

CITY OF MONTEREY PARK, AND
THE CITY COUNCIL ACTING ON BEHALF OF THE 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
July 17, 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 Peter Chan, Mitchell Ing, Hans Liang, 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 1-2

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

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

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

- (1) approve payment of warrants and adopt Resolution No. _____ of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **July 17, 2013 totaling \$393.75** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

2. SUCCESSOR AGENCY INVESTMENT REPORT AS OF JUNE 2013

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 (acting on behalf of the Successor Agency)

- (1) Receive and file the investment report as of June 2013; and
- (2) take such additional, related, action that may be desirable.

PRESENTATIONS: 1) SR710 North Study presented by METRO
2) Update on Beth Ryan Day/Mural at Langley Center
3) Strategic Plan Update

ORAL AND WRITTEN COMMUNICATIONS

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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.

CITY OF MONTEREY PARK CONSENT CALENDAR ITEMS 3-8

3. 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 **July 17, 2013 Totaling \$617,043.78** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

4. INVESTMENT REPORT AS OF JUNE 2013

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 June 2013; and
- (2) take such additional, related, action that may be desirable.

5. RESOLUTION DESIGNATING AUTHORIZED AGENTS OF FEDERAL AND STATE FINANCIAL ASSISTANCE UNDER THE NATIONAL DISASTER ACT

Staff is updating the City's authorized agents for Federal or State financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The list must be adopted by Resolution and submitted to the California Emergency Management Agency.

Recommendations: It is recommended that the City Council

- (1) Adopt Resolution No. _____ designating the City Manager or Management Services Director or Public Works Director, or City Controller to act as the agent for the City to apply for Federal and State Financial Assistance under the National Disaster Act; and
- (2) take such additional, related, action that may be desirable.

6. INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING AN AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT

The City's participation in the California HERO Program will enable property owners to finance permanently fixed renewable energy, energy and water efficiency improvements and electric vehicle charging infrastructure on their properties.

Recommendations: It is recommended that the City Council:

- (1) Adopt Resolution No. _____ authorizing the City Manager to execute a Joint Powers Agreement with the Western Riverside Council of Governments (Authority) to Participate in the California Hero Program; authorizing the Authority to take action for including property within the City's jurisdiction in the Hero Program; and authorizing the City Manager or designee to execute such documents needed to implement this resolution; and
- (2) take such additional, related, action that may be desirable.

7. AWARD OF CONTRACT FOR SPIRIT BUS REQUEST FOR PROPOSAL

Staff has solicited proposals through a request for proposal (RFP) for the operation and maintenance of the City's Spirit Buses and is recommending award of contract to Transportation Concepts to start September 1, 2013.

Recommendations: It is recommended that the City Council:

- (1) Award the Spirit Bus contract to Transportation Concepts;
- (2) Authorize the City Manager to execute a contract in a form approved by the City Attorney;
- (3) Appropriate \$810,000 in Proposition A and C Local Returns for Fiscal Year 2013-2014 for the contract cost; and
- (4) take such additional, related, action that may be desirable.

8. ANNUAL RETIREMENT LEVY FOR 2013-14

The City is annually required to establish a tax rate to generate the retirement property tax based on the assessed valuation established by the County Assessor's Office. Monterey Park's assessed valuation subject to the retirement levy for 2013-14 is approximately \$4.8 billion. The projected retirement tax revenue is approximately \$5.6 million for 2013-14. The revenue and monies from the General Fund transfer will be sufficient to fund the projected retirement costs of \$6.7 million for 2013-14. The City is required to submit a Resolution establishing the 2012-13 Retirement Tax Rate to the County before the end of August.

Recommendations: It is recommended that the City Council:

- (1) Adopt Resolution No. _____ identifying the amount of tax revenue required to fulfill the voter's intent in funding the City's Retirement System during Fiscal Year 2013-2014 and authorizing the levy of appropriate taxes; and
- (2) take such additional, related, action that may be desirable.

PUBLIC HEARING

9. IDENTIFICATION SIGNS FOR NON-RESIDENTIAL PROPERTIES

On May 1, 2013, the City Council adopted the comprehensive Title 21 Zoning Code Amendment. City Council requested regulations relating to the use of English in signage. The Ordinance would require all businesses to have at least one sign utilizing the Modern Latin Alphabet.

Recommendations: It is recommended that the City Council

- (1) Open public hearing, hear staff, hear audience, close public hearing;
- (2) Introduce and waive first reading of Ordinance No. _____ adding § 21.24.675 to Chapter 21.24 of the Monterey Park Municipal Code requiring identification signs for non-residential properties with the second reading and adoption at the August 7, 2013 City Council Meeting; and
- (3) take such additional, related, action that may be desirable.

10. CONGESTION MANAGEMENT PROGRAM (CMP) LOCAL DEVELOPMENT REPORT AND SELF-CERTIFICATION RESOLUTION (CMP 12-13)

The Los Angeles County Metropolitan Transportation Authority (MTA) requires the City to submit the 2012/13 CMP Local Development Report and Self-Certification Resolution to maintain compliance with the Congestion Management Program (CMP).

Recommendations: It is recommended that the City Council

- (1) Open public hearing, hear staff, hear audience, close public hearing;
- (2) Adopt Resolution No. _____ finding that the City of Monterey Park is in compliance with the Congestion Management Program; and
- (3) take such additional, related, action that may be desirable.

UNFINISHED BUSINESS

11. CONSIDER APPROVING SITE TO COMMIT HOME FUNDS TO A CERTIFIED COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDO'S) FOR DEVELOPMENT OF AFFORDABLE HOUSING

The City of Monterey Park received an annual allocation of HOME program funds from the United States Department of Housing and Urban Development (HUD). HOME Program requires cities to set aside a minimum of 15 percent of their HOME allocations for housing development activities in which qualified CHDO's are the owners, developers and/or sponsors of the affordable housing project.

Recommendations: It is recommended that the City Council

- (1) Evaluate the proposals;
- (2) Recertify the eligibility of LINC Housing Corporation ("LINC") and certify Oldtimers Housing Development Organization's (CHDO's) to be eligible to receive HOME Investment Partnerships Program (HOME) funds;
- (3) Identify a site to commit HOME funds to a CHDO for the development of affordable housing; and
- (4) take such additional, related, action that may be desirable.

NEW BUSINESS

None.

COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council communications and committee reports from Council Representatives of specific organizations.

CLOSED SESSION

None.

ADJOURN

CONSENT CALENDAR ORAL AND WRITTEN COMMUNICATIONS

Staff Report *City of Monterey Park*

July 17, 2013

To: Paul Talbot, City Manager

From: Annie Yaung, CPFO, Controller

Subject: Warrant Register for Successor Agency to the Former Community
Redevelopment Agency of July 17, 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 176 (SA)

Fiscal Impact

Disbursements from all SA funds total \$393.75.

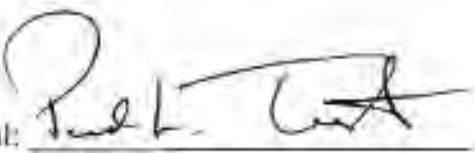
Recommendation

Adopt SA Resolutions approving payment of warrants.

By:


Annie Yaung, CPFO
Controller

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 17TH DAY OF JULY 2013
TOTALING \$393.75 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:

Merged Project Projects	393.75
Total	<u>\$ 393.75</u>

PASSED, APPROVED AND ADOPTED THE 17TH DAY OF JULY 2013.

Teresa Real Sebastian, Mayor
City of Monterey Park, California

ATTEST:

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

Resolution No. SA-
Page 2

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 17th day of July 2013 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

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

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/17/2013

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PAUL, PLEVIN, SULLIVAN & CONNAUGHT	0870-801-1203-31600	393.75	ATS LITIGATION CHARGES		176	393.75
TOTAL FOR PRINTED WARRANTS						393.75

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/17/2013

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TOTAL FOR PREPAID WARRANTS	0.00
TOTAL FOR PRINTED WARRANTS	393.75
TOTAL WARRANTS	393.75
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	0
TOTAL CHECKS PRINTED	1
TOTAL CHECKS ISSUED	1

CITY OF MONTEREY PARK
 FINAL WARRANT REGISTER
 COUNCIL MEETING DATE 07/17/2013
 FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0870	MERGED CAPITAL PROJECTS	0.00	393.75	393.75
	TOTAL	0.00	393.75	393.75

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 2 (SA)

DATE: July 17, 2013

TO: Paul Talbot, City Manager

FROM: Annie Young, CPFO, Controller

SUBJECT: Successor Agency Monthly Investment Report – June 2013

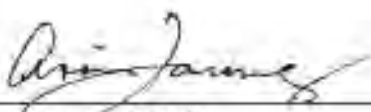
DISCUSSION

As of June 30, 2013 invested funds for the City of Monterey Park is as follows:

• Successor Agency (SA) Savings	\$ 7,102,148.17
• Successor Agency (SA) Checking	58,002.76
• Successor Agency (SA) RORF	<u>173,783.00</u>
Total	<u>\$ 7,333,933.93</u>

RECOMMENDATION

Receive and file the monthly investment report.

By: 
Annie Young, CPFO
Controller

Approved: 
Paul Talbot
City Manager

[Presentations- SR710 North Study](#)

Staff Report City of Monterey Park

DATE: July 17, 2013

TO: Paul Talbot, City Manager
FROM: Dan Costley, Recreation and Community Services Director
SUBJECT: Update on Beth Ryan Day / Mural at Langley Center

DISCUSSION:

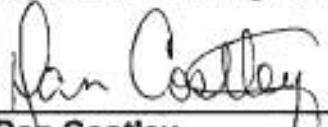
For over thirty years, Langley Senior Center was supervised by Recreation Superintendent Beth Ryan, who was instrumental in the success and expansion of the center. In 2011, the City Council honored Mrs. Ryan's contribution by naming the newly completed and adjacent pocket park 'Beth Ryan Park'. After Mrs. Ryan's passing in July 2012, the Monterey Park Friends of the Seniors non-profit organization wished to honor her memory. The Friends of the Seniors organization would like to add a mural in the large lunch room that depicts drums and bongos that represent the diverse cultures who participate at the Senior Center, along with Mrs. Ryan's portrait.

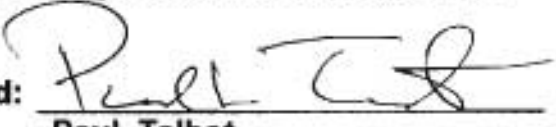
At the June 17th Commission on Aging meeting, the Commission heard the proposed plans for the mural and gave it their support. The mural itself is being designed by noted artist Nathan Mauden, who will direct the public in dipping their hands in paint, then placing them on the wall to form the mural; Mr. Mauden did the mural of a Husky at Highlands School. The painting is scheduled to take place on Monday, July 29th, which coincides with a memorial Celebration of Beth's life.

Also on July 29th, the City will unveil two new monument signs at Langley: a Langley Senior Center sign at Emerson & Ynez, and the "Beth Ryan Park" sign along McPherrin.

FISCAL IMPACT:

None – the Monterey Park Friends of the Seniors organization has committed to paying for all expenses involving the Beth Ryan Park monument sign; as well as the cost of the mural.

By: 
Dan Costley
Director of Recreation and
Community Services

Approved: 
Paul Talbot
City Manager

Monterey Highland







CITY OF MONTEREY PARK
SIX-MONTH STRATEGIC OBJECTIVES

April 16, 2013 - October 15, 2013

Next Strategic Planning Sessions is October 29 and 30, 2013

**A. THREE-YEAR GOAL: IMPROVE ORGANIZATIONAL EFFECTIVENESS AND EFFICIENCY,
 INCLUDING ATTRACTING AND RETAINING QUALITY EMPLOYEES**

WHEN	WHO	WHAT	STATUS			COMMENTS
			Done	On Target	Revised	
1. Weekly	City Manager	Call or have a face-to-face meeting with each City Council member.		X		
2. May 1, 2013	Interim Dir. of Community Development – lead, interim Public Works Dir., Fire Chief	Implement a process for improving the permit process.		X		Contract approved, implementation getting started.
3. June 15, 2013	Interim Public Works Dir.	Develop and present to the City Council for review draft City Hall signage in three languages (English, Spanish, Chinese).		X		Contract amended, signs to be installed next month.
4. Sept. 30, 2013	City Manager HR Director	Present to City Council a plan to fill the vacant Finance Dir. position.		X		Position being recruited.
5. July 15, 2013	HR Director - lead, Police Chief, Library Director	Develop a 360-degree employee/City Council evaluation system and present to the City Council for review.		X		Evaluation Forms tabulated, being reviewed by Department Directors.
6. Oct. 15, 2013	Recreation and Community Services Director and Deputy City Clerk	Will present to City Council a variety of site selections for future Communitywide Council Meetings		X		ELAC scheduled for October 2, 2013
7. Aug. 15, 2013	Police Chief - lead, Recreation and Community Services Dir., Support Services Mgr.	Develop a Customer Service Plan, including a customer survey and strategies to remove bureaucratic barriers and help us become more user-/customer-friendly and present to the City Council for action.		X		Draft form being reviewed by Department Directors.
8. Sept. 15, 2013	HR Dir. and Dep. City Clerk	Determine the feasibility of digitizing all city records, including the cost, and make a recommendation to the City Council for action.		X		City Clerk's Office is developing quotes and procedures.
9. Oct. 15, 2013	Recreation and Community Services Dir., working with the Deputy City Clerk and the Civic Plus consultant	Revamp and upgrade the city's website that will help attract new businesses, attract visitors, assist in staff recruitment; to include the city's organizational structure and history; to include a comprehensive city calendar, a photo of each department head and a list of new businesses as well as possibly include, if feasible, a list of vacant business spaces.		X		
10. Oct. 15, 2013	HR Director and Recreation and Community Services Dir.	Schedule, plan and hold an employee recognition event and a volunteer recognition event for FY 2013-2014.		X		Employee Picnic scheduled for July 31, 2013.
11. Oct. 15, 2013	Dep. City Clerk and Support Services Mgr., working with a Knight Communications consultant	Investigate the feasibility of having a touch screen directory in English, Spanish and Chinese at City Hall, including cost, and present a recommendation to the City Council for action.		X		Staff is researching a variety of vendors.
12. Aug. 30, 2013	City Manager and HR Director	Fill the Public Works and Development Services/Economic Development Directors positions.		X		Recruitment process has begun and flyers have been circulated.

B. THREE-YEAR GOAL: *ACHIEVE FINANCIAL STABILITY*

WHEN	WHO	WHAT	STATUS			COMMENTS
			Done	On Target	Revised	
1. At the August 7, 2013 City Council meeting	Support Services Mgr. – lead, Financial Services Mgr., working with the financial rate consultant	Present to the City Council for action a Financial Rate Study and an implementation date.			X	Staff is developing more detailed explanations on changes.
2. Aug. 15, 2013	Interim Public Works Dir.	Study the feasibility of replacing streetlights and lighting in city facilities with energy efficient lights to reduce city costs and make a recommendation to the City Council for action.		X		Staff is working on an audit.
3. Oct. 15, 2013	HR Dir. – lead, Financial Services Mgr., City Manager	Retiree Lifetime Medical Benefits (AKA "OPEB" other post-employment benefits)		X		
4. Oct. 15, 2013	Interim Public Works Dir.	Complete the 218 Water, Sewer and Trash Rate process and present a recommendation to the City Council for action.		X		Sewer Master Plan study underway.
5. Oct. 15, 2013	Fire Chief and City Manager	Research and present to the City Council for direction alternative means of fire protection and EMS service delivery to reduce costs.		X		Joint City discussion underway to see how we can be more effective.

**C. THREE-YEAR GOAL: *IMPROVE COMMUNITY-WIDE BEAUTIFICATION
AND PARTICIPATION***

WHEN	WHO	WHAT	STATUS			COMMENTS
			Done	On Target	Revised	
1. On May 18, 2013	Recreation and Community Services Dir. - lead, Mayor Teresa Real Sebastian and Mayor pro tem Anthony Wong	Hold an expanded Play Day event with increased community participation.	X			
2. June 1, 2013	Interim Community Development Dir.	Complete renovation of housing on Chandler Street.	X			
3. June 15, 2013	Recreation and Community Services Dir.	Present to the City Council for action a citywide CIP (Capital Improvement Project) for all city parks.	X			Approved in 2013-2014 Budget.
4. Sept. 30, 2013	Police Chief	Make recommendations to the City Council for input and direction regarding a plan to address parking of large commercial and recreational vehicles on city streets.		X		Will be presented to Council by September.
5. July 15, 2013	Interim Dir. of Community Development - lead, Police Chief, City Attorney	Recommend a strategy(ies) to the City Council for action to prevent stray shopping carts throughout the community.		X		Developing a strategy of enforcing existing code.
6. Aug. 1, 2013	Interim Public Works Dir. and Interim Community Development Dir.	Complete painting and necessary cosmetic and infrastructure improvements to the City Hall building.		X		Contract awarded on exterior. Interior paint is completed.
7. Oct. 15, 2013	Mayor Teresa Real Sebastian - lead, and Recreation and Community Services Dir.	Implement two quarterly Volunteer Clean-Up Program days.		X		2nd date will be in the fall at Barnes Park.
8. Oct. 15, 2013	Interim Public Works Dir. and the Recreation and Community Services Dir.	Complete ADA improvements and install the new monument signs at all city parks.		X		Signs have been delivered, awaiting contractor work to begin in the parks.
9. Oct 15, 2013	Interim Dir. of Community Development - lead, Police Chief, Fire Chief, with community input	Recommend to the City Council for direction names for various commercial and residential districts in the city.		X		
10. FUTURE OBJECTIVE	Interim Public Works Dir. - lead, Police Chief, Recreation and Community Services Dir.	Develop the plans for a citywide bike route, community garden and dog park and present to the City Council for action.	X			

D. THREE-YEAR GOAL: *ENHANCE ECONOMIC DEVELOPMENT, INCLUDING COMPLETION OF TOWNE CENTRE AND MARKET PLACE*

WHEN	WHO	WHAT	STATUS			COMMENTS
			Done	On Target	Noticed	
1. On April 23, 2013	Interim Community Development Dir. – lead, City Manager, Police Chief, Fire Chief	Seek input from business owners in the South Garfield Commercial District on how to improve their businesses and to get feedback on how the city can improve its service to businesses.		X		
2. At the April 23, 2013 City Council meeting	Interim Community Development Dir.	Present several housing proposals for City Council for consideration.		X		
3. By July 1, 2013 and By Oct. 1, 2013	Interim Community Development Dir.	Provide the City Manager and City Council updates on the performance and construction schedule for Towne Centre and Market Place.		X		
4. June 15, 2013	Interim Community Development Dir. and Interim Public Works Dir.	Present to the City Council for direction a conceptual plan to improve the appearance of the Monterey Pass Road Commercial-Industrial District.		X		Conceptual Plan is being prepared.
5. Aug. 15, 2013	City Manager, working with the HR Dir. and Interim Community Development Dir. and the economic development consultant	Develop and present to the City Council for action a plan to rebuild the city's Economic Development Program.		X		Department Head Position is being recruited.
6. Aug. 15, 2013	Interim Community Development Dir., working with the economic development consultant	Complete a citywide Hotel Feasibility Study and present the results to the City Manager.		X		PKF has completed their analysis.
7. By Aug. 15, 2013	Interim Public Works Dir.	Hold a Transportation Forum to discuss 710 Freeway completion, SR 60 Gold Line Extension and other transportation issues.	X			Held at Elder Park on June 1st
8. Sept. 15, 2013	Interim Community Development Dir.	Recommend to the City Council for action the hiring of a consultant for modification of the South Garfield Specific Plan.		X		
9. Sept. 15, 2013	Police Chief	Recommend to the City Council for action the streamlining of the Tourist Bus Ordinance.		X		Revisions to be presented in September.
10. Oct. 1, 2013	Interim Community Development Dir. working with a design consultant	Explore the feasibility of creating a Specific Sign Program for North Atlantic to attract more tourists and make a recommendation to the City Council for direction.		X		Developing a Conceptual Plan.
11. Oct. 15, 2013	Interim Public Works Dir./City Engineer	Present to the City Council for action the final map for Market Place, which shall include all easements.		X		
12. Oct. 15, 2013	Interim Community Development Dir. and the economic development consultant	Present to the CC a plan for use of the \$1.6M set aside from the sale of the parking lot at Towne Centre to be used for economic development.		X		
13. Oct. 15, 2013	Interim Community Development Dir. and the economic development consultant	Develop a Business Façade Improvement Loan Program and present to the City Council for action.		X		
14. FUTURE OBJECTIVE	City Manager and Interim Community Development Dir.	Hold a City Council workshop to review the city's existing Specific Plans and identify potential enhancements and discuss a new Specific Plan for Monterey Pass Road.		X		

ORAL AND WRITTEN COMMUNICATIONS

Staff Report City of Monterey Park

July 17, 2013

To: Paul Talbot, City Manager
From: Annie Yaung, CPFO, Controller
Subject: Warrant Register for the City of Monterey Park of July 17, 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 293820-294014.

Fiscal Impact

Disbursements from all funds total \$617,043.78.

Recommendation

Adopt City Resolutions approving payment of warrants.

By: _____

Annie Yaung, CPFO
Controller

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 17TH DAY OF JULY 2013
TOTALING \$617,043.78 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	\$ 178,076.65
State Gas Tax Fund	810.25
Sewer Fund	7,471.90
Refuse Fund	17,411.98
City Shop Fund	21,231.46
Separation Benefits Fund	1,662.00
General Liability Fund	2,462.50
Technology Internal Service Fund	14,105.00
Payroll Clearing Account	8,759.33
Public Safety Impact Fee	528.61
Special Deposits Fund	15,646.68
Water Fund	73,000.59
Water Treatment Fund	184,940.02
OPA Proposition A	9,183.06
Measure R Fund	4,787.22
Library Tax Fund	748.02
El Civic Education Grant	1,447.85
Home Housing Program	5,587.40
Recreation Fund	1,967.00
Asset Forfeiture	4,210.51
Construction Agency Fund	1,320.00
Cal Library Literacy Svc Grant	227.60
Air Quality Improvement Fund	60.00
Prop C	3,376.83
CDBG Fund	8,905.36
Maintenance District 93-1	53.52
Used Oil Recycling Block Grant	237.50
Recreation Grant (075)	23,611.50
Maintenance Grant (075)	4,414.00
ELAC Instructional Serv Prog	35.69
MTA Call For Project Grant	334.12
Assistance to Firefighter-City	1,698.07
Sustainable Comm Planning	1,228.96
City/Housing Successor Agency	17,502.60
 TOTAL	 <u>\$ 617,043.78</u>

PASSED, APPROVED AND ADOPTED THE 17TH DAY OF JULY 2013.

