law and standards, Agency acknowledges that neither Lexipol nor any of its agents, attorneys, employees or representatives are obligated to provide legal representation, defense, or indemnification for any litigation in which said policies are subject to challenge.

To the fullest extent permissible under applicable law, and except as otherwise herein, Lexipol and/or other persons creating or transmitting the information and the service will in no event be liable to Agency or anyone else for any direct, indirect, consequential, incidental, special, exemplary, or punitive damages for the information, even if Lexipol or other persons creating or transmitting the information or the service shall have been advised of the possibility of such damages. To the fullest extent permitted by law, Lexipol or other persons creating or transmitting the service and the information shall have no responsibility or liability to Agency or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to any subject matter of this agreement or terms and conditions of use thereto with the exception of liability resulting from a finding of gross negligence, and/or willful and wanton conduct of Lexipol.

As it relates to Lexipol's copyright terms, nothing in this statement is intended to prohibit or restrict Agency from access and reproduction for department functions and providing any policies contained within the Policy Manual(s) pursuant to Court order or any other lawful process.

IX. COPYRIGHT

Agency expressly acknowledges and agrees that each and every policy provided by Lexipol, its agents, employees, and representatives including, but not limited to, all updates, revisions the entire Policy Manual(s), Supplemental Policy Publications and/or Procedure Manuals, and Daily Training Bulletins

V12.15.10

purchased from Lexipol were expressly created for Agency's exclusive use. Agency further agrees that all policy, update, revision or Daily Training Bulletins originally provided by Lexipol are protected under copyright agreements and may not be sold. Nothing in this statement is intended to prohibit or restrict Agency from access and reproduction for department functions and providing any policies contained within the Policy Manual(s) pursuant to and authorized by a request under the Public Records Act, pursuant to Court order or any other lawful process.

Lexipol shall indemnify, hold harmless and defend Agency, from and against any third party claims of copyright infringement, including Agency's reasonable attorney fees, expert fees and court costs, pertaining to or arising from City's use of the Lexipol provided content contained within the Knowledge Management System under this Agreement.

X. DISCLAIMER OF WARRANTIES

The service and all information is provided "as is" without warranties, express or implied, or representations of any kind whatsoever. There shall be no warranties of merchantability, fitness for a particular use, non-infringement of proprietary rights, enjoyment of the information or service, system integration, or accuracy of the information. To the fullest extent permitted by law, Lexipol disclaims any warranties for the security, reliability, timeliness, and performance of the information and the service. The entire risk as to satisfactory quality, performance, accuracy and effort is with Agency.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the foregoing disclaimers may not apply to Agency insofar as they relate to implied warranties. In those jurisdictions Lexipol shall use its best efforts, including industry standards of care, to insure satisfactory quality, performance and accuracy.

XI. NON-WAIVER AND SEVERABILITY

Lexipol's failure to exercise any right or provision of this Agreement shall not constitute a waiver of such right or provision. If a court of competent jurisdiction holds any provision of this Agreement to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of this Agreement remain in full force and effect.

XII. POLICY ADOPTION

The Agency hereby agrees and certifies that any and all policies developed and provided by LEXIPOL LLC and its agents, employees and representatives have been individually reviewed, customized and adopted for the exclusive use of the AGENCY. It is further acknowledged and agreed that LEXIPOL LLC and its agents, employees and representatives shall not be considered "policy makers" in any legal or other sense and that, upon acceptance of the policy manual(s) and execution of this Agreement, the chief executive of the AGENCY for all purposes be considered the "policy maker" with regard to each and every policy contained in said manual.

XIII. TERMINATION

This Subscription Agreement may be terminated at the annual anniversary date of the subscription period by written notice to the other party at least 30 days preceding the subscription anniversary date.

Agency is purchasing the following service(s):

POLICY SUBSCRIPTIONS:

Law Enforcement Policy Manual ☐
Custody Policy Manual ☐
Fire Policy Manual ☐

TRAINING SUBSCRIPTIONS:

Daily Training Bulletins (DTB) ☐
National Daily Training Bulletins (NDTB) ☐
Custody Daily Training Bulletins (CDTB) ☐
Fire Daily Training Bulletins (FDTB) ☐

Please complete all fields and place N/A where applicable.

(Chief Name) (Title) (Chief Email) (Chief Direct Phone)

(Custody Facility Manager Name) (Title) (Custody Fac. Mgr Email) (Custody Fac. Mgr Direct Phone)

(Name of Agency as you want it to appear on the manual)

(Agency Street Address) (City) (State) (Zip Code) (County)

(Custody Street Address – If different) (City) (State) (Zip Code) (County)

(Billing Address if different from above) (City) (State) (Zip Code)

(Agency Phone) (Fax) (Email)

(Risk Management Group / Insurance Pool) (Accreditation Agency)

(No. of Authorized Staff) (If Custody – No. of Beds) (Agency Fiscal Year End) (Agency Website)

(Policy Primary user full Name) (Title) (Policy Primary User Phone) (Policy Primary User Email)

(Custody Primary user full Name) (Title) (Custody Primary User Phone) (Custody Primary User Email)

(Policy Unique User ID number for system access; 2-5 digits i.e. (badge number, employee number)

(Custody Unique User ID number for system access; 2-5 digits i.e. (badge number, employee number)

The subscription agreement is authorized and approved by:

(Name of Authorized Signer) (Title) (Email, Authorized Signer) (Phone, Authorized Signer)

Authorized Agency Signature Date

Please return all four (4) pages via fax, email or send to:

Fax: (949) 484-4443 - Email: contracts@lexipol.com

Send: Lexipol LLC, 6B Liberty, Suite 200, Aliso Viejo, CA 92656

Staff Report City of Monterey Park

DATE: January 16, 2013

TO: PAUL TALBOT, CITY MANAGER

FROM: ROBERT QUINTERO, INTERIM DIRECTOR OF PUBLIC WORKS

SUBJECT: RECOMMENDATION TO ENTER INTO AGREEMENTS WITH
GATEWAY CITIES COUNCIL OF GOVERNMENTS IMPLEMENTING
THE BACTERIA TMDL COORDINATED MONITORING PLAN

The Los Angeles Regional Water Quality Board requires that the City develop a plan to monitor the amount of *bacteria* pollutants in the Los Angeles River. Staff is recommending that City Council approve entering into an agreement to implement a coordinated monitoring plan with other agencies that is similar to the agreement that Council previously approved for the *Metals* Coordinated Monitoring Plan. The City's share of cost for the *Bacteria* Coordinated Monitoring Plan is estimated to be \$2,600.

BACKGROUND:

On July 9, 2010, the Los Angeles Regional Water Quality Control Board (Regional Board) adopted the Los Angeles River and Tributaries Bacteria Total Maximum Daily Load (TMDL) which requires all Los Angeles River (LAR) watershed cities and agencies to develop a Coordinated Monitoring Plan (CMP). The purpose of the CMP is to assess the amount of bacteria pollutants in the Los Angeles River and its tributaries. The CMP must be prepared and submitted to the Regional Water Quality Control Board by March 23, 2013. Implementation is to begin upon approval of the CMP by the Regional Board.

43 agencies and Caltrans have jurisdiction over lands that are tributary to the Los Angeles River that extends from headwaters at the westernmost end of the San Fernando Valley and the foothills of the San Gabriel Mountains to the Los Angeles River estuary that begins at Willow Street in Long Beach. The City previously entered into a similar monitoring agreement with the Gateway Cities COG for the Metals CMP.

Term of Agreement

Several segments of the Los Angeles River have been identified by the California Regional Water Quality Control Board (RWQCB) as having exceeded water quality objectives for bacteria. For this reason, the Clean Water Act requires a Total Maximum Daily Load (TMDL) be developed to restore the impaired water bodies to their full beneficial uses. This TMDL became enforceable upon the adoption of the Los Angeles County area MS4 permit on November 8, 2012. The numeric targets are based on a single type of bacteria (*E. coli*), and set as 235 MPN/100 ml for single samples and 126 MPN/100 ml as a geometric mean.

The term of the TMDL extends until March 23, 2028 for dry-weather and has not been established for the wet-weather portion. Therefore the proposed CMP Agreement extends only through March 23, 2028. Agencies may withdraw from this agreement at any time with 30 days' notice.

Independent of this CMP is the development of a Load Reduction Strategy in which each city or group of cities develop a plan to implement activities aimed at reducing the amount of bacteria in runoff. This Load Reduction Strategy is outside the scope of this CMP and individual cities or groups of cities will retain responsibility for this requirement. The City's compliance with the Load Reduction Strategy will be determined at a later date.

Cost

The CMP will require administration to invoice participating local agencies, make bill payments and audit the Cities. In order to expedite the preparation of this plan, the agreement provides for the Gateway Cities Council of Governments (COG) to provide administrative services and its costs to be shared by all the participating cities.

The estimated budget for FY 2013-14 is shown in Exhibit A. The total annual costs will be approximately \$140,000 which includes monitoring and administrative costs. There is also a one-time setup cost of approximately \$20,000 for CMP preparation. Exhibit A provides the share of cost for each city. The formula is based on the area of the city plus a base cost of \$846.86.

The Los Angeles River TMDL Technical and Steering Committees which are comprised of agency representatives has approved the City of Los Angeles as the CMP contractor. The City of Los Angeles has been conducting Metals CMP activities for the past 3 years and has provided the cost estimate for adding Bacteria CMP activities. The Scope of Services is attached as Exhibit B.

Subsequent year budgets are expected to remain the same with CPI adjustments provided that the Regional Board approves the CMP and does not require substantial amendments.

Execution and Activation of the CMP Agreement

Representatives from 37 participating cities and agencies have indicated their intent to participate in this coordinated plan. However, Caltrans is under a new statewide permit and has not indicated their intent to participate. Two cities have indicated they will not participate and three other agencies have not indicated their intent; these non-participating cities are being re-contacted by the COG.

FISCAL IMPACT:

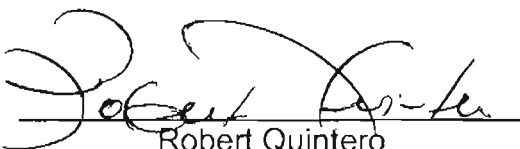
Monterey Park's share of cost for the Bacteria TMDL CMP is \$2,542.58. The first invoice will be sent no later than July 31, 2013, with the understanding that all agencies

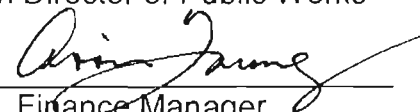
will execute the agreement not later than March 31, 2013. Subsequent annual invoices will be sent no later than July 31st of each year.

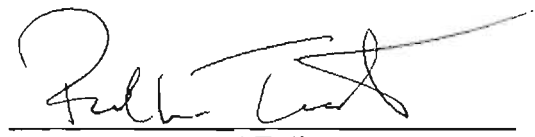
RECOMMENDATION:

Staff recommends that City Council:

- 1) Approve entering into an agreement with the Gateway Cities Council of Governments to implement the Bacteria TMDL Coordinated Monitoring Plan;
- 2) Authorize the City Manager to execute the agreement (in a form approved by the City Attorney); and
- 3) Appropriate \$2,542.58 in refuse funds for the City's share of cost.

By: 
Robert Quintero
Interim Director of Public Works


Finance Manager
Annie Yaung

Approved: 
Paul Talbot
City Manager

Attachments –

MOU with GCCOG

Exhibit A – Year 1 costs for participating cities

Exhibit B – City of Los Angeles TMDL Monitoring Program

EXHIBIT A

Year 1 Costs Bacteria TMDL	Area in Square Miles	Distribution	Base Rate (\$)	Allocation on Square Miles (\$)	Total Rate (\$)
Alhambra	7.6	0.013004471	864.86	1,664.57	2,529.44
Arcadia	10.93	0.018702482	864.86	2,393.92	3,258.78
Bell	2.74	0.004688454	864.86	600.12	1,464.99
Bell Gardens	2.48	0.004243564	864.86	543.18	1,408.04
Bradbury	1.4	0.002395560	864.86	306.63	1,171.50
Burbank	17.35	0.029687838	864.86	3,800.04	4,664.91
Caltrans*	11.24	0.000000000	0.00	0.00	0.00
Calabasas*	5.58	0.000000000	0.00	0.00	0.00
Carson	0.88	0.001505781	864.86	192.74	1,057.60
Commerce	6.56	0.011224912	864.86	1,436.79	2,301.65
Compton*	8.6	0.000000000	0.00	0.00	0.00
Cudahy	1.12	0.001916448	864.86	245.31	1,110.17
Downey	5.66	0.009684909	864.86	1,239.67	2,104.53
Duarte	2.3	0.003935564	864.86	503.75	1,368.62
El Monte*	6.97	0.000000000	0.00	0.00	0.00
Glendale	30.62	0.052394328	864.86	6,706.47	7,571.34
Hidden Hills	1.57	0.002686450	864.86	343.87	1,208.73
Huntington Park	3.03	0.005184677	864.86	663.64	1,528.50
Irwindale	1.89	0.003234007	864.86	413.95	1,278.82
La Canada Flintridge	8.57	0.014664252	864.86	1,877.02	2,741.89
Lakewood	0.0844	0.000144418	864.86	18.49	883.35
Long Beach	16.66	0.028507169	864.86	3,648.92	4,513.78
City of Los Angeles	281.44	0.481576087	864.86	61,641.74	62,506.60
Lynwood	4.85	0.008298906	864.86	1,062.26	1,927.12
Maywood*	1.18	0.000000000	0.00	0.00	0.00
Monrovia	10.34	0.017692925	864.86	2,264.69	3,129.56
Montebello	8.36	0.014304918	864.86	1,831.03	2,695.89
Monterey Park	7.66	0.013107138	864.86	1,677.71	2,542.58
Paramount	4.34	0.007426237	864.86	950.56	1,815.42
Pasadena	22.7	0.038842301	864.86	4,971.81	5,836.68
Pico Rivera	3.12	0.005338677	864.86	683.35	1,548.22
Rosemead	5.14	0.008795129	864.86	1,125.78	1,990.64
San Fernando	2.41	0.004123786	864.86	527.84	1,392.71
San Gabriel	4.12	0.007049792	864.86	902.37	1,767.24
San Marino	3.76	0.006433791	864.86	823.53	1,688.39
Sierra Madre	2.99	0.005116233	864.86	654.88	1,519.74
Signal Hill	1.13	0.001933559	864.86	247.50	1,112.36
South El Monte*	2.09	0.000000000	0.00	0.00	0.00
South Gate	7.48	0.012799137	864.86	1,638.29	2,503.15
South Pasadena	3.43	0.005869123	864.86	751.25	1,616.11
Temple City	4.01	0.006861569	864.86	878.28	1,743.15
Vernon	5.08	0.008692462	864.86	1,112.64	1,977.50
Unincorporated LA County Areas	80.61	0.137932946	864.86	17,655.42	18,520.28
Total	584.4144	1	32,000.00	128,000.00	160,000.00

* indicates no response or non-participation

Los Angeles River Bacteria TMDL Ambient Monitoring Program

EXHIBIT B

Estimated Annual Cost of Monitoring

Prepared by City of Los Angeles - Watershed Protection Division

Field Work	No. Sampling Sites	Cost per Site	Total Cost per Month	Events per Year	Annual cost
Grab Sampling: <i>Main Stem (Segments A-E) and Tributaries</i>	16	\$ 200.00	\$ 3,200.00	12	\$ 38,400.00
<i>Subtotal</i>					\$ 38,400.00
Laboratory Analysis			No. Samples (per yr) ^c	Cost Per Sample ^d	Annual cost
<i>E. coli (Idexx Collert, chromogenic substrate method)</i>			216	\$ 44.87	\$ 9,691.92
<i>Subtotal</i>					\$ 9,691.92
Equipment & Supplies					Annual Cost
Miscellaneous Consumables					\$ 2,000.00
Sterile Bottles and preservative					\$ 500.00
<i>Subtotal</i>					\$ 2,500.00
Program Management					Annual Cost
Supervision, Coordination w/ Lab, Data Management, Reporting, etc. (<i>recurring costs</i>)					\$ 20,000.00
<i>Subtotal</i>					\$ 20,000.00
As Required by MS-4 Permit					
Water Quality Measurements ^a <i>(pH, Temp, DO, Conductivity)</i>	16	\$ 50.00	\$ 800.00	12	\$ 9,600.00
Flow Measurements ^b	16	\$ 250.00	\$ 4,000.00	12	\$ 48,000.00
Total Annual Cost					\$ 128,191.92

Program Management	First Year Cost only
Monitoring Plan and Quality Assurance Plan Development (<i>one time cost</i>)	\$ 15,000.00
Reporting Template Set up (<i>one time cost</i>)	\$ 5,000.00
Total One Time Program Cost	\$ 20,000.00

Footnotes:

^a The TMDL does not require water quality measurements (pH, temperature, Dissolved O₂, conductivity); cost is optional depending on Stakeholders' preference.

^b The TMDL does not explicitly require Flow Measurements; however, Flow Measurements would be necessary to calculate bacteria loads for each of the River segments and Tributaries.

^c The number of samples per year includes a Field Blank and Field Duplicate for each sample event.

^d The cost per sample could increase if the min/max reporting limits need to be expanded. For example, two Idexx test kits would be needed (per sample) to quantify bacteria concentrations between 1 MPN/100 mL and 2.4 Million MPN/100 mL.