Teresa Real Sebastian, Mayor
City of Monterey Park, California

ATTEST

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

RESOLUTION NO.

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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 17th day of July 2013 by the following vote of the Council:

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

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

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 07/17/2013

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AMC CARD PROCESSING SERVICES INC	0075-450-0075-08370	1,125.00	EE SERVICES PROGRAM (TRUST)		293820	
	0010-801-1801-32200	9.95	EE SERVICES PROGRAM		293820	1,134.95
AT & T	0010-801-3112-32050	5.09	PHONE SERVICE		293821	
	0010-801-3114-32050	3.81	PHONE SERVICE		293821	8.90
	0010-801-3113-32050	34.78	PHONE SERVICE		293822	
						34.78
AT&T	0010-801-3112-32050	3,860.83	INTERNET/PHONE SERVICE		293823	
	0010-801-3113-32050	14.67	INTERNET/PHONE SERVICE		293823	
	0010-801-3114-41100	15.93	INTERNET/PHONE SERVICE		293823	
	0010-801-1404-32050	66.84	INTERNET/PHONE SERVICE		293823	
	0010-801-1408-32050	120.26	INTERNET/PHONE SERVICE		293823	
	0043-801-1404-32050	38.43	INTERNET/PHONE SERVICE		293823	
	0092-801-1404-32050	46.67	INTERNET/PHONE SERVICE		293823	
	0010-801-1408-32050	918.08	INTERNET/PHONE SERVICE		293823	
	0010-801-3112-32050	612.05	INTERNET/PHONE SERVICE		293823	
	0010-801-3201-32050	306.03	INTERNET/PHONE SERVICE		293823	
	0010-801-6001-32050	102.01	INTERNET/PHONE SERVICE		293823	
	0169-801-2201-32050	102.01	INTERNET/PHONE SERVICE		293823	6,203.81
CUEVAS BILL	0010-801-3103-33100	20.00	PETTY CASH-PARKING		293824	
	0010-801-3102-22750	8.04	PETTY CASH-REFRESHMENT		293824	
	0060-801-4211-22250	87.37	PETTY CASH-FUEL		293824	
	0010-801-3103-22750	47.88	PETTY CASH-SUPPLIES		293824	
	0010-801-3101-22670	42.73	PETTY CASH-SUPPLIES		293824	
	0010-801-3101-22670	87.21	PETTY CASH-SUPPLIES		293824	
	0010-801-3103-33100	24.75	PETTY CASH-PARKING		293824	
	0010-801-3103-33100	16.50	PETTY CASH-PARKING		293824	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CUEVAS BILL	0010-801-3103-38400	76.29	PETTY CASH-SUPPLIES		293824	
	0010-801-3103-33100	10.50	PETTY CASH-PARKING		293824	
	0010-801-3104-33400	20.00	PETTY CASH-PARKING		293824	
						441.27
CINTAS CORPORATION	0010-801-6001-38400	90.93	LIBRARY GRAY MATS		293825	
	0010-801-6001-38400	95.43	LIBRARY GRAY MATS		293825	
						186.36
CLUB SERVICES	0010-801-3210-39400	2,398.00	FIRE FITNESS EQUIPMENT		293826	
						2,398.00
EAGLE PORTABLES INC.	0010-801-6508-39720	480.50	4TH OF JULY-PORTABLE TOILET		293827	
						480.50
SERGIO GONZALEZ	0061-220	1,662.00	ADVANCE DISABILITY PENSION		293828	
						1,662.00
JWA URBAN CONSULTANTS INC	0880-801-1204-31950	4,325.25	CONSULTING SERVICES	70408	293829	
	0880-801-1204-31950	6,017.00	CONSULTING SERVICES	70408	293829	
	0169-801-2201-31850	3,388.00	CONSULTING SERVICES	70500	293829	
	0152-801-2206-31850	2,310.00	CONSULTING SERVICES		293829	
						16,040.25
L N CURTIS & SONS	0431-801-5004-99720	342.70	FIRE PARTS		293830	
	0071-801-5004-99720	85.67	FIRE PARTS		293830	
						428.37
LOS ANGELES COUNTY FIRE DEPT.	0010-801-3210-38400	1,829.09	REPAIR FIRE ENGINE		293831	
	0431-801-5004-99720	1,355.37	REPAIR FIRE ENGINE		293831	
	0071-801-5004-99720	338.10	REPAIR FIRE ENGINE		293831	
						3,522.56
MONTEREY PARK PETTY CASH	0010-801-1403-39400	117.52	PETTY CASH-MILEAGE		293832	
	0010-801-1403-39400	21.47	PETTY CASH-MILEAGE		293832	
	0010-801-3210-32200	19.95	PETTY CASH-POSTAGE		293832	
	0010-801-6509-38400	128.62	PETTY CASH-SUPPLIES		293832	

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						287.56
SOUTHERN CALIFORNIA EDISON CO.	0152-701-0152-05451	37.51	ELECTRICITY-325HM POMONA		293833	
	0880-701-0880-05451	55.11	ELECTRICITY-325HM POMONA		293833	
	0152-701-0152-05453	55.43	ELECTRICITY-341WR POMONA		293833	
	0152-701-0152-05452	23.58	ELECTRICITY-371HM POMONA		293833	
	0880-701-0880-05452	1.50	ELECTRICITY-371HM POMONA		293833	
						173.13
VERIZON WIRELESS	0092-801-4222-32050	152.04	WIRELESS DATA SERVICE		293834	
	0160-801-3115-38400	38.01	WIRELESS DATA SERVICE		293834	
						190.05
MICHAEL J WEDDINGTON	0010-801-3210-39400	1,440.00	FIRE-TRAINING		293835	
						1,440.00
	TOTAL FOR PREPAID WARRANTS					34,632.49

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
A & R NURSERY	0010-801-6517-38550	152.60	LANDSCAPE SUPPLIES		293848	152.60
AAA ELECTRICAL SUPPLY, INC.	0010-801-4210-23400	296.55	BLDG MAINT SUPPLIES		293849	296.55
ADLERHORST INTERNATIONAL INC.	0160-801-3103-22800	266.66	POLICE TRAINING		293850	266.66
ADVANCE PEST TERMITE CONTROL	0010-801-3104-38400	30.00	PEST CONTROL		293851	30.00
AIR CLEANING SYSTEMS	0010-801-3210-38400	577.60	FIRE STATION 62 REPAIR		293852	577.60
ALACO LADDER COMPANY	0010-801-3210-38400	2,000.00	FIRE-LADDER REPAIR	70165	293853	2,505.60
	0010-801-3210-38400	505.60	FIRE-LADDER REPAIR		293853	
ALLIED INTERPRETING SERVICE	0062-801-5101-35650	458.00	CLAIMS SERVICE-Z.XU		293854	2,277.50
	0062-801-5101-35650	987.00	CLAIMS SERVICE		293854	
	0062-801-5101-35650	832.50	CLAIMS SERVICE		293854	
AMERICA'S INSTANT SIGNS, INC.	0343-801-5004-91515	23,611.50	PARK MONUMENT SIGNS	70525	293855	23,611.50
ANIMAL PEST MANAGEMENT SVCS	0010-801-3111-31950	3,000.00	TRAPPING SERVICE	70203	293856	3,000.00
ARGIL BLDG. MATERIAL CO.	0010-801-4202-22400	245.79	CONCRETE		293857	245.79
BOBBY ARTEAGA	0010-701-0010-07050	35.70	REFUND PICNIC RESERVATION		293858	35.70
AT & T MOBILITY (DBA)	0071-801-3201-39460	104.84	FIRE EOC SATELLITE PHONE		293836	104.84
AT&T	0010-801-6001-32050	194.04	INTERNET/PHONE SERVICE		293837	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						194.04
B & K ELECTRIC WHOLESALE	0093-801-4227-23300	680.73	WATER ELECTRICAL SUPPLIES	70141	293859	680.73
B W GRAPHICS	0010-801-1701-39250	320.46	YARD SALE PERMIT FORM		293860	
	0092-801-1201-21250	89.38	BUSINESS CARDS-D.RAMIREZ		293860	
	0043-801-4208-39250	32.70	BUSINESS CARDS-R.HARRIS		293860	442.54
BG PETROSPECS	0060-801-4211-22250	81.53	FLEET SUPPLIES		293861	81.53
BURRO CANYON SHOOTING PARK DBA	0010-801-3103-22620	131.20	POLICE RANGE FEE		293862	
	0010-801-3103-24100	48.80	POLICE RANGE FEE		293862	180.00
BUSY BEE MESSENGER SERVICE INC	0010-801-1301-31750	905.00	MESSENGER SERVICE		293863	905.00
CAAD LLC	0092-801-4220-37500	661.90	WATER BILL MAILING SERVICE		293864	661.90
CALBO TRAINING INSTITUTE	0010-801-1703-33200	478.64	BUILDING CODE WORKSHOP		293865	
	0010-801-1702-33200	370.00	BUILDING CODE WORKSHOP		293865	
	0010-801-1701-33200	51.36	BUILDING CODE WORKSHOP		293865	900.00
	0010-801-1703-39300	215.00	DEVELOPMENT MEMBERSHIP		293866	215.00
CALIFA	0010-801-6003-38400	100.00	LIBRARY SUBSCRIPTION		293867	100.00
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	341.10	WATER SERVICE		293838	341.10
	0092-801-4222-36300	13.61	WATER SERVICE		293868	13.61

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CALOX, INC	0010-801-3210-22750	92.00	FIRE MEDICAL SUPPLIES		293869	
	0010-801-3210-22750	21.25	FIRE MEDICAL SUPPLIES		293869	113.25
CAMINO REAL CHEVROLET	0060-801-4211-38450	2,000.00	FLEET REPAIR UNIT 029		293870	2,000.00
CANON FINANCIAL SERVICES, INC.	0010-801-1701-37500	876.74	COPIER MACHINE RENTAL	70492	293871	
	0092-801-4220-37500	1,479.24	COPIER MACHINE RENTAL	70492	293871	
	0010-801-1702-39250	200.00	COPIER MACHINE RENTAL	70492	293871	2,555.98
ORIANA W. CHAN	0075-450-0075-08630	150.00	REFUND SECURITY DEPOSIT(TRUST)		293872	150.00
CHARTER COMMUNICATIONS	0010-801-6003-38400	953.60	INTERNET/CABLE SERVICE		293873	953.60
YANLING CHEN	0010-701-0010-07430	21.82	REFUND BOOKS		293874	21.82
CINTAS CORPORATION	0092-801-4221-22310	55.65	WATER UNIFORMS		293875	
	0092-801-4222-22310	106.70	WATER UNIFORMS		293875	
	0092-801-4223-22310	133.53	WATER UNIFORMS		293875	
	0092-801-4221-22310	58.45	WATER UNIFORMS		293875	
	0092-801-4222-22310	108.19	WATER UNIFORMS		293875	
	0092-801-4223-22310	112.04	WATER UNIFORMS		293875	574.56
CLEANCIERGE INC.	0010-801-3210-39050	410.02	FIRE UNIFORM CLEANING		293876	
	0010-801-3210-39050	437.80	FIRE UNIFORM CLEANING		293876	847.82
COME LAND MAINTENANCE COMPANY	0092-801-4210-38250	2,450.00	JANITORIAL SERVICE	70666	293877	
	0010-801-3114-38250	650.00	JANITORIAL SERVICE	70666	293877	
	0092-801-4222-38250	300.00	JANITORIAL SERVICE	70666	293877	
	0060-801-4211-38400	140.00	JANITORIAL SERVICE		293877	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						3,540.00
COMMUNICATIONS CENTER (DBA)	0010-801-3102-39250	269.57	POLICE EQUIPMENT CERTIFICATION		293878	269.57
COMPUTER SERVICE COMPANY	0010-801-4206-38400	6,572.10	TRAFFIC SIGNAL MAINTENANCE	70323	293879	
	0010-801-4206-38400	6,756.13	TRAFFIC SIGNAL MAINTENANCE	70323	293879	13,328.23
DAN COSTLEY	0075-450-0075-08915	220.12	CLEANUP DAY SUPPLIES (TRUST)		293880	220.12
COUNTY OF LOS ANGELES	0010-801-3111-31950	10,820.68	ANIMAL CONTROL SERVICES	70370	293881	
	0010-701-0010-02420	85.00-	ANIMAL CONTROL-CREDIT		293881	
	0010-701-0010-02410	770.00-	ANIMAL CONTROL-LICENSES FEES		293881	9,965.68
CREATIVE BUS SALES INC	0060-801-4211-23500	53.65	SPIRIT BUS PARTS UNIT 982		293882	53.65
DAILY JOURNAL CORPORATION	0010-801-1301-31750	82.50	LEGAL NOTICE		293883	
	0043-801-1301-34050	277.20	LEGAL NOTICE	70069	293883	
	0043-801-1301-34050	277.20	LEGAL NOTICE	70069	293883	636.90
KAREN DAVIES	0159-701-0159-07010	65.00	REFUND RECREATION CLASS		293884	65.00
DELL MARKETING LP	0010-801-3115-38400	994.48	COMPUTER/SUPPLIES		293885	
	0010-801-3115-38400	1,970.14	COMPUTER/SUPPLIES		293885	
	0010-801-3115-38400	1,112.50	COMPUTER/SUPPLIES		293885	
	0109-801-4201-31950	1,324.69	COMPUTER/SUPPLIES	70648	293885	5,401.81
LI ADAM DENG	0010-801-3101-11450	135.00	POLICE COURT TIME		293886	135.00
DIVISION OF THE STATE ARCHITECT	0010-701-0010-02020	74.85	STATE FEES-BUSINESS LICENSE		293887	

CITY OF MONTEREY PARK
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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						74.85
DUKE'S LANDSCAPING INC.	0022-801-4202-31950	349.00	GARDENING SERVICES		293888	349.00
EL NATIVO GROWERS, INC.	0010-801-6517-38550	109.00	PARKS PLANTS		293889	109.00
EMPIRE CLEANING SUPPLY	0010-801-6517-22150	588.88	JANITORIAL SUPPLIES	70249	293890	588.88
ENDEAVOR PRINT INC.	0354-801-5004-99005	334.12	SPIRIT BUSES GRAPHICS	70668	293839	7,957.12
	0109-801-4201-39250	1,265.74	SPIRIT BUSES GRAPHICS	70668	293839	
	0109-801-4201-31950	6,357.26	SPIRIT BUSES GRAPHICS	70668	293839	
ENVIRONMENTAL SOLUTIONS (DBA)	0060-801-4211-38410	1,377.44	FLEET PARTS	70033	293891	1,377.44
ENVIROTEK CORPORATION (DBA) ENVIRO	0010-801-4202-23950	965.10	GRAFFITI REMOVAL CHEMICALS		293892	965.10
FEDERAL SIGNAL CORPORATION -EMERG.	0092-801-4211-54100	2,344.65	FLEET CONVERSION UNIT 088		293893	2,344.65
FERGUSON, PRAET, & SHERMAN	0062-801-5101-31600	185.00	LEGAL FEES-B. TRAN		293894	185.00
GALLADE CHEMICAL, INC.	0092-801-4222-23300	907.97	WATER CHEMICAL	70368	293895	907.97
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		293896	72.00
	0010-801-3113-22600	24.00	PHYSICAL		293896	
	0010-801-3113-22600	24.00	PHYSICAL		293896	
GARVEY EQUIPMENT COMPANY	0010-801-6517-24100	32.65	PARKS SUPPLIES	70250	293897	
	0010-801-6517-24100	296.43	PARKS SUPPLIES	70250	293897	
	0010-801-6517-23050	358.63	PARKS SUPPLIES	70250	293897	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						687.71
GENERAL PUMP COMPANY, INC.	0092-801-4225-81240	278.00	WATER-PUMP REPAIR	70138	293898	
	0092-801-4225-81240	7,022.33	WATER-PUMP REPAIR	70138	293898	
	0092-850-4224-81240	8,273.99	WATER-PUMP REPAIR	69580	293898	
						15,574.32
GLADWELL GOVERNMENTAL SERVICES INC	0010-801-1301-31750	500.00	CITY CLERK-TRAINING		293899	
						500.00
GOLDEN STAR TECHNOLOGY INC/DBA: GS	0063-801-5002-99055	4,355.00	NETWORK EQUIP UPGRADE	70632	293900	
						4,355.00
GORDON TERMITE CONTROL INC	0092-801-4221-22750	110.00	PEST CONTROL		293901	
						110.00
GRAINGER	0010-801-4210-23400	167.60	ELECTRICAL SUPPLIES		293902	
	0092-801-4222-24100	763.21	ELECTRICAL SUPPLIES	70129	293902	
	0010-801-4210-23400	311.74	ELECTRICAL SUPPLIES		293902	
	0010-801-4210-23400	249.39	ELECTRICAL SUPPLIES		293902	
	0010-801-4210-23400	311.74	ELECTRICAL SUPPLIES		293902	
	0093-801-4227-23700	359.70	ELECTRICAL SUPPLIES	70129	293902	
	0010-801-4210-23400	146.61	ELECTRICAL SUPPLIES		293902	
						2,309.99
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-38400	245.00	FLEET TIRE	70022	293903	
	0060-801-4211-23500	1,498.60	FLEET TIRE	70022	293903	
	0060-801-4211-23500	329.06	FLEET TIRE		293903	
						2,072.66
TROY GRANT	0010-801-3120-39700	187.00	NATIONAL NIGHT OUT SUPPLIES		293840	
	0010-801-3120-39700	294.63	COMMUNITY EVENT SUPPLIES		293840	
						481.63
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	56.51	FLEET PARTS	70023	293904	
						56.51
HAROLD'S KEY SHOP, INC.	0092-801-4210-23050	124.90	KEY/LOCK SERVICES		293905	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HAROLD'S KEY SHOP, INC.	0092-801-4210-23050	347.67	KEY/LOCK SERVICES		293905	
	0092-801-4210-23050	310.09	KEY/LOCK SERVICES		293905	782.66
HARRY'S RADIATOR SHOP	0060-801-4211-38400	546.09	FLEET REPAIR-UNIT 925	70024	293906	546.09
BENANCIO HERRERA JR.	0075-450-0075-08550	197.15	LANGLEY SUPPLIES (TRUST)		293907	197.15
HI STANDARD AUTOMOTIVE, LLC	0060-801-4211-38410	2,494.36	FLEET PARTS-PD LED LIGHTS		293908	2,494.36
HOME DEPOT CREDIT SERVICES	0092-801-4210-23050	261.12	HARDWARE SUPPLIES		293909	
	0010-801-6517-38550	252.47	HARDWARE SUPPLIES		293909	
	0092-801-4210-23050	251.77	HARDWARE SUPPLIES		293909	
	0092-801-4210-23050	68.25	HARDWARE SUPPLIES		293909	
	0092-801-4210-23050	252.01	HARDWARE SUPPLIES		293909	
	0092-801-4210-23050	752.19	HARDWARE SUPPLIES		293909	
	0010-801-3210-38400	21.76	HARDWARE SUPPLIES		293909	
	0010-801-3210-38400	65.74	HARDWARE SUPPLIES		293909	
	0010-801-6517-22400	170.39	HARDWARE SUPPLIES	70251	293909	2,095.70
HOUSING RIGHTS CENTER	0169-801-2201-41200	1,872.60	FAIR HOUSING	70403	293910	1,872.60
INTERNATIONAL CODE COUNCIL, INC	0010-801-1703-39350	933.29	BUILDING CODE BOOKS		293911	
	0010-801-1703-21200	88.54	BUILDING CODE BOOKS		293911	
	0010-801-1702-39300	175.00	BUILDING CODE BOOKS		293911	
	0010-801-1702-22750	133.66	BUILDING CODE BOOKS		293911	
	0010-801-1701-39250	192.39	BUILDING CODE BOOKS		293911	
	0010-801-1701-33200	386.09	BUILDING CODE BOOKS		293911	
	0010-801-1701-22750	230.14	BUILDING CODE BOOKS		293911	2,139.11

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JENKINS & HOGIN, LLP	0880-801-1204-31600	175.00	LEGAL-HOUSING PROGRAM		293912	
	0880-801-1204-31600	1,525.00	LEGAL-HOUSING PROGRAM		293912	1,700.00
JHM SUPPLY INC	0010-801-6517-23300	19.58	PARKS SUPPLIES	70252	293913	
	0010-801-6517-23300	25.24	PARKS SUPPLIES	70252	293913	44.82
JOBS AVAILABLE INC.	0092-801-1801-34100	633.50	EMPLOYMENT ANNOUNCEMENT		293914	633.50
JOHN L. HUNTER & ASSOC., INC.	0043-801-4203-31950	3,056.25	NPDES SERVICES	70426	293915	
	0184-801-4208-31950	237.50	USED OIL PROGRAM	70331	293915	3,293.75
JWA URBAN CONSULTANTS INC	0169-801-2201-31850	2,292.75	CONSULTING SERVICES	70500	293916	
	0152-801-2206-31850	3,084.50	CONSULTING SERVICES		293916	
	0152-801-2206-44000	67.00	CONSULTING SERVICES		293916	
	0880-801-1204-31950	5,363.75	CONSULTING SERVICES	70408	293916	10,808.00
KERLAN KIM	0159-701-0159-07010	133.00	REFUND RECREATION CLASS		293917	133.00
GWEN KISHIDA	0163-801-6005-22750	37.98	PETTY CASH-REFRESHMENT		293841	
	0163-801-6005-22750	48.94	PETTY CASH-REFRESHMENT		293841	
	0163-801-6005-22750	70.01	PETTY CASH-REFRESHMENT		293841	
	0131-801-6001-21350	50.14	PETTY CASH-NAME BADGES		293841	
	0131-801-6001-21350	7.95	PETTY CASH-SUPPLIES		293841	
	0010-801-6004-22450	24.95	PETTY CASH-SUPPLIES		293841	
	0131-801-6001-21350	3.26	PETTY CASH-NAMEPLATE		293841	243.23
	0075-450-0075-08320	100.45	REIMBURSE SUPPLIES (TRUST)		293918	
	0075-450-0075-08320	325.91	REIMBURSE SUPPLIES (TRUST)		293918	426.36