MEMORANDUM OF AGREEMENT
BETWEEN
THE GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND
THE CITY OF Monterey Park

REGARDING THE ADMINISTRATION AND COST SHARING OF THE
COORDINATED MONITORING PLAN FOR THE LOS ANGELES RIVER AND
TRIBUTARIES BACTERIA TMDL

This Memorandum of Agreement ("Agreement") is made and entered into as of the date of the last signature set forth below by and between the Gateway Cities Council of Governments, a California joint powers authority ("GCCOG"), and the City of Monterey Park a California municipal corporation ("City"); (hereinafter "Party" or "Parties") with respect to the following:

RECITALS

WHEREAS, the mission of the GCCOG includes environmental planning and providing technically sound science and analyses to its member cities and agencies; and

WHEREAS, eighteen of the GCCOG's member cities are located within the Los Angeles River watershed and the GCCOG has established effective working relationships with the adjacent Councils of Governments; and

WHEREAS, the GCCOG has previously entered into interagency agreements, successfully partnering with various cities, SCAG, and CALTRANS to undertake projects and studies of regional significance; and

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region ("Regional Board") adopted the Los Angeles River and Tributaries Bacteria Total Maximum Daily Load (TMDL) in July of 2010, with the intent of improving water quality in the Los Angeles River and its tributaries; and

WHEREAS, the Parties recognize that the TMDL is not self-enforcing, but is legally enforceable once incorporated into the National Pollutant Discharge Elimination System Permit for Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges; and

WHEREAS, this TMDL regulates the discharge of runoff from, forty-two cities tributary to the Los Angeles River and the unincorporated areas of Los Angeles County and CALTRANS, herein referred to as collectively the "Regulated Entities" or singularly a "Regulated Entity", requiring a high degree of organization and cooperation from the local watershed agencies; and

WHEREAS, this TMDL requires the preparation of a Coordinated Monitoring Plan ("CMP") and ongoing monitoring by the Regulated Entities once the CMP is approved by the Regional Board; and

WHEREAS, the Regulated Entities are also responsible for preparing Load Reduction Strategies (LRS) to reduce the amount of bacteria being discharged into the Los Angeles River and Tributaries and the Regulated Entities will retain responsibility for the preparation of the LRS, but will benefit from the monitoring information generated by the CMP, and

WHEREAS, a Los Angeles River Bacteria TMDL Technical Committee, consisting of representatives from the Regulated Entities, has been established with the purpose of preparing and submitting the CMP to the Regional Board; and

WHEREAS, the Regulated Entities agree to prepare a CMP by March 23, 2013, the adoption and initial funding of this Agreement will be by the Regulated Entities; and

WHEREAS, the Regulated Entities agree to implement the CMP upon approval by the Regional Board; and

WHEREAS, the CMP requires administrative services that the Regulated Entities desire the GCCOG to coordinate, including contracting for the development of both the draft and final CMP and other related activities; and

WHEREAS, the GCCOG has agreed to provide administrative services to the Regulated Entities to facilitate the successful implementation of the CMP; and

WHEREAS, the Regulated Entities have agreed to share in fully funding the costs of the CMP, including those costs incurred by the GCCOG in administering this Agreement, based on the cost allocation formula contained in Exhibit A and the estimated implementation plan in Exhibit B of this Agreement; and

WHEREAS, the GCCOG and the Regulated Entities agree to employ consultants as needed to prepare the CMP, and the Regulated Entities are willing to pay the consultants for their services through the GCCOG; and

WHEREAS, from time to time, special studies will need to be conducted in support of the CMP and to evaluate Load Reduction Strategies; and

WHEREAS, GCCOG will execute similar cost-sharing agreements with all other Regulated Entities before this agreement becomes enforceable, unless stated otherwise elsewhere in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is to cooperatively fund the preparation of and implementation of the CMP.

Section 3. Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this Agreement.

Section 4. Voluntary Nature. This Agreement is voluntarily entered into for the implementation of the CMP.

Section 5. Term. The term of this Agreement shall remain and continue in effect until the scheduled final dry-weather TMDL deadline of March 23, 2028,

Section 6. Coordinated Monitoring Plan. The Los Angeles River Bacteria TMDL CMP consists of: collection of samples, laboratory analysis, characterization, special studies, reporting, and other regulatory requirements.

Section 7. Assessment for Proportional Costs of the CMP. The City of Monterey Park agrees to provide funds to the GCCOG in the amount shown in Exhibit A and the estimated implementation costs in Exhibit B attached hereto and made a part of this Agreement by this reference. The GCCOG will invoice the City upon the execution of this Agreement, based on allocated CMP costs, which includes all administrative costs incurred by the GCCOG in the performance of its duties under this Agreement. The GCCOG administrative costs include compensation for staff time, audit expenses, and costs incurred in administering agreements. Any overpayment or underpayment of the CMP costs shall be credited or billed to the City. Costs are subject to change depending upon the number of participating Regulated Entities and recommendations of the Technical Committee based upon new or modified requirements of the Regional Board.

Section 8. Role of the GCCOG. The GCCOG shall enter into substantially and materially similar agreement with each of the Regulated Entities to effectuate the CMP, invoice and collect from the Regulated Entities the estimated amounts identified in Exhibit A.

Section 9. Invoice and Payment.

- a) The GCCOG shall invoice each Regulated Entity not later than July 30, 2013.
- b) Delinquent Payments – A Regulated Entity's payment is considered to be delinquent 60 days after being invoiced by the GCCOG. The following procedure may be implemented to attain payments from the delinquent Regulated Entity or Entities per instructions from the Technical Committee: 1) verbally contact/meet with the manager from the delinquent Regulated Entity

or Entities, 2) submit a formal letter to the delinquent Regulated Entity or Entities from the GCCOG attorney, and 3) notify the Regional Board that the delinquent Regulated Entity or Entities are no longer a participating member of the CMP. If a Regulated Entity or Entities remain delinquent after the above procedures, then any delinquent amount(s) will be distributed in the following year's invoice amongst all remaining Regulated Entities proportionate to each Entity's area as it relates to the overall remaining total Regulated Entities area, excluding the delinquent Regulated Entity or Entities. The Technical Committee will revise Exhibit A to show the recalculated costs for each participating Regulated Entity; these revised exhibits will be sent to the GCCOG and included with the annual invoices to the Regulated Entities.

- c) Interest Accrual – Any interest accrued on the funds collected per this Agreement during the term of this Agreement shall be redeposited into the appropriate account and used for implementation of the CMP. The GCCOG shall report on an annual basis to the Technical Committee the amount of interest accrued by the CMP account(s).
- d) Excess Funds – Any collected funds not spent in any annual period shall remain in the appropriate account and used for implementation of the CMP or special studies as directed by the Technical Committee.

Section 10. Independent Contractor.

- a) The GCCOG is and shall at all times remain a wholly independent contractor for performance of the obligations described in this Agreement. The GCCOG officers, employees and agents performing such obligations shall at all times be under the GCCOG's exclusive control. The Regulated Entities shall not have control over the conduct of the GCCOG or any of its officers, employees or agents, except as set forth in this Agreement. The GCCOG, and its officers, employees, or agents are not and shall not be deemed to be employees of the Regulated Entities.
- b) No employee benefits shall be available to the GCCOG in connection with the performance of its obligations under this Agreement. The GCCOG is solely responsible for the payment of salaries, wages, other compensation, employment taxes, worker's compensation, or similar taxes for its employees for performing obligations hereunder.

Section 11. Indemnification.

To the fullest extent permitted by law, the City of Monterey Park and the GCCOG agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney

fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.

Section 12. Termination of Agreement.

Either Party may terminate this Agreement for any reason, in whole or part, by giving the other Party thirty (30) days written notice thereof. The City of Monterey Park shall be responsible for the allocated costs of CMP activities incurred up to the date of the termination. GCCOG shall notify in writing all Regulated Entities within fourteen (14) days of receiving written notice from any Regulated Entity that intends to terminate this Agreement. The remaining Regulated Entities shall be responsible for increasing their cost contribution proportionally based upon the land area as shown in Exhibit A.

Section 15. Miscellaneous.

- a) Notices. All notices which any Party is required or desires to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GCCOG:

**Richard Powers
Executive Director
16401 Paramount Boulevard
Paramount, California 90723**

To City of Monterey Park

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

- b) Separate Accounting and Auditing. The GCCOG agrees to establish a separate account to track the revenues from the Regulated Entities and the expenses from of the CMP. Quarterly financial statements and the annual audit will be made available to all of the participating Regulated Entities.
- c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each Party to this Agreement and their respective heirs, administrators, representatives, successors and assigns.
- d) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by an instrument in writing signed by the Parties.
- e) Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.
- f) Law to Govern; Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- g) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- i) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and constructed without the invalid, void, or unenforceable provision(s).
- j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to both Parties to this Agreement.
- k) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

- l) Agency Authorization. Each of the persons signing below on behalf of a Party represents and warrants that he or she is authorized to sign this Agreement on behalf of such Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF MONTEREY PARK

Paul Talbot, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DATE: _____

GATEWAY CITIES
COUNCIL OF GOVERNMENTS

Gene Daniels, President

ATTEST:

Richard Powers, Secretary

ORAL AND WRITTEN COMMUNICATIONS

Staff Report City of Monterey Park

DATE: January 16, 2013

TO: Paul Talbot, City Manager
FROM: Dan Costley, Recreation & Community Services Director
SUBJECT: Facility Agreement – West San Gabriel Valley Boys & Girls Club

Staff is recommending the City Council authorize the City Manager to execute an agreement, in a form approved by the City Attorney, to allow the West San Gabriel Valley Boys and Girls Club to utilize up to nine City of Monterey Park parking spaces.

DISCUSSION:

The non-profit Boys & Girls Club of West San Gabriel Valley was established in 1972. It serves over 1,500 children a day at the main club and ten school sites. One of the key components of its program is the ability to transport children to the program. The request is for a license to use up to nine parking spaces in the Civic Center parking lots, (as designated by the City Manager), to the West San Gabriel Valley Boys & Girls Club for parking the club vans. (Attachment A)

FISCAL IMPACT:

No appreciable fiscal impact.

RECOMMENDATION:

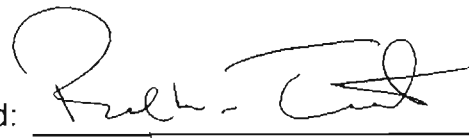
1. Consider authorizing the City Manager to execute an agreement, in a form approved by the City Attorney, to license the West San Gabriel Valley Boys & Girls Club to utilize up to nine (9) parking spaces at the Monterey Park Civic Center.
2. Take such additional, related action that may be desirable.

By:



Dan Costley
Recreation and Community
Services Director

Approved:



Paul Talbot
City Manager

**LICENSE AGREEMENT BETWEEN THE
CITY OF MONTEREY PARK AND
WEST SAN GABRIEL VALLEY BOYS AND GIRLS CLUB**

THIS LICENSE is made and executed this 20th day of December, 2012, between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), and the West San Gabriel Valley Boys and Girls Club, a 501(c) 3 non-profit organization ("LICENSEE").

1. LICENSE; DESCRIPTION OF PROPERTY. CITY licenses LICENSEE to use, on the terms and conditions in this License, real property located at the Monterey Park Civic Center in Monterey Park CA 91754 ("Property"). CITY's action is not, and should not be construed to be, a conveyance of a property interest or a lease; it is a license to use property only.

2. USE OF PROPERTY.

- A. LICENSEE may temporarily use the Property for the purposes of parking up to 9 vehicles operated by the LICENSEE.
- B. CITY may change, amend, or terminate LICENSEE's use of Property at any time, and in its sole discretion, verbally or in writing.

3. TERM. Except as provided in Section 4, the term of this license will begin on December 20, 2012 and end on December 20, 2015. Upon mutual written agreement between the parties, this License may be renewed for additional time of twelve or eighteen months.

4. TERMINATION.

- A. As stated above, CITY may terminate this License at any time with or without cause, upon written or verbal notification. Termination will be effective upon notification, unless CITY specifies otherwise.
- B. LICENSEE may terminate this License at any time in writing at least five (5) days before the effective termination date.
- C. By executing this document, LICENSEE waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.
- D. Upon termination, LICENSEE will remove all personal property and improvements from Property within two (2) days. Property will be left in a clean and orderly fashion.

5. COMPENSATION. In exchange for the use of the facilities at Property, LICENSEE agrees to pay CITY a sum of one dollar (\$1) for the term of this License.

6. **CONDEMNATION.** If all or part of Property is acquired by eminent domain or purchase in lieu thereof, LICENSEE acknowledges that it will have no claim to any compensation awarded for the taking of Property or any portion thereof or for loss of or damage to LICENSEE's improvements.

7. **RELOCATION BENEFITS.** LICENSEE acknowledges that it has been informed that CITY is a public entity and that Property was previously acquired by CITY for a public purpose. LICENSEE further acknowledges that any rights acquired under this License arose after the date of acquisition of Property and that said rights are subject to termination when Property is needed by CITY. LICENSEE hereby acknowledges that at the time of said termination of this License by CITY, it will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

8. **ALTERATIONS.** LICENSEE will not make, or cause to be made, any alterations to Property, or any part thereof, without CITY's prior written consent.

9. **HAZARDOUS/TOXIC WASTE.** CITY has not, nor, to CITY's knowledge, has any third party used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within Property in violation of any law or regulation. LICENSEE agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within Property in violation of any law or regulation. LICENSEE agrees to defend and indemnify CITY, to the extent stated in Section 12, against any and all losses, liabilities, claims or costs arising from any breach of any warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

10. **SIGNS.** LICENSEE will not place any sign upon Property without CITY's prior written consent. LICENSEE will pay for all costs of any approved signage and comply with all applicable sign codes and ordinances.

11. **ASSIGNMENT.** LICENSEE will not be permitted to assign this License or any interest therein.

12. **INDEMNIFICATION.**

- A. **LICENSEE will hold CITY harmless and free from any and all liability arising out of this License, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this License, or its performance, pursuant to this License, LICENSEE will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise.**

- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. LICENSEE expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.
- D. It is expressly understood and agreed that the foregoing provisions will survive termination of this License.
- E. The requirements as to the types and limits of insurance coverage to be maintained by LICENSEE as required by Section 13 below, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by LICENSEE pursuant to this License, including but not limited to the provisions concerning indemnification.

13. INSURANCE.

- A. Before commencing performance under this License, and at all other times this License is effective, LICENSEE will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$1,000,000
Workers compensation	Statutory limits

- B. Commercial general liability insurance will meet or exceed the requirements of the most current ISO Forms. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable except upon thirty (30) days prior written notice to CITY except for nonpayment of premiums which may be cancelable upon ten (10) day notice.
- C. LICENSEE will furnish to CITY duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this

License and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- D. Should LICENSEE, for any reason, fail to obtain and maintain the insurance required by this License, CITY may obtain such coverage at LICENSEE's expense and charge the cost of such insurance to LICENSEE under this License or terminate pursuant to Section 4.
- E. All policies required by this Agreement must allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and deductible of the policy in lieu of LICENSEE (as the named insured) should LICENSEE fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the City Attorney and the Finance Director. LICENSEE understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by LICENSEE as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on LICENSEE's behalf upon the LICENSEE's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against LICENSEE for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

14. COMPLIANCE WITH LAW. LICENSEE will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to Property and will faithfully observe in the use of Property all applicable laws. The judgment of any court of competent jurisdiction, or the admission of LICENSEE in any action or proceeding against LICENSEE, whether CITY be a party thereto or not, that LICENSEE has violated any such ordinance or statute in the use of Property will be conclusive of that fact as between CITY and LICENSEE.

15. BREACH OF AGREEMENT. The violation of any of the provisions of this License will constitute a breach of this License by LICENSEE, and in such event said License will automatically cease and terminate.

16. WAIVER OF BREACH. Any express or implied waiver of a breach of any term of this License will not constitute a waiver of any further breach of the same or other term of this License.

17. ENTRY BY CITY AND PUBLIC. This License does not convey any property interest to LICENSEE. Except for areas restricted because of safety concerns, CITY and the general public will have unrestricted access upon Property for all lawful acts.

18. INSOLVENCY; RECEIVER. Either the appointment of a receiver to take possession of all or substantially all of the assets of LICENSEE, or a general assignment by the LICENSEE for the benefit of creditors, or any action taken or offered by LICENSEE under any insolvency or bankruptcy action, will constitute a breach of this License by LICENSEE, and in such event said License will automatically cease and terminate.

19. NOTICES. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this License or by law to be served on or given to either party to this License by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to LICENSEE at:

West San Gabriel Valley Boys and Girls Club
328 South Ramona Avenue
Monterey Park, California 91754
Attn: John Man

To CITY: City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754
Attn: Paul Talbot, City Manager
Attn: Dan Costley, Director Recreation & Community Services

With a copy to: Jenkins and Hogin
1230 Rosecrans Avenue #110
Manhattan Beach, California 90266
Attn: (Mark Hensley)

Either party may change its address for the purpose of this Section by giving written notice of the change to the other party.

20. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that agreements ancillary to this License and related documents to be entered into in connection with this License will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

21. GOVERNING LAW. This License has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this License will be in Los Angeles County.

22. **PARTIAL INVALIDITY.** Should any provision of this License be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this License will remain in effect, unimpaired by the holding.

23. **ENTIRE AGREEMENT.** This instrument and its Attachments constitute the sole agreement between CITY and LICENSEE respecting Property, the use of Property by LICENSEE, and the specified License term, and correctly sets forth the obligations of CITY and LICENSEE. Any agreement or representations respecting Property or its licensing by CITY to LICENSEE not expressly set forth in this instrument are void.

24. **CONSTRUCTION.** The language of each part of this License will be construed simply and according to its fair meaning, and this License will never be construed either for or against either party.

25. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this License and to engage in the actions described herein. This License may be modified by written agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

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

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

CITY OF MONTEREY PARK

LICENSEE

Paul Talbot,
City Manager

ATTEST:

David Barron,
City Clerk

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

By: _____

Staff Report City of Monterey Park

DATE: January 16, 2013

TO: Paul Talbot, City Manager

FROM: Dan Costley, Recreation & Community Services Director

SUBJECT: Lease of a portion of Service Club at a reduced rate to Lions Club/White Cane Day Inc.

Staff is recommending the City Council authorize the City Manager to execute an agreement, in a form approved by the City Attorney, to continue to allow the Monterey Park Lions Club and White Cane Day, Inc. to lease a portion of the Service Club at a reduced rate.

DISCUSSION:

The Lions Club of Monterey Park is a non-profit organization that is part of Lions Club International. The Lions Club mission is to help the blind, prevent blindness and promote the awareness of the plight of the visually impaired. The Lions Club of Monterey Park operates the 'for profit' business entity known as White Cane Day, Inc. which sell miniature white canes to Lions Clubs throughout the world. These are used as part of the fundraising effort to help prevent blindness.

The Lions Club of Monterey Park has been an integral part of the community - formed in the 1940's, the club is responsible for building three major components of Barnes Park – the Service Club, the Picnic Shelter, and the original Amphitheatre. In recent years the club has done eye screening exams for children who attend public schools in Monterey Park – for this past year, it did 2,500 eye exams. Other projects it has been involved with include donations to international disaster relief, and support for Merci and City special events. At its peak in the 70's and 80's, the club had about 150 members, now the club has about 30 members from Monterey Park and surrounding areas.

The White Cane Day, Inc. operation is housed in an addition to the Service Club that was built by the City to partially mitigate the loss of the White Cane's previous home at the corner of Newmark Avenue and Garfield Avenue, which was eventually developed into the CVS Shopping Center.

In 2000, the City entered into a 25 year lease with the Lions Club of Monterey Park and the White Cane Day, Inc. with a monthly lease rate of \$325 per month - nine years later, the Lions Club/White Cane Day groups approached the City to request a reduction in the monthly rate to \$160 per month. The groups cited the poor economy and the reduction in revenue from the sale of the White Canes (Attachment A) – the amendment was approved by the City Council and included a section that allows the City Manager to

extend the agreement for up to three years if the tenant can show a net loss in its business operation.

Staff does not believe that the space at the Service Club could be commercially leased to a different organization.

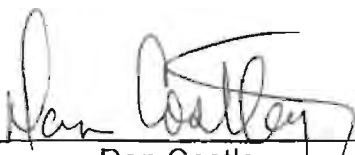
FISCAL IMPACT:

1. The amount of rent is scheduled to return to \$3,900 per year (\$325 per month) for the year 2013; remaining at the current rent of \$160 per month will result in a reduction of \$1980 per year, for a three year reduction of \$5,940. If the lease does not continue at all, there would be an additional reduction in revenue of \$1920 per year, or a total of \$5760 additionally for the three years.

RECOMMENDATION:

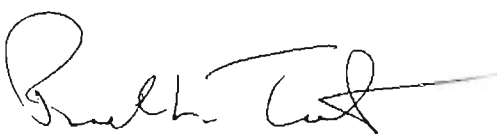
1. Consider authorizing the City Manager to execute an agreement, approved by the City Attorney, to extend the current lease rate of \$160 per month for three years, beginning February 1st, 2013, between the City of Monterey Park and the Lions Club of Monterey Park, along with White Cane Day, Inc.; and
2. Take such additional, related action that may be desirable.

By:



Dan Costley
Recreation and Community
Services Director

Approved:



Paul Talbot
City Manager

**FIRST AMENDMENT TO
LEASE BETWEEN
THE CITY OF MONTEREY PARK AND
LIONS CLUB OF MONTEREY PARK and WHITE CANE DAY, INC.**

THIS FIRST AMENDMENT ("Amendment") is made and entered into this ____ day of January 2013, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation existing under the laws of California ("CITY"), LIONS CLUB OF MONTEREY PARK, and WHITE CANE DAY, INC., (collectively, "TENANT").

1. Pursuant to Section 20.5 of the Agreement entered into between the parties on or about September 30, 2000, Section 3.1 is amended to read as follows:

"Effective February 1st, 2013, on the first day of each and every calendar month, Tenant agrees to pay Landlord as "Base Rent" for the Leased Premises, the sum of ONE HUNDRED SIXTY DOLLARS (\$160.00) per month.

2. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

4. Except as modified by this Amendment, all other terms and conditions of the Agreement remain the same.

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

CITY OF MONTEREY PARK

Lions Club of Monterey Park,
a California corporation

White Cane Day, Inc.,
a California Corporation,

Paul Talbot,
City Manager

By: _____

Its: _____

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

By: _____

By: _____

Its: _____

Staff Report City of Monterey Park

A

DATE: December 16, 2009

TO: June Yotsuya, City Manager

FROM: Harry Panagiotes, Recreation and Parks Director 

SUBJECT: Rent Reduction – Lions Club White Cane Day Inc

The Lions Club of Monterey Park and White Cane Day Inc. are requesting the City Council consider reducing the rent paid for the Service Club House Room 130. The Mayor has requested this item to be placed on the City Council agenda.

DISCUSSION:

The Lions Club of Monterey Park operates a separate business entity, known as White Cane Day, Inc. This business manufactures and supplies miniature "White Canes" to all Lion's Clubs throughout the world. These individual Lion's Clubs, associated with Lions Club International, use these White Canes to hold fundraising activities to raise money for vision screening, blindness prevention and awareness. These White Canes are given to people who donate money as a show of support to the cause (Attachment A)

This operation is housed at the Service Club, in an addition that was constructed in the year 2000. Previously, the operation was housed in a metal fabricated building near the corner of Newmark and Garfield Ave. The White Canes Day Inc. rented space from the previous owner of that property. When the City obtained the corner property in the late 90's, to develop a CVS and other businesses, part of the City's mitigation was to find a new location for the White Cane Operation.

The City decided to build a small addition to the Service Club House on the North side, to accommodate the White Canes machinery and some area for storage. Upon completion of the addition in 2000, the City, the Lions Club and White Cane Day Inc. agreed on a lease arrangement for the site for a 25 year term at a monthly lease rate of \$325.00 (Attachment B).

The White Cane operation is an Incorporated "for profit" company, and pays for their operational cost (including rent) by charging the individual Lion's Club for the White Canes they order.

The downturn in the economy has affected the fundraising efforts of the Lion's Clubs worldwide, and fewer requests for the miniature White Canes have resulted in a loss of revenue for the operation. Attachment (C) shows the revenue and expense for the last two tax years.

The Lions Club of Monterey Park and the White Cane Day, Inc have spoken to the Mayor, and have sent in a letter requesting the City Council to consider the reduction of rent to \$160.00 per month (approximately one half).

The Lions Club of Monterey Park is a non- profit organization (Service Club) with a mission to help the blind, prevent blindness and promote the awareness of the plight of the visually impaired. In addition, they take on service club projects to better their community. They are responsible for the construction of the original picnic pavilion in Barnes Park, the original amphitheater, and more recently the refurbishment of the Service Club House Building. In addition they have contributed to the City's Special Events.

Attachment (D) shows the Lions Club annual revenues and expenses for the current year, as well as their revenue and expenses for their annual breakfast.

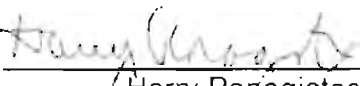
Staff feels that an amendment to the existing contract is allowable under Section 20.5 of the current lease agreement. Staff feels that the amendment include a reasonable time period, three years with a re-evaluation at the end of the time period to determine if it is necessary to continue. The City Manager, or designee may extend the amendment for up to an additional three years if the operation does not show a profit.

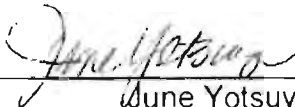
FISCAL IMPACT:

The amount of rent currently paid is \$3,900 per year. If the amount is reduced to \$160.00 per month, the result will amount to \$1,920.00 per year. This results in a \$1,980 reduction per year.

RECOMMENDATION:

Approve an amendment to the Lease Agreement between the City of Monterey Park (Landlord) and the Lions Club of Monterey Park and White Canes Day Inc. (Tenant), that is agreeable to the City Attorney, to change the tenant's rent payment of Room 130 of the Service Club House to \$160.00 per month for a period of three years from the signing date of the amendment, with the provision that the City Manager, or designee may grant an additional three year extension.

By: 
(Harry Panagiotes
Recreation and parks Director

Approved: 
June Yotsuya
City Manager



B

MONTEREY PARK LION CLUB P O BOX 1, MONTEREY PARK, CA 91754

November 30, 2009

Mr. Harry Panagiotes
Director Park and Recreation Services
320 West Newmark Avenue
Monterey Park, California 91754

RECEIVED
NOV 30 2009

Re: Lions Club of Monterey Park and White Cane Day, Inc./Lease Agreement

Dear Mr. Panagiotes:

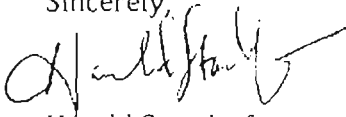
In September of 2000, the Lions Club of Monterey Park with White Cane Day Inc. and the City of Monterey Park entered into an agreement for lease of space at the Service Club House at 440 South McPherrin Avenue in Monterey Park. The agreement was made for 25 years, effective August 1, 2001. The terms of the lease agreement include a monthly rental payment of \$325 ((\$3,900 annually). Club and White Cane Day materials stored at this location include equipment utilized by the Club for the annual fundraiser (Ham 'n Egg Breakfast) and equipment for the storage and manufacturing of White Canes.

The Club and White Cane Days have used the proceeds from these fundraising activities to benefit the citizens of greater Monterey Park. Every year, club members can be seen throughout the City seeking donations during White Cane Days and preparing food at the annual breakfast. Community activities include annual vision screening of students at the elementary schools serving Monterey Park children, support for the visually impaired and blind and participation in the annual Health Fair sponsored by the City. The funds generated through these activities are also used to pay the rent for the space at the City Club House.

Unfortunately, over the past several years, due to a number of factors, the Club and White Cane Days has not been able raise funds in the amounts generated in prior years. Over the past three years, proceeds from the annual Ham 'n Egg Breakfast have declined by more than 40%. Income from the sale of the White Canes to other Lions Clubs has also declined. The drop in income to the Club and White Cane Days, attributed to a weaker economy thus less funds raised, increased cost of petroleum products (the key ingredient in the manufacturing of the canes), decline in Lions Clubs utilizing the canes and declining membership have all contributed to a much bleaker economic outlook for both of these organizations.

On behalf of the Monterey Park Lions Club and White Cane Day Inc. Effective January 2010, I am requesting that the City of Monterey Park lower the rent payment on the facility to \$160.00 per month. A reduction in rent would allow the Club and White Cane Day to continue to support the various activities in the community that support children and adults.

Sincerely,

A handwritten signature in black ink, appearing to read "Harold Standerfer", with a stylized flourish at the end.

Harold Standerfer
President Monterey Park Lions Club
2009/2010



WHITE CANE

History

In 1921, James Biggs, a photographer from Bristol, England, became blind following an accident. Because he was feeling uncomfortable with the amount of traffic around his home, he painted his walking stick white to be more easily visible.

In 1930, the late George A. Bonham, President of the Peoria Lions Club (Illinois) introduced the idea of using the white cane with a red band as a means of assisting the blind in independent mobility. The Peoria Lions approved the idea, white canes were made and distributed, and the Peoria City Council adopted an ordinance giving the bearers the right-of-way to cross the street. News of the club's activity spread quickly to other Lions clubs throughout the United States, and their visually handicapped friends experimented with the white canes. Overwhelming acceptance of the white cane idea by the blind and sighted alike quickly gave cane users a unique method of identifying their special need for travel consideration among their sighted counterparts.

Also in 1931, in France, Guilly d'Herbement recognized the danger to blind people in traffic and launched a national "white stick movement" for blind people. She donated 5,000 white canes to people in Paris.

Today white cane laws are on the books of every state in the US and many other countries, providing blind persons a legal status in traffic. The white cane now universally acknowledges that the bearer is blind. For specific information contact your local government office for motor vehicles.

White Cane Safety Days

To make the American people more fully aware of the meaning of the white cane and of the need for motorists to exercise special care for the blind person who carries it, on October 6, 1964, the U.S. Congress approved a resolution authorizing the President of the US to annually issue a proclamation **designating October 15th as "National White Cane Safety Day."** *

The National Federation of the Blind (NFB), a leading organization for the blind, has established the **third week in May as "White Cane Week."** * During this week, a special concentration of efforts to educate the public concerning the hopes and aspirations of the blind is emphasized.

In keeping with the Lions' established tradition of assisting the blind, your Lions club can do much to promote community awareness of the white cane law by seeing that all driver education manuals prominently include the law. Request that local radio, TV and newspaper

media periodically feature news of the law's existence and its wording in detail. Contact offices of local government officials to request a proclamation. In the United States, the President's annual White Cane Safety Day proclamation may be found on the White House web site www.whitehouse.gov (news; proclamations)

** The above referenced dates are suggested dates. Lions clubs are free to hold awareness and fund raising events according to the schedule of the club and the community it serves.*

White Cane Resources

Promotional: www.lionsclubs.org (visit the "Club Resource Center")

- Club Public Relations Chairperson Guide (PR710)
- Sample news releases

Informational:

- National Federation of the Blind (NFB)
Web: www.nfb.org
 - "model White Cane law"
 - history
- Schools for the blind; blindness and low vision experts and organizations
- Vehicle Code for your area
Web: www.dmv.org

Fundraising information and supplies:

- Lions Clubs International Club Supplies Catalog carries the collection can and white cane sticker tags.
E-mail: clubsupplies@lionsclubs.org
Phone: 630-571-5466, ext 252
- White Cane Days, Inc., P.O. Box 1, Monterey Park, CA 91754, USA Phone: 626-307-9569; fax: 626-307-1611

Health & Children's Services Department

630-468-6768

fax: 630-706-9121

programs@lionsclubs.org

LEASE

This Lease ("Lease") is made effective as of September 30, 2000 by and between the CITY OF MONTEREY PARK, a public body corporate and politic ("Landlord"), and the following California Corporations (collectively, "Tenant"): LIONS CLUB OF MONTEREY PARK and WHITE CANE DAY, INC. Landlord and Tenant are sometimes hereinafter referred to as a "Party" and collectively as the "Parties".

1. DESCRIPTION OF THE PREMISES

For and in consideration of the rents, covenants, and agreements hereinafter agreed to by Tenant to be paid, kept and performed, Landlord leases unto Tenant and Tenant rents from Landlord the following described premises, described on Exhibit A and depicted on Exhibit B, both of which are attached hereto and incorporated herein (hereinafter "Leased Premises"), situated in the City of Monterey Park, County of Los Angeles, State of California:

ROOM 130
SERVICE CLUB HOUSE
("SERVICE CLUB")
440 S. MCPHERRIN AVENUE
MONTEREY PARK, CALIFORNIA 91754

2. TERM

2.1. Term. The term (the "Term") of this Lease shall commence August 1, 2001, (the "Commencement Date") and shall continue for 25 consecutive years thereafter through September 30, 2026 (the "Expiration Date"), unless terminated earlier in accordance with the provisions of this Lease.

2.2. Holding Over. Tenant shall vacate the Leased Premises upon the expiration or earlier termination of the Term. Tenant shall reimburse Landlord for and indemnify Landlord against all damages which Landlord incurs from Tenant's delay in vacating the Leased Premises. If Tenant does not vacate the Lease Premises upon expiration or earlier termination of the Term of this Lease and Landlord thereafter accepts Rent (as defined below) from Tenant, Tenant's occupancy of the Leased Premises shall be a "month-to-month" tenancy, subject to all terms and conditions of this Lease.

3. RENT

3.1 Base Rent. Upon occupancy of Leased Premises, on the first day of each and every calendar month during the Term, Tenant agrees to pay Landlord as "Base Rent" for the Leased Premises, the sum of THREE HUNDRED TWENTY FIVE DOLLARS (\$325.00) per month. Base Rent for the first month of the Term, or portion thereof, shall be paid concurrent with the execution of this Lease. If the Term begins on a day other than the first day of a calendar month

or ends on a day other than the last day of a calendar month, then the rental for such partial month(s) shall be prorated based on a 30-day month.

3.2 Interest; Late Charges. All amounts due and unpaid under this Lease shall accrue interest from the date due until paid at the lesser of the prime or reference rate charged by the Bank of America, N.A. plus three percent (3%) or the highest rate permitted by law (the "Default Rate"). It is agreed between the Parties that if any installment of Base Rent or any Additional Rent is due but unpaid five (5) days after said Rent is due, a five percent (5%) late charge shall be immediately added to the amount owing and shall also be due and payable. The Parties acknowledge that Tenant's failure to promptly pay Rent may cause Landlord to incur unanticipated losses, that the exact amount of such costs is extremely difficult to ascertain, and the late charge represents the reasonable estimate of those losses to Landlord.

4. OTHER CONSIDERATION

4.1 Building Design Services. Tenant shall provide to Landlord within 90 days following the date of this Lease building plans and specifications ("Building Plans") for Landlord's construction of the Leased Premises, an approximate [1,600] square foot addition to the existing Service Club, described in Exhibit C. Building Plans will be provided to Landlord's satisfaction and approval, and Landlord may make such changes to Building Plans as are reasonably required to meet Landlord's budget and other requirements. Landlord will implement, at Landlord's expense, the approved Building Plans to substantial completion prior to the Commencement Date.

4.2 Parking Lot Design Services. Tenant shall provide to Landlord within 90 days following the date of this Lease parking plans and specifications ("Parking Plans"), for Landlord's reconfiguration of the parking area adjacent to the Service Club House, described in Exhibit D. Parking Plans will be provided to Landlord's satisfaction and approval, and Landlord may make such changes to Parking Plans as are reasonably required to meet Landlord's budget and other requirements.

5. DELIVERY AND CONDITION OF LEASED PREMISES

5.1 Delivery. Landlord shall deliver physical possession of the Leased Premises to Tenant on the Commencement Date of this Lease.

5.2 Condition. Tenant hereby accepts the Leased Premises in its existing "AS IS" condition as of the date hereof subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises, and any easements, licenses, covenants, conditions or restrictions of record, and accepts this Lease subject thereto and subject to all matters disclosed thereby. Tenant acknowledges that Landlord has not made any representation or warranty whatsoever as to the condition of the Leased Premises. Landlord shall not be liable for any latent or patent defects in or about the Leased Premises. Tenant

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hereby waives all other express or implied warranties or representations regarding any latent or patent defects in the Leased Premises.

6. USE OF PREMISES

6.1 Use. Pursuant to this Lease, Tenant shall use the Leased Premises solely for the following uses:

- (a) General Office Uses of Tenant, as defined in Section 6.2;
- (b) Assembly of the white cane fund raising paraphernalia; and,
- (c) Storage in accordance with Sections 6.3, 6.4 and 6.5.