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LAC/USC MEDICAL CENTER	0160-801-3104-39100	730.00	INVESTIGATION SERVICE		293919	730.00
LAWN MOWER CORNER/KNG POWER EQUIPME	0010-801-6517-23300	103.70	PARKS SUPPLIES		293920	
	0010-801-6517-23300	588.60	PARKS SUPPLIES		293920	
	0176-801-6516-38500	19.42	FLEET PARTS	70279	293920	
	0010-801-6517-23300	202.76	FLEET PARTS		293920	914.48
LIEBERT CASSIDY WHITMORE	0010-801-1601-31600	3,220.50	LEGAL-ACA ADVICE		293921	
	0010-801-1601-31600	2,417.13	LEGAL-GENERAL		293921	
	0010-801-1601-31600	1,599.00	LEGAL-PITCHESS MOTIONS		293921	
	0010-801-1601-31600	1,632.00	LEGAL-T.CHUNG EEOC CLAIM		293921	8,868.63
LIFE-ASSIST INC	0010-801-3220-24200	75.40	FIRE MEDICAL SUPPLIES	70197	293922	75.40
THE LIGHTHOUSE INC (DBA)	0060-801-4211-23500	294.30	FLEET PARTS	70052	293923	294.30
LOS ANGELES COUNTY DEPT. OF	0010-801-4206-41100	438.05	TRAFFIC SIGNAL MAINTENANCE	70320	293924	438.05
LOS ANGELES COUNTY DISTRICT	0010-801-3104-31950	1,644.23	MUNI CODES HEARING FEES		293925	1,644.23
LOS ANGELES COUNTY SHERIFF'S DEPART	0010-801-3113-22600	858.72	PRISONER MEALS	70207	293926	858.72
MARIPOSA LANDSCAPES, INC	0092-801-4222-38500	2,000.00	LANDSCAPING MAINTENANCE	70121	293927	
	0092-801-4222-38500	130.00	LANDSCAPING MAINTENANCE	70121	293927	
	0010-801-6517-31950	3,970.00	LANDSCAPING MAINTENANCE	70669	293927	6,100.00
MCMASTER-CARR SUPPLY CO.	0093-801-4227-23300	12.37	WATER SUPPLIES	70122	293928	
	0093-801-4227-23300	11.70	WATER SUPPLIES	70122	293928	
	0092-801-4222-24100	10.18	WATER SUPPLIES	70122	293928	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MCMASTER-CARR SUPPLY CO.	0092-801-4222-38420	132.11	WATER SUPPLIES	70122	293928	
	0092-801-4222-23700	26.29	WATER SUPPLIES	70122	293928	
	0093-801-4227-23300	143.13	WATER SUPPLIES	70122	293928	
	0093-801-4227-23300	9.48	WATER SUPPLIES	70122	293928	
	0093-801-4227-23300	54.06	WATER SUPPLIES	70122	293928	399.32
MERCI	0169-801-2201-41250	1,250.00	COMMUNITY PROGRAM	70414	293929	1,250.00
MIDORI LANDSCAPE INC	0344-801-5002-99290	2,790.00	LANDSCAPING MAINTENANCE	70274	293930	2,790.00
MIG	0075-450-0075-08660	3,556.50	SENIOR HOUSING STUDY (TRUST)	70650	293931	
	0075-450-0075-08660	1,830.00	SENIOR HOUSING STUDY (TRUST)	70650	293931	
	0075-450-0075-08660	2,818.50	SENIOR HOUSING STUDY (TRUST)	70650	293931	
	0010-450-1701-02530	3,906.19	HOUSING ELEMENT SERVICES	70575	293931	12,111.19
MISSION FENCE & PATIO BUILDERS	0092-801-4222-38100	52.32	WATER CHAIN LINK		293932	52.32
MISSION SUPER HARDWARE	0060-801-4211-23500	77.78	HARDWARE SUPPLIES	70035	293933	
	0010-801-3210-38400	51.11	HARDWARE SUPPLIES	70196	293933	128.89
MONTEREY CAR WASH INC	0060-801-4211-38400	875.00	CAR WASHES		293934	875.00
MONTEREY PARK PETTY CASH	0010-801-3120-39700	93.32	PETTY CASH-REFRESHMENT		293842	
	0349-801-3201-39400	35.69	PETTY CASH-REFRESHMENT		293842	
	0010-801-3120-39700	100.00	PETTY CASH-REFRESHMENT		293842	
	0010-801-3120-39700	100.00	PETTY CASH-REFRESHMENT		293842	
	0165-801-4201-11700	60.00	PETTY CASH-PARKING		293842	
	0010-801-3120-39700	32.70	PETTY CASH-PLAQUES		293842	
	0092-801-4223-39300	17.20	PETTY CASH-REFRESHMENT		293842	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0010-801-6517-39400	80.00	PETTY CASH-TRAINING		293842	
	0010-801-3120-39700	100.00	PETTY CASH-REFRESHMENT		293842	618.91
MR. ROOTER PLUMBING (DBA)	0042-801-4204-31950	4,175.00	PLUMBING SERVICES	70587	293935	4,175.00
NAVARRO'S TOWING	0060-801-4211-38400	110.00	TOWING SERVICES	70038	293936	110.00
NED R HEALY & CO	0060-801-4211-23500	753.12	FLEET SUPPLIES	70039	293937	753.12
NEW CENTURY BMW MOTORCYCLES	0060-801-4211-38400	1,544.50	FLEET REPAIR	70040	293938	
	0060-801-4211-38400	275.04	FLEET REPAIR	70040	293938	
	0060-801-4211-38400	218.89	FLEET REPAIR	70040	293938	
	0060-801-4211-23500	3.76	FLEET REPAIR	70040	293938	
	0060-801-4211-23500	80.45	FLEET REPAIR	70040	293938	
	0060-801-4211-38400	549.40	FLEET REPAIR		293938	2,672.04
NEW READERS PRESS	0142-801-6005-22750	261.02	BOOK(S) 12		293939	261.02
NEXTEL COMMUNICATIONS	0010-801-1408-32050	188.35	5/12-6/11/12 WIRELESS DATA		293940	
	0010-801-1701-32050	48.27	5/12-6/11/12 WIRELESS DATA		293940	
	0010-801-1702-32050	120.03	5/12-6/11/12 WIRELESS DATA		293940	
	0010-801-1703-32050	34.14	5/12-6/11/12 WIRELESS DATA		293940	
	0010-801-1801-32050	52.40	5/12-6/11/12 WIRELESS DATA		293940	
	0010-801-3112-32050	1,517.94	5/12-6/11/12 WIRELESS DATA		293940	
	0010-801-3205-32050	72.14	5/12-6/11/12 WIRELESS DATA		293940	
	0010-801-4209-32050	418.56	5/12-6/11/12 WIRELESS DATA		293940	
	0010-801-4212-32050	333.58	5/12-6/11/12 WIRELESS DATA		293940	
	0010-801-6001-32050	54.28	5/12-6/11/12 WIRELESS DATA		293940	
	0010-801-6502-32050	139.10	5/12-6/11/12 WIRELESS DATA		293940	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
NEXTEL COMMUNICATIONS	0010-801-6517-32050	201.17	5/12-6/11/12 WIRELESS DATA		293940	
	0060-801-4211-38400	16.85	5/12-6/11/12 WIRELESS DATA		293940	
	0092-801-4221-32050	86.89	5/12-6/11/12 WIRELESS DATA		293940	
	0092-801-4222-32050	135.20	5/12-6/11/12 WIRELESS DATA		293940	
	0092-801-4223-32050	217.45	5/12-6/11/12 WIRELESS DATA		293940	
	0109-801-6511-31180	235.37	5/12-6/11/12 WIRELESS DATA		293940	
						3,871.72
JAN NISHIDA	0010-701-0010-07050	51.00	REFUND PICNIC RESERVATION		293941	
						51.00
NORMAN'S NURSERY INC	0010-801-6517-23050	206.01	PARKS PLANTS	70254	293942	
	0010-801-6517-23050	595.14	PARKS PLANTS	70254	293942	
						801.15
OFFICE DEPOT INC.	0092-801-4220-37500	3.85-	OFFICE SUPPLIES-CREDIT		293943	
	0092-801-4220-37500	118.66	OFFICE SUPPLIES		293943	
	0092-801-4220-37500	18.17	OFFICE SUPPLIES		293943	
	0092-801-4220-37500	24.48	OFFICE SUPPLIES		293943	
	0092-801-4220-37500	1.08	OFFICE SUPPLIES		293943	
	0092-801-4220-37500	26.36	OFFICE SUPPLIES		293943	
	0092-801-4220-37500	21.79	OFFICE SUPPLIES		293943	
	0010-801-3104-21200	60.02	OFFICE SUPPLIES		293943	
	0010-801-3114-21250	414.67	OFFICE SUPPLIES		293943	
	0010-801-3103-38400	195.10	OFFICE SUPPLIES		293943	
	0010-801-1701-22750	112.82	OFFICE SUPPLIES		293943	
	0010-801-1703-24100	303.39	OFFICE SUPPLIES		293943	
	0010-801-1802-21350	95.97	OFFICE SUPPLIES		293943	
	0010-801-1802-21250	24.61	OFFICE SUPPLIES		293943	
	0010-801-3210-39250	128.26	OFFICE SUPPLIES		293943	
	0060-801-4211-21350	152.65	OFFICE SUPPLIES		293943	
	0092-801-4220-21350	582.94	OFFICE SUPPLIES	70123	293943	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0092-801-4220-21350	16.63	OFFICE SUPPLIES	70123	293943	2,825.54
	0092-801-4220-37500	157.48	OFFICE SUPPLIES		293943	
	0092-801-4220-37500	32.05	OFFICE SUPPLIES		293943	
	0092-801-4220-37500	13.06	OFFICE SUPPLIES		293943	
	0092-801-4220-37500	50.99	OFFICE SUPPLIES		293943	
	0142-801-6005-21350	207.54	OFFICE SUPPLIES		293943	
	0163-801-6005-22750	15.17	OFFICE SUPPLIES		293943	
	0163-801-6005-22750	55.50	OFFICE SUPPLIES		293943	
OFFICE SOLUTIONS	0010-801-1702-21350	513.87	OFFICE SUPPLIES		293944	1,576.24
	0010-801-1701-21350	101.97	OFFICE SUPPLIES		293944	
	0010-801-1701-21250	38.47	OFFICE SUPPLIES		293944	
	0010-801-1702-24100	253.97	OFFICE SUPPLIES		293944	
	0010-801-1701-21250	223.34	OFFICE SUPPLIES		293944	
	0010-801-1702-21250	223.34	OFFICE SUPPLIES		293944	
	0010-801-1301-31750	35.62	OFFICE SUPPLIES		293944	
	0010-801-1301-21300	185.66	OFFICE SUPPLIES		293944	
PARKHOUSE TIRE, INC.	0060-801-4211-23500	1,894.04	FLEET TIRES	70044	293945	2,361.22
	0060-801-4211-23500	467.18	FLEET TIRES		293945	
PEARSON EDUCATION	0142-801-6005-22750	979.29	BOOK(S) 40		293946	979.29
PITNEY BOWES CREDIT CORP.	0092-801-1408-37200	1,023.22	MAIL MACHINES RENTAL	70262	293947	1,327.62
	0092-801-1408-37200	304.40	MAIL MACHINES RENTAL		293947	
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-31750	1,006.85	POSTAGE		293843	
	0010-801-1301-32200	62.39	POSTAGE		293843	
	0010-801-1403-32200	187.86	POSTAGE		293843	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-1406-32200	192.67	POSTAGE		293843	
	0010-801-1407-32200	180.84	POSTAGE		293843	
	0010-801-1701-32200	75.53	POSTAGE		293843	
	0010-801-1702-32200	191.29	POSTAGE		293843	
	0010-801-1703-32200	8.41	POSTAGE		293843	
	0010-801-1801-32200	110.95	POSTAGE		293843	
	0010-801-1802-32200	6.11	POSTAGE		293843	
	0010-801-3101-32200	29.14	POSTAGE		293843	
	0010-801-3102-32200	13.92	POSTAGE		293843	
	0010-801-3104-32200	21.79	POSTAGE		293843	
	0010-801-3111-32200	3.36	POSTAGE		293843	
	0010-801-3113-32200	22.05	POSTAGE		293843	
	0010-801-3114-32200	100.13	POSTAGE		293843	
	0010-801-3120-32200	77.74	POSTAGE		293843	
	0010-801-3205-32200	90.35	POSTAGE		293843	
	0010-801-3210-32200	67.93	POSTAGE		293843	
	0010-801-3220-32200	33.05	POSTAGE		293843	
	0010-801-6001-32200	77.36	POSTAGE		293843	
	0010-801-6502-32200	66.26	POSTAGE		293843	
	0043-801-1201-32200	8.90	POSTAGE		293843	
	0043-801-4208-32200	0.92	POSTAGE		293843	
	0043-801-4212-32200	24.39	POSTAGE		293843	
	0060-801-4211-32200	8.28	POSTAGE		293843	
	0075-450-0075-09230	5.05	POSTAGE (TRUST)		293843	
	0092-801-1201-32200	0.46	POSTAGE		293843	
	0092-801-4221-32200	23.46	POSTAGE		293843	
	0092-801-4223-32200	24.36	POSTAGE		293843	
						2,721.80
PROMINENT SYSTEMS, INC	0093-801-4229-23300	128,565.05	WELLS CARBON CHANGE OUT	70664	293948	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PROMINENT SYSTEMS, INC	0093-801-4229-31950	4,487.95	WELLS CARBON CHANGE OUT	70664	293948	
	0093-801-4229-31950	10,000.00	WELLS CARBON CHANGE OUT	70664	293948	143,053.00
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22300	28.65	FLEET UNIFORMS	70047	293949	
	0060-801-4211-22150	26.64	FLEET SHOP RAG	70047	293949	
	0010-801-3210-22150	18.64	FLEET SHOP RAG	70047	293949	73.93
PUBLIC EMPLOYEES' RETIREMENT	0010-801-5102-12330	60.84	DEDUCTION SERVICES		293950	60.84
PYRO-COMM SYSTEMS, INC	0010-801-6001-38400	135.00	LIBRARY FIRE ALARM		293951	135.00
QUILL CORPORATION	0010-801-3205-22750	17.87	OFFICE SUPPLIES		293952	
	0010-801-3205-39250	101.98	OFFICE SUPPLIES		293952	
	0010-801-3205-39250	29.96	OFFICE SUPPLIES		293952	
	0010-801-3205-39250	61.02	OFFICE SUPPLIES		293952	
	0010-801-3205-39250	21.80-	OFFICE SUPPLIES-CREDIT		293952	
	0010-801-3205-39250	21.52-	OFFICE SUPPLIES-CREDIT		293952	167.51
R S D REFRIGERATION	0010-801-4210-23700	323.78	AIR CONDITIONING PARTS		293953	
	0010-801-4210-23700	308.71	AIR CONDITIONING PARTS		293953	632.49
MARGARET RAMIREZ	0010-801-1301-31950	25.00	PHOTO SERVICES		293954	
	0010-801-1301-31950	25.00	PHOTO SERVICES		293954	50.00
RBF CONSULTING	0440-801-5004-99004	1,228.96	SUSTAINABLE COMMUNITY	70246	293955	1,228.96
RED WING SHOE STORES	0010-801-4209-22300	197.09	SAFETY BOOTS-F.PADILLA	70087	293956	197.09
REGENCY PAINTING& CONSTRUCTION	0063-801-5002-91523	8,500.00	LANGLEY CENTER IMPROVEMENT	70518	293957	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
REGENCY PAINTING& CONSTRUCTION	0063-801-5002-91523	1,250.00	LANGLEY CENTER IMPROVEMENT		293957	9,750.00
RIVERSIDE COUNTY SHERIFFS DEPT	0010-801-3101-22650	121.54	POLICE TRAINING		293958	
	0010-801-3101-22650	121.54	POLICE TRAINING		293958	243.08
ROSEMEAD OIL PRODUCTS, INC.	0060-801-4211-22250	582.07	MOTOR OIL	70049	293959	582.07
ROYAL WHOLESALE ELECTRIC	0093-801-4227-23300	163.28	WATER AIR STRIPPER REPAIR	70346	293960	
	0092-801-4227-23300	81.37	WATER AIR STRIPPER REPAIR	70346	293960	
	0093-801-4227-23300	850.20	WATER AIR STRIPPER REPAIR	70346	293960	1,094.85
S & J SUPPLY CO.	0092-801-4223-23300	1,294.65	WATER SUPPLIES	70153	293961	1,294.65
S C FUELS (DBA)	0092-801-4210-23050	1,261.93	FUEL 5/13		293962	1,261.93
SAN GABRIEL VALLEY WATER CO.	0092-801-4222-36300	57.23	WATER SERVICE		293963	
	0093-801-4233-22900	30,980.05	WATER INTERCONNECTION		293963	31,037.28
TERESA REAL SEBASTIAN	0010-801-1101-11100	80.00	MAYOR'S EXPENSES		293964	
	0092-801-1101-11100	60.00	MAYOR'S EXPENSES		293964	
	0043-801-1101-11100	60.00	MAYOR'S EXPENSES		293964	200.00
SHRED-IT LOS ANGELES	0010-801-3114-38400	116.38	SHREDDING SERVICES		293965	116.38
SIMPLE EXPRESSIONS (DBA)	0075-450-0075-08320	90.00	LIBRARY DONOR BOARD SVC (TRUST)		293966	90.00
SMARDAN SUPPLY COMPANY	0092-801-4222-23700	82.66	PLUMBING SUPPLIES	70124	293967	82.66

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SMS INC	0010-801-3115-38400	682.00	SERVER MAINTENANCE		293968	682.00
SOUTH COAST AIR QUALITY	0060-801-4211-41100	117.87	AQMD EMISSIONS FEES		293969	
	0060-801-4211-41100	951.21	AQMD OPERATING FEES		293969	1,069.08
SOUTHERN CALIFORNIA EDISON CO.	0152-701-0152-05451	9.38	ELECTRICITY-534HM CHANDLER		293970	
	0880-701-0880-05451	39.99	ELECTRICITY-534HM CHANDLER		293970	49.37
SPRINT CORPORATION	0160-801-3115-38400	223.49	POLICE DATA SERVICE	70217	293844	
	0160-801-3115-38400	1,184.16	POLICE DATA SERVICE		293844	1,407.65
STATUS ONE MEDICAL INC	0160-801-5002-88550	234.24	FIRST AID SUPPLIES		293971	234.24
STETSON ENGINEERS, INC,	0092-801-4220-39700	566.50	NPDES PERMIT APPLICATION SVC.	70134	293972	
	0092-801-4222-31950	50.00	NPDES PERMIT APPLICATION SVC.	70134	293972	
	0093-801-4228-31950	200.09	NPDES PERMIT APPLICATION SVC.	70134	293972	
	0093-801-4226-31950	313.07	NPDES PERMIT APPLICATION SVC.	70134	293972	
	0092-801-4220-39700	2,075.50	NPDES PERMIT APPLICATION SVC.	70134	293972	
	0092-801-4222-31950	25.00	NPDES PERMIT APPLICATION SVC.	70134	293972	
	0093-801-4228-31950	151.79	NPDES PERMIT APPLICATION SVC.	70134	293972	
	0093-801-4226-31950	52.01	NPDES PERMIT APPLICATION SVC.	70134	293972	
	0092-801-4222-31950	95.00	NPDES PERMIT APPLICATION SVC.	70134	293972	
	0093-801-4228-31950	508.73	NPDES PERMIT APPLICATION SVC.	70134	293972	
	0093-801-4226-31950	516.19	NPDES PERMIT APPLICATION SVC.	70134	293972	
	0092-801-4220-39700	269.78	NPDES PERMIT APPLICATION SVC.	70134	293972	
	0092-801-4222-31950	25.00	NPDES PERMIT APPLICATION SVC.	70134	293972	
	0093-801-4228-31950	376.40	NPDES PERMIT APPLICATION SVC.	70134	293972	
	0093-801-4226-31950	50.12	NPDES PERMIT APPLICATION SVC.	70134	293972	5,275.18