No other use shall be permitted on the Leased Premises without the written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion.

6.2 General Office Uses Defined. As used herein, "General Office Uses of Tenant" shall mean such activities that are customarily associated with the operation of tenant's business, including the hiring and staffing of employees, the admittance of invitees and/or licensees, and general office administration. In no event, however, shall any signs (identifying or otherwise) be posted by tenant at either the Premises or the Service Club area.

All proposed uses not specified in the above mentioned list are subject to the written approval of the City Manager.

6.3 Limitations on Use.

(a) Tenant shall not use or allow the Leased Premises to be used in violation of any applicable law, regulation or ordinance, nor shall Tenant cause, maintain or permit any nuisance in or about the Leased Premises.

(b) Tenant shall not commit or cause to be committed any waste in or upon the Leased Premises.

(c) Tenant shall not do or permit anything to be done in or about the Leased Premises that in any way increases the existing rate of any fire or other insurance, or that causes a cancellation of any insurance policy covering the Leased Premises or any part of them or any of the contents thereof, or which constitutes an activity specifically excluded from any insurance policy covering the Leased Premises.

7

(d) Tenant acknowledges that other portions of the Service Club House are used by others for meetings or assemblies. Tenant agrees to cease noisy activities at these times and maintain reasonable quiet. In no event shall Tenant interfere with meetings or assemblies held at the Service Club.

6.4 Suitability; Compliance with Laws. Tenant acknowledges that neither Landlord nor agent of Landlord has made any representation or warranty with respect to the Leased Premises or with respect to its suitability for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Leased Premises except as provided in Section 4 above. Tenant shall, at Tenant's own cost and expense, comply with all applicable zoning and other statutes, ordinances, regulations, and requirements of all governmental entities, whether Federal, State, county or municipal, relating to Tenant's use and occupancy of the Leased Premises, whether such statute, ordinances, regulations, and requirements be now in force or hereinafter enacted. Tenant agrees to secure any federal, state or local licenses or permits before the Commencement Date of this Lease. The judgment of any court of competent jurisdiction, or the admission by Tenant in a proceeding brought against Tenant by any governmental entity, that Tenant has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between Landlord and Tenant and shall be grounds for termination of this Lease by Landlord.

6.5 Hazardous Materials. Tenant agrees and represents and warrants that it shall not use or incorporate or permit or suffer to be used or incorporated in the construction of any improvements or any other work in the Leased Premises, knowingly or unknowingly, any Hazardous Materials (as defined below). Tenant agrees and represents and warrants that it shall not use or store, or permit or suffer to be used or stored in connection with Tenant's occupancy of the Leased Premises during the Term hereof, any Hazardous Materials. Tenant further agrees and represents that it shall not dispose or permit the disposal of any Hazardous Materials on, in or about the Leased Premises. As used herein, "Hazardous Materials" means, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any other substance or material as may be defined as a hazardous, toxic or dangerous substance, material, waste, pollutant or contaminant under any federal, state or local environmental law, ordinance, rule or regulation as now or at any time hereafter in effect.

6.6 Parking. Tenant shall have use, for vehicular parking on an equal priority with members of the general public of available parking spaces in the parking lot adjacent to the Service Club, but in no event shall Tenant have any reserved or exclusive use of any space or spaces in the lot except as specified to the contrary in the approved Parking Plans.

6.7 Access to the Premises. Tenant shall use only the entrance connecting directly to the Premises when the Service Club House is otherwise closed.

6.8 Signage. Tenant shall not affix, add, or construct any signs, banners, artwork or other graphic display on the Premises without written authorization by Landlord.

7. UTILITIES AND TAXES

7.1 Utility Services. Except for electricity (and phone and cable TV, if desired), which shall be paid by Tenant, Landlord shall pay for gas, water and other standard utilities, including the monthly monitoring and maintenance fees for the security system serving the Leased Premises, used by Tenant on or in connection with the Leased Premises from and after the delivery of possession thereof by Landlord until the expiration or earlier termination of the Term.

7.2 Telephone. Tenant, at its sole cost and expense, shall pay for all telephone costs incurred during the Term.

7.3 Real Property Taxes; Possessor Interest Tax. Landlord shall pay any real property taxes on the Leased Premises, including any fees, taxes, assessments and other charges, that are levied and assessed against the Leased Premises, and that become payable during the Term; provided, however, that Tenant shall be responsible, at its sole cost and expense, for the payment of lighting assessments and any possessor interest tax assessed against the Leased Premises during the Term.

7.4 Personal Property Taxes. Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall have personal property taxed separately from the Leased Premises. If any taxes on Tenant's personal property are levied against Landlord or Landlord's property, or if the assessed value of the Leased Premises is increased by the inclusion of a value placed on Tenant's personal property, and if Landlord pays the taxes on any of these items or the taxes based on the increased assessment of these items, Tenant, on demand, shall immediately reimburse Landlord, as Additional Rent, for the sum of the taxes levied against Landlord, or the proportion of the taxes resulting from the increase in landlord's assessment. Landlord shall have the right to pay these taxes regardless of the validity of the levy.

8. MAINTENANCE AND REPAIRS

8.1 Condition of Premises. By accepting occupancy Tenant shall be deemed to have agreed that the Leased Premises are in a clean and sanitary condition and good state of repair, and in a condition suitable for the use authorized under this Lease.

8.2 Exterior Maintenance and Repair. Landlord shall maintain in good order, condition and repair all exterior portions of the Leased Premises, including landscaping, except for any repair necessitated by the wrongful act of Tenant or its agents, employees or invitees. Landlord shall bear all costs associated with such maintenance.

8.3 Interior Maintenance and Repair

(a) Tenant's Obligations

(i) Except as outlined in Section 8.3(b), Tenant, at its sole cost and expense, shall keep and maintain the interior portion of the Leased Premises, including and without limitation, all facilities appurtenant to the Leased Premises and the interior surface of exterior walls, windows, window frames, doors, door frames, locks, plate glass, interior ceiling, all electrical equipment including all light fixtures and all sign fixtures and sign panels, in a clean and wholesome condition, free of any objectionable noise, odors or nuisances. All health and police regulations applicable to the Leased Premises shall, in all respects and at all times, be fully complied with by Tenant.

(ii) Tenant shall report to Landlord and/or any designee of Landlord identified in writing to Tenant by Landlord any damage to the Leased Premises within twenty-four (24) hours of discovery of the damage. Tenant shall not make any repairs to, or enter into a contract for the repair of, the Leased Premises without the prior approval of Landlord. Tenant shall bear all costs associated with the repair of any interior portion of the Leased Premise during the Term.

(iii) In the event Tenant fails to make repairs and/or perform janitorial services and maintain the interior of the Leased Premises or any part thereof in good order and condition, Landlord may give Tenant ten (10) days notice to do such acts as are reasonably required to so maintain the Leased Premises. In the event Tenant fails to promptly commence such work within said ten (10) day period and diligently prosecute same to completion, then Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended, together with interest thereon at the Default Rate from the date of payment by Landlord until the date of repayment by Tenant shall be paid by Tenant as Additional Rent. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Leased Premises by Tenant as a result of performing any such work.

(b) Landlord Obligations. Notwithstanding the foregoing, Landlord shall have no maintenance obligation whatsoever with respect to the Leased Premises.

9. SECURITY

9.1 No Representations by Landlord. Landlord makes no representations on the safety of the Premises and its environs. Tenant is hereby advised and Landlord recommends, tenant contact the local law enforcement agency for information regarding safety at Premises.

9.2 Landlord not Responsible. Landlord is not responsible to Tenant for loss of valuables located or stored upon the Premises.

10. ALTERATION OF LEASED PREMISES

Tenant shall not make any alterations or additions to the Leased Premises, including the painting, renovating, or redecorating of the Leased Premises, nor make any contract thereof without first procuring Landlord's written consent. Any proposal by Tenant to make any alterations or additions to the leased Premises shall be accompanied by detailed plans (the "Plans") depicting the proposed work, and Tenant may not proceed with any such work unless and until Tenant has received written authorization from Landlord to proceed with the work depicted in the Plans and Tenant has acquired all required governmental approvals, including building permits, for the alteration of the Leased Premises.

11. INSURANCE

11.1 Liability Insurance. Subject to Section 11.2 below, Tenant shall maintain, at its sole cost and expense, general liability insurance insuring Tenant against liability for injuries to persons and damage to property arising out of the operation, use or occupancy of the Leased Premises. Such general liability insurance shall at all times have a limit of not less than One Million Dollars (\$1,000,000) per occurrence. The policy shall include an additional insured endorsement in favor of Landlord.

11.2 General Insurance Provisions

(a) Executed copies of all policies, or certificates evidencing the existence and amounts of such insurance, shall be delivered to Landlord by Tenant no later than ten (10) days after Commencement Date, and thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Landlord thirty (30) days prior to the expiration of any such policy.

(b) Each policy shall provide that such policy shall not be cancelable or subject to reduction of coverage or other modification during the Term except after thirty (30) days prior written notice to Landlord.

(c) All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies, qualified to do business in the state of California and reasonably acceptable to Landlord.

(d) All policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant.

(e) All policies shall be written as primary policies, not contributing with, and not in excess of coverage which Landlord may carry.

(f) All policies shall insure performance by Tenant of the indemnity provisions of Section 13. The limits of said insurance shall not, however, limit the liability of Tenant hereunder.

(g) In the event Tenant fails to maintain any of the insurance set forth above, Landlord may, but shall not be required to, obtain such insurance on behalf of Tenant and, in such event, Tenant shall reimburse Landlord immediately on demand as Additional Rent, for the cost incurred by Landlord together with interest on such cost at the Default Rate from the date of the cost is incurred by Landlord to the date same is reimbursed to Landlord by Tenant.

11.3 Waiver. Landlord and Tenant hereby waive their rights (and, to the extent permitted by law, the subrogation rights of their respective insurers) against each other (including the officers, employees, agents, authorized representatives, and invitees of same) with respect to any claims (including, but not limited to claims for injury to any person(s), and/or damage the Leased Premises and/or any fixtures, equipment, personal property, furniture, improvements and/or alterations in or to the Leased Premises) which are caused by or result from risks insured against under any valid and collectible insurance contract or policy carried by Landlord or Tenant (whichever the case may be) and in force at the time of any such injury and/or damage. However, the above waiver shall apply only to the extent that such claim is covered by such insurance contracts or policies. Tenant shall obtain (for Landlord) from its insurer(s) under each policy required to be obtained pursuant to Sections 11.1 above, a waiver of all rights of subrogation which such insurer(s) of Tenant might have against Landlord.

12. ASSIGNMENT AND SUBLETTING

Tenant shall not voluntarily or by operation of law assign, license, franchise, transfer, mortgage or otherwise encumber all or any part of Tenant's interest in this Lease or in the Leased Premises, and shall not sublet, franchise, or license all or any part of the Leased Premises, without the prior written consent of Landlord in each instance, which consent may be granted or withheld in Landlord's sole and absolute discretion, and any attempted assignment, license, franchise, transfer, mortgage, encumbrance or subletting without such consent shall be wholly void.

12.1 Management. In the event Landlord determines, in its discretion, that Tenant has failed to exercise adequate management and control of the operations hereunder permitted to be conducted on the Leased Premises, then Landlord shall have the right to notify Tenant that Tenant is in default under this Lease (as provided in Section 16 below) and/or to select a person or entity to manage and operate the Leased Premises, and to coordinate the public availability of the Leased Premises, with the cost therefore to be borne by Tenant.

12.2 Effect of Assignment. No approved subletting or assignment shall relieve Tenant of its obligation to pay all Rent and to perform all of the other obligations to be performed by Tenant hereunder. Tenant shall pay Landlord for Landlord's attorneys' fees for the review of any proposed assignment or sublease as provided herein. The acceptance of Rent by Landlord

from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

13. INDEMNITY

Tenant shall defend (by counsel reasonably satisfactory to Landlord), and shall indemnify and hold Landlord forever harmless from and against any and all "Losses and Liabilities" incurred as a direct or indirect result of any violation of any laws or ordinances applicable to the Leased Premises, whether occasioned by the neglect of Tenant or otherwise. Tenant shall defend (by counsel reasonably satisfactory to Landlord), and shall indemnify and hold Landlord forever harmless from and against all Losses and Liabilities arising directly or indirectly from or in connection with (i) any accident or other occurrence on or about the Leased Premises causing injury to any person or property whomsoever or whatsoever, (ii) any failure of Tenant in any respect to comply with and perform all the requirements and provisions of this Lease, and (iii) Tenant's occupancy of the Leased Premises. As used herein, "Losses and Liabilities" shall mean and include all claims, causes of action, liabilities, losses, damages, injuries, expenses (including, without limitation, reasonable attorney's fees and court costs), charges, penalties or costs of whatsoever character, nature and kind, whether to property or to person, and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent.

14. LANDLORD'S RIGHT OF ENTRY

14.1 Inspection; Utilities. Tenant shall permit Landlord or a designee of Landlord to enter the Leased Premises at all times for the purpose of inspecting the Leased Premises to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Leased Premises under this Lease or to perform Landlord's duties under this Lease. Landlord also reserves and shall at any and all times have the right to enter the Leased Premises without abatement of Rent, in connection with any emergency or any utilities to be provided by Landlord to Tenant hereunder, to submit said Leased Premises to inspection by prospective purchasers or tenants or prospective or existing mortgagees, to post notices of non-responsibility and "for lease" signs, and/or to alter, improve or repair the Leased Premises. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby.

14.2 Keys. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, excluding Tenant's vaults and safes, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, the existence of which shall be determined by Landlord in its sole discretion, in order to obtain entry to the Leased Premises. Any entry to the Leased Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a

detainer of, the Leased Premises, or an eviction of Tenant from the Leased Premises or any portion thereof.

15. DAMAGE OR DESTRUCTION

15.1 Damage. In the event the Leased Premises are damaged or destroyed, then Landlord shall have the option to either (1) repair or restore such damage, this Lease continuing in full force and effect with Base Rent to be abated to the extent of that portion of the Leased Premises which is unusable by Tenant, or (2) give notice to Tenant terminating this Lease as of the date of such damage or destruction. In the event of the giving of such notice, this Lease shall expire and all interest of Tenant in the Leased Premises shall terminate and all Rent shall be paid to the date of such termination; provided, however, that Landlord agrees to refund to the Tenant any Rent theretofore paid in advance for any period of time subsequent to such date.

15.2 Damage Reporting. All damages sustained to the Leased Premises shall be brought to the attention of Landlord and/or designee no later than twenty-four (24) hours after discovery of the damage by Tenant.

16. DEFAULT AND REMEDIES

16.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

- (a) Any failure by Tenant to pay any Rent at the time said payment is due;
- (b) The abandonment or vacation (defined to be ten (10) or more days of continuous absence from the Leased Premises) of the Leased Premises by Tenant;
- (c) The failure by Tenant to observe and perform any provision of this Lease to be observed or performed by Tenant, where such failure continues for fifteen (15) days after written notice thereof by Landlord to Tenant: provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said fifteen (15) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion;
- (d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets or Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

16.2 Termination. In the event of any such default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such termination. In the event that Landlord shall elect to so terminate this Lease then Landlord may recover from tenant:

(a) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(b) The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus

(e) At Landlord's election, such other amount in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

As used in subparagraphs (a) and (b) above, the "worth at the time of award" is computed by allowing interest at the Default Rate. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

16.3 Additional Remedies.

(a) In the event of the vacation or abandonment of the Leased Premises by Tenant (as defined in Section 16.1(b) above), and if Landlord does not elect to terminate this Lease under Section 16.2 above, then Landlord may, pursuant to Section 1951.4 of the Civil Code of the State of California, recover all Rent as it becomes due.

(b) Landlord entry into the Leased Premises for maintenance purposes or in an attempt to relet the Leased Premises shall not be considered to terminate Tenant's right to possession of the Leased Premises and no entry of the Leased Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Landlord may at any time after any default by Tenant elect to terminate this Lease pursuant to Section 16.2 above.

(c) The rights of Landlord under this Lease shall be cumulative to all other rights or remedies now or hereafter available to Landlord at law or in equity.

17. SUBORDINATION; ATTORNMENT

17.1 Subordination. Upon request of Landlord or any mortgagee or beneficiary of Landlord, Tenant shall, in a writing provided by Landlord or any mortgagee or beneficiary of Landlord, subordinate its rights hereunder to the lien of any mortgage or deed of trust, now or hereafter in force against the Leased Premises, and to all advances made or hereafter to be made upon the security thereof, provided that such Mortgage shall not materially impair Tenant's rights under this Lease, or impose any additional obligations upon Tenant. Tenant further agrees, upon request of Landlord or any mortgagee or beneficiary of Landlord, to provide to Landlord and/or any such mortgagee or beneficiary, financial statements of Tenant and the principal owners of Tenant within ten (10) days after request therefor.

17.2 Attornment. In the event any proceedings are brought for the foreclosure of any mortgage or deed of trust encumbering the Leased Premises, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the landlord under this Lease.

18. SURRENDER

By entry hereunder, Tenant accepts the Leased Premises as being in good and sanitary order, condition and repair and agrees on the last day of the Term, or sooner termination of this Lease, to surrender unto Landlord the Leased Premises in the same condition as when received, reasonable use and wear excepted, and to remove all of the Tenant's personal property from the Leased Premises. Tenant shall, upon the request of Landlord, remove from the Leased Premises those trade fixtures and other improvements identified by Landlord and installed in the Leased Premises by or at the direction of Tenant, if any, and Tenant shall repair any damage occasioned by such removal.

19. NOTICES

19.1 Location. All communications, notices and demands of any kind that either Party may be required to give to or serve on the other Party shall be made in writing and delivered personally via Federal Express, or other like overnight delivery source, or sent by certified United States mail to the following addresses:

To Landlord: City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754
Attn: Chris Jeffers, City Manager

C

With a copy to: Brown, Winfield & Canzoneri, Inc.
300 South Grand Avenue, Suite 1500
Los Angeles, California 90071-3125
Attn: Joshua Gottheim, Esq.