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SUPER PRINT LITHOGRAPHICS INC	0010-801-1703-39250	347.87	RESIDENTIAL PROPERTY REPORT		293973	
	0010-801-1701-39250	273.51	RESIDENTIAL PROPERTY REPORT		293973	621.38
SUPREME TROPHIES & GIFTS CO.	0010-801-1801-21350	64.31	STAMP		293974	64.31
TOM'S CLOTHING & UNIFORMS INC	0010-801-3210-22320	86.11	UNIFORM-K SERRANO	70187	293975	
	0176-801-6516-22310	34.10	UNIFORM-F PADILLA	70295	293975	120.21
TRAINING INNOVATIONS INC	0160-801-3101-39400	600.00	POLICE-TRAINING SOFTWARE		293976	600.00
TRANSTECH	0010-801-1701-31950	1,736.50	INTERIM DIRECTOR	70468	293977	
	0010-801-1702-31950	1,736.50	INTERIM DIRECTOR	70468	293977	
	0010-801-1703-31950	1,736.50	INTERIM DIRECTOR	70468	293977	
	0043-801-4208-31950	4,920.08	INTERIM DIRECTOR	70468	293977	
	0092-801-4220-31950	4,920.08	INTERIM DIRECTOR	70468	293977	
	0093-801-4226-31950	2,315.34	INTERIM DIRECTOR	70468	293977	
	0010-801-1703-31950	3,965.00	BUILDING INSPECTOR	70454	293977	
	0010-801-1701-31950	4,227.50	SPECIAL PROJECTS COORDINATOR	70467	293977	
	0010-801-1703-31950	4,227.50	SPECIAL PROJECTS COORDINATOR	70467	293977	
	0010-801-4212-31500	2,185.00	CITY ENGINEER		293977	
	0010-801-4212-31500	2,250.00	ENGINEERING TECHNICIAN		293977	
	0010-801-4212-31500	1,250.00	ENGINEERING TECHNICIAN		293977	
	0010-801-4212-31500	600.00	TRANSPORTATION ANALYST		293977	
	0010-801-4212-31500	200.00	ENGINEERING TECHNICIAN		293977	
	0010-801-4212-31500	5,409.00	ADA PARK IMPROVEMENTS		293977	
	0010-801-4212-31500	800.00	TRANSPORTATION ANALYST		293977	42,479.00
TRAW ASSOCIATES CONSULTING	0010-450-1703-02520	5,400.00	COMM DEV CONSULTING SVC	70423	293978	
	0010-450-1703-02520	3,600.00	COMM DEV CONSULTING SVC	70423	293978	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TRAW ASSOCIATES CONSULTING	0010-450-1703-02520	5,250.00	COMM DEV CONSULTING SVC	70423	293978	
	0010-450-1703-02520	2,400.00	COMM DEV CONSULTING SVC	70423	293978	
						16,650.00
UNITED PUMPING SERVICES INC	0042-801-4204-31950	3,296.90	BARNES PARK CLEAN CATCH BASIN		293979	3,296.90
UNITED TRAFFIC SERVICES SUPPLY	0092-801-4223-22300	499.61	WATER SUPPLIES		293980	
	0092-801-4223-22300	490.04	WATER SUPPLIES		293980	
	0092-801-4223-22300	459.87	WATER SUPPLIES		293980	
						1,449.52
UNIVAR USA INC (CORP. HEADQUARTERS)	0092-801-4222-23300	375.31	WATER CHEMICAL	70625	293981	375.31
URS CORPORATION	0161-450-4212-06910	1,320.00	GEOTECH PLAN REVIEW		293982	1,320.00
USA MOBILITY WIRELESS, INC	0010-801-3112-32050	119.66	PAGING SERVICES	70264	293983	
	0092-801-4220-32050	4.74	PAGING SERVICES	70264	293983	
						124.40
VETERINARY HEALTHCARE CENTER	0010-801-3111-31950	100.00	K9 SUPPLIES & SERVICE		293984	
	0010-801-3111-31950	50.00	K9 SUPPLIES & SERVICE		293984	
	0160-801-3103-22800	41.62	K9 SUPPLIES & SERVICE		293984	
						191.62
ADOLPH VILLALPANDO	0092-801-4220-39400	180.00	WATER OPERATOR CERTIFICATION		293985	180.00
VISTA PAINT CO.	0010-801-6517-38550	373.95	PARKS PAINT SUPPLIES		293986	373.95
VULCAN MATERIAL CO	0110-801-4202-23600	298.27	ASPHALT		293987	
	0110-801-4202-23600	593.31	ASPHALT		293987	
	0110-801-4202-23600	1,117.26	ASPHALT		293987	
	0110-801-4202-23600	371.64	ASPHALT		293987	
	0110-801-4202-23600	297.52	ASPHALT		293987	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VULCAN MATERIAL CO	0110-801-4202-23600	299.76	ASPHALT		293987	
	0110-801-4202-23600	445.03	ASPHALT		293987	
	0110-801-4202-23600	619.66	ASPHALT		293987	
	0110-801-4202-23600	370.16	ASPHALT		293987	
	0110-801-4202-23600	374.61	ASPHALT		293987	
	0166-801-4202-23600	376.83	ASPHALT		293987	5,164.05
NICK WANG	0075-450-0075-08200	5,228.00	REFUND GRADING BOND (TRUST)		293988	5,228.00
XIAODONG WANG	0159-801-6507-31940	1,769.00	INSTRUCTOR RECREATION CLASS		293989	1,769.00
WARREN DISTRIBUTING, INC.	0010-801-3210-38400	25.06	FIRE PARTS		293990	
	0010-801-3210-38400	328.19	FIRE PARTS		293990	
	0060-801-4211-23500	43.48	FLEET PARTS	70054	293990	
	0060-801-4211-23500	223.95	FLEET PARTS	70054	293990	
	0060-801-4211-23500	23.54	FLEET PARTS	70054	293990	
	0060-801-4211-23500	106.87	FLEET PARTS	70054	293990	
	0060-801-4211-23500	92.75	FLEET PARTS	70054	293990	
	0060-801-4211-23500	247.64	FLEET PARTS	70054	293990	
	0060-801-4211-23500	23.64	FLEET PARTS	70054	293990	1,115.12
WECK LABORATORIES (DBA)	0093-801-4229-31950	420.00	WATER LABORATORY SUPPLIES		293991	
	0093-801-4229-31950	120.00	WATER LABORATORY SUPPLIES		293991	
	0093-801-4229-31950	420.00	WATER LABORATORY SUPPLIES		293991	
	0093-801-4229-31950	420.00	WATER LABORATORY SUPPLIES		293991	
	0093-801-4229-31950	660.00	WATER LABORATORY SUPPLIES		293991	
	0093-801-4229-31950	180.00	WATER LABORATORY SUPPLIES		293991	
	0093-801-4229-31950	120.00	WATER LABORATORY SUPPLIES		293991	
	0093-801-4229-31950	120.00	WATER LABORATORY SUPPLIES		293991	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,460.00
WELLS FARGO FINANCIAL LEASING	0092-801-1408-37200	391.11	COPIER RENTAL	70265	293992	
	0092-801-4212-37500	777.06	COPIER RENTAL	70344	293992	
						1,168.17
WEST COAST ARBORISTS, INC.	0092-801-4222-38500	2,700.00	TREE MAINTENANCE SERVICES	70512	293993	
	0344-801-5002-99290	1,624.00	TREE MAINTENANCE SERVICES	70276	293993	
	0010-801-6517-38550	600.00	TREE MAINTENANCE SERVICES		293993	
	0010-801-6517-38550	2,000.00	TREE MAINTENANCE SERVICES		293993	
						6,924.00
WESTCO SERVICE COMPANY	0010-801-4210-38150	273.00	AIR CONDITIONING REPAIR		293994	
						273.00
WESTERN WATER WORKS SUPPLY CO.	0092-801-4223-23350	1,073.76	WATER SUPPLIES		293995	
	0092-801-4223-23350	239.80	WATER SUPPLIES		293995	
	0092-801-4223-23350	406.35	WATER SUPPLIES		293995	
	0092-801-4223-23350	3,156.00	WATER SUPPLIES	70127	293995	
	0092-801-4223-23350	208.84	WATER SUPPLIES		293995	
	0092-801-4223-23300	723.76	WATER SUPPLIES		293995	
						5,808.51
WHITE CAP CONSTRUCTION SUPPLY	0010-801-4210-23400	138.80	ELECTRICAL SUPPLIES		293996	
	0160-850-4211-54050	892.33	ELECTRICAL SUPPLIES		293996	
	0060-801-4211-38410	138.40	ELECTRICAL SUPPLIES		293996	
	0010-801-4202-23950	238.81	ELECTRICAL SUPPLIES		293996	
						1,408.34
WHITTIER FERTILIZER CO.	0010-801-6517-22100	171.60	PARKS SUPPLIES	70278	293997	
	0010-801-6517-22100	29.69	PARKS SUPPLIES	70278	293997	
						201.29
WILLDAN FINANCIAL SERVICES	0010-850-5002-99006	3,553.10	USER FEE STUDY		293998	
	0043-850-5002-99006	3,553.10	USER FEE STUDY		293998	
	0092-850-5002-99006	3,553.10	USER FEE STUDY		293998	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						10,659.30
WURTH USA INC	0060-801-4211-23500	283.11	FLEET SUPPLIES	70058	293999	
	0060-801-4211-23500	262.67	FLEET SUPPLIES	70058	293999	
	0060-801-4211-23500	131.45	FLEET SUPPLIES	70058	293999	677.23
X-IGENT PRINTING, INC	0092-801-4220-39700	2,290.42	WATER CONSUMER CONFIDENCE		294000	2,290.42
XEROX CORPORATION	0010-801-1408-38400	404.90	COPIER RENTAL	70266	294001	
	0010-801-1408-38400	2,169.69	COPIER RENTAL	70267	294001	
	0010-801-1408-38400	1,169.76	COPIER RENTAL	70266	294001	
	0010-801-1408-38400	2,169.69	COPIER RENTAL	70267	294001	
	0010-801-1408-38400	404.90	COPIER RENTAL	70266	294001	
	0010-801-1408-38400	1,171.63	COPIER RENTAL	70266	294001	7,490.57
CHESTER S YOSHIZAKI	0010-801-1201-31950	9,041.01	CONSULTANT-4-6/13		293845	
	0010-801-1201-31950	1,718.75	CONSULTANT-HOTEL STUDY		293845	10,759.76
TOTAL FOR PRINTED WARRANTS						541,090.74

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TOTAL FOR PREPAID WARRANTS	34,632.49
TOTAL FOR PRINTED WARRANTS	541,090.74
TOTAL WARRANTS	575,723.23
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	16
TOTAL CHECKS PRINTED	164
TOTAL CHECKS ISSUED	180

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FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	13,045.74	155,728.26	168,774.00
0022	STATE GAS TAX FUND	0.00	349.00	349.00
0042	SEWER FUND	0.00	7,471.90	7,471.90
0043	REFUSE FUND	38.43	12,210.74	12,249.17
0060	CITY SHOP FUND	87.37	19,427.42	19,514.79
0061	SEPARATION BENEFITS FUND	1,662.00	0.00	1,662.00
0062	GENERAL LIABILITY FUND	0.00	2,462.50	2,462.50
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	14,105.00	14,105.00
0071	PUBLIC SAFETY IMPACT FEE FUND	423.77	104.84	528.61
0075	SPECIAL DEPOSITS FUND	1,125.00	14,521.68	15,646.68
0092	WATER FUND	198.71	62,249.29	62,448.00
0093	WATER TREATMENT FUND	0.00	183,261.44	183,261.44
0109	OPA PROPOSITION A	0.00	9,183.06	9,183.06
0110	MEASURE R FUND	0.00	4,787.22	4,787.22
0131	LIBRARY TAX FUND	0.00	61.35	61.35
0142	EL CIVIC EDUCATION GRANT	0.00	1,447.85	1,447.85
0152	HOME HOUSING PROGRAM	2,426.52	3,160.88	5,587.40
0159	RECREATION FUND	0.00	1,967.00	1,967.00
0160	ASSET FORFEITURE	38.01	4,172.50	4,210.51
0161	CONSTRUCTION AGENCY FUND	0.00	1,320.00	1,320.00
0163	CAL LIBRARY LITERACY SVC GRANT	0.00	227.60	227.60
0165	AIR QUALITY IMPROVEMENT FUND	0.00	60.00	60.00
0166	PROPOSITION C	0.00	376.83	376.83
0169	CDBG FUND	3,490.01	5,415.35	8,905.36
0176	MAINTENANCE DISTRICT 93-1	0.00	53.52	53.52
0184	USED OIL RECYCLING BLOCK GRANT	0.00	237.50	237.50
0343	RECREATION GRANT (075)	0.00	23,611.50	23,611.50
0344	MAINTENANCE GRANT (075)	0.00	4,414.00	4,414.00

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FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0349	ELAC INSTRUCTIONAL SERV PROG	0.00	35.69	35.69
0354	MTA CALL FOR PROJECT GRANT	0.00	334.12	334.12
0431	ASSISTANCE TO FIREFIGHTER-CITY	1,698.07	0.00	1,698.07
0440	SUSTAINABLE COMM PLANNING	0.00	1,228.96	1,228.96
0880	CITY/HOUSING SUCCESSOR AGENCY	10,398.86	7,103.74	17,502.60
	TOTAL	34,632.49	541,090.74	575,723.23

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PACIFIC TELEMAGEMENT SERVICES	0010-801-6502-32050	228.00	PHONE SERVICE		293846	228.00
THE STANDARD	0065-458	3,791.48	LTD INSURANCE		293847	3,791.48
TOTAL FOR PREPAID WARRANTS						4,019.48

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CITY OF ALHAMBRA	0010-801-1101-33200	35.00	710DAY T-SHIRTS		294002	35.00
AMTECH ELEVATOR SERVICES	0010-801-4210-38100	454.85	MAINTENANCE SERVICE	80117	294003	454.85
CANON FINANCIAL SERVICES, INC.	0092-801-4220-37500	125.31	COPIER MACHINE RENTAL		294004	125.31
CINTAS CORPORATION	0092-801-4221-22310	60.18	WATER UNIFORMS		294005	275.18
	0092-801-4222-22310	102.98	WATER UNIFORMS		294005	
	0092-801-4223-22310	112.02	WATER UNIFORMS		294005	
FLINT STRATEGIES	0166-801-4201-39300	3,000.00	MEMBERSHIP 710 FWY COALITION		294006	3,000.00
KNIGHT COMMUNICATIONS INC	0010-801-1301-38400	413.84	SYSTEM MANAGEMENT SERVICE	80214	294007	
	0010-801-1404-38400	346.83	SYSTEM MANAGEMENT SERVICE	80214	294007	
	0043-801-1404-38400	343.33	SYSTEM MANAGEMENT SERVICE	80214	294007	
	0092-801-1404-38400	525.50	SYSTEM MANAGEMENT SERVICE	80214	294007	
	0010-801-1701-38400	343.33	SYSTEM MANAGEMENT SERVICE	80214	294007	
	0010-801-1702-38400	343.33	SYSTEM MANAGEMENT SERVICE	80214	294007	
	0010-801-1703-38400	343.33	SYSTEM MANAGEMENT SERVICE	80214	294007	
	0010-801-1801-38400	643.75	SYSTEM MANAGEMENT SERVICE	80214	294007	
	0010-801-3115-38400	1,115.83	SYSTEM MANAGEMENT SERVICE	80214	294007	
	0010-801-3201-38400	772.50	SYSTEM MANAGEMENT SERVICE	80214	294007	
	0022-801-4202-38400	386.25	SYSTEM MANAGEMENT SERVICE	80214	294007	
	0092-801-4210-38400	303.42	SYSTEM MANAGEMENT SERVICE	80214	294007	
	0060-801-4211-38400	1,716.67	SYSTEM MANAGEMENT SERVICE	80214	294007	
	0043-801-4212-38400	386.25	SYSTEM MANAGEMENT SERVICE	80214	294007	
	0092-801-4220-38400	1,545.00	SYSTEM MANAGEMENT SERVICE	80214	294007	
	0131-801-6001-38400	686.67	SYSTEM MANAGEMENT SERVICE	80214	294007	
	0010-801-6502-38400	944.17	SYSTEM MANAGEMENT SERVICE	80214	294007	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						11,160.00
KNOWLES-MCNIFF	0010-801-1404-31700	888.16	FINANCE SOFTWARE MAINTENANCE	80213	294008	
	0043-801-1404-31700	4,433.23	FINANCE SOFTWARE MAINTENANCE	80213	294008	
	0092-801-1404-31700	4,746.89	FINANCE SOFTWARE MAINTENANCE	80213	294008	
	0010-801-3115-31700	752.50	FINANCE SOFTWARE MAINTENANCE	80213	294008	
	0010-801-3220-31700	262.49	FINANCE SOFTWARE MAINTENANCE	80213	294008	
	0092-801-4221-31700	1,243.41	FINANCE SOFTWARE MAINTENANCE	80213	294008	
	0093-801-4226-31700	266.42	FINANCE SOFTWARE MAINTENANCE	80213	294008	
	0093-801-4227-31700	310.91	FINANCE SOFTWARE MAINTENANCE	80213	294008	
	0093-801-4228-31700	266.41	FINANCE SOFTWARE MAINTENANCE	80213	294008	
	0093-801-4229-31700	248.67	FINANCE SOFTWARE MAINTENANCE	80213	294008	
	0093-801-4231-31700	319.75	FINANCE SOFTWARE MAINTENANCE	80213	294008	
	0093-801-4232-31700	266.42	FINANCE SOFTWARE MAINTENANCE	80213	294008	
	0010-801-6001-31700	1,009.74	FINANCE SOFTWARE MAINTENANCE	80213	294008	
						15,015.00
MAINTENANCE SUPERINTENDENTS	0022-801-4202-39300	50.00	MEMBERSHIP-PUBLIC WORK		294009	
	0022-801-4206-39300	25.00	MEMBERSHIP-PUBLIC WORK		294009	
						75.00
MCNEILL SOUND & SECURITY	0010-801-6517-38400	350.00	CITY YARD SECURITY SYSTEM	80114	294010	
	0092-801-4210-38400	715.00	CITY YARD SECURITY SYSTEM	80114	294010	
	0092-801-4220-38400	720.00	CITY YARD SECURITY SYSTEM	80114	294010	
						1,785.00
SAN ANDELL SWIMMING POOLS	0092-801-4222-23300	352.88	WATER SUPPLIES		294011	
						352.88
SAN GABRIEL VALLEY CITY MANAGER'S	0010-801-1201-33200	55.00	SGVCMA MEMBERSHIP		294012	
						55.00
THE STANDARD INSURANCE CO.	0065-464	466.98	EXECUTIVE PREMIUM		294013	
						466.98
THE STANDARD	0065-464	4,500.87	LTD INSURANCE		294014	

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TOTAL FOR PREPAID WARRANTS	4,019.48
TOTAL FOR PRINTED WARRANTS	37,301.07
TOTAL WARRANTS	41,320.55
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	2
TOTAL CHECKS PRINTED	13
TOTAL CHECKS ISSUED	15

CITY OF MONTEREY PARK
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FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	228.00	9,074.65	9,302.65
0022	STATE GAS TAX FUND	0.00	461.25	461.25
0043	REFUSE FUND	0.00	5,162.81	5,162.81
0060	CITY SHOP FUND	0.00	1,716.67	1,716.67
0065	PAYROLL CLEARING ACCOUNT	3,791.48	4,967.85	8,759.33
0092	WATER FUND	0.00	10,552.59	10,552.59
0093	WATER TREATMENT FUND	0.00	1,678.58	1,678.58
0131	LIBRARY TAX FUND	0.00	686.67	686.67
0166	PROPOSITION C	0.00	3,000.00	3,000.00
	TOTAL	4,019.48	37,301.07	41,320.55

Staff Report City of Monterey Park

DATE: July 17, 2013
TO: Paul Talbot, City Manager
FROM: Joseph Leon, City Treasurer
SUBJECT: Monthly Investment Report - June 2013

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 June 30, 2013 invested funds for the City of Monterey Park is \$76,290,803.96.

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 JUNE 30, 2013**

INSTITUTION NAME	PURCHASE DATE	MATURITY DATE	INTEREST RATE	% OF PORTFOLIO	AMOUNT
INVESTMENTS:					
CERTIFICATES OF DEPOSIT ⁽²⁾					
AMERICAN PLUS BANK	01/11/13	01/11/14	0.55%		99,000.00
ASIAN PACIFIC NATIONAL BANK	03/04/13	03/04/14	0.60%		200,000.00
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	06/06/14	0.90%		100,000.00
PREFERRED BANK	03/03/13	03/03/14	0.80%		140,000.00
TOMATO BANK, N.A.	03/04/13	03/04/14	0.80%		100,000.00
TOMATO BANK, N.A.	02/04/13	02/04/14	0.80%		140,000.00
U.S BANK	05/10/12	12/10/13	0.85%		200,000.00
BARCLAYS BANK	12/01/11	12/09/13	0.90%		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
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
EVERBANK	01/16/13	01/16/15	0.70%		240,000.00
DISCOVER BANK	04/10/13	04/10/15	0.55%		240,000.00
GOLDMAN SACHS BANK USA	04/10/13	10/13/15	0.65%		240,000.00
COMENITY BANK	06/06/13	06/12/15	0.50%		200,000.00
STATE BANK OF INDIA	06/11/13	06/24/15	0.60%		200,000.00
BMW BANK NORTH AMERI	06/25/13	06/29/15	0.75%		<u>240,000.00</u>
TOTAL CDs (25)				6.20%	<u>4,729,000.00</u>
BANK OF THE WEST SAVINGS ACCOUNT		ON DEMAND	0.340%	26.22%	<u>20,005,402.79</u>
LOCAL AGENCY INVESTMENT FUND:					
LAIF - CITY		ON DEMAND	0.240%		26,301,652.03
LAIF - PUBLIC FINANCING AUTHORITY		ON DEMAND	0.240%		<u>25,254,749.14</u>
TOTAL LAIF				67.58%	<u>51,556,401.17</u>
TOTAL INVESTMENTS				100.00%	<u>\$ 76,290,803.96</u>
BANK BALANCE:					<u>\$ 2,638,766.50</u>
AVERAGE MATURITY DAYS					19
AVERAGE INTEREST RATE FOR THE MONTH					0.300%

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.

THE FDIC INSURANCE COVERAGE LIMIT WAS PERMANENTLY RAISED TO \$250,000 ON JULY 21,2010.