To Tenant: Lion's Club of Monterey Park
P.O. Box 1
Monterey Park, California 91754

19.2 Effective Date. Any such notice shall be presumed to have been received on the earlier of (i) personal delivery to the address(es) shown above, (ii) one (1) day after delivery to Federal Express or other like overnight delivery service, or (iii) forty-eight (48) hours after posting in the United States mail. Either Party may change its address by giving the other Party written notice of its new address in the manner provided herein.

20. MISCELLANEOUS

20.1 Attorney's Fees. If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or possession of the Leased Premises, or because of the breach of any term, covenant, or provision hereof, the prevailing Party in said action shall be entitled to recover from the Party not prevailing costs of suit, including reasonable attorney's fees and court costs incurred by the prevailing Party in the action.

20.2 Estoppel Certificate. Within ten (10) days after request by Landlord (which request may be from time to time as often as reasonably required by Landlord), Tenant shall execute and deliver to Landlord a statement substantially in the form of Exhibit E, attached hereto. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Leased Premises. Tenant's failure to deliver such statement within ten (10) days of Landlord's written request therefore shall be a binding agreement of Tenant (i) that this Lease is in full force and effect without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance hereunder, and (iii) that not more than one monthly installment of the Base Rent has been paid in advance. Further, such failure to deliver such certificate (showing any exceptions to any of the statements of fact required thereby) shall be a material default under this Lease.

20.3 Binding on Successors and Assigns. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the Parties, their heirs, personal representatives, and permitted successors and assigns.

20.4 Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provisions. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be

a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

20.5 Entire Agreement: Amendments. There are no oral or written agreements or representations between the Parties affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, agreements and understandings, if any, between the Parties with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. All reliance by either Party with respect to representations and warranties shall be solely upon the representations and agreements contained in this Lease. No amendment or addition to this Lease shall be binding upon the Parties unless in writing, signed and delivered by the party to be charged.

20.6 Time. Time is of the essence of this Lease.

20.7 No Broker. Tenant represents and warrants that it has dealt with no real estate brokers, leasing agents or finders in connection with or arising out of any of the transactions contemplated by this Lease, and covenants and agrees to indemnify, defend and hold Landlord harmless from any and all losses, liability, damages and expenses (including reasonable attorneys' fees and costs), that may arise from a breach of this representation and warranty.

20.8 Severability. If any provisions of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the Parties that if any provision of this Lease is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

20.9 Applicable Law. The laws of the State of California shall govern the validity, performance and enforcement of this Lease. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

20.10 Waiver of Redemption Rights. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise. The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.

20.11 No Reservation or Option. The submission of this Lease for examination does not constitute a reservation of or option for the Leased premises, and this Lease shall become effective as a lease only upon execution thereof by Landlord and Tenant.

20.12 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original document.

20.13 Approvals. Wherever in this Lease Landlord's consent or approval is required, such consent or approval may be given by the City Manager of Landlord, unless the City Manager determines that approval of the City Council of Landlord with respect to such consent or approval is required.

20.14 Captions. The captions of the paragraphs of this Lease and the Exhibits attached hereto are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

20.15 Tenant's Joint and Several Liability. The parties which make up Tenant shall be jointly and severally liable under this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date and year first above written.

APPROVED AS TO FORM:

"LANDLORD"

City of Monterey Park,
a public body corporate and politic

By: _____

Landlord's Attorney

By: _____

Its: _____

Kevin A. Jimenez
director of Economic Development

"TENANT"

Lions Club of Monterey Park,
a California corporation

White Cane Day, Inc.,
a California corporation

By: _____
Tenant's Attorney (if applicable)

By: Anthony Wong
Its: President Monterey Park Lions Club

By: Maynard Frost
Its: President White Cane Day, Inc.

Staff Report City of Monterey Park

DATE: January 16, 2013

TO: Paul Talbot, City Manager
FROM: Dan Costley, Recreation & Community Services Director
SUBJECT: Chamber of Commerce Lease of El Encanto

Staff is recommending the City Council authorize the City Manager to execute an agreement, in a form approved by the City Attorney, to continue to allow the Monterey Park Chamber of Commerce to lease El Encanto.

DISCUSSION:

Originally constructed in 1928, El Encanto was rededicated in February 1994 after its renovation with State of California Historic Grant Funds. This Grant limits El Encanto's possible uses. The building is approximately 1,300 square feet, including the main room, two small rooms, a kitchen and restrooms. The City has leased the building to the Monterey Park Chamber of Commerce for its business office since 1995. Currently, the Chamber of Commerce is utilizing the facility on a month to month extension of the last lease, which ran from March 2004 to February 2007 (Attachment A).

The proposed agreement (Attachment B) has one major change from the most recent agreement: The base rent has been changed from \$700.00 per month to one dollar a year in exchange for eliminating most Civic uses of the facility; the Chamber of Commerce has been renting out the facility for a variety of parties and reservation groups in order to make money. Given the historic nature of the building, having a large number of extra events is having an adverse affect on the facility. This restriction does not apply to any event that the Chamber of Commerce sponsors, so it is still able to do its Business to Business lunches, meetings, trainings and social events. In addition, the building will still be available for delegation visits, and the general public can come in during regular business hours to see the building.

The Chamber of Commerce will continue to work with City staff to maintain the historic nature of the building, including office furnishings, photographs, and decorations. The Chamber of Commerce will be responsible for all interior maintenance issues, except for the sealing of floor tiles, the buffing of floors, and the 'high dusting' of the ceiling. The City will be responsible for the maintenance of the grounds.

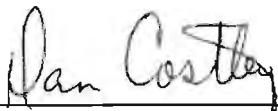
FISCAL IMPACT:

1. The proposed change in the monthly rent will result in a decrease of approximately \$8,400 per year, for a total of just over \$25,000 for the three year term of the lease. The Chamber of Commerce is responsible for the day to day maintenance of the facility, including cleaning the restrooms, scrubbing the floors, washing the windows, and emptying the trash; the cost for a commercial janitorial service would be approximately \$7,500 per year, for a total of \$22,500 for the three year term of the lease

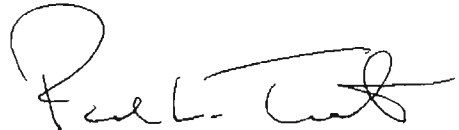
RECOMMENDATION:

1. Consider authorizing the City Manager to execute a three year lease, in a form approved by the City Attorney, between the Monterey Park Chamber of Commerce and the City for the lease of El Encanto and
2. Take such additional, related action that may be desirable.

By: _____


Dan Costley
Recreation and Community
Services Director

Approved: _____


Paul Talbot
City Manager

LEASE

This Lease is made as of the 1st day of March, 2004, by and between the CITY OF MONTEREY PARK, a public body corporate and politic ("Landlord"), and MONTEREY PARK CHAMBER OF COMMERCE, a public body corporate and politic ("Tenant"). Landlord and Tenant are sometimes hereinafter referred to as a "Party" and collectively as the "Parties".

I. DESCRIPTION OF THE PREMISES

For and in consideration of the rents, covenants, and agreements hereinafter agreed to by Tenant to be paid, kept and performed, Landlord leases unto Tenant and Tenant rents from Landlord the following described premises, described on Exhibit "A" and depicted on Exhibit "D", both of which are attached hereto and incorporated herein (hereinafter "Leased Premises"), situated in the City of Monterey Park, County of Los Angeles, State of California:

Jardin El Encanto
700 El Mercado Avenue
Monterey Park, California 91754

2. TERM

2.1 Term. The term (the "Term") of this Lease shall commence on March 1, 2004 (the "Commencement Date") and end on February 28, 2007 (the "Expiration Date"), unless terminated earlier in accordance with the provisions of Section 17.2 of this Lease.

2.2 Holding Over. Tenant shall vacate the Leased Premises upon the expiration or earlier termination of the Term. Tenant shall reimburse Landlord for and indemnify Landlord against all damages which Landlord incurs from Tenant's delay in vacating the Leased Premises. If Tenant does not vacate the Lease Premises upon expiration or earlier termination of the Term of this Lease and Landlord thereafter accepts Rent (as defined below) from Tenant, Tenant's occupancy of the Leased Premises shall be a "month-to-month" tenancy, subject to all terms and conditions of this Lease.

3. RENT

3.1 Base Rent. On the first day of each and every calendar month during the Term, Tenant agrees to pay Landlord as "Base Rent" for the Leased Premises, the sum of Seven Hundred Dollars (\$700) per month. Base Rent for the first month of the Term, or portion thereof, shall be paid concurrent with the execution of this Lease. If the Term begins on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then the rental for such partial month (s) shall be prorated based on a 30-day month.

3.2 Additional Rent. All amounts due from Tenant to Landlord under this Lease other than Base Rent shall constitute "Additional Rent". The Base Rent and Additional Rent are sometimes collectively referred to as "Rent". Rent shall be paid to Landlord, without deduction or offset, at the office of Landlord or to such other person or at such other place as Landlord may designate in writing.

3.3 Interest; Late Charges. All amounts due and unpaid under this Lease shall accrue interest from the date due until paid at the lesser of the prime or reference rate charged by the Bank of America, N.A. plus three percent (3%) or the highest rate permitted by law (the "Default Rate"). It is agreed between the Parties that if any installment of Base Rent or any Additional Rent is due but unpaid five (5) days after said Rent is due, a five percent (5%) late charge shall be immediately added to the amount owing and shall also be due and payable. The Parties acknowledge that Tenant's failure to promptly pay Rent may cause Landlord to incur unanticipated losses, that the exact amount of such costs is extremely difficult to ascertain, and the late charge represents the reasonable estimate of those losses to Landlord.

4. DELIVERY AND CONDITION OF LEASED PREMISES

4.1 Delivery. Landlord shall deliver physical possession of the Leased Premises to Tenant on the Commencement Date of this Lease.

4.2 Condition. Tenant hereby accepts the Leased Premises in its existing "AS IS" condition as of the date hereof subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises, and any easements, licenses, covenants, conditions or restrictions of record, and accepts this Lease subject thereto and subject to all matters disclosed thereby. Tenant acknowledges that Landlord has not made any representation or warranty whatsoever as to the condition of the Leased Premises. Landlord shall not be liable for any latent or patent defects in or about the Leased Premises. Tenant hereby waives all other express or implied warranties or representations regarding any latent or patent defects in the Leased Premises.

5. USE OF PREMISES

5.1 Use. Pursuant to this Lease, Tenant shall use the Leased Premises solely for the following uses:

- (a) General Office Uses of Tenant, as defined in Section 5.2; and
- (b) Operation, Management and Rental of the Leased Premises for Civic Uses, as defined in Section 5.3.

No other use shall be permitted on the Leased Premises without the written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion.

5.2 General Office Uses Defined. As used herein, "General Office Uses of Tenant"

shall mean such activities that are customarily associated with the operation of tenant's business, including the hiring and staffing of employees, the admittance of invitees and/or licensees, and general office administration.

5.3 Civic Uses Defined. As used herein, "Civic Uses" shall mean such uses as may promote the general welfare of the City and its citizens. The following are permissible Civic Uses; however, they are not intended to be an exclusive list of all Civic Uses, but instead are intended to serve as a guideline in determining whether a potential use is considered a Civic Use for purposes of this Lease:

- (a) Community organization meetings and functions;
- (b) Luncheons;
- (c) Art displays and exhibits for local artists;
- (d) Visitor tours;
- (e) Business or cultural seminars;
- (f) Craft fairs;
- (g) Display and sale of City of Monterey Park souvenirs, gifts and historical items; and
- (h) Press conferences.

All proposed uses not specified in the above mentioned list are subject to the written approval of the City Manager. Tenant may charge a use fee for the Leased Premises, as provided in the "Rules and Regulations" attached hereto as Exhibit "B" and incorporated herein, as may be amended by Landlord from time to time.

5.4 Limitations on Use.

(a) The availability of the Leased Premises shall be subject to the Rules and Regulations, which Tenant agrees to abide by and cause its employees, agents, invitees, and licensees to so abide. Any failure by Tenant to abide by the Rules and Regulations shall constitute a material default under this Lease.

(b) The main hall of the building, as depicted on Exhibit "D" attached hereto, shall maintain its historic fabric including the display of historical items, and any furniture necessary for conducting meetings and/or functions on the Leased Premises.

(c) The rooms labeled "small room" on Exhibit "D", shall be occupied by Tenant's staff and used for the operation of Tenant's business.

(d) The upper level of the Leased Premises shall only be used as a secondary office and for the storage of light objects. No heavy objects, shall be stored upstairs, nor shall any meetings and/or tours be conducted on the upper level.

(e) Tenant shall outfit the Leased Premises, including desks, tables, chairs and lighting, in a manner that is consistent with the historical character and design of the Leased Premises.

(f) No item shall be hung from any interior or exterior wall of the Leased Premises without the prior written consent of Landlord.

5.5 Uses Prohibited

(a) The Parties recognize that the Leased Premises are an important historical landmark for the City of Monterey Park and were originally built for the benefit of the public. Therefore, Tenant shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct, interfere or otherwise destroy the historical nature of the Leased Premises and its availability to the public for visitation and/or rental, including, but not limited to, (i) re-decorating and/or re-furnishing the Leased Premises in a manner that in any way alters or destroys the historical character of the Leased Premises, without the written consent of Landlord, (ii) making alterations to the structure of the Leased Premises, (iii) impeding and/or preventing the availability of the Leased Premises to the public during the Public Hours (as defined below), refusing to accept appointment during the Mandatory Appointment Hours (as defined below), or failing to observe the hours of operation specified in Section 5.6 below, or (iv) with the exception of Display/Sale Items approved by Landlord, the sale of any other merchandise, food, or beverages. Tenant will take such steps as Landlord may require to prevent any such interference, obstruction, or destruction.

(b) Tenant shall not use or allow the Leased Premises to be used in violation of any applicable law, regulation or ordinance, nor shall Tenant cause, maintain or permit any nuisance in or about the Leased Premises.

(c) Tenant shall not commit or cause to be committed any waste in or upon the Leased Premises.

(d) Tenant shall not do or permit anything to be done in or about the Leased Premises that in any way increases the existing rate of any fire or other insurance, or that causes a cancellation of any insurance policy covering the Leased Premises or any part of them or any of the contents thereof, or which constitutes an activity specifically excluded from any insurance policy covering the Leased Premises.

5.6 Tenant's Operation of Business. Subject to the Rules and Regulations:

(a) Tenant shall have the right to operate its business in the Leased Premises Monday through Friday, during the hours of 9:00 a.m. to 5:00 p.m. Tenant may, at its discretion, accept appointments for the use of the Leased Premises by others during business hours.

(b) Notwithstanding the continued operation of Tenant's business, the Leased Premises shall be open for visitation by the general public, without the requirement of an

appointment and at no charge, Monday through Friday during the hours of 9:00 a.m. to 5:00 p.m. (the "Public Hours").

(c) The Leased Premises shall be available for use by others, by appointment, during the hours of 5:00 p.m. to 10:00 p.m. Monday through Friday, and 9:00 a.m. to 10:00 p.m. on Saturday and Sunday. It is agreed between the Parties that Tenant must act reasonably, and not capriciously and arbitrarily, in the acceptance and/or denial of appointments. Such appointments will follow the current rules established by resolution of the City Council related to the rental of City facilities, as may be modified from time to time.

(d) Tenant must adequately staff its business with sufficient employees, and must conduct Tenant's business at all times in a lawful manner.

5.7 Flags. Tenant shall be responsible for the raising of the flags located on the Leased Premises at 9:00 a.m. and the lowering of the flags at 5:00 p.m., Monday through Friday. Notwithstanding the above mentioned days and hours, Tenant shall raise and/or lower the flags on any other day, and/or any other time, as directed by Landlord. Landlord shall provide such flags upon execution of this Lease and shall retain the discretion to change the nature of the flags as Landlord so desires.

5.8 Suitability; Compliance with Laws. Tenant acknowledges that neither Landlord nor agent of Landlord has made any representation or warranty with respect to the Leased Premises or with respect to its suitability for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Leased Premises. Tenant shall, at Tenant's own cost and expense, comply with all applicable zoning and other statutes, ordinances, regulations, and requirements of all governmental entities, whether Federal, State, county or municipal, relating to Tenant's use and occupancy of the Leased Premises, whether such statute, ordinances, regulations, and requirements be now in force or hereinafter enacted. Tenant agrees to secure any federal, state or local licenses or permits before the Commencement Date of this Lease. The judgement of any court of competent jurisdiction, or the admission by Tenant in a proceeding brought against Tenant by any governmental entity, that Tenant has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between Landlord and Tenant and shall be grounds for termination of this Lease by Landlord.

5.9 Hazardous Materials. Tenant agrees and represents and warrants that it shall not use or incorporate or permit or suffer to be used or incorporated in the construction of any improvements or any other work in the Leased Premises, knowingly or unknowingly, any Hazardous Materials (as defined below). Tenant agrees and represents and warrants that it shall not use or store, or permit or suffer to be used or stored in connection with Tenant's occupancy of the Leased Premises during the Term hereof, any Hazardous Materials. Tenant further agrees and represents that it shall not dispose or permit the disposal of any Hazardous Materials on, in or about the Leased Premises. As used herein, "Hazardous Materials" means, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or

toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any other substance or material as may be defined as a hazardous, toxic or dangerous substance, material, waste, pollutant or contaminant under any federal, state or local environmental law, ordinance, rule or regulation as now or at any time hereafter in effect.

6. PROCUREMENT OF DISPLAY/SALE ITEMS.

6.1 Tenant may display and/or sell Monterey Park souvenirs ("City souvenirs") and/or historical items. Display/sale items are subject to the written approval of Landlord, which maintains sole and absolute discretion as to the nature of such items.

6.2 Historical Items. historical items may be provided by Landlord's Historical Commission, and any other commission or board of Landlord, to Tenant for display and/or sale on the Leased Premises.

6.3 City Souvenirs.

(a) Tenant shall be responsible for the procurement and sale of City Souvenirs; provided, however, that Landlord may, at its discretion, provide City Souvenirs to be displayed and/or sold on the Leased Premises by Tenant.

(b) City Souvenirs procured by Tenant shall be sold at a price set by Tenant.

(c) City Souvenirs procured by Landlord shall be sold at a price set by Landlord; provided, however, that the sales price of City Souvenirs procured by Landlord may be increased by Tenant (such increase hereinafter referred to as "the Mark-Up") up to ten percent (10%), to cover Tenant's sales costs.

(d) City Souvenirs procured by any commission, or board of Landlord shall be sold at a price set by such commission or board.

7. DISTRIBUTION OF NET PROCEEDS FROM SALE OF CITY SOUVENIRS.

7.1 Procurement by Tenant. All Net Proceeds (as defined below) from the sale of City Souvenirs procured and sold by Tenant during the Term hereunder shall be divided between Landlord and Tenant in the percentage ratio of 40% to Landlord and 60% to Tenant.

7.2 Procurement by Landlord, Commission, Board

(a) The Gross Receipts (as defined below) from the sale of City Souvenirs procured by Landlord shall be paid to Landlord (except that portion of Gross Receipts attributable to the Mark-Up, which shall be retained by Tenant).

(b) The Gross Receipts from the sale of City Souvenirs and/or historical items procured by any commission or board of Landlord shall be paid to such commission or board.

7.3 Payment of Landlord's Share. Tenant shall submit to Landlord as Additional Rent with each Quarterly Report, the share of Net Proceeds from the sale of City Souvenirs procured by Tenant and the Gross receipts from the sale of City Souvenirs procured by Landlord, which are due to Landlord for sales occurring during the previous quarter (3 month period).

7.4 Definitions

(a) Net Proceeds. As used herein, the term "Net Proceeds" shall mean the difference between Gross Receipts and Cost of Sale.

(b) Gross Receipts. As used herein, the term "Gross Receipts" shall include the entire gross receipts of every kind and nature, whether upon credit or in cash, from sales of City Souvenirs made in, upon or from the Leased Premises, whether or not actual payment is received at the Leased Premises or another location, and shall, with respect to City Souvenirs procured by Landlord, include any portion of receipts represented by the Mark-Up.

(c) Cost of Sale. As used herein, the term "Cost of Sale" shall mean the wholesale cost, including any sales tax, paid by Tenant, whether upon credit or in cash, in acquiring the City Souvenirs for sale.

7.5 Records. Tenant shall maintain full and accurate books of account and records from which Net Proceeds can be determined. These books of account and records shall be kept in the Leased Premises or at Tenant's address for notices set forth in Section 20.1 below. The records shall be so kept and maintained for at least ninety (90) days after the period in question. The foregoing books and records so required to be kept and maintained shall include, without limitation, all bills of sale, invoices, federal, state and local tax returns, records and daily bank deposits of all receipts from transactions at or from the Leased Premises, daily dated cash register tapes (or computer summaries if computers are used by Tenant), and bank statements.

7.6 Annual Statement. Within ninety (90) days after the end of each calendar year during the Term, and within ninety (90) days after the Expiration Date of this Lease, tenant shall furnish Landlord with a statement of annual Net Proceeds from the sale of City Souvenirs during the previous calendar year ("Annual net Proceeds Statement"). The Annual Net Proceeds Statement shall set forth both the Gross Receipts (separately stated for City Souvenirs procured by Tenant and City Souvenirs procured by Landlord) and Cost of Sales figures used in calculating Net Proceeds, and shall be certified as correct by Tenant.

7.7 Inspection and Audit. Landlord shall have the right to inspect and audit all the books and records, including all papers and files, of Tenant pertaining to the purchase and sale of City Souvenirs. Any such inspection or audit shall be conducted during regular business hours.

Tenant shall produce the appropriate books and records on request of Landlord. If any audit discloses a deficiency between Net Proceeds payments due to Landlord and those actually paid to Landlord, Tenant shall pay for the cost of the audit; otherwise, the cost thereof shall be paid by Landlord. Based upon the results of any such audit, Landlord shall either refund or be paid, as appropriate, the difference between the Net Proceeds actually paid to Landlord for the period audited and the amount actually due to Landlord for such period.

8. UTILITIES AND TAXES

8.1 Utility Services. Landlord shall pay for all water, gas, power, and other utilities, including the monthly monitoring and maintenance fees for the security system serving the Leased Premises, used by Tenant on or in connection with the Leased Premises from and after the delivery of possession thereof by Landlord until the expiration or earlier termination of the Term subject to any modification respecting such responsibilities may be provided in the Amendment, if any.

8.2 Telephone. Tenant, at its sole cost and expense, shall pay for all telephone costs incurred during the Term.

8.3 Real Property Taxes; Possessor Interest Tax. Landlord shall pay any real property taxes on the Leased Premises, including any fees, taxes, assessments and other charges, that are levied and assessed against the Leased Premises, and that become payable during the Term; provided, however, that Tenant shall be responsible, at its sole cost and expense, for the payment of lighting assessments and any possessor interest tax assessed against the Leased Premises during the Term.

8.4 Personal Property Taxes. Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall have personal property taxed separately from the Leased Premises. If any taxes on Tenant's personal property are levied against Landlord or Landlord's property, or if the assessed value of the Leased Premises is increased by the inclusion of a value placed on Tenant's personal property, and if Landlord pays the taxes on any of these items or the taxes based on the increased assessment of these items, Tenant, on demand, shall immediately reimburse Landlord, as Additional Rent, for the sum of the taxes levied against Landlord, or the proportion of the taxes resulting from the increase in landlord's assessment. Landlord shall have the right to pay these taxes regardless of the validity of the levy.

9. MAINTENANCE AND REPAIRS

9.1 Condition of Premises. By accepting occupancy Tenant shall be deemed to have agreed that the Leased Premises are in a clean and sanitary condition and good state of repair, and in a condition suitable for the use authorized under this Lease.

9.2 Exterior Maintenance and Repair. Landlord shall maintain in good order, condition and repair all exterior portions of the Leased Premises, including landscaping, except for

any repair necessitated by the wrongful act of Tenant or its agents, employees or invitees. Landlord shall bear all costs associated with such maintenance.

9.3 Interior Maintenance and Repair

(a) Tenant's Obligations

(i) Except as outlined in Section 9.3(b), Tenant, at its sole cost and expense, shall keep and maintain the interior portion of the Leased Premises, including and without limitation, all facilities appurtenant to the Leased Premises and the interior surface of exterior walls, windows, window frames, doors, door frames, locks, plate glass, interior ceiling, all electrical equipment including all light fixtures and all sign fixtures and sign panels, in a clean and wholesome condition, free of any objectionable noise, odors or nuisances. All health and police regulations applicable to the Leased Premises shall, in all respects and at all times, be fully complied with by Tenant.

(ii) Tenant shall report to Landlord and/or any designee of Landlord identified in writing to Tenant by Landlord any damage to the Leased Premises within twenty-four (24) hours of discovery of the damage. Tenant shall not make any repairs to, or enter into a contract for the repair of, the Leased Premises without the prior approval of Landlord. Tenant shall bear all costs associated with the repair of any interior portion of the Leased Premise during the Term.

(iii) In the event Tenant fails to make repairs and/or perform janitorial services and maintain the interior of the Leased Premises or any part thereof in good order and condition, Landlord may give Tenant ten (10) days notice to do such acts as are reasonably required to so maintain the Leased Premises. In the event Tenant fails to promptly commence such work within said ten (10) day period and diligently prosecute same to completion, then Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended, together with interest thereon at the Default Rate from the date of payment by Landlord until the date of repayment by Tenant shall be paid by Tenant as Additional Rent. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Leased Premises by Tenant as a result of performing any such work.

(b) Landlord Obligations. Notwithstanding the foregoing, Landlord, at its sole cost and expense, shall be responsible for the following interior maintenance of the Leased Premises:

- (i) the biannual sealing of the floor tiles;
- (ii) the annual dusting of the ceiling; and
- (iii) the biannual buffing of the floors.

Except as provided in Sections 9.2 and 9.3 (b), Landlord shall have no maintenance obligation whatsoever with respect to the Leased Premises.

10. ALTERATION OF LEASED PREMISES

Tenant shall not make any alterations or additions to the Leased Premises, including the painting, renovating, or redecorating of the Leased Premises, nor make any contract thereof without first procuring Landlord's written consent. Any proposal by Tenant to make any alterations or additions to the leased Premises shall be accompanied by detailed plans (the "Plans") depicting the proposed work, and Tenant may not proceed with any such work unless and until Tenant has received written authorization from Landlord to proceed with the work depicted in the Plans and Tenant has acquired all required governmental approvals, including building permits, for the alteration of the Leased Premises.

11. INSURANCE

11.1 Liability Insurance. Subject to Section 11.2 below, Tenant shall maintain, at its sole cost and expense, general liability insurance insuring Tenant against liability for injuries to persons and damage to property arising out of the operation, use or occupancy of the Leased Premises. Such general liability insurance shall at all times have a limit of not less than One Million Dollars (\$1,000,000) per occurrence. The policy shall include an additional insured endorsement in favor of Landlord.

11.2 General Insurance Provisions

(a) Executed copies of all policies, or certificates evidencing the existence and amounts of such insurance, shall be delivered to Landlord by Tenant no later than ten (10) days after Commencement Date, and thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Landlord thirty (30) days prior to the expiration of any such policy.

(b) Each policy shall provide that such policy shall not be cancelable or subject to reduction of coverage or other modification during the Term except after thirty (30) days prior written notice to Landlord.

(c) All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies, qualified to do business in the state of California and reasonably acceptable to Landlord.

(d) All policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant.

(e) All policies shall be written as primary policies, not contributing with, and not in excess of coverage which Landlord may carry.

(f) All policies shall insure performance by Tenant of the indemnity provisions of Section 13. The limits of said insurance shall not, however, limit the liability of Tenant hereunder.

(g) In the event Tenant fails to maintain any of the insurance set forth above, Landlord may, but shall not be required to, obtain such insurance on behalf of Tenant and, in such event, Tenant shall reimburse Landlord immediately on demand as Additional Rent, for the cost incurred by Landlord together with interest on such cost at the Default Rate from the date of the cost is incurred by Landlord to the date same is reimbursed to Landlord by Tenant.

11.3 Waiver. Landlord and Tenant hereby waive their rights (and, to the extent permitted by law, the subrogation rights of their respective insurers) against each other (including the officers, employees, agents, authorized representatives, and invitees of same) with respect to any claims (including, but not limited to claims for injury to any person(s), and/or damage the Leased Premises and/or any fixtures, equipment, personal property, furniture, improvements and/or alterations in or to the Leased Premises) which are caused by or result from risks insured against under any valid and collectible insurance contract or policy carried by Landlord or Tenant (whichever the case may be) and in force at the time of any such injury and/or damage. However, the above waiver shall apply only to the extent that such claim is covered by such insurance contracts or policies. Tenant shall obtain (for Landlord) from its insurer(s) under each policy required to be obtained pursuant to Sections 11.1 above, a waiver of all rights of subrogation which such insurer(s) of Tenant might have against Landlord.

12. ASSIGNMENT AND SUBLETTING.

Tenant shall not voluntarily or by operation of law assign, license, franchise, transfer, mortgage or otherwise encumber all or any part of Tenant's interest in this Lease or in the Leased Premises, and shall not sublet, franchise, or license all or any part of the Leased Premises, without the prior written consent of Landlord in each instance, and any attempted assignment, license, franchise, transfer, mortgage, encumbrance or subletting without such consent shall be wholly void.

12.1 Management. In the event Landlord determines, in its discretion, that Tenant has failed to exercise adequate management and control of the operations hereunder permitted to be conducted on the Leased Premises, then Landlord shall have the right to notify Tenant that Tenant is in default under this Lease (as provided in Section 17 below) and/or to select a person or entity to manage and operate the Leased Premises, and to coordinate the public availability of the Leased Premises, with the cost therefor to be borne by Tenant.

12.2 Effect of Assignment. No approved subletting or assignment shall relieve Tenant of its obligation to pay all Rent and to perform all of the other obligations to be performed by Tenant hereunder. Tenant shall pay Landlord for Landlord's attorneys' fees for the review of any proposed

assignment or sublease as provided herein. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

13. INDEMNITY.

Tenant shall defend (by counsel reasonably satisfactory to Landlord), and shall indemnify and hold Landlord forever harmless from and against any and all "Losses and Liabilities" incurred as a direct or indirect result of any violation of any laws or ordinances applicable to the Leased Premises, whether occasioned by the neglect of Tenant or otherwise. Tenant shall defend (by counsel reasonably satisfactory to Landlord), and shall indemnify and hold Landlord forever harmless from and against all Losses and Liabilities arising directly or indirectly from or in connection with (i) any accident or other occurrence on or about the Leased Premises causing injury to any person or property whomsoever or whatsoever, (ii) any failure of Tenant in any respect to comply with and perform all the requirements and provisions of this Lease, and (iii) Tenant's occupancy of the Leased Premises. As used herein, "Losses and Liabilities" shall mean and include all claims, causes of action, liabilities, losses, damages, injuries, expenses (including, without limitation, reasonable attorney's fees and court costs), charges, penalties or costs of whatsoever character, nature and kind, whether to property or to person, and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent.

14. LANDLORD'S RIGHT OF ENTRY.

14.1 Inspection; Utilities. Tenant shall permit Landlord or a designee of Landlord to enter the Leased Premises at all times for the purpose of inspecting the Leased Premises to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Leased Premises under this Lease or to perform Landlord's duties under this Lease. Landlord also reserves and shall at any and all times have the right to enter the Leased Premises without abatement of Rent, in connection with any emergency or any utilities to be provided by Landlord to Tenant hereunder. to submit said Leased Premises to inspection by prospective purchasers or tenants or prospective or existing mortgagees, to post notices of non-responsibility and "for lease" signs, and/or to alter, improve or repair the Leased Premises. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby.

14.2 For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, excluding Tenant's vaults and safes, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, the existence of which shall be determined by Landlord in its sole discretion, in order to obtain entry to the Leased Premises. Any entry to the Leased Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances

be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Tenant from the Leased Premises or any portion thereof.

15. DAMAGE OR DESTRUCTION.

15.1 Damage. In the event the Leased Premises are damaged or destroyed, then Landlord shall have the option to either (1) repair or restore such damage, this Lease continuing in full force and effect with Base Rent to be abated to the extent of that portion of the Leased Premises which is unusable by Tenant, or (2) give notice to Tenant terminating this Lease as of the date of such damage or destruction. In the event of the giving of such notice, this Lease shall expire and all interest of Tenant in the Leased Premises shall terminate and all Rent shall be paid to the date of such termination; provided, however, that Landlord agrees to refund to the Tenant any Rent theretofore paid in advance for any period of time subsequent to such date.

15.2 Damage Reporting. All damages sustained to the Leased Premises shall be brought to the attention of Landlord and/or designee no later than twenty-four (24) hours after discovery of the damage by Tenant.

16. CONDEMNATION.

If all or any part of the Leased Premises shall be taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either Party hereto shall have the right at its option exercisable within thirty (30) days of receipt of notice of such taking to terminate this Lease as of the date possession is taken by the condemning authority. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for the taking of personal property belonging to Tenant and/or for the interruption of or damage to Tenant's business.

17. DEFAULT AND REMEDIES.

17.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

- (a) Any failure by Tenant to pay any Rent at the time said payment is due;
- (b) The abandonment or vacation (defined to be ten (10) or more days of continuous absence from the Leased Premises) of the Leased Premises by Tenant;
- (c) The failure by Tenant to observe and perform any provision of this Lease

to be observed or performed by Tenant, where such failure continues for fifteen (15) days after written notice thereof by Landlord to Tenant: provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said fifteen (15) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion;

(d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets or Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

17.2 Termination. In the event of any such default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such termination. In the event that Landlord shall elect to so terminate this Lease then Landlord may recover from tenant:

(a) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(b) The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus

(e) At Landlord's election, such other amount in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

As used in subparagraphs (a) and (b) above, the "worth at the time of award" is computed by allowing interest at the Default Rate. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(f) Landlord may terminate this Lease for any reason by providing 120

days written notice to the Tenant. Should such notice of termination be delivered, all other responsibilities of Landlord and Tenant enumerated in this Lease shall remain in effect until Tenant vacates the premises.

17.3 Additional Remedies.

(a) In the event of the vacation or abandonment of the Leased Premises by Tenant (as defined in Section 17.1(b) above), and if Landlord does not elect to terminate this Lease under Section 17.2 above, then Landlord may, pursuant to Section 1951.4 of the Civil Code of the State of California, recover all Rent as it becomes due.

(b) Landlord entry into the Leased Premises for maintenance purposes or in an attempt to relet the Leased Premises shall not be considered to terminate Tenant's right to possession of the Leased Premises and no entry of the Leased Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Landlord may at any time after any default by Tenant elect to terminate this Lease pursuant to Section 17.2 above.

(c) The rights of Landlord under this Lease shall be cumulative to all other rights or remedies now or hereafter available to Landlord at law or in equity.

18. SUBORDINATION; ATTORNMENT.

18.1 Subordination. Upon request of Landlord or any mortgagee or beneficiary of Landlord, Tenant shall, in a writing provided by Landlord or any mortgagee or beneficiary of Landlord, subordinate its rights hereunder to the lien of any mortgage or deed of trust, now or hereafter in force against the Leased Premises, and to all advances made or hereafter to be made upon the security thereof, provided that such Mortgage shall not materially impair Tenant's rights under this Lease, or impose any additional obligations upon Tenant. Tenant further agrees, upon request of Landlord or any mortgagee or beneficiary of Landlord, to provide to Landlord and/or any such mortgagee or beneficiary, financial statements of Tenant and the principal owners of Tenant within ten (10) days after request therefor.

18.2 Attornment. In the event any proceedings are brought for the foreclosure of any mortgage or deed of trust encumbering the Leased Premises, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the landlord under this Lease.