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

**City of Monterey Park
Investment By Funds Cash Basis**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>6/30/2013</u>
0010	GENERAL FUND	\$ 19,642,150.13
0012	RETIREMENT FUND	1,387,273.55
0022	STATE GAS TAX FUND	1,344,883.71
0023	BIKE ROUTE FUND	0.00
0028	PROP 1B-STREET IMPRVMT FUND	30,811.77
0042	SEWER FUND	781,218.40
0043	REFUSE FUND	1,844,594.03
0060	CITY SHOP FUND	1,672,372.85
0061	SEPARATION BENEFITS FUND	3,489,641.61
0062	GENERAL LIABILITY FUND	1,438,001.61
0063	TECHNOLOGY INTERNAL SERV FUND	1,039,457.22
0064	OPEB INTERNAL SERV FUND	1,000,000.00
0065	PAYROLL CLEARING ACCOUNT	226,141.64
0070	PARK FACILITIES FUND	7,332.26
0071	PUBLIC SAFETY IMPACT FEE FUND	31,634.21
0075	SPECIAL DEPOSITS FUND	1,810,087.47
0077	BUSINESS IMPROVEMENT AREA #1	240,716.50
0080	WORKERS COMP FUND	2,700,081.00
0085	PENSION LIABILITY FUND	7,842,427.00
0092	WATER FUND	14,044,357.94
0093	WATER TREATMENT FUND	9,483,155.51
0109	OPA PROPOSITION A	1,683,176.01
0110	MEASURE R FUND	1,382,584.88
0115	CFF CALIF FOUNDATION FUNDS	20,780.46
0131	LIBRARY TAX FUND	185,401.25
0132	STC STANDARDS/TRAINING/CORREC	2,550.35
0136	POST	0.00
0142	EL CIVIC EDUCATION GRANT	0.00
0150	RENTAL REHABILITATION INCOME	9,466.44
0152	HOME HOUSING PROGRAM	0.00
0154	FEMA DISASTER FUND	153,550.02
0159	RECREATION FUND	0.00
0160	ASSET FORFEITURE	614,187.75
0161	CONSTRUCTION AGENCY FUND	53,900.33
0163	CAL LIBRARY LITERACY SVC GRANT	14,306.80
0165	AIR QUALITY IMPROVEMENT FUND	161,614.88
0166	PROPOSITION C	791,117.45
0169	CDBG FUND	0.00
0176	MAINTENANCE DISTRICT 93-1	143,235.56
0178	PROP A - PER PARCEL GRANT	0.00

**City of Monterey Park
Investment By Funds Cash Basis**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>6/30/2013</u>
0182	PUBLIC SAFETY AUGMENTATION FND	0.00
0184	USED OIL RECYCLING BLOCK GRANT	19,920.61
0192	STATE LAW ENFORCE SVC (COPS)	103,234.29
0194	MED LIFE TRAFFIC SIGNALS FUND	64,575.27
0201	LOS ANGELES COUNTY GRANT	8,544.87
0203	CERCLA LIABILITY FUND	804,976.43
0211	ECO DEVELOP. INITIATIVE (EDI)	579,260.56
0214	BEVERAGE CONTAINER RECYCLING	25,276.36
0217	JUSTICE ASSISTANCE GRANT (JAG)	0.00
0229	BULLETPROOF VEST POLICE GRANT	243.98
0233	AIR QUALITY INVEST PROG GRANT	55,504.60
0258	URBAN AREA INITIATIVE 2010	0.00
0342	SAFETEA-LU GRANT	0.00
0343	RECREATION GRANT (075)	53,132.62
0344	MAINTENANCE GRANT (075)	113,635.55
0346	ELAC CONTRIBUTIONS	0.00
0349	ELAC INSTRUCTIONAL SERV PROG	43,224.76
0351	CHARTER COMM TRUST GRANT	10,372.47
0352	GENERAL PLAN REVIEW TRUST	72,540.05
0354	MTA CALL FOR PROJECT GRANT	0.00
0356	LACMTA FUNDS	2,305.32
0415	PASSPORT TRUST GRANT	13,105.53
0420	EEC BLOCK GRANT	0.00
0421	ASPHALT/CONCRETE INCENTIVE	160,525.64
0422	LIBRARY AUTOMATION TRUST GRANT	3,078.38
0423	TARGET GRANT (2010)	0.58
0424	LOCAL HISTORY DIGITAL RESOURCE	34.22
0427	TRANSFORMING LIVES AFTER 50	6.12
0428	CA COUNCIL FOR THE HUMANITIES	2.38
0431	ASSISTANCE TO FIREFIGHTER-CITY	0.00
0435	EMERGENCY OPERATIONS CENTER	0.00
0436	DISASTER MANAGEMENT AREA C	2,500.00
0440	SUSTAINABLE COMM PLANNING	0.00
0442	RECORDS MANAGEMENT FEE TRUST	317.25
0445	LITERACY TRUST GRANT	5,984.94
0880	CITY/HOUSING	697,006.77
	OUTSTANDING CHECKS FLOW	(1,820,716.18)
	TOTAL INVESTMENTS	<u>\$ 76,290,803.96</u>

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 5

DATE: JULY 17, 2013

TO: PAUL TALBOT, CITY MANAGER

FROM: JAMES BIRRELL, FIRE CHIEF

SUBJECT: RESOLUTION DESIGNATING AUTHORIZED AGENTS OF FEDERAL AND STATE
FINANCIAL ASSISTANCE UNDER THE NATIONAL DISASTER ACT

The City of Monterey Park's Authorized Agents for Federal or State financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC §§ 5121, et seq.) has not been updated since 1998. Staff is presenting an update to this list that must be adopted by Resolution of the City Council and submitted to the California Emergency Management Agency.

DISCUSSION:

The California Emergency Management Agency (Cal EMA) provides assistance to state agencies, local governments, special districts, and non-profit organizations that have been impacted by a major disaster or emergency. Administered through the Public Assistance Branch, programs consist of the California Disaster Assistance Act or the Federal Disaster Assistance Program.

In order to apply for these funds after a Federal or State-declared disaster, the City of Monterey Park must provide a list of authorized agents with Cal EMA. These agents may act on the City's behalf in order to obtain state and federal financial assistance in the event of a declared emergency. The draft resolution would amend the City's agents by removing the Accounting Manager and adding the City Controller.

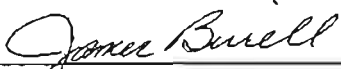
FISCAL IMPACT:

There is no fiscal impact associated with the proposed action. However, without taking action on this matter, the City may be unable to recover funds following an emergency.

RECOMMENDATION:

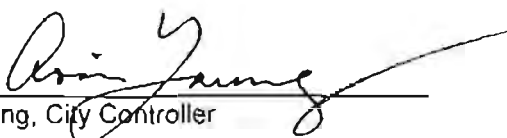
1. Adopt Resolution No. _____.
2. Take such additional, related, action that may be desirable.

By:


James Birrell
Fire Chief

Approved:


Paul Talbot
City Manager


Annie Young, City Controller

RESOLUTION NO.

A RESOLUTION DESIGNATING THE CITY MANAGER;
THE DIRECTOR OF MANAGEMENT SERVICES; THE
DIRECTOR OF PUBLIC WORKS; OR THE CITY
CONTROLLER TO ACT AS THE AGENT FOR THE CITY
OF MONTEREY PARK FOR THE PURPOSE OF
APPLYING FOR FEDERAL AND STATE FINANCIAL
ASSISTANCE PURSUANT TO 42 USC §§ 5121, *ET SEQ.*

The City Council does resolve as follows:

SECTION 1: Pursuant to 42 USC §§ 5121, *et seq.*, and other applicable law, the City Council appoints the following public officials to act as the City's agents when seeking federal financial assistance: (a) the City Manager; (b) the Director of Management Services; (c) the Director of Public Works; and (d) the City Controller (collectively, the "City's Agents").

SECTION 2: The City's Agents are authorized take all reasonable actions needed to satisfy requirements of applicable law, and regulations promulgated by the the California State Emergency Management Agency, to obtain disaster assistance including, without limitation, executing required documents and agreements.

SECTION 3: This Resolution will take effect immediately upon adoption.

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

Teresa Real Sebastian, Mayor
City of Monterey Park, California

Attest:

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

Resolution No.
Page two of two

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

Vincent D. Change, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the _____ th day of _____, 2013 by the following vote:

Ayes:
Naes:
Abstain:
Absent:

Dated this _____ day of _____, 2013.

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

Staff Report City of Monterey Park

DATE: July 17, 2013

TO: The Honorable Mayor and City Council

FROM: Paul L. Talbot, City Manager

SUBJECT: **CONSENT ITEM: INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING AN AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT**

SUMMARY:

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified. The financing for these improvements has come to be known as PACE, which stands for Property Assessed Clean Energy.

The HERO Program (for PACE financing) has been very successful in Western Riverside County, since its launch in late 2011; the Program has approved over \$130 million in applications and has funded over \$30 million in projects. Because of its success, the California HERO Program is now being offered to provide additional California cities and counties with a turnkey program that saves significant time, cost and local resources that would otherwise be needed to develop a new local program. Jurisdictions only need to adopt the form of resolution accompanying this staff report and approve an amendment to the joint exercise of powers agreement, related to the California HERO Program, and provided as an attachment to the resolution.

DISCUSSION:

The California HERO Program is being offered to allow property owners in participating cities and counties to finance renewable energy, energy and water efficiency

improvements, and electric vehicle charging infrastructure on their property. If a property owner chooses to participate, the installed improvements will be financed by the issuance of bonds by a joint powers authority, Western Riverside Council of Governments ("WRCOG"). The bonds are secured by a voluntary contractual assessment levied on such owner's property, with no recourse to the local government or other participating jurisdictions. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the amount borrowed through the voluntary contractual assessment collected together with their property taxes. This financing is available for eligible improvements on both residential and non-residential properties.

The benefits to the property owner include:

- Eligibility: In today's economic environment, alternatives for property owners to finance renewable energy/energy efficiency/water efficiency improvements or electric vehicle charging infrastructure may not be available. As such many property owners do not have financing options available that would provide funding for improvements that lower their utility bills.
- Savings: Energy prices continue to rise and selecting in energy efficient, water efficient and renewable energy improvements reduces utility bills.
- 100% voluntary. Property owners can choose to participate in the program at their discretion. Improvements and properties must meet eligibility criteria in order to qualify for financing.
- Payment obligation stays with the property. Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Certain residential conforming mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.
- Prepayment option. The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.
- Customer oriented program. Part of the success of the program is the prompt customer service. Committed funding partners provide funding promptly upon project completion resulting in both property owner and contractor satisfaction.

The benefits to the City include:

- Increase local jobs.
- An increase in property values (energy efficient homes and buildings are worth more money).
- An increase in sales, payroll and property tax revenue
- As in conventional assessment financing, the City is not obligated to repay the bonds or to pay any delinquent assessments levied on the participating properties.
- All California HERO Program and assessment administration, bond issuance and bond administration functions are handled by California HERO. Little, if any, City staff time is needed to participate in the California HERO Program.
- By leveraging the already successful HERO Program, the City can offer financing to property owners more quickly, easily and much less inexpensively than establishment of a new local Program.

The proposed resolution enables the California HERO Program to be available to owners of property within our City to finance renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure. The resolution approves an Amendment to the WRCOG Joint Powers Agreement to add the City as an Associate Member in order to enable the California HERO Program to be offered to the owners of property located within the City who wish to participate in the California HERO Program

Federal Housing Finance Agency (FHFA), Fannie Mae and Freddie Mac

PACE enabling legislation was adopted by the State of California to encourage the adoption of energy efficiency, renewable energy and water efficiency measures on homes and businesses. When the legislation was enacted, many people believed PACE was an attractive financing option due to its ability to automatically transfer payments to a new owner if the property sold.

In response to the Directive issued by the FHFA on July 6, 2010 and implemented, in part, by Fannie and Freddie (Government Sponsored Entities, GSEs) on August 31, 2010, mortgage originators were informed that the GSEs would not be purchasing any mortgages with PACE liens.

In response to this, the State of California and other entities filed lawsuits against FHFA. The original intent of the lawsuit was to amend or dismiss the Directive by requiring that FHFA follow the rulemaking procedures as set forth under the Administrative Procedure Act. On October 16, 2010, the District Court issued a judgment which required FHFA to go through the rule making procedures. However, the trial court ruled that the FHFA's Directive would continue in effect. FHFA filed an appeal with the Ninth Circuit Court of Appeal, seeking to overturn the judgment requiring the FHFA to go through the rule making procedures. On March 19, 2013, the Ninth Circuit Court of Appeals ruled that the FHFA did not have to follow the rule making procedures in order to issue the Directive and dismissed the case. Thus, the FHFA does not need to go through the rule making procedures.

In the July 6, 2010 statement issuing the Directive, FHFA supported PACE programs whose assessments are junior/subordinate to Fannie/Freddie's mortgage interests. The statement also directed Fannie/Freddie to implement the following additional actions:

- Adjusting loan-to-value ratios to reflect the maximum permissible PACE loan amount available to borrowers in PACE jurisdictions;
- Ensuring that loan covenants require approval/consent for any PACE loan;
- Tightening borrower debt-to-income ratios to account for additional obligations associated with possible future PACE loans;
- Ensuring that mortgages on properties in a jurisdiction offering PACE-like programs satisfy all applicable federal and state lending regulations and guidance.

FHFA stated that "Nothing in this Statement affects the normal underwriting programs of the regulated entities or their dealings with PACE programs that do not have a senior lien priority." To date neither Fannie nor Freddie have taken action to implement any of the additional actions contained in the Directive.

The PACE enabling legislation in California provides that PACE assessments, like traditional assessments levied by public agencies in California, are equal in priority as general property taxes and as such are senior to private debt on the property and thus have first liens/senior liens priority. However under federal law, the Ninth Circuit Court of Appeal, which includes California, in *Rust v. Johnson* (9th Circuit (1979) 597 F.2d 174) ruled that local government cannot collect payment of assessments if they impair loans insured or owned by Freddie/Fannie ("Conforming Loans"). The court ruled that if a federal government entity has a mortgage interest on a parcel subject to assessments or special taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to preserve the federal government mortgage interest. Thus under federal law as set forth in the opinion under *Rust v. Johnson*, assessments, including PACE assessments, placed on the property are not "first liens" or "senior liens" with respect to Conforming Loans. Disclosure of *Rust v. Johnson* has been provided for in Official Statements of Municipal Bond issuances for traditional assessment district and community facilities district bond issues since 1979, in a form similar to the following:

Portions of the property within the Assessment District may now or in the future secure loans. Any such loan is subordinate to the lien of the Assessments. However, (a) in the event that any of the financial institutions making the loan that is secured by real property within the Assessment District is taken by the Federal Deposit Insurance Corporation ("FDIC"), (B) the FDIC or another federal entity acquires a parcel subject to the Assessment lien, (C) the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or similar federal agency or instrumentality has a mortgage interest in a loan on property subject to the Assessment lien, and, prior thereto or thereafter, the loan or loans go into default, the ability of the City to collect the interest and penalties specified by state law and to foreclose the lien of a delinquent unpaid assessment may be limited.

Additionally, under federal law, subordinate liens to mortgages are permitted and cannot be blocked (See U.S. Code Title 12 Banks and Banking, Section 1701j-3). Thus, the impact of a PACE assessment being subordinate in effect to the interests of Fannie/Freddie by virtue of the ruling in *Rust v. Johnson* and the inability to prevent a person from putting a subordinate lien on their property may make it difficult for FHFA/Fannie/Freddie to impose additional Directives adversely affecting the property owner's mortgage.

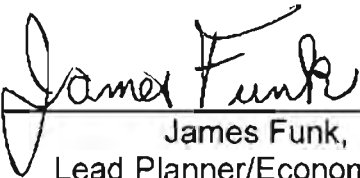
FISCAL IMPACTS:

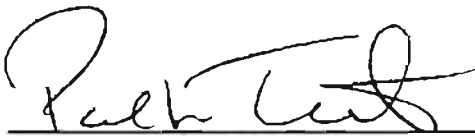
There is no negative fiscal impact to the City's general fund by consenting to the inclusion of properties within the City limits in the California HERO Program. All California HERO

Program administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee which is also collected on the property owner's tax bill.

RECOMMENDATION:

Adopt the attached Resolution approving an Amendment to the WRCOG Joint Powers Agreement to add the City as an Associate Member in order to authorize the City's participation in the California HERO Program, which will enable property owners to finance permanently fixed renewable energy, energy and water efficiency improvements and electric vehicle charging infrastructure on their properties.

By: 
James Funk,
Lead Planner/Economic and
Development Special Projects
Manager

Approved: 
Paul Talbot
City Manager

Attachment:

1. Draft Resolution
2. Memorandum from Best Bess & Krieger Attorneys At Law, dated May 6, 2013

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT POWERS AGREEMENT WITH THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("AUTHORITY") TO PARTICIPATE IN THE CALIFORNIA HERO PROGRAM; AUTHORIZING THE AUTHORITY TO TAKE ACTION FOR INCLUDING PROPERTY WITHIN THE CITY'S JURISDICTION IN THE HERO PROGRAM; AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SUCH DOCUMENTS NEEDED TO IMPLEMENT THIS RESOLUTION.

The City Council does resolve as follows:

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

- A. The Western Riverside Council of Governments ("Authority") is a joint powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA");
- B. Authority established the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") to Chapter 29 of the Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program;
- C. Monterey Park (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change;
- D. Pursuant to Chapter 29, cities may assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program;
- E. Installing such Improvements by property owners within the City's jurisdictional boundaries if it participates in the California HERO Program would promote the purposes cited above;
- F. The City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence,

and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements;

- G. The City's property owners may participate in the California HERO Program, which will be such a voluntary contractual assessment program, once the City joins the Authority and the Authority properly establishes the voluntary assessment districts in accordance with Chapter 29. Consequently, the City finds it is in the public interest for the City of Monterey Park to enter into an amendment to the Authority JPA, originally made and entered into April 1, 1991 adding the City of Monterey Park as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A," and incorporated by reference, to assist property owners within the incorporated area of the City in financing the cost of installing Improvements; and
- H. The City is not responsible for conducting any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

SECTION 2: Authorization. The City Council takes the following actions:

- A. Following Authority's actions to create a voluntary assessment district pursuant to Chapter 29, the City Council consents to including all of the properties within the City of Monterey Park's jurisdictional boundaries and to the Improvements, upon the request by and voluntary agreement of owners of such properties, within the California HERO Program in compliance with the laws, rules and regulations applicable to such program;
- B. Upon City becoming part of the HERO program, the City Council consents to Authority assuming jurisdiction of all administrative functions under Chapter 29 and of the HERO program. The City will not have any administrative or legal responsibility for such matters;
- C. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take

each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments;

- D. This City Council authorizes the City Manager to execute the JPA Amendment in a form approved by the City Attorney;
- E. The City Manager, or designee, is authorized to implement the intent of this Resolution and the JPA Amendment;

SECTION 3: This Resolution is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*) because it consists only administrative actions for joining a joint powers authority. Adopting this Resolution will not have the effect of deleting or substantially changing any regulatory standards or required findings.

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

SECTION 5: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED this _____ day of July, 2013.

Teresa Real Sebastian,
Mayor

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

I, Vincent Chang, City Clerk of the City of Monterey Park, California, certify that the whole number of members of the City Council of the City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the ____ day of July 2013, and the same was so passed and adopted by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Vincent Chang,
City Clerk

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

By: _____
Karl H. Berger,
Assistant City Attorney

EXHIBIT A

AMENDMENT TO THE JOINT POWERS AGREEMENT ADDING CITY OF _____ AS AS AN ASSOCIATE MEMBER OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO PERMIT THE PROVISION OF THE CALIFORNIA HERO PROGRAM SERVICES WITH SUCH CITY

This Amendment to the Joint Powers Agreement ("JPA Amendment") is made and entered into on the ____ day of _____, 2013, by City of _____ ("City") and the Western Riverside Council of Governments ("Authority") (collectively the "Parties").

RECITALS

Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Joint Exercise of Powers Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

As of October 1, 2012, Authority had 18 member entities (the "Regular Members").

Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") to authorize cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy ("PACE") program, to fund various renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the "Improvements") that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

Authority intends to establish a PACE program to be known as the "California HERO Program" pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

This JPA Amendment will permit City to become an associate member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

Pursuant to Government Code §§ 6500 *et seq.*, the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City;

and

The JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, right to amend or vote on amendments to the Authority JPA, and right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA. City shall not be bound by any subsequent amendments of the Authority JPA not expressly agreed to by City.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

4. Rights of City. This JPA Amendment shall be not interpreted as limiting or restricting the rights of City to establish parameters or limitation on upon the HERO Program as it is conducted within City's jurisdiction.

B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof, upon approval of same by City Council.

2. Determination of Eligible Improvements. Subject to any parameters or limitations provided in the resolution of City approving the conduct of the HERO Program within City's jurisdiction, Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners with the California HERO Program Boundaries and will be solely responsible for the conduct of such proceedings.

4. Financing the Installation of Eligible Improvements. Upon approval of the conduct of the HERO Program within City's jurisdiction, Authority shall be solely responsible to develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the PACE program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in

connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. Miscellaneous Provisions.

1. Withdrawal. Authority may withdraw from this JPA Amendment upon six (6) months written notice to City; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Indemnification and Liability. Authority shall defend, indemnify and hold City and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the acts, errors or omissions of Authority or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages, provided that the Authority shall not be required to defend or indemnify City and its directors, officials, officers, employees and agents for City's sole negligence or willful misconduct. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California

HERO Program will include any permitting or inspection requirements as established by City. City's cooperation shall not be interpreted to require any approvals without appropriate review or that any discretionary authority of City be exercised other than as provided by law.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Att: Executive Director

City:

City of _____

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under

the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____
Executive Committee Chair
Western Riverside Council of Governments

Date: _____

CITY OF _____

By: _____

Date: _____

Title: _____

Indian Wells
(760) 568-2611

Irvine
(949) 263-2600

Los Angeles
(213) 617-8100

Ontario
(909) 989-8584



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Warren B. Diven
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warren.diven@bbklaw.com

Memorandum

To: Rick Bishop, Executive Director, Western
From: Warren B. Diven
Date: May 6, 2013
Re: WRCOG California HERO Program - Authority for WRCOG to place assessments on the Tax Roll of Counties other than Riverside County

This memorandum is written in response to the request from the Los Angeles County Recorder's office for the legal authority that enables the Western Riverside Council of Governments ("WRCOG") to place assessments on the tax roll of counties other than Riverside County. Specifically, the assessments in question would be those assessments levied on parcels located in cities in Los Angeles County pursuant to contractual assessments entered into by the owners of such parcels pursuant to the California HERO Program (defined below).

The California HERO Program

The California HERO Program is proposed to be a contractual assessment program to be established by WRCOG pursuant to Chapter 29 of Part 3, Division 7 of the Streets and Highways Code of the State of California (Streets & Highways Code Section 5898.10 and following) ("Chapter 29") to enable the owners of parcels located within cities and counties throughout the State of California (the "State") participating in such program in order to finance the installation of distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure ("Eligible Improvements").

Chapter 29 – The Enabling Legislation to Establish a Contractual Assessment Program

What may be financed pursuant to Chapter 29? As originally enacted in 1987, Chapter 29 provided an alternative procedure for authorizing assessments to finance any work which may be done pursuant to the Improvement Act of 1911 (Division 7 of the Streets and Highways Code) (the "1911 Act"). It was the original intent of the Legislature in enacting Chapter 29 that such chapter be used to finance public improvements to lots and parcels which are developed and where the costs and time delays involved in creating an assessment district pursuant to the 1911 Act or other law would be prohibitively large relative to the costs of the public improvements to be financed.¹

¹ Section 5898.12(a) of Chapter 29.
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Chapter 29 has been subsequently amended to provide that Chapter 29 should also be used to finance the installation of Eligible Improvements². In amending Chapter 29 to enable the financing of Eligible Improvements, the Legislature made the following findings:

(a) (1) Energy and water conservation efforts, including the promotion of energy efficiency improvements to residential, commercial, industrial, agricultural, or other real property are necessary to address the issue of global climate change.

(2) The upfront cost of making residential, commercial, industrial, agricultural, or other real property more energy and water efficient prevents many property owners from making those improvements. To make those improvements more affordable and to promote the installation of those improvements, it is necessary to authorize an alternative procedure for authorizing assessments to finance the cost of energy and water efficiency improvements.

(b) The Legislature declares that a public purpose will be served by a voluntary contractual assessment program that provides the legislative body of any public agency with the authority to finance the installation of distributed generation renewable energy sources and energy or water efficiency improvements that are permanently fixed to residential, commercial, industrial, agricultural, or other real property.”³

Establishment of a Contractual Assessment Program. As amended, Chapter 29 enables a “public agency” to establish a contractual assessment program to finance such Eligible Improvements. For the purpose of financing the installation of distributed generation renewable energy sources or energy efficiency improvements, a “public agency” is defined to mean a county, city, city and county, or a municipal utility district, an irrigation district, or public utility district that owns and operates an electric distribution system.⁴ For the purpose of financing the installation of water efficiency improvements, a “public agency” is defined to mean a city, county, city and county, municipal utility district, community services district, sanitary district or water district, as defined in Water Code Section 20200.⁵

In order for a public agency to establish a contractual assessment program to finance Eligible Improvements, the public agency must follow the procedures specified in Chapter 29 which are briefly described as follows:

Step One: The legislative body of the public agency must initiate proceedings to establish a contractual assessment program by adopting a resolution indicating its intention to do so (the

² Chapter 29, Sections 5898(b), 5898(c) and 5899.3.

³ Chapter 29, Section 5898.14.

⁴ Chapter 29, Section 5898.20(c)(3)(B).

⁵ Chapter 29, Section 5898.20(c)(3)(A).

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“Resolution of Intention”).⁶ In the Resolution of Intention, the legislative body of the public agency may determine “that it would be convenient, advantageous, and in the public interest to designate an area within the public agency, which may encompass the entire public agency or a lesser portion, within which authorized public agency officials and property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources or energy or water efficiency improvements that are permanently fixed to real property pursuant to this chapter.”⁷

The Resolution of Intention must:

- include a statement that the public agency proposes to make voluntary contractual assessment financing available to property owners,
- identify the kinds of public works, distributed generation renewable energy sources, or energy or water efficiency improvements that may be financed,
- describe the boundaries of the area within which voluntary contractual assessments may be entered into,
- briefly describe the proposed arrangements for financing the program, including a brief description of criteria for determining the creditworthiness of a property owner,
- state that it is in the public interest to finance the installation of distributed generation renewable energy sources or energy or water efficiency improvements, or both, if applicable,
- state that a public hearing should be held at which interested persons may object to or inquire about the proposed program or any of its particulars, and shall state the time and place of the hearing,
- direct an appropriate public agency official to prepare a report pursuant to Section 5898.22 of Chapter 29 (the “Program Report”) and to enter into consultations with the county auditor's office or county controller's office in order to reach agreement on what additional fees, if any, will be charged to the city or county for incorporating the proposed voluntary contractual assessments into the assessments of the general taxes of the city or county on real property.⁸

Step Two. The public agency must give notice of the public hearing pursuant to the provisions of Chapter 29.⁹

⁶ Chapter 29, Section 5898.20(b).

⁷ Chapter 29, Section 5898.20(a)(2).

⁸ Chapter 29, Section 5898.20(b).

⁹ Chapter 29, Section 5898.24.



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Step Three. At the time of the public hearing, the Program Report shall be summarized and the legislative body shall afford all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the proposed contractual assessment program, the extent of the area proposed to be included within the program, the terms and conditions of the draft contract, or the proposed financing provisions. At the conclusion of the hearing, the legislative body may adopt a resolution confirming the report or may direct its modification in any respect, and thereafter may adopt a resolution confirming the report as modified, or the legislative body may abandon the proceedings. However, the legislative body may not increase the area within which contractual assessments would be offered without providing notice of the proposed increase in area pursuant to Section 5808.24.¹⁰

Issuance of Bonds to Finance the Installation of Eligible Improvements.

Once a public agency establishes a contractual assessment program pursuant to the preceding steps, it may issue bonds pursuant to Chapter 29, the principal and interest of which would be repaid by voluntary contractual assessments.¹¹ The provisions of the Improvement Bond Act of 1915 (Division 10 of the Streets and Highways Code) (the "1915 Act") shall apply to any bonds issued pursuant to Chapter 29, Section 5898.28, insofar as the 1915 Act is not in conflict with Chapter 29.

Levy and Collection of Assessments pursuant to Chapter 29.

Chapter 29 provides that assessments levied pursuant to such chapter, and the interest and penalties thereon shall constitute a lien against the lots and parcels on which they are made, until they are paid.¹² Section 5898.30 further provides as to such assessments that:

"[The 1915 Act], insofar as those provisions are not in conflict with the provisions of this chapter, Article 13 (commencing with Section 53930) of, and Article 13.5 (commencing with Section 53938) of, Chapter 4 of Part 1 of Division 2 of Title 5 of the Government Code apply to the imposition and collection of assessments contracted for pursuant to this chapter, including, but not limited to, provisions related to lien priority, the collection of assessments in the same manner and at the same time as the general taxes of the city or county on real property, and any penalties and remedies in the event of delinquency and default."

As to the collection of assessments, the 1915 Act provides that:

"The annual proportion of each assessment coming due in any year, together with the annual interest on the assessment, shall be payable in the same manner and at the same time and in the same installments as the general taxes of the city on real property are payable, and the assessment installments and the annual interest on the assessment shall be payable and come delinquent at the same times and in the

¹⁰ Chapter 29, Section 5898.26.

¹¹ Chapter 29, Section 5898.28.

¹² Chapter 29, Section 5898.30.

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same proportionate amounts and, . . . , shall bear the same proportionate penalties and interest after delinquency as do the general taxes on real property of the city.”¹³

From the authority set forth in Section 5898.30 of Chapter 39 and Section 8680(a) of the 1915 Act, it is clear that a public agency that establishes a contractual assessment program pursuant to Chapter 29 may collect such assessments levied on properties participating in such program that are located within the area within which assessment contracts may be entered pursuant to such contractual assessment program in the same manner and in the same installments as the general taxes on real property are payable, i.e., on the property tax bills of the county in which such properties are located.

The Joint Exercise of Powers Act – The Exercise of Common Powers

The Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the California Government Code (Section 6500 and following) (the “JEP Act”) provides that:

“If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting parties may be located outside this state.

It shall not be necessary that any power common to the contracting parties be exercised by each such contracting party with respect to the geographic area in which such power is to be jointly exercised.”¹⁴

A “public agency,” as used in Article 1 of the JEP Act, “includes, but is not limited to the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies.”¹⁵ (Emphasis added) As a result, a county and/or a city or a combination of counties and/or cities are “public agencies” that would be authorized, pursuant to the JEP Act, by agreement to jointly exercise any power common to such contracting parties.

¹³ Streets & Highways Code Section 8680(a).

¹⁴ Government Code Section 6502.

¹⁵ Government Code Section 6500.

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An agreement entered into pursuant to the JEP Act shall state the purpose for the agreement or the power to be exercised and shall provide for the method by which the purpose will be accomplished or the manner in which the power will be exercised.¹⁶

The agency or entity provided by an agreement entered into pursuant to the JEP Act may be one or more of the parties to such agreement or a commission or board constituted pursuant to the agreement or a person, firm or corporation, including a non-profit corporation, designated in such agreement.¹⁷ Whenever a joint powers agreement provides for the creation of an agency or entity that is separate from the parties to such agreement and is responsible for the administration of such agreement, such agency or entity shall, within 30 days after the effective date of the agreement, cause a notice of the agreement to be prepared and filed with the Secretary of State.¹⁸

The agency shall possess the common power specified in the agreement entered into pursuant to the JEP Act and may exercise it in the manner or according to the method provided for in such agreement.¹⁹

WRCOG – Background and the Original WRCOG HERO Program

General. WRCOG is a joint powers authority originally created in 1991 pursuant to the JEP Act and that certain Joint Powers Agreement of the Western Riverside Council of Governments made and entered into on April 1, 1991 (the “JPA”)²⁰ among Riverside County and fourteen (14) cities located in western Riverside County as the original parties to the JPA and members of WRCOG. Four (4) additional cities located in western Riverside County became parties to the JPA and members of WRCOG between 2008 and 2011.

The JPA expressly provided for the creation of WRCOG as a public entity and specified that WRCOG shall be a public entity separate from the parties to the JPA.²¹ The JPA states that the purpose of the formation of WRCOG was to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments and that WRCOG would explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.²² The JPA further provided that when authorized pursuant to

¹⁶ Government Code Section 6503.

¹⁷ Government Code Section 6506.

¹⁸ Government Code Section 6503.5.

¹⁹ Government Code Section 6508.

²⁰ A copy of the JPA is attached to this memorandum as Attachment A hereto.

²¹ JPA, Section 1.1.

²² JPA, Recital B.



Implementation Agreements, WRCOG shall implement, manage and administer area-wide and regional programs in the interest of the local public welfare.²³

The Original WRCOG HERO Program. In 2010 WRCOG, acting pursuant to Implementation Agreements with Riverside County and 14 the cities within WRCOG at that time, undertook proceedings pursuant to Chapter 29 to establish the “Energy Efficiency and Water Conservation Program for Western Riverside County,” also known as the WRCOG HERO Program. Pursuant to the WRCOG HERO Program, WRCOG exercises the common powers granted pursuant to Chapter 29 to Riverside County and the participating cities to establish a contractual assessment program to enable the owners of properties located with the unincorporated area of Riverside County and the incorporated areas of the participating cities (the “WRCOG HERO Program Boundaries”) to finance the installation of distributed generation renewable energy sources and energy and water efficiency improvements.

Upon the establishment of the WRCOG HERO Program, WRCOG initiated proceedings in the Superior Court of Riverside County to judicially validate, among other issues, the proceedings to establish such program and the assessments authorized be levied on properties participating in such program.²⁴ On July 1, 2011, the Superior Court entered judgments validating such proceedings and decreeing as to the contractual assessments levied by WRCOG and approved by the individual property owners to finance the construction and installation of energy efficiency and water conservation improvements, together with the interest and any penalties thereon, shall be collected in the same manner and at the same time as the general taxes on real property are payable.

Implementation of the California HERO Program

As a result of the level of acceptance of the WRCOG HERO Program and the participation in such program by the owners of properties within the WRCOG HERO Program Boundaries, the Executive Committee of WRCOG made the decision to initiate proceedings to establish the California HERO Program in order that other counties and cities throughout the State may, in the exercise of their common powers pursuant to the JEP Act, enable owners of properties located within participating cities and counties²⁵ to finance the installation of Eligible Improvements.

In order to enable participation of cities and counties in the California HERO Program, the parties to the JPA approved an amendment thereto entitled “Amendment to the

²³ JPA, Section 8.1.

²⁴ *Western Riverside County v All Persons Interested in the Matter of the Proceedings for the WRCOG Energy Efficiency and Water Conservation Program for Western Riverside County, etc.* Superior Court of the State of California, County of Riverside. Case Nos. RIC 1103280 and RIC 1103283. Separate actions were filed to judicially validate the commercial and residential components of the WRCOG HERO Program.

²⁵ For a county electing to participate in the California PACE Program, only the owners of property located in the unincorporated territory of such county will be eligible to participate in such program.

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Joint Powers Agreement of the Western Riverside Council of Governments to Permit the Provision of PACE Services” (the “JPA Amendment”)²⁶

The JPA Amendment provides the WRCOG shall be empowered to establish and operate one or more Property Assessment Clean Energy (“PACE”)²⁷ programs pursuant Chapter 29 and to enter into agreements to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG. The JPA Amendment further provides that WRCOG is empowered to establish an “Associate Member” status that provides membership in WRCOG to local jurisdictions outside the WRCOG jurisdictional boundaries but within the boundaries of a PACE program. Such a local jurisdiction shall become an Associate Member of WRCOG by adopting one or more agreements (“PACE Agreement”) on the terms and conditions established by the Executive Committee of WRCOG²⁸ (the “Executive Committee”). The rights of Associate Members are limited by the JPA Amendment solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE Program within the jurisdictional boundaries of such Associate Members.

WRCOG has established a PACE Agreement entitled “Amendment to the Joint Powers Agreement Adding [County of _____ or City of _____] as an Associate Member of the Western Riverside Council Of Governments to Permit the Provision of Property Assessed Clean Energy (Pace) Program Services within such City” (each, an “Associate Member JPA Amendment”).²⁹ The Associate Member JPA Amendment recites, in part, that:

- WRCOG intends to establish a PACE program to be known as the “California HERO Program” pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the State;
- the city or county that enters into the Associate Member JPA Amendment desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow WRCOG to conduct proceedings under Chapter 29 to finance Eligible Improvements to be installed on such properties;
- the Associate Member JPA Amendment will permit the city or county to become an associate member of WRCOG and to participate in the California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of the city or county; and

²⁶ A copy of the JPA Amendment is attached to this memorandum as Appendix B hereto.

²⁷ “PACE” is an acronym for “property assessed clean energy” a commonly used term to generically describe programs such as the WRCOG HERO Program, the California HERO Program and other similar programs established throughout the State and nation.

²⁸ Pursuant to the JPA, WRCOG is governed by its General Assembly. The JPA also establishes an Executive Committee which exercises the powers of the JPA between sessions of the General Assembly.

²⁹ A copy of the form of the Associate Member JPA Amendment is attached to this memorandum as Appendix C hereto.



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- pursuant to the JEP Act, WRCOG and the city or county are approving the Associate JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the territory of the city or county.

To implement the California HERO Program within a city or county, the Associate Member JPA Amendment provides, in part, that:

- the city or county shall determine and notify WRCOG of the boundaries of the territory within such city or county jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries");
- WRCOG will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable WRCOG to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries; and
- WRCOG shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the PACE program, and providing reports as required by Chapter 29. (Emphasis added)

By entering into an Associate Member JPA Amendment, a city or county will be agreeing to jointly exercise the powers granted to such city or county pursuant to Chapter 29 with WRCOG and the other cities and counties participating in the California HERO Program, including but not limited to, the authority to collect assessments levied pursuant to assessment contracts entered into by the owners of properties located in such city or county. Additionally, WRCOG shall, pursuant to Government Code Section 6503.7, possess the common powers specified in the JPA, as amended by the JPA Amendment and the Associate Member JPA Amendments, and may exercise such common powers in the manner or according to the method provided for in the JPA as so amended. Such common powers will include that power to collect the assessments on the property tax roll pursuant to Section 5898.30 of Chapter 39 and Section 8680(a) of the 1915 Act.

Confirmation of the Authority of WRCOG to Establish and Administer the California HERO Program

To verify the authority of WRCOG to establish and administer the California HERO Program, WRCOG will be undertaking the judicial validation of the proceedings to establish such program as well as the authority to collect the assessments levied pursuant to Chapter 39 on properties located within the jurisdictional boundaries of the cities and counties



participating in the California HERO Program which would include cities located in Los Angeles County.

Please feel free to contact me with any further questions the Los Angeles County Auditor's office may have regarding this question.

ATTACHMENT A

**JOINT EXERCISE OF POWERS AGREEMENT
OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

Updated through July, 2012

JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

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

I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG"). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;

b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;

c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvements in the administration of governmental services; and

d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following;

-
- a. When necessary for the day to day operation of the Council, to make and enter into contracts;
 - b. To contract for the services of engineers, attorneys, planners, financial consultants and separate and apart therefrom to employ such other persons, as it deems necessary;
 - c. To apply for an appropriate grant or grants under any federal, state, or local programs.
 - d. To receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;
 - e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;
 - f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The association shall have the power in its own name, only with the approval of all affected member agencies to;

- a. Acquire, hold and dispose of property by eminent domain, lease, lease purchase or sale.
- b. To incur debts, liabilities, obligations, and issue bonds;

II.

ORGANIZATION OF COUNCIL

2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to such become a member upon such terms and conditions as established by the general council or executive committee, and which has not, pursuant to provisions hereof, withdrawn therefrom. Only the parties identified in this section shall be considered contracting parties to the JPA under Government Code section 6502.

2.2 Names.

The names, particular capacities and addresses of the parties at any time shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement, within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of the appropriate representatives from the County of Riverside, each city which is a signatory to this Agreement, Western Municipal Water District, and Eastern Municipal Water District, the number of which shall be determined as hereinafter set forth. The General Assembly shall meet at least once annually, preferably scheduled in the evening. Each member agency of the General Assembly shall have one vote for each mayor, council member, county supervisor, and water district board member present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that members representing a majority of the member agencies are present. The General Assembly shall adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such by-laws may provide for the management and administration of this Agreement.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors and the President of each Water District, the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other city council member in place of the Mayor, and each water district board, at its discretion, can appoint another board member in place of the President. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies.

Membership of the Water Districts on the General Assembly and Executive Committee of WRCOG shall be conditioned on the Water Districts entering into a separate Memorandums of Understanding with WRCOG. Membership of the Riverside County Superintendent of Schools on the General Assembly and Executive Committee of WRCOG shall be conditioned on the Superintendent of Schools entering into a separate Memorandums of Understanding with WRCOG.

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each participating member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The name of the alternate members shall be on file with the Executive Committee. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

2.5 Executive Director.

The Executive Director shall be the chief administrative officer of the Council. He shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the Council and of the Executive Committee.

- d. To attend meetings of the Executive Committee.
- e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee. The time and place of regular meetings of the Executive Committee shall be determined by resolution adopted by the Executive Committee; a copy of such resolution shall be furnished to each party hereto. Regular, adjourned and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion, resolution, or

order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The secretary of the Council shall cause to be kept minutes of regular adjourned regular and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the minutes to be forwarded to each member and to each of the members hereto.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this agreement or any Implementation Agreement.

2.11 Vote or Assent of Members.

The vote, assent or approval of the members in any manner as may be required, hereunder shall be evidenced by a certified copy of the action of the governing body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.

2.12 Officers.

There shall be selected from the membership of the Executive Committee, a chairperson and a vice chairperson. The Executive Director shall be the secretary. The Treasurer of the County of Riverside shall be the Treasurer of the Council and the Controller or Auditor of the County of Riverside shall be the Auditor of the Council. Such persons shall possess the powers of, and shall perform the treasurer and auditor functions respectively, for WRCOG and perform those functions required of them by Government

Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The chairperson and vice chairperson, shall hold office for a period of one year commencing July 1st of each and every fiscal year; provided, however, the first chairperson and vice chairperson appointed shall hold office from the date of appointment to June 30th of the ensuing fiscal year. Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.

2.13 Committees.

The Executive Committee may, as it deems appropriate, appoint committees to accomplish the purposes set forth herein. All committee meetings of WRCOG, including those of the Executive Committee, shall be open to all members.

2.14 Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional officers and assistants as may be appropriate. Such officers and employees may also be, but are not required to be, officers and employees of the individual members.

2.15 Bonding Requirement.

The officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the members of the Executive Committee, the treasurer, the Executive Director, and any other officers or persons to be designated or empowered by the Executive Committee. Each such officer or person shall be required to file an official bond with the Executive Committee in an amount which shall be established by the

Executive Committee. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.16 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

2.17 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed upon the County of Riverside.

2.18 Water Districts and TUMF Matters.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Mitigation Fee ("TUMF") for cities in western Riverside County. The fee was established prior to the Water District's involvement with WRCOG and will fund transportation

improvements for the benefit of the County of Riverside and the cities in western Riverside County. As such, the Western Municipal Water District and the Eastern Municipal Water District General Assembly and Executive Committee Members shall not vote on any matter related to the administration of the TUMF program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

The Treasury of the member agency whose Treasurer is the Treasurer for WRCOG shall be the depository for WRCOG. The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 and following, such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions/Public Funds.

In preparing the budget, the General Assembly by majority vote of a quorum shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the by-laws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contribution from Water Districts.

The provision of section 3.4 above shall be inapplicable to the Western Municipal Water District and the Eastern Municipal Water District. The amount of contributions from these water districts shall be through the WRCOG budget process.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The records and accounts of WRCOG shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the County Auditor, State Controller and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligation of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Hold Harmless and Indemnity.

Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are

held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive Committee created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection.

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that additional cities other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any

additional terms and conditions that may be established by the general assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal;

b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the parties' notice of withdrawal;

c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below;

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement; providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII

IMPLEMENTATION AGREEMENTS

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency or agencies enumerated herein, may execute an Implementation Agreement for the

purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

IX

MISCELLANEOUS

9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

9.4 Arbitration.

Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and WRCOG, with respect to disputes, demands,

differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three to serve as arbitrator(s).