19. SURRENDER.

By entry hereunder, Tenant accepts the Leased Premises as being in good and sanitary

order, condition and repair and agrees on the last day of the Term, or sooner termination of this Lease, to surrender unto Landlord the Leased Premises in the same condition as when received, reasonable use and wear excepted, and to remove all of the Tenant's personal property from the Leased Premises. Tenant shall, upon the request of Landlord, remove from the Leased Premises those trade fixtures and other improvements identified by Landlord and installed in the Leased Premises by or at the direction of Tenant, if any, and Tenant shall repair any damage occasioned by such removal.

20. NOTICES.

20.1 Location. All communications, notices and demands of any kind that either Party may be required to give to or serve on the other Party shall be made in writing and delivered personally via Federal Express, or other like overnight delivery source, or sent by certified United States mail to the following addresses:

To Landlord: City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754
Attn: Chris Jeffers, City Manager

With a copy to: Brown, Winfield & Canzoneri, Inc.
300 South Grand Avenue, Suite 1500
Los Angeles, California 90071-3125
Attn: Tony Canzoneri, Esq.

To Tenant: Monterey Park Chamber of Commerce
700 El Mercado Avenue
Monterey Park, California 91754
Attn: President

20.2 Effective Date. Any such notice shall be presumed to have been received on the earlier of (i) personal delivery to the address(es) shown above, (ii) one (1) day after delivery to Federal Express or other like overnight delivery service, or (iii) forty-eight (48) hours after posting in the United States mail. Either Party may change its address by giving the other Party written notice of its new address in the manner provided herein.

21. MISCELLANEOUS.

21.1 Attorney's Fees. If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or possession of the Leased Premises, or because of the breach of any term, covenant, or provision hereof, the prevailing Party in said action shall be entitled to recover from the Party not prevailing costs of suit, including reasonable attorney's fees and court costs incurred by the

prevailing Party in the action.

21.2 Estoppel Certificate. Within ten (10) days after request by Landlord (which request may be from time to time as often as reasonably required by Landlord), Tenant shall execute and deliver to Landlord a statement substantially in the form of Exhibit "C", attached hereto. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Leased Premises. Tenant's failure to deliver such statement within ten (10) days of Landlord's written request therefor shall be a binding agreement of Tenant (i) that this Lease is in full force and effect without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance hereunder, and (iii) that not more than one monthly installment of the Base Rent has been paid in advance. Further, such failure to deliver such certificate (showing any exceptions to any of the statements of fact required thereby) shall be a material default under this Lease.

21.3 Binding on Successors and Assigns. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the Parties, their heirs, personal representatives, and permitted successors and assigns.

21.4 Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provisions. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

21.5 Entire Agreement; Amendments. There are no oral or written agreements or representations between the Parties affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, agreements and understandings, if any, between the Parties with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. All reliance by either Party with respect to representations and warranties shall be solely upon the representations and agreements contained in this Lease. No amendment or addition to this Lease shall be binding upon the Parties unless in writing, signed and delivered by the party to be charged.

21.6 Time. Time is of the essence of this Lease.

21.7 No Broker. Tenant represents and warrants that it has dealt with no real estate brokers, leasing agents or finders in connection with or arising out of any of the transactions contemplated by this Lease, and covenants and agrees to indemnify, defend and hold Landlord harmless from any and all losses, liability, damages and expenses (including reasonable attorneys'

fees and costs), that may arise from a breach of this representation and warranty.

21.8 Severability. If any provisions of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the Parties that if any provision of this Lease is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

21.9 Applicable Law. The laws of the State of California shall govern the validity, performance and enforcement of this Lease. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

21.10 Waiver of Redemption Rights. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise. The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.

21.11 No Reservation or Option. The submission of this Lease for examination does not constitute a reservation of or option for the Leased premises, and this Lease shall become effective as a lease only upon execution thereof by Landlord and Tenant.

21.12 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original document.

21.13 Approvals. Wherever in this Lease Landlord's consent or approval is required, such consent or approval may be given by the City Manager of Landlord, unless the City Manager determines that approval of the City Council of Landlord with respect to such consent or approval is required.

21.14 Captions. The captions of the paragraphs of this Lease and the Exhibits attached hereto are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

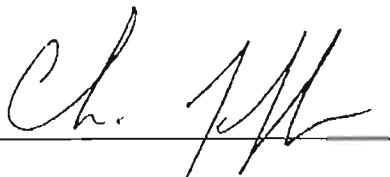
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date and year first above written.

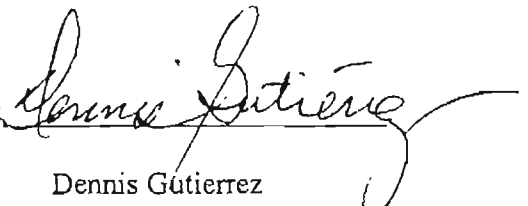
Landlord:

Tenant:

CITY OF MONTEREY PARK

MONTEREY PARK
CHAMBER OF COMMERCE

By: 
Chris J. Jeffers
City Manager

By: 
Dennis Gutierrez
President

AG102

EXHIBIT "A"

THAT PORTION OF LOT 1, BLOCK 12, TRACT 8446, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 152 PAGES 1 THROUGH 3 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BOUNDED ON THE NORTHWEST BY A LINE PARALLEL WITH AND DISTANT 149.84 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM THAT PORTION OF THE NORTHEASTERLY LINE OF SAID LOT, SHOWN ON SAID MAP AS HAVING A BEARING OF SOUTH 63 DEGREES 22 MINUTES 30 SECONDS EAST AND A DISTANCE OF 65 FEET, AND THE NORTHWESTERLY AND PROLONGATION OF SAID LINE, AND BOUNDED ON THE SOUTHWEST BY A LINE PARALLEL WITH AND DISTANT 149.76 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM THAT PORTION OF THE SOUTHWESTERLY LINE OF SAID LOT, SHOWN ON SAID MAP AS HAVING A BEARING OF NORTH 63 DEGREES 22 MINUTES 30 SECONDS WEST AND A DISTANCE OF 65 FEET AND THE NORTHWESTERLY AND SOUTHEASTERLY PROLONGATION OF SAID LINE.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS, WHICH ARE NOW OR WHICH MAY HEREAFTER BE IN OR SAID PROPERTY.

EXHIBIT "B"

RULES AND REGULATIONS

1. Tenant shall be responsible for the staffing of the Leased Premises with the following exception; that Landlord shall be responsible for staffing use of the Leased Premises by Landlord or a department or agency or commission thereof. Notwithstanding the foregoing, Landlord and Tenant may agree that Landlord is to provide staffing for certain uses of the Leased Premises by an entity or individual, other than Landlord or any department or agency or commission thereof, and, in such event, Landlord shall be entitled to receipt of all applicable fees, including use fees, set forth in Rules 3, 4, and 5 below.
2. The Lease Premises shall be available for use to Landlord or any department or agency or commission thereof at no fee.
3. The Leased Premises shall be available to local, non-profit organizations at a staffing fee of \$15 per hour, payable no later than three (3) days prior to such use.
4. The Leased Premises shall be available for use to all others (other than the users listed in (2) and (3) above, at a use fee commensurate with the rate charged for other City facilities (currently \$35 per hour), payable no later than seven (7) days prior to such use. In the event that a use fee is charged, no additional staffing fee shall be charged.
5. With the exception of Landlord or a department or agency thereof, users of the Leased Premises shall pay, within three (3) days after use, any additional staffing or use fee incurred from the use of the Premises beyond the number of hours originally reserved by the user.
6. Uses of Landlord or a department or agency thereof shall have priority over all other uses.
7. With the exception of Landlord or any department of agency thereof, no entity or individual may reserve the Leased Premises for use more than twelve (12) months in advance of the date of intended use.
8. No alcoholic beverage shall be sold on the Leased Premises. With the exception of beer and wine, no other alcoholic beverage shall be served or otherwise consumed on the Leased Premises. In the event that beer and/or wine is served on the Leased Premises, a security fee in the amount of \$400 shall be charged to all users, with the exception of Landlord and any department or agency thereof. Tenant shall be responsible for coordinating with Landlord's police department for the procurement of one (1) police officer and one (1) reserve police officer to be present at the Premises during all times at which alcohol is being served. Notwithstanding the foregoing, Landlord and/or the City Manager reserve the right at any time to revoke the permission to serve or consume beer and/or wine on the Leased Premises at Landlord's discretion.

9. With the exception of Landlord or a department or agency thereof, all users of the Leased Premises shall obtain general liability insurance in the amount of One Million Dollars (\$1,000,000), insuring Landlord and Tenant against all liability for bodily injury and property damage arising out of such use. Executed copies of the insurance policy must be delivered to Tenant seven (7) days prior to the date of rental.
10. Occupancy of the Leased Building shall not exceed the occupancy limits established by the Fire Code of the City of Monterey Park. Occupancy of the Leased Premises shall not exceed the occupancy limits established by the Fire code of the City of Monterey Park.
11. With the exception of those items needed for the rental, all other portable items within the Leased Premises must be locked away by Tenant prior to the rental of the Leased Premises.
12. Cleaning of the Leased Premises:
 - a. Tenant shall be responsible for the cleaning of the Leased Premises following any use; provided, however, that if Landlord or any agency or department or commission thereof uses the Leased Premises, Landlord shall clean the Leased Premises to the extent required as a result of such use.
 - b. With the exception of Landlord or any department or agency or commission thereof, all users of the Leased Premises shall deposit a cleaning fee of \$200 with Tenant prior to the use of the Leased Premises. Tenant shall conduct an inspection of the Leased Premises to determine whether the Leased Premises are left in a clean and sanitary condition following the use. The entire deposit shall be returned after ten (10) days if Tenant determines that the Leased Premises were left in a satisfactory condition. If Tenant determines that the Leased Premises were not left in satisfactory condition, Tenant reserves the right to subtract from the cleaning deposit any expenses incurred by Tenant for the additional cleaning of the Leased Premises.
13. Tenant shall be responsible for the delivery to all users of the Leased Premises, other than Landlord or any department or agency thereof, a copy of the User Rules and Regulations attached hereto as Exhibit "D", prior to such use. Tenant shall further be responsible for the observance and enforcement of the User Rules and Regulations.
14. Landlord reserves the right to make other reasonable rules as Landlord judges may be needed for the safety, care, and cleanliness of the Leased Premises, and for the preservation of good order, provided that Tenant's use and occupancy of the Leased Premises shall not be adversely affected by other rules. The Tenant will follow the current rules established by resolution of the City Council related to rental of City facilities as may be modified from time to time.

CJ DH

EXHIBIT "C"

STATEMENT OF TENANT

The undersigned, as Tenant, under that Lease dated as of March 1, 2004, and made with the City of Monterey Park, as Landlord, hereby certifies as follows (with all capitalized terms below to have the meaning as provided in the Lease):

- (1) That the undersigned has entered into occupancy of the Leased Premises described in the Lease;
- (2) That the Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way;
- (3) That the Lease represents the entire agreement between the Parties as to said leasing;
- (4) The Commencement Date of the Lease is March 1, 2004;
- (5) That the Expiration Date of the Lease is February 28, 2007;
- (6) That all conditions of the Lease to be performed by Landlord and necessary to enforce ability of the Lease have been satisfied;
- (7) That there are no defaults by either Tenant or Landlord thereunder;
- (8) That no Rents have been prepaid, other than as provided in the Lease; and
- (9) That on this date there are no existing defenses or offsets, which the undersigned has against the enforcement of the Lease by Landlord.

The undersigned hereby agrees:

- (1) To disclaim all rights, title or interest in the Leased Premises except the rights granted by the Lease; and
- (2) To give the holder of any mortgage or deed or trust affecting the Leased Premises, or its assignee, the same right as the Landlord has to cure any default complained of in any notice or demand.

Executed this 5th day of February, 2004.

MONTEREY PARK CHAMBER OF COMMERCE

By:

Dennis Gutierrez
Dennis Gutierrez
President

EXHIBIT "D"

USER RULES AND REGULATIONS

1. Jardin El Encanto (the "Premises") shall be available for use by reservation during the hours of 5:00 p.m. to 10:00 p.m., Monday through Friday, and during the hours of 9:00 a.m. to 10:00 p.m., Saturday and Sunday.
2. The Premises may also be available by reservation, subject to the discretion of the Chamber of Commerce, during the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday.
3. No entity or individual may reserve the Premises for use more than twelve (12) months in advance of the date of intended use.
4. Use of the premises shall include the main hall, the room displaying historical items and City souvenirs, the kitchen, and the restrooms.
5. The Premises shall be available to local, non-profit organizations at a staffing fee of \$15 per hour, payable to the Chamber of Commerce, no later than seven (7) days prior to such use.
6. The Premises shall be available for use to all others, other than local, non-profit organizations, at a use fee commensurate with the rate charged for other City facilities (currently \$35 per hour), payable to the Chamber of Commerce, no later than three (3) days prior to such use. No additional staffing fee shall be charged where a use fee is charged.
7. Users of the Premises shall submit to the Chamber of Commerce within three (3) days after use any additional staffing or use fee incurred from the use of the Premises beyond the number of hours originally reserved by the user.
8. Should food or beverage be served on the Premises the Chamber of Commerce shall be notified and the Rules and Regulations (Exhibit B) shall be enforced.
9. No alcoholic beverages shall be sold at the Premises. With the exception of beer and wine, no other alcoholic beverages shall be served or otherwise consumed at the Premises. In the event that beer and/or wine is served, a security fee in the amount of \$400 shall be charged to all users, with the exception of the City of Monterey Park and any department or agency thereof. One (1) police officer and one (1) reserve police officer shall be present at the Premises during all times at which alcohol is being served. Notwithstanding the foregoing, the permission to serve or consume beer and/or wine at the Premises may be revoked at any time, at the discretion of the City of Monterey Park and/or the City Manager.

10. All users of the Premises shall obtain general liability insurance in the amount of One Million dollars (\$1,000,000), insuring the City of Monterey Park and the Chamber of Commerce against all liability for bodily injury and property damage arising out of such use. Users may purchase such insurance through the City of Monterey Park at an additional fee. Executed copies of the insurance policy must be delivered to the Chamber of Commerce seven (7) days prior to the date of rental.
11. Occupancy of the Leased Building shall not exceed the occupancy limits established by the Fire Code of the City of Monterey Park. Occupancy of the Premises shall not exceed the occupancy limits established by the Fire Code of the City of Monterey Park.
12. Cleaning of the Premises:
 - a. All users of the Premises with the exception of the Landlord or any department or agency or commission thereof shall deposit a cleaning fee of \$200 with the Chamber of Commerce prior to use.
 - b. All users of the Premises shall leave the Premises in a clean and sanitary condition, including the removal of any decorations on the Premises and the proper disposal of all trash in the receptacles located within the Premises.
 - c. The Chamber of Commerce shall conduct an inspection of the Premises to determine whether the Premises were left in a clean and sanitary condition following the use. The entire deposit shall be returned after ten (10) days if the Chamber of Commerce determines that the Premises were left in a satisfactory condition. If the Chamber of Commerce determines that the Premises were not left in a satisfactory condition, the Chamber of Commerce reserves the right to subtract from the cleaning deposit any expenses incurred by the Chamber of Commerce for the additional cleaning of the Premises.
13. The City of Monterey Park and/or the Chamber of Commerce reserve the right to make other reasonable rules as may be needed for the safety, care, and cleanliness of the Premises.

B

**LEASE BETWEEN THE
CITY OF MONTEREY PARK AND
THE MONTEREY PARK CHAMBER OF COMMERCE**

This Lease is made as of the ____ day of ____, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), and MONTEREY PARK CHAMBER OF COMMERCE, an IRC 501(c)(6) non-profit organization ("CHAMBER"). Collectively, CITY and CHAMBER are referred to as the "Parties."

1. LEASE; DESCRIPTION OF PROPERTY.

CITY leases CHAMBER to use, on the terms and conditions set forth below, real property identified in attached Exhibit "A," which is incorporated by reference, and more generally described as Jardin El Encanto located at 700 El Mercado Avenue ("Property").

2. TERM.

The initial term of this Agreement will be for three 3 years, until December 19th, 2015, unless terminated earlier as provided by this Agreement.

3. RENT.

On the first day of each and every calendar year during the Term, CHAMBER agrees to pay CITY as "Base Rent" for the Property, the sum of One Dollar (\$1.00) per year.

4. LIMITATIONS ON USE.

A. It is expressly agreed that the Property is leased to CHAMBER solely and exclusively for the following purposes:

i. General Office Uses of CHAMBER. "General Office Uses of CHAMBER" means such activities that are customarily associated with the operation of tenant's business, including the hiring and staffing of employees, the admittance of invitees and/or licensees, and general office administration. Events co-hosted by the Chamber of Commerce that benefit the business and residential community, such as Business Seminars and Election Debates, shall also be allowed.

ii. Operation and management of the Property for Civic Uses. "Civic Uses" means the conducting of visitor tours.

B. No other use is permitted on the Property without the written consent of CITY, which may be withheld in CITY's sole and absolute discretion.

C. CHAMBER accepts the Property "as is"; CITY does not have any obligation to repair, improve, or otherwise incur any expense with regard to improving the Property unless otherwise provided in this Agreement. CHAMBER acknowledges that CITY has not made any representation or warranty whatsoever as to the condition of the Property. CITY must not be liable for any latent or patent defects in or about the Property. CHAMBER hereby waives all other express or implied warranties or representations regarding any latent or patent defects in the Property.

D. Except as otherwise provided by this Agreement, CHAMBER, at its own cost, is responsible for upgrading and maintaining the Property.

E. Improvement projects may be added to this Agreement upon the Party's mutual consent. Title to all such improvements at the Property, which are approved by CITY, will vest in CITY and must remain on the Property when this Agreement terminates.

5. ADDITIONAL LIMITATIONS ON USE.

A. The main hall of the building depicted on attached Exhibit "D," and incorporated by reference, must maintain its historic fabric including the display of historical items and all furniture.

B. The room labeled "small room" on attached Exhibit "D" may be occupied by CHAMBER's staff and used for the operation of CHAMBER's business only.

C. The upper level of the Property must only be used as a secondary office and for the storage of light objects. **No heavy objects can be stored upstairs, nor must any meetings and/or tours be conducted on the upper level.**

D. CHAMBER must outfit the Property, including desks, tables, chairs and lighting, in a manner that is consistent with the historical character and design of the Property.