The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.

9.5 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the

remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.6 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.7 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.8 Execution.

The Board of Supervisors of the County of Riverside and the city councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

Original Members Agencies

1. City of Banning
2. City of Beaumont (withdrawn)
3. City of Calimesa
4. City of Canyon Lake
5. City of Corona
6. City of Hemet
7. City of Lake Elsinore
8. City of Moreno Valley
9. City of Murrieta
10. City of Norco
11. City of Perris
12. City of Riverside
13. City of San Jacinto
14. City of Temecula
15. County of Riverside

Additional City Members

1. City of Eastvale (added on 08/02/2010, Resolution 01-11)
2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)
3. City of Menifee (added on 10/06/2008, Resolution 03-09)
4. City of Wildomar (added on 08/04/2008, Resolution 01-09)

**THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS**

Participating Agencies

5. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
6. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)
7. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)

APPENDIX B

**AMENDMENT TO THE JOINT POWERS AGREEMENT
OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PACE SERVICES**

**AMENDMENT TO THE JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PACE SERVICES**

This Amendment to the Joint Powers Agreement ("Amended Agreement") is made and entered into on the 23rd day of Oct, 2012, by and between seventeen cities located within Western Riverside County and the County of Riverside (collectively the "Parties").

RECITALS

WHEREAS, seventeen cities located within Western Riverside County and the County of Riverside have entered into a Joint Powers Agreement on April 1, 1991, and through subsequent amendments thereto (the "JPA"), to form the Western Riverside Council of Governments ("WRCOG"); and

WHEREAS, on July 21, 2008, Assembly Bill 811 ("AB 811") was signed into law to amend Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") to authorize cities, counties, and cities and counties to establish voluntary contractual assessment programs to fund various renewable energy sources and energy efficiency improvements to property, commonly referred to as a Property Assessed Clean Energy ("PACE") program; and

WHEREAS, the Legislative intent of AB 811 is to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to residential, commercial, industrial, or other real property; and

WHEREAS, Chapter 29 was subsequently amended by the enactment of AB 474 effective January 1, 2010, to enable a PACE program established pursuant to Chapter 29 to finance the installation of water efficiency improvements in addition to the improvements authorized to be financed pursuant to AB 811;

WHEREAS, WRCOG is authorized to implement the purposes of Chapter 29 to establish a PACE program pursuant to the provisions of Government Code Section 6502; and

WHEREAS, WRCOG has determined that it is within the best interests of the communities that it serves, and the State of California, for WRCOG to provide a PACE program pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, including the operation of a PACE financing program within Riverside County as well as outside Riverside County; and

WHEREAS, WRCOG desires to allow jurisdictions outside WRCOG's jurisdictional boundaries to participate in WRCOG solely for the purpose of facilitating WRCOG's implementation of PACE programs within their jurisdictional boundaries, but without providing

those local jurisdictions any of the rights common to the members within WRCOG's jurisdiction pursuant to the JPA; and

WHEREAS, pursuant to Government Code sections 6500 *et seq.*, the parties to the JPA desire to amend the JPA to allow for the provision of PACE services, including the operation of an PACE financing program within and outside Riverside County.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1: The last sentence of Section 2.1 of the Agreement shall be amended to read as follows”

“Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.”

Section 2: The heading of Section VIII to the JPA is hereby amended to read as follows:

“PACE IMPLEMENTATION AND PARTICIPATION AGREEMENTS;
ASSOCIATE MEMBERSHIP”.

Section 3: Section 8.2 shall be added to the JPA and shall read as follows:

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy (“PACE”) programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an “Associate Member” status that provides membership in WRCOG to local jurisdictions that are outside WRCOG’s jurisdictional boundaries but within whose boundaries a PACE program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the “PACE Agreement”) on the terms and conditions established by the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.) The

rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

Section 4: This amendment is to become effective in accordance with Section 9.1 of the JPA.

Section 5: All other provisions and terms of the JPA are to remain unchanged.

Section 6: This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this Amended Agreement to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

APPENDIX C

**AMENDMENT TO THE JOINT POWERS AGREEMENT
ADDING [COUNTY OF _____ OR CITY OF _____]
AS AN ASSOCIATE MEMBER OF THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS TO PERMIT THE PROVISION
OF PROPERTY ASSESSED CLEAN ENERGY (PACE) SERVICES
WITHIN SUCH [COUNTY/CITY]**

**AMENDMENT TO THE JOINT POWERS AGREEMENT
ADDING CITY OF _____ AS
AS AN ASSOCIATE MEMBER OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN ENERGY (PACE)
PROGRAM SERVICES WITH SUCH CITY**

This Amendment to the Joint Powers Agreement ("JPA Amendment") is made and entered into on the ____ day of _____, 2013, by City of _____ ("City") and the Western Riverside Council of Governments ("Authority") (collectively the "Parties").

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Joint Exercise of Powers Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the "Regular Members");

WHEREAS, Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") to authorize cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy ("PACE") program, to fund various renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the "Improvements") that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the "California HERO Program" pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an associate member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to Government Code sections 6500 et seq., the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, right to amend or vote on amendments to the Authority JPA, and right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA. City shall not be bound by any subsequent amendments of the Authority JPA not expressly agreed to by City.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

4. Rights of City. This JPA Amendment shall be not interpreted as limiting or restricting the rights of City to establish parameters or limitation on upon the HERO Program as it is conducted within City's jurisdiction.

B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof, upon approval of same by City Council.

2. Determination of Eligible Improvements. Subject to any parameters or limitations provided in the resolution of City approving the conduct of the HERO Program within City's jurisdiction, Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners with the California HERO Program Boundaries and will be solely responsible for the conduct of such proceedings.

4. Financing the Installation of Eligible Improvements. Upon approval of the conduct of the HERO Program within City's jurisdiction, Authority shall be solely responsible to develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the PACE program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. Miscellaneous Provisions.

1. Withdrawal. Authority may withdraw from this JPA Amendment upon six (6) months written notice to City; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Indemnification and Liability. Authority shall defend, indemnify and hold City and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the [willful misconduct or negligent] acts, errors or omissions of Authority or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages, provided that the Authority shall not be required to defend or indemnify City and its directors, officials, officers, employees and agents for City's sole negligence or willful misconduct. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City. City's cooperation shall not be interpreted to require any approvals without appropriate review or that any discretionary authority of City be exercised other than as provided by law.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Att: Executive Director

City:

City of _____

Att: _____

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA

Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

Staff Report City of Monterey Park

DATE: JULY 17, 2013

TO: PAUL, TALBOT, CITY MANAGER
FROM: ROBERT QUINTERO, INTERIM DIRECTOR OF PUBLIC WORKS/
COMMUNITY DEVELOPMENT
SUBJECT: AWARD OF CONTRACT FOR SPIRIT BUS RFP

Staff has solicited proposals through a request for proposal (RFP) for the operation and maintenance of the City's Spirit Buses and is recommending award of contract to Transportation Concepts to start September 1, 2013.

DISCUSSION:

The current contract for the operation and maintenance of the City's transit vehicles was executed on June 30, 2010 for a three-year period and terminated on June 30, 2013. However the contract was extended for two months to August 31, 2013 in response to prospective contractors' requests for additional time to prepare their proposals. Typically a new contractor would require a minimum of 30 days for start-up activities such as hiring and training employees and setting up storage and maintenance facilities for the City fleet.

The request for proposal (RFP) for the new contract calls for the operation of 4 routes Monday through Saturday, and 2 routes Monday through Friday, for a total of 19,000 revenue hours of service. The RFP indicates that the revenue hours of service may be reduced by 25%. Staff developed the RFP to allow for this flexibility in order to accommodate changes to the bus system that may come about through the evaluation of the system to improve efficiency. The new contract will have the same term as previous contracts – 3 years plus the option for a 2-year extension.

The RFP for the operation and maintenance of mid-sized transit vehicles was released on April 8, 2013. The RFP was distributed to 26 companies that were identified as transportation providers by the Los Angeles County Metropolitan Transportation Authority (Metro) and City staff. A public notice was released on April 11 and April 18, 2013 in the *Monterey Park Progress*. Six firms attended a mandatory pre-bid conference held on April 30, 2013, and 5 firms subsequently submitted proposals. They are: Empire Transportation, First Transit, MV Transportation, Southland Transit, and Transportation Concepts.

Proposer	Hourly Rate	Annual Cost
MV Transportation	\$38.67	\$734,809
First Transit	\$40.57	\$770,765
Transportation Concepts	\$42.60	\$809,320
Southland Transit	\$44.19	\$839,521
Empire Transportation	\$47.94	\$910,893

The proposals were evaluated based on the following set of criteria:

Cost	66%
Experience	10%
Workplan	10%
References	9%
Financial Resources	5%
Total	100%

Transportation Concepts received the total highest score from each member of the evaluation team that includes the Interim Director of Public Works/Community Development, Assistant City Engineer and Principal Management Analyst. Their proposal cost is not the lowest, but their schedule of prices is reasonable and reflects what is necessary to carry out the scope of work. Transportation Concepts previously operated this contract from July 2001 to June 2004.

MV Transportation is the lowest bidder and currently the City's contractor. They acknowledge substantial vehicle maintenance and operations issues during the last three years but their proposal did not adequately address how they would improve upon their performance.

First Transit also previously operated the City's Spirit Bus from July 2004 to June 2010. During their contract period, there were similar issues with inadequate maintenance of City vehicles and spare, unmarked cutaway vehicles being placed into service for up to 25% of the time. At the end of First Transit's contract, the City withheld payment due to substantial deferred repairs that were necessary to bring the vehicles up to manufacturer and California Highway Patrol (CHP) standards.

The table below provides the maintenance cost and labor hours proposed by the three lowest bidders. MV Transportation and First Transit propose less maintenance cost and labor hours than Transportation Concepts.

Staffing and Maintenance Comparison (Annual)			
	MV Transportation	First Transit	Transportation Concepts
Maintenance Cost	\$122,635	\$102,037	\$135,255
Personnel Hours	28,144	26,902	30,644

The RFP does not stipulate the number of labor hours or the dedication of management staff required to ensure that the performance standards are met. Instead, it advises the proposer to provide a workplan and cost proposal that would best meet the City's needs based on the proposer's knowledge of the Spirit Bus system and expertise in the area of fixed-route transportation service. While Transportation Concepts' proposed cost is not the lowest, it is staff's judgment that their proposal reflects the staffing and maintenance resources necessary to carry out an acceptable level of service. Vehicle maintenance has been the most challenging issue during the last two contractors; therefore, staff is recommending the award of contract to Transportation Concepts.

It should be noted that contracting for professional services is not necessarily awarded to the lowest bidder but on the basis of demonstrated experience and professional qualifications necessary for the satisfactory performance of the services required per Government Code Section 4526.

FISCAL IMPACT:

The FY 2013-14 budget includes \$694,000 in Proposition A and C Local Return funds for the operation of the Spirit Bus. That amount is based on the FY 2012-2013 contract rate. Awarding the new contract to Transportation Concepts would require an additional \$116,120 in the local return funds.

RECOMMENDATION:

Staff requests that City Council:

- 1) Award the Spirit Bus contract to Transportation Concepts;
- 2) Authorize the City Manager to execute a contract in a form approved by the City Attorney; and
- 2) Appropriate \$116,120 in Proposition A and C Local Returns for Fiscal Year 2013-2014 for the additional contract cost.

By:


Robert Quintero
Interim Director of Public Works/
Community Development

Approved:


Paul Talbot
City Manager

By:


Annie Young
Controller

Staff Report City of Monterey Park

Consent Calendar
Agenda Item 8

July 17, 2013

To : Paul Talbot, City Manager

From: Annie Young, CPFO, Controller

Re : Annual Retirement Levy for 2013-14

Background

The City of Monterey Park's retirement costs are funded by a special voter-approved property tax. Each year the City is required to establish a tax rate to generate the retirement property tax based on the assessed valuation established by the County Assessor's Office.

Discussion

The City's retirement tax was authorized by the Monterey Park voters in elections held in 1946 and 1952. The tax rate is limited by AB13 not to exceed the rate imposed in the 1983-84 Fiscal Year. The proposed tax rate for the 2013-14 Fiscal Year is \$0.091175 per \$100 of assessed valuation. This is the same rate since 1983-84 and it is also the maximum rate allowed by AB13.

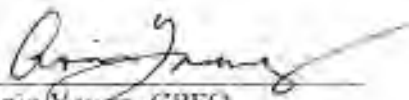
Monterey Park's assessed valuation subject to the retirement levy for 2013-14 is approximately \$4.8 billion. The projected retirement tax revenue is approximately \$5.6 million for 2013-14. The revenue and monies from the pension reserve and General Fund transfers will be sufficient to fund the projected retirement costs of \$6.7 million for 2013-14.

The retirement tax is collected by the County Auditor-Controller's Office through its annual property tax billing. The City is required to submit the attached resolution establishing the 2013-14 retirement tax rate to the County in August.

Recommendation

1. Approve the attached Resolution identifying the amount of tax revenue required to fulfill the voters' intent in funding the City's retirement system; and
2. Take such additional, related, action that may be desirable.

By:


Annie Young, CPFO
Controller

Approved:


Paul Talbot
City Manager

RESOLUTION NO. ____

A RESOLUTION IDENTIFYING THE AMOUNT OF TAX REVENUE REQUIRED TO FULFILL THE VOTERS' INTENT IN FUNDING THE CITY'S RETIREMENT SYSTEM DURING FISCAL YEAR 2013-2014 AND AUTHORIZING THE LEVY OF APPROPRIATE TAXES.

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

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

- A. On August 20, 1946, the City's voters approved a ballot measure which authorized the City to participate in the "State Employee Retirement System" (now the California Public Employee Retirement System) and also authorized the City Council "to levy and collect, annually ... a special tax sufficient to raise the amount estimated by [the City] Council to be required to provide sufficient revenue to meet the obligations of said City" to the retirement system;
- B. On April 8, 1952, the City's voters approved a ballot measure which extended the City's authorization to participate in the retirement system to include fire and police personnel. That ballot measure affirmed the City Council's authority "to levy and collect taxes sufficient to pay all costs and expenses ... to be paid by the City" to the retirement system;
- C. In 1978, California voters amended the California Constitution through Proposition 13. That Proposition generally limits the property tax rate to 1% except for indebtedness approved by the voters before July 1, 1978 or bonded indebtedness approved by the voters after July 1, 1978;
- D. In 1982, the California Supreme Court determined that a pre-1978 voter-approved pension program was an indebtedness that local officials could finance with a property tax rate outside the usual 1% limit (*Carman v. Alvord* (1982) 31 Cal.3d 318); and
- E. In 1985, the Legislature capped existing tax rates at the 1982-83 or 1983-84 level, except for rates supporting general obligation bonds, water contracts, and lease purchases (AB 13, Roos, 1985).

SECTION 2: The amount of tax revenue required from taxable property within the City to pay for the retirement system during fiscal year 2013-2014, beginning July 1, 2013 is \$5.6 million.

SECTION 3: The City Manager, or designee, is authorized to levy taxes as follows:

- A. For the purpose of raising the sums of money necessary to be raised by taxation upon the taxable property of the City of Monterey Park to ensure funding of the retirement system for the fiscal year beginning July 1, 2011, the rate for the City is fixed and are levied on all taxable property in the different portions of the City in the number of cents upon full market value of such property as assessed by the County Assessor and equalized by the Board of Supervisors for the County of Los Angeles, and with respect to certain property as assessed by the State Board of Equalization and equalized by said Board, and for the fund set forth in the table set forth below, the taxes levied upon property in each portion of the City described in this Resolution and designated by a district number will be at the rates set opposite the fund in the column headed by the district number which is prefixed to the description of such portion of said City as stated below.

- B. TAXATION DISTRICT NO. 1 consisting of all that portion of the City of Monterey Park included within the boundaries thereof as fixed by special election held August 19, 1920, (Resolution No. 245); all that territory annexed to the City of Monterey Park at annexation election held January 23, 1923, and known as Garvey Avenue Tracts (Ordinance No. 120); all that territory annexed to the City of Monterey Park at annexation election held on July 8, 1925, and known as New Avenue Tract (Ordinance No. 174); all that territory annexed to the City of Monterey Park at annexation election held July 10, 1928, and known as Keith Tract (Ordinance No. 207); all that territory annexed to the City of Monterey Park by annexation election held on April 22, 1930, and known as Midwick View Estates Tract (Ordinance No. 230); all that territory annexed to the City of Monterey Park known as Jebbia Annexation (Ordinance No. 467); all that territory annexed to the City of Monterey Park known as Midwick Country Club Annexation (Ordinance No. 468); all that territory annexed to the City of Monterey Park known as the Fitzgerald Annexation (Ordinance No. 484); all that territory annexed to the City of Monterey Park known as the Hellman Estate Annexation No. 2 (Ordinance No. 724); all that territory annexed to the City of Monterey Park known as Poteete Annexation (Ordinance No. 850); all that territory annexed to the City of Monterey Park by Ordinance No. 489 and known as the Hamilton Homes Annexation; all that territory annexed to the City of Monterey Park by Ordinance No. 510, and known as Hamilton Homes Annexation No. 2, all that territory annexed to the City of Monterey Park by Ordinance No. 520, effective October 7, 1948, known as the Jebbia Annexation; Wheeler

Annexation, effective February 21, 1949, (Ordinance No. 532); Garvey Annexation, effective May 11, 1949, (Ordinance No. 537); Garvey Avenue Annexation No. 2, effective October 13, 1949, (Ordinance No. 547); Monterey Pass Annexation, effective October 13, 1949, (Ordinance No. 548); Reservoir Annexation, effective January 16, 1950, (Ordinance No. 553); Hellman Estate Annexation effective April 26, 1951, (Ordinance No. 590); Industrial Center Annexation effective October 1, 1951, (Ordinance No. 601); Wheeler Annexation No. 2, effective March 25, 1953, (Ordinance No. 638); and O'Brien Annexation, effective November 16, 1953, (Ordinance No. 649); Wheeler Annexation No. 3, effective February 27, 1959, (Ordinance No. 844).

- C. TAXATION DISTRICT NO. 2 consisting of all that territory annexed to the City of Monterey Park by Ordinance No. 940, known as Southwesterly Atlantic Annexation No. 1; and Ordinance No. 1000, known as Southwesterly Annexation No. 3; and Ordinance No. 1093, known as Southeasterly Annexation No. 1; and Ordinance No. 1421, known as Southwesterly Annexation No. 4A.

- D. Tax Table:

Full Market Value:

Taxation District No. 1	\$ 4,534,000,000
Taxation District No. 2	<u>290,000,000</u>

Total	<u>\$ 4,824,000,000</u>
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	<u>DISTRICT NO.1⁽²⁾</u>	<u>DISTRICT NO.2⁽²⁾</u>
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Retirement Fund Tax Rate	<u>\$.091175</u>	<u>\$.091175</u>
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SECTION 4: Limitations. SECTION 1: The City Council's analysis and evaluation of this Resolution is based on the best information currently available. It is inevitable that in evaluating a matter that absolute and perfect knowledge of all possible aspects of the issue will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 5: *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 6: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 17th day of July, 2013

Teresa Real Sebastian, Mayor
City of Monterey Park

ATTEST:

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

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

By:

Karl H. Berger
Assistant City Attorney

Resolution No.

Page 5

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEREY PARK)

I, VINCENT D. CHANG, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 17th day of July, 2013, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSTAIN:	Councilmembers:
ABSENT:	Councilmembers:

Dated this 17th day of July, 2013

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

Staff Report City of Monterey Park

Public Hearing
Agenda Item 9

Date: July 17, 2013

TO: Paul Talbot, City Manager

FROM: James Funk, Lead Planner/Economic and Development
Special Projects Manager

SUBJECT: PUBLIC HEARING: ADDING A NEW § 21.24.675 TO CHAPTER 21.24
OF THE MONTEREY PARK MUNICIPAL CODE REQUIRING
IDENTIFICATION SIGNS FOR NON-RESIDENTIAL PROPERTIES
(COUNCIL ACTION)

SUMMARY:

On May 1, 2013, the City Council adopted the comprehensive Title 21 Zoning Code Amendment (CA-13-01). One item that the City Council requested to be reconsidered was regulations relating to the use of English in signage.

DISCUSSION:

As the Council is aware, the City's previous signage policies regarding English were removed from the zoning regulations. The City Attorney's office advised that the City's previous regulations did not meet constitutional requirements for sign regulation.¹

As requested by the City Council, this matter was reviewed by the City Attorney's office. If adopted, the draft ordinance would require all businesses to have at least one sign utilizing the Modern Latin Alphabet. As set forth in the draft ordinance, the express purpose of such signage is to promote economic development; help public safety; and facilitate public communication. Such government interests are recognized by the courts as justifying, in narrow circumstances, regulations requiring use of a particular language or style in a sign.

According to the Federal Highway Administration's Manual on Uniform Traffic Control Devices, drivers use many roadside features other than street signage as navigational

¹ See, e.g., *Meyer v. Nebraska* (1923) 262 U.S. 390; *Yniguez v. Arizonans for Official English* (1994) 42 F.3d 1217; *Asian American Business Group v. City of Pomona* (1989) 716 F.Supp. 1328.

aids. One of these features is commercial on-premise signs. Commercial on-premise signs are just as important to wayfinding as street names, addresses, and directional signs. The effectiveness of signage can impact the behavior of drivers. Some factors to consider when determining the effectiveness of signage is whether or not a sign is conspicuous, visible, legible, and readable.

Clear messages reduce the time required to make decisions. Since reading a sign message requires a driver to remove his or her eyes from the road, the message should be as simple as possible. Signs not easily distinguishable increase the amount of time the driver must turn his or her eyes away from the road. Signs that clearly and quickly identify the type of business allow drivers to ignore secondary extraneous information. Signs that are not distinguishable force a driver to make repeated glances and to scan all the signage on a business frontage to determine what a business is. Signs that are not distinguishable create unsafe road situations and can result in the loss of businesses because some drivers will give up trying to read a sign and place their attention elsewhere.