E. **No item can be permanently attached to any interior or exterior wall** of the Property without the prior written consent of CITY.

6. USES PROHIBITED.

A. The Parties recognize that the Property is an important historical landmark for the City of Monterey Park and was originally built for the benefit of the public. Therefore, **CHAMBER cannot do or permit anything to be done in or about the Property which will in any way obstruct, interfere or otherwise destroy the historical nature of the Property** and its availability to the public for visitation (except during Chamber special

events) including, without limitation:

- i. re-decorating and/or re-furnishing the Property in a manner that in any way alters or destroys the historical character of the Property, without the written consent of CITY;
- ii. making alterations to the structure of the Property
- iii. impeding and/or preventing the availability of the Property to the public during the Public Hours (as defined below), refusing to accept appointment during the Mandatory Appointment Hours (as defined below), or failing to observe the hours of operation; or
- iv. with the exception of Display/Sale Items approved by CITY, the sale of any other merchandise, food, or beverages. CHAMBER will take such steps as CITY may require to prevent any such interference, obstruction, or destruction.

B. CHAMBER cannot use or allow the Property to be used in violation of any applicable law, regulation or ordinance, nor must CHAMBER cause, maintain or permit any nuisance in or about the Property.

C. CHAMBER cannot commit or cause to be committed any waste in or upon the Property.

D. CHAMBER cannot do or permit anything to be done in or about the Property that in any way increases the existing rate of any fire or other insurance, or that causes a cancellation of any insurance policy covering the Property or any part of them or any of the contents thereof, or which constitutes an activity specifically excluded from any insurance policy covering the Property.

7. CHAMBER'S OPERATION OF BUSINESS.

CHAMBER must allow the following, subject to the Rules and Regulations:

A. Notwithstanding the continued operation of CHAMBER's business, the Property must be open for visitation by the general public, without the requirement of an appointment and at no charge, during regular office hours as determined – and posted for public viewing – by CHAMBER (the "Public Hours").

B. CHAMBER **must** adequately staff its business with sufficient employees, and conduct CHAMBER's business at all times in a lawful manner.

C.

8. MAINTENANCE QUALITY.

CITY's designees may, at any reasonable time and without notice, enter the Property to determine if satisfactory maintenance is being performed. If the quality of maintenance is unreasonable, CITY will provide written notice to LESSEE, which includes the specific nature of the complaint. Should LESSEE fail to improve and sustain quality maintenance within thirty (30) days of CITY's notice, CITY may enter upon the Property and perform such maintenance. LESSEE will promptly reimburse CITY for the cost of maintenance, plus ten percent (10%) for CITY's administrative overhead.

9. HAZARDOUS WASTE.

CITY has not, nor, to CITY's knowledge, has any third party used, generated, stored, or disposed of, or permitted the use, generation, storage, or disposal of, any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees that it will not use, generate, store, or dispose of any hazardous material (as defined below) on, under, or within the Property in violation of any law or regulation. LESSEE agrees to defend and indemnify CITY, as provided in this Lease, against all losses, liabilities, claims, and/or costs arising from any breach by LESSEE of any warranty or agreement contained in this section. As used in this section, "hazardous material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

10. UTILITIES AND TAXES.

A. CHAMBER must pay for all water, gas, power, and other utilities, including the monthly monitoring and maintenance fees for the security system serving the Property, used by CHAMBER on or in connection with the Property from and after the delivery of possession thereof by CITY until the expiration or earlier termination of the Term subject to any modification respecting such responsibilities may be provided in the Amendment, if any.

B. CHAMBER, at its sole cost and expense, must pay for all telephone costs incurred during the Term.

C. CHAMBER is informed by CITY pursuant to Revenue and Taxation Code § 107.6 that its property interest in the Property may be subject to property taxation if created and that CHAMBER may be subject to the payment of property taxes levied on its interest. CHAMBER may not deduct such amount from Payments to CITY.

D. CHAMBER must pay all taxes charged against trade fixtures, furnishings, equipment

or any other personal property belonging to CHAMBER. CHAMBER must have personal property taxed separately from the Property. If any taxes on CHAMBER's personal property are levied against CITY or CITY's property, or if the assessed value of the Property is increased by the inclusion of a value placed on CHAMBER's personal property, and if CITY pays the taxes on any of these items or the taxes based on the increased assessment of these items, CHAMBER, on demand, must immediately reimburse CITY, as Additional Rent, for the sum of the taxes levied against CITY, or the proportion of the taxes resulting from the increase in landlord's assessment. CITY must have the right to pay these taxes regardless of the validity of the levy.

11. MAINTENANCE AND REPAIRS.

A. By accepting occupancy CHAMBER agrees that the Property is in a clean and sanitary condition and good state of repair, and in a condition suitable for the use authorized under this Lease.

B. CITY must maintain in good order, condition and repair all exterior portions of the Property, including landscaping, except for any repair necessitated by the wrongful act of CHAMBER or its agents, employees or invitees. CITY must bear all costs associated with such maintenance.

C. Except as otherwise provided, CHAMBER, at its sole cost and expense, must keep and maintain the interior portion of the Property, including and without limitation, all facilities appurtenant to the Property and the interior surface of exterior walls, windows, window frames, doors, door frames, locks, plate glass, interior ceiling, all electrical equipment including all light fixtures and all sign fixtures and sign panels, in a clean and wholesome condition, free of any objectionable noise, odors or nuisances. All health and police regulations applicable to the Property must, in all respects and at all times, be fully complied with by CHAMBER.

D. CHAMBER must report to CITY and/or any designee of CITY identified in writing to CHAMBER by CITY any damage to the Property within twenty-four (24) hours of discovery of the damage. CHAMBER must not make any repairs to, or enter into a contract for the repair of, the Property without the prior approval of CITY. CHAMBER must bear all costs associated with the repair of any interior portion of the Leased Premise during the Term.

E. In the event CHAMBER fails to make repairs and/or perform janitorial services and maintain the interior of the Property or any part thereof in good order and condition, CITY may give CHAMBER ten (10) days notice to do such acts as are reasonably required to so maintain the Property. In the event CHAMBER fails to promptly commence such work within said ten (10) day period and diligently prosecute same to completion, then CITY must have the right, but not the obligation, to do such acts and expend such funds at the expense of CHAMBER as are reasonably required to perform

such work. Any amount so expended, together with interest thereon at the Default Rate from the date of payment by CITY until the date of repayment by CHAMBER must be paid by CHAMBER as Additional Rent. CITY must have no liability to CHAMBER for any damage, inconvenience or interference with the use of the Property by CHAMBER as a result of performing any such work.

F. Except as explicitly stated by this Lease, CITY does not have any maintenance obligation whatsoever with respect to the Property. Notwithstanding the foregoing, CITY, at its sole cost and expense, is responsible for the following interior maintenance of the Property:

- i. biannual sealing of the floor tiles;
- ii. annual dusting of the ceiling; and
- iii. the biannual buffing of the floors.

12. ALTERATION OF PROPERTY.

CHAMBER cannot make any alterations or additions to the Property, including the painting, renovating, or redecorating of the Property, nor make any contract thereof without first procuring CITY's written consent. Any proposal by CHAMBER to make any alterations or additions to the Property must be accompanied by detailed plans (the "Plans") depicting the proposed work, and CHAMBER may not proceed with any such work unless and until CHAMBER has received written authorization from CITY to proceed with the work depicted in the Plans and CHAMBER has acquired all required governmental approvals, including building permits, for the alteration of the Property.

13. INSURANCE.

CHAMBER will procure and maintain insurance of the type, for the period, with the coverages and limits, and in accordance with the terms, conditions, and requirements that follow:

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

B. Commercial General Liability, Broad Form General Liability and

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

C. CHAMBER will furnish to CITY a certificate of insurance, in the standard form required by CITY, duly authenticated, evidencing maintenance of the insurance required under this Lease and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least an A.M. Best Company Rating of "A:VII."

14. ASSIGNMENT AND SUBLETTING.

CHAMBER cannot voluntarily or by operation of law assign, license, franchise, transfer, mortgage or otherwise encumber all or any part of CHAMBER's interest in this Lease or in the Property, and must not sublet, franchise, or license all or any part of the Property, without the prior written consent of CITY in each instance, and any attempted assignment, license, franchise, transfer, mortgage, encumbrance or subletting without such consent is wholly void.

15. HOLDOVER.

If CHAMBER holds possession of the Property after the initial term, or any option, expires, with CITY's written consent, CHAMBER will become a tenant from month-to-month at the fair market rental rate per month. Such tenancy will be subject to all of the terms and conditions of this Agreement.

16. TERMINATION.

A. CITY may terminate this Lease at any time with or without cause, upon written or oral notification. Unless otherwise provided, termination will be effective sixty (60) days after notification.

B. CHAMBER may terminate this Lease at any time in writing at least thirty (30) days before the effective termination date.

C. By executing this document, CHAMBER waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

D. Upon termination, CHAMBER will remove all personal property and improvements from the Property within thirty (30) days. The Property will be left in a clean and orderly

fashion.

17. CONDEMNATION.

If all or part of the Property is acquired by eminent domain or purchase in lieu thereof, CHAMBER acknowledges that it will have no claim to any compensation awarded for the taking of the Property or any portion thereof or for loss of or damage to CHAMBER's improvements.

18. RELOCATION BENEFITS.

CHAMBER hereby acknowledges that it has been informed that CITY is a public entity and that the Property has previously been acquired by CITY for a public purpose. CHAMBER further acknowledges that any rights acquired under this Lease arose after the date of acquisition of the Property and that said rights are subject to termination when the Property is needed by CITY. CHAMBER hereby acknowledges that at the time of said termination of this Lease by CITY, it will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

19. NO PUBLIC PROJECT.

All rights given to CHAMBER pursuant to this Lease are for CHAMBER's use of the public property identified herein. Any trespass, use, or other utilization of private property by CHAMBER is done at its own risk; CHAMBER is not an agent of CITY and this Lease is not intended, nor should it be construed, to constitute a public project.

20. INDEMNIFICATION.

A. CHAMBER indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Lease, or its performance, except for CITY's sole active negligence. Should CITY be named in any suit, or should any claim be against it, by suit or otherwise, whether the same be groundless or not, arising out of this Lease, or its performance, pursuant to this Lease, CHAMBER will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify it for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's elected and appointed officials, employees, agents, representatives, and volunteers.

C. CHAMBER expressly agrees that this hold harmless and indemnification provision is intended to be as broad and inclusive as is permitted by the law of the State of California

and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Lease.

E. The requirements as to the types and limits of insurance coverage to be maintained by CHAMBER, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CHAMBER pursuant to this Lease, including but not limited to the provisions concerning indemnification.

21. ENTRY BY CITY.

CITY's representatives may enter upon the Property at all reasonable times, provided that such right will not be exercised in such a manner as to unreasonably interfere with any business conducted by TENANT on the Property, unless otherwise mutually agreed upon. CITY may also make necessary repairs and, in an emergency, take any action needed to protect persons or property.

22. DAMAGE REPORTING.

All damages sustained to the Property must be brought to the attention of CITY and/or designee no later than twenty-four (24) hours after discovery of the damage by CHAMBER.

23. ADDITIONAL REMEDIES.

The rights of CITY under this Lease are cumulative to all other rights or remedies now or hereafter available to CITY at law or in equity.

24. SURRENDER.

By entering into this Lease, CHAMBER accepts the Property as being in good and sanitary order, condition and repair, except as noted in Exhibit C, and agrees on the last day of the Term, or sooner termination of this Lease, to surrender unto CITY the Property in the same condition as when received, reasonable use and wear excepted, and to remove all of the CHAMBER's personal property from the Property. CHAMBER must, upon the request of CITY, remove from the Property those trade fixtures and other improvements identified by CITY and installed in the Property by or at the direction of CHAMBER, if any, and CHAMBER must repair any damage occasioned by such removal.

25. NOTICES.

Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to

To CITY: City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754
Attn: Paul Talbot, City Manager
Attn: Dan Costley, Director Recreation & Community Services

With a copy to: Jenkins and Hogin
1230 Rosecrans Avenue #110
Manhattan Beach, California 90266
Attn: (Mark Hensley)

To CHAMBER: Monterey Park Chamber of Commerce
700 El Mercado Avenue
Monterey Park, California 91754
Attn: John Man

26. WAIVER OF BREACH.

Any express or implied waiver of a breach of any term of this Lease will not constitute a waiver of any further breach of the same or other term of this Lease.

27. AUTHORITY/MODIFICATION.

The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Lease and to engage in the actions described herein. This Lease may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

28. SEVERABILITY.

If any provisions of this Lease are determined to be void by any court of competent jurisdiction, then such determination must not affect any other provision of this Lease and all such other provisions must remain in full force and

effect. It is the intention of the Parties that if any provision of this Lease is capable of two constructions, one of which would render the provision valid, then the provision must have the meaning which renders it valid.

29. RULES OF CONSTRUCTION.

Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

30. GOVERNING LAW.

This Lease has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Lease will be in Los Angeles County.

31. COUNTERPARTS.

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

32. CAPTIONS.

The captions of the paragraphs of this Lease and the Exhibits attached hereto are for convenience only and must not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

33. INTEGRATION.

This instrument and its attachments constitute the sole agreement between CITY and CHAMBER respecting the Property and correctly sets forth the obligations of CITY and CHAMBER. Any Lease or representations respecting the Property, its leasing and licensing by CITY to CHAMBER not expressly set forth in this instrument are void. There is one attachment to this Lease.

34. AUTHORITY/MODIFICATION.

The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Lease and to engage in the actions described herein. This Lease may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

IN WITNESS WHEREOF, CITY and CHAMBER have executed this Lease as of the date and year first above written.

CITY:

CHAMBER:

CITY OF MONTEREY PARK
CHAMBER OF COMMERCE

MONTEREY PARK

By: _____
Paul Talbot
City Manager

By: _____
John Man
President

ATTEST:

David Barron, City Clerk

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

By: _____
Karl H. Berger,
Deputy City Attorney

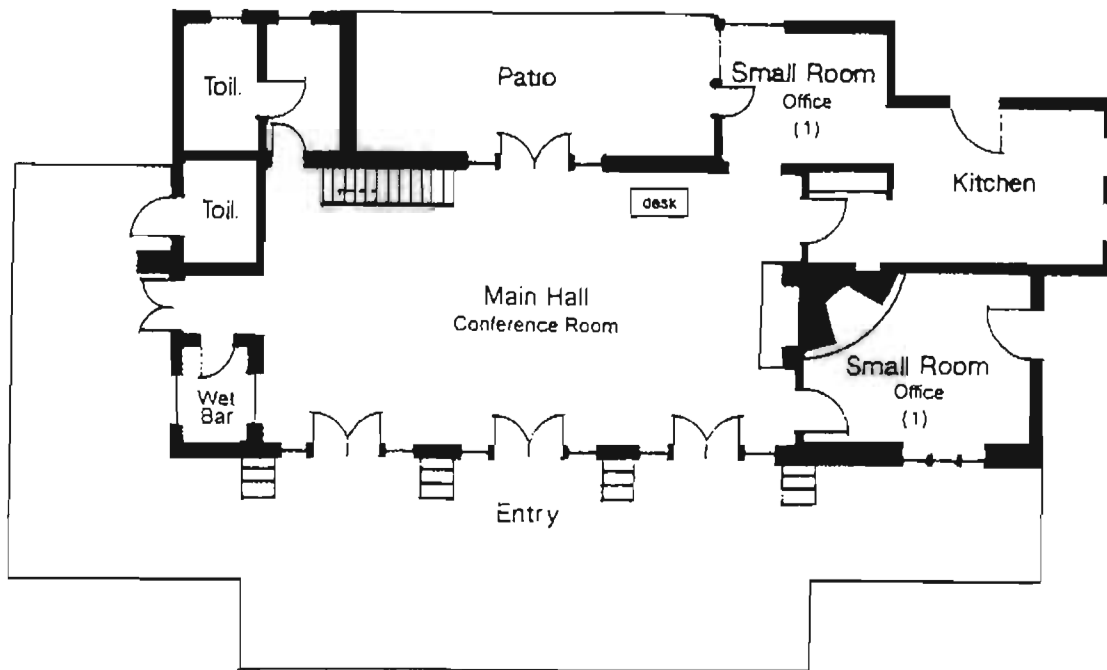
EXHIBIT "A"

THAT PORTION OF LOT 1, BLOCK 12, TRACT 8446, IN THE CITY OF MONTEREY PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 152 PAGES 1 THROUGH 3 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BOUNDED ON THE NORTHWEST BY A LINE PARALLEL WITH AND DISTANT 149.84 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM THAT PORTION OF THE NORTHEASTERLY LINE OF SAID LOT, SHOWN ON SAID MAP AS HAVING A BEARING OF SOUTH 63 DEGREES 22 MINUTES 30 SECONDS EAST AND A DISTANCE OF 65 FEET, AND THE NORTHWESTERLY AND PROLONGATION OF SAID LINE, AND BOUNDED ON THE SOUTHWEST BY A LINE PARALLEL WITH AND DISTANT 149.76 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM THAT PORTION OF THE SOUTHWESTERLY LINE OF SAID LOT, SHOWN ON SAID MAP AS HAVING A BEARING OF NORTH 63 DEGREES 22 MINUTES 30 SECONDS WEST AND A DISTANCE OF 65 FEET AND THE NORTHWESTERLY AND SOUTHEASTERLY PROLONGATION OF SAID LINE.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS, WHICH ARE NOW OR WHICH MAY HEREAFTER BE IN OR SAID PROPERTY.

EXHIBIT "B"



LEGEND

○ Maximum Occupancy



Exhibit C

The CITY agrees to have the following items repaired:

- Southwest door – Bottom wooden panel needs to be replaced, matching the original door
- Center west door – Bottom of door scrapes – wood has expanded and is deteriorating
- Tiles near patio door, and in center of large room need grout.
- Kitchen cabinet – Bottom of cabinet is deteriorating.
- Repair/Replace the motors for the fountains in front of the building.