Clear and simple signs are significant to the response times of both the Police and Fire Departments as indicated in Attachments B and C. According to the Police and Fire Departments, officers and firefighters frequently respond to business areas for emergent or service calls. Proper protocol is to approach the location from a safe distance. A distinguishable sign allows officers and firefighters to locate a business from a distance. Additionally, callers may not always know a business address, but use signage to identify a location. Signs that are distinguishable help the Police and Fire Departments to provide fast and efficient public safety services to the community.

The information included in a sign is significant to attracting a driver to a business. The more useful the information on the sign, the more likely it will be noticed. Hungry drivers are more likely to notice restaurant signs. If a driver is looking for a business name, then the name is important. If the driver is looking for a business by the type of product or service, then product and service name is most important. According to the Downtown Monterey Park Mixed-Use and Linkages Plan, signage should be distinctive and clear, and uniformly and consistently applied. Signage operates on three scales: identification of individual stores, restaurants, entertainment centers, and offices; identification of a "project," or group of such businesses and identification of residential units.

Words are often recognized without total legibility because of familiarity with the length of the word or the pattern of the letters. Not all letters are equally legible, especially when a sign uses both lower and upper case fonts. Therefore, recognition of words is significant to the effectiveness of a sign. The effectiveness of signage is also important for older drivers who may not see as well as younger drivers and when driving conditions change due to the weather and lighting difference between the daytime and nighttime.

The new regulations include minimum and maximum text heights and size to limit the size of the total sign area for both signs. The Modern Latin Alphabet sign must also be

illuminated for visibility in during the evening either with internal illumination or utilizing light fixtures.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The proposed ordinance is exempt from additional environmental review pursuant to 14 California Code of Regulations § 15061(b)(3). CEQA applies only to projects that have the potential for causing a significant effect on the environment. This ordinance does not involve any development or change to the physical environment. Following an evaluation of possible adverse impacts, Staff finds that it can be seen with certainty that there is no possibility that the regulation that comprise the project may have a significant effect on the environment and therefore no further review by CEQA is warranted or necessary.

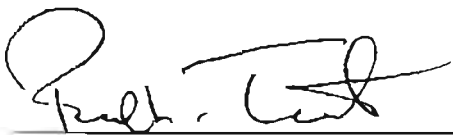
FISCAL IMPACT:

The cost to the City is indeterminate. There is a minimal cost for codification of the regulations. As to administration and enforcement of the sign regulation, applicants will off-set the City's administrative costs as part of their application fee. Consequently, the City's costs are likely minimal.

RECOMMENDATION:

It is recommended that the City Council: (1) open the public hearing; (2) consider the evidence submitted during the public hearing; (3) introduce and waive first reading of the draft ordinance; (4) schedule second reading and adoption for August 7, 2013; and (5) take such additional, related, action that may be desirable.

By: 
James Funk,
Lead Planner/Economic and
Development Special Projects
Manager

Approved: 
Paul Talbot
City Manager

Attachments:

- A. Ordinance
- B. Photos of signage without Modern Latin Alphabet
- C. Memorandum from Police Chief, dated June 24, 2013
- D. Memorandum from Fire Chief, dated June 28, 2013

ORDINANCE NO.

AN ORDINANCE ADDING A NEW § 21.24.675 TO CHAPTER 21.24 OF THE MONTEREY PARK MUNICIPAL CODE REQUIRING IDENTIFICATION SIGNS FOR NON-RESIDENTIAL PROPERTIES.

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

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

- A. The City of Monterey Park has a national and international reputation as having a diverse population;
- B. Frequently, businesses within the City utilize a logographic script (e.g., Han characters utilized by Chinese, Korean and Japanese languages) for commercial signs;
- C. Public safety personnel and tourists are frequently unable to discern one business from another because of the logographic script used by some businesses;
- D. In adopting this Ordinance, the City Council intends to protect public health, safety, and welfare by enhancing the City's character and its economic base by requiring easily recognizable signage;
- E. To help ensure the most widespread understanding of signage, the City Council believes it is in the public interest for it to require one sign on non-residential properties bearing the legal name of the establishment, organization or business or identifying the nature of the business on which they are placed using the modern Latin alphabet in addition to the sign permitted by Monterey Park Municipal Code ("MPMC") §§ 21.24.640, 21.24.650 and 21.24.660;
- F. The City Council takes notice of the findings and holdings of the courts in *Demarest v. City of Leavenworth* (2012) 876 F.Supp.2d 1186 and *Asian American Business Group v. City of Pomona* (1989) 716 F.Supp. 1328. This Ordinance is intended to be content neutral and intended for the express purposes identified in these recitals;
- G. The City Council finds that the regulations in this Ordinance will:
 - 1. Maintain and improve the aesthetic environment and overall community appearance to foster the City's ability to attract sources of economic development and growth;
 - 2. Encourage the effective use of signs as a means of communication in the City and reduce possible traffic and safety hazards from confusing or distracting signs;

3. Implement quality sign design standards that are consistent with the City's general plan, zoning ordinance and appearance review guidelines;
 4. Enable fair and consistent enforcement of these sign regulations;
 5. Enhance traffic safety by ensuring that signage does not distract, obstruct or otherwise impede traffic circulation and to safeguard and preserve the health, property, and public welfare of Monterey Park residents;
- H. When adopting this Ordinance, the City considered the entire administrative record concerning sign regulation including, without limitation, information set forth in staff reports presented to the Monterey Park City Council; photographic evidence presented by staff during its presentation to the Council; public testimony; the City's General Plan; guidelines for traffic safety issued by various public agencies including the California Department of Transportation; and other evidence set forth in the record or commonly known to the community;
- I. Should any part of this Ordinance inadvertently regulate signs in a manner that does not conform with applicable laws, the Council intends that such regulation be interpreted and enforced in a manner that brings this Ordinance into conformance with such laws;
- J. Where particular signs are defined based on their use, the Council intends that such signs be regulated based upon use, placement, design, construction, and other, similar, reasons rather than the content of such signs.

SECTION 2: Definitions. MPMC Chapter 21.04 is amended to add the following definitions in alphabetical order:

"Business specific information" means information that describes the business name; or goods or services that are provided by that business.

"Hindu-Arabic numerals" means a positional decimal numeral system utilizing ten different glyphs, 0-9.

"Modern Latin Alphabet" means the most widely used alphabetic writing system in the world (including the standard script of the English language) utilizing 26 letters in upper and lower case type.

SECTION 3: Business Specific Information Signs. MPMC § 21.24.675 is amended in its entirety to read as follows:

"21.24.675 Business Specific Information Signs.

- A. All improved non-residential properties must display a business specific

- information sign in accordance with this section.
- B. Persons may comply with this Section as follows:
1. Incorporate the business specific information into signage otherwise allowed for non-residential properties by this chapter; or
 2. Provide an additional business specific information sign in accordance with this Section (referred to in this Section as "additional signage"). Such business specific information sign is in addition to signage otherwise allowed for non-residential properties by this chapter.
- C. All business specific information signs must use Hindu-Arabic numerals and modern Latin alphabet to display the copy required by this section.
- D. Additional signage must comply with the following:
1. Business specific information is limited to four (4) words per sign. Websites and telephone numbers are prohibited.
 2. Letter height is limited to a minimum of five inches (5") and a maximum of eight inches (8").
 3. Signs must be internally or externally illuminated. Externally illuminated signs are permitted provided that the light sources such as spotlights are architecturally compatible and do not disrupt the building or sign design or form.
- E. Existing businesses with one or more lawfully erected on-premise sign(s) have six (6) months from the effective date of this section to comply with these requirements."

SECTION 4: Repeal of any provision of the MPMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

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

SECTION 6: 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 7: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2013.

Mayor Teresa Real Sebastian

ATTEST:

Vincent D. Cheng, City Clerk

I HEREBY CERTIFY that the above and foregoing ordinance was duly passed and adopted by the Monterey Park City Council at its regular meeting held on XX of _____, 2013, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

By: _____
Karl H. Berger, Assistant City Attorney

Exhibit B

Photos of signage without Modern Latin Alphabet



Source: Google Images: Signage in Chinatown Los Angeles



Source: Google Images – Signage in Korea Town Los Angeles



Source: Google Images – Signage in Korea Town Los Angeles



Source: Google Images – Signage in Thai Town Los Angeles



Source: Google Image – Persian signage Los Angeles



Source: Google Images – Persian signage Los Angeles

Exhibit C

Memorandum from Police Chief, dated June 24, 2013

**CITY OF MONTEREY PARK
INTEROFFICE MEMO**

DATE: 6/24/2013

TO: SAMANTHA TEWESART, ASSOCIATE PLANNER
FROM: JIM SMITH, CHIEF OF POLICE 
SUBJECT: BUSINESS SIGNS UTILIZING MODERN LATIN ALPHABET

I support the proposal to implement City regulations requiring businesses to utilize modern Latin alphabet as part of their business sign. The use of modern Latin alphabet will help Police personnel responding to emergency and service calls easily and safely locate the name of the business.

Officers frequently respond to business areas for emergent or service calls. Proper officer safety protocol is to locate the location of the call, park, and approach from a safe distance. The vast majority of businesses utilize some sort of signage to advertise their establishment. Those businesses that choose to utilize characters other than the modern Latin alphabet will make it difficult, if not impossible, for responding officers to recognize.

While all businesses are numerically addressed, address numbers are often small and unreadable from a distance. In addition, business locations often share the same numerical address, but have separate suite or unit numbers/letters. Often, callers requesting emergency services don't utilize those suite/unit signifiers and the officer must try to find the businesses by other means (usually looking for a name). In addition, the public calling from outside of the location regarding something that may be occurring at the location (crime, fire, other emergency, etc.) don't know the address of the business, but will look for a business name from a sign and utilize that to direct responding public safety units to the location.

The Police Department is concerned with providing fast and efficient public safety services to the community. Requiring businesses to utilize the modern Latin alphabet on their business signs will, in my professional opinion, aid greatly in providing that service.

Exhibit D

Memorandum from Fire Chief, dated June 28, 2013

**CITY OF MONTEREY PARK
INTEROFFICE MEMO**

DATE: 6/28/2013

TO: SAMANTHA TEWESART, ASSOCIATE PLANNER

FROM: JIM BIRRELL, FIRE CHIEF

SUBJECT: BUSINESS SIGNS UTILIZING MODERN LATIN

I support the proposal to implement City regulations requiring businesses to utilize modern Latin as part of their business sign. The use of modern Latin letters will aid Fire personnel responding to emergency and service calls ensures a prompt arrival after locating the name of the business.

Firefighters frequently respond to business areas for emergency medical and fire calls. The vast majority of businesses utilize some sort of signage to advertise their establishment which aids personnel in the locating of patients and/or preparation in developing tactical planning should a fire or hazardous situation exist. Those businesses that choose to utilize wording other than modern Latin will make it difficult, if not impossible, for responding officers to recognize.

While all businesses are numerically addressed, per adopted fire codes, address numbers are often difficult to see at night. In addition, business locations may share the same numerical address, but have separate suite or unit numbers/letters, Latin letter signage simplifies the locating of the reporting location and reduces the time needed to aid those in need. In addition, the public calling from outside of the location regarding something that may be occurring at the location (fire, medical emergency, etc.) don't know the address of the business, but will look for a business name from a sign and utilize that to direct responding public safety units to the location.

The Fire Department is concerned with providing fast and efficient public safety services to the community. Requiring businesses to utilize modern Latin on their business signs will, in my professional opinion, aid greatly in providing that service.

Staff Report City of Monterey Park

DATE: JULY 17, 2013

TO: PAUL TALBOT, CITY MANAGER

FROM: ROBERT QUINTERO, INTERIM DIRECTOR OF PUBLIC WORKS/
COMMUNITY DEVELOPMENT

SUBJECT: PUBLIC HEARING: CONGESTION MANAGEMENT PROGRAM
(CMP) LOCAL DEVELOPMENT REPORT AND SELF-
CERTIFICATION RESOLUTION (CMP 12-13) - COUNCIL ACTION

The Los Angeles County Metropolitan Transportation Authority (MTA) requires the City to submit the 2012/13 CMP Local Development Report and Self-Certification Resolution to maintain compliance with the Congestion Management Program (CMP).

DISCUSSION:

The Congestion Management Program (CMP) became effective with the passage of Proposition 111 in 1990. The premise for the CMP is that land-use decisions impact the regional transportation system and as such, local jurisdictions should be held accountable for mitigating traffic congestion that results from local growth.

Jurisdictions are required to conform to local requirements of the CMP in order to continue receiving their portion of state gas tax money allocated by Section 2105 of the California Streets and Highways Code, and to preserve their eligibility for state and federal funding for transportation projects.

CMP conformance is required annually in order for local jurisdictions to continue receiving certain state gas tax (Section 2105) funds and to preserve their eligibility for other state and federal transportation dollars. The Los Angeles County Metropolitan Transportation Authority (MTA) is required to monitor and determine that local jurisdictions are in conformance with the CMP.

As part of the 2003 Short Range Transportation Plan, the MTA Board authorized a nexus study to evaluate the feasibility of implementing a congestion mitigation fee that would help cities pay for the cost of implementing mitigation measures to address the traffic impacts of their new developments. While the study is underway, the CMP requirements for local jurisdictions have been reduced to:

1. reporting on all new development activity; and
2. adopting a self-certification resolution.

Staff Report – CMP Resolution

Page 2 of 2

CMP compliance requires that the City submit annual reporting on development activity (Attachment A) and to certify continual implementation of its Transportation Demand Management (TDM) ordinance that was adopted on March 23, 1993. The TDM ordinance requires that new developments provide measures that would reduce vehicle trips to the site. Examples of these amenities include preferential parking for carpoolers, transit information kiosks, and bicycle parking.

The City is committed to complying with its TDM ordinance and the CMP. Annual self-certification in the form of an adopted resolution confirms that the City is in conformance with the State mandated program.

LEGAL NOTIFICATION:

The legal notice of this agenda item was posted at City Hall, Monterey Park Bruggemeyer Library, and Langley Center on July 11, 2013, and published in the Monterey Park Progress on July 4, 2013 and July 11, 2013, with affidavit of publication on file.

CEQA (California Environmental Quality Act):

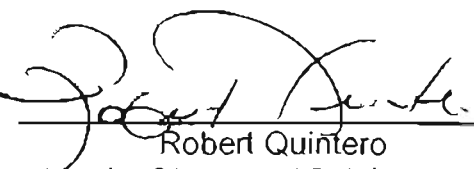
The adoption of the CMP self-certification resolution has been determined to be a Class 8 (Actions by Regulatory Agencies for Protection of the Environment) Categorical Exemption pursuant to the California Environmental Quality Act of 1970, as amended.

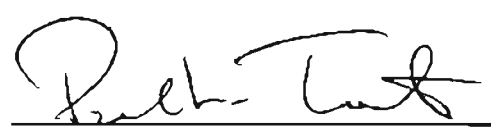
FISCAL IMPACT:

Local jurisdictions are required to conform to CMP requirements in order to continue receiving their portion of state gas tax money. The city's FY 2012 gas tax revenue was \$1.6 million.

RECOMMENDATION:

1. Open public hearing, hear staff, audience, and close public hearing.
2. Adopt resolution finding that the City of Monterey Park is in compliance with the Congestion Management Program.

By: 
Robert Quintero
Interim Director of Public Works/
Community Development

Approved: 
Paul Talbot
City Manager

City of Monterey Park
2013 CMP Local Development Report
Reporting Period: JUNE 1, 2012 - MAY 31, 2013

Date Prepared: July 9, 2013

Contact: Amy Ho
 Phone Number: (626) 307-1383

**CONGESTION MANAGEMENT PROGRAM
 FOR LOS ANGELES COUNTY**

2011 DEFICIENCY PLAN SUMMARY

* IMPORTANT: All "#value!" cells on this page are automatically calculated.
 Please do not enter data in these cells.

DEVELOPMENT TOTALS

RESIDENTIAL DEVELOPMENT ACTIVITY

Dwelling Units

Single Family Residential

1.00

Multi-Family Residential

1.00

Group Quarters

1.00

COMMERCIAL DEVELOPMENT ACTIVITY

1,000 Net Sq.Ft.²

Commercial (less than 300,000 sq.ft.)

{1.00}

Commercial (300,000 sq ft. or more)

0.00

Freestanding Eating & Drinking

0.00

NON-RETAIL DEVELOPMENT ACTIVITY

1,000 Net Sq.Ft.²

Lodging

0.00

Industrial

0.00

Office (less than 50,000 sq.ft.)

1.00

Office (50,000-299,999 sq.ft.)

0.00

Office (300,000 sq.ft. or more)

0.00

Medical

0.00

Government

0.00

Institutional/Educational

{1.00}

University (# of students)

0.00

OTHER DEVELOPMENT ACTIVITY

Daily Trips

ENTER IF APPLICABLE

0.00

ENTER IF APPLICABLE

0.00

EXEMPTED DEVELOPMENT TOTALS

Exempted Dwelling Units

0

Exempted Non-residential sq. ft. (in 1,000s)

0

City of Monterey Park
2013 CMP Local Development Report
Reporting Period: JUNE 1, 2012 - MAY 31, 2013

Date Prepared: July 9, 2013

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 1: NEW DEVELOPMENT ACTIVITY

RESIDENTIAL DEVELOPMENT ACTIVITY

Category	Dwelling Units
Single Family Residential	8.00
Multi-Family Residential	1.00
Group Quarters	1.00

COMMERCIAL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	0.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	1.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

City of Monterey Park
2013 CMP Local Development Report
Reporting Period: JUNE 1, 2012 - MAY 31, 2013

Date Prepared: July 9, 2013

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 2: NEW DEVELOPMENT ADJUSTMENTS

IMPORTANT: Adjustments may be claimed only for 1) development permits that were both issued and revoked, expired or withdrawn during the reporting period, and 2) demolition of any structure with the reporting period.

RESIDENTIAL DEVELOPMENT ADJUSTMENTS

Category	Dwelling Units
Single Family Residential	7.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	1.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	1.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

City of Monterey Park

Date Prepared: July 9, 2013

2013 CMP Local Development Report

Reporting Period: JUNE 1, 2012 - MAY 31, 2013

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 3: EXEMPTED DEVELOPMENT ACTIVITY

(NOT INCLUDED IN NEW DEVELOPMENT ACTIVITY TOTALS)

Low/Very Low Income Housing	0	Dwelling Units
High Density Residential Near Rail Stations	0	Dwelling Units
Mixed Use Developments Near Rail Stations	0	1,000 Gross Square Feet
	0	Dwelling Units
Development Agreements Entered into Prior to July 10, 1989	0	1,000 Gross Square Feet
	0	Dwelling Units
Reconstruction of Buildings Damaged due to "calamity"	0	1,000 Gross Square Feet
	0	Dwelling Units
Reconstruction of Buildings Damaged in Jan. 1994 Earthquake	0	1,000 Gross Square Feet
	0	Dwelling Units
Total Dwelling Units	0	
Total Non-residential sq. ft. (in 1,000s)	0	

Page 4

Exempted Development Definitions:

1. Low/Very Low Income Housing: As defined by the California Department of Housing and Community Development as follows:
 - Low-Income: equal to or less than 80% of the County median income, with adjustments for family size.
 - Very Low-Income: equal to or less than 50% of the County median income, with adjustments for family size.
2. High Density Residential Near Rail Stations: Development located within 1/4 mile of a fixed rail passenger station and that is equal to or greater than 120 percent of the maximum residential density allowed under the local general plan and zoning ordinance. A project providing a minimum of 75 dwelling units per acre is automatically considered high density.
3. Mixed Uses Near Rail Stations: Mixed-use development located within 1/4 mile of a fixed rail passenger station, if more than half of the land area, or floor area, of the mixed use development is used for high density residential housing.
4. Development Agreements: Projects that entered into a development agreement (as specified under Section 65864 of the California Government Code) with a local jurisdiction prior to July 10, 1989.
5. Reconstruction or replacement of any residential or non-residential structure which is damaged or destroyed, to the extent of > or = to 50% of its reasonable value, by fire, flood, earthquake or other similar calamity.
6. Any project of a federal, state or county agency that is exempt from local jurisdiction zoning regulations and where the local jurisdiction is precluded from exercising any approval/disapproval authority. These locally precluded projects do not have to be reported in the LDR.

RESOLUTION NO.

A RESOLUTION FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089

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

SECTION 1: The City Council finds that:

- A. CMP statute requires the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), acting as the Congestion Management Agency for Los Angeles County, to annually determine that the County and cities within the County are conforming to all CMP requirements;
- B. LACMTA requires submittal of the CMP Local Development Report by September 1 of each year;
- C. The City Council held a noticed public hearing on July 17, 2013;
- D. Based on the July 17, 2013 public hearing, the City Council determined that:
 - 1. The City has actions in conformance with all applicable requirements of the 2010 CMP adopted by the LACMTA Board on October 28, 2010;
 - 2. By June 15 of odd-numbered years the City will conduct annual traffic counts and calculated levels of service for selected arterial intersections, consistent with the requirements identified in the CMP Highway and Roadway System Chapter;
 - 3. The City has adopted and continues to implement a transportation demand management ordinance, consistent with the minimum requirements identified in the CMP Transportation Demand Management chapter;
 - 4. The City has adopted and continues to implement a land use analysis program, consistent with the minimum requirements identified in the CMP Land Use Analysis Program Chapter; and

5. The City has adopted a Local Development Report, which is attached as Exhibit A and incorporated as reference, that is consistent with the requirements identified in the 2010 CMP. This report balances traffic congestion impacts due to growth within the City with transportation improvements, and demonstrates that the City meets its responsibilities under the Countywide Deficiency Plan consistent with the LACMTA Board adopted 2003 Short Range Transportation Plan.

SECTION 2: In accordance with its findings, the City Council determines that the City of Monterey Park is in compliance with all requirements of the CMP adopted by the LACMTA Board on October 28, 2010.

SECTION 3: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 4: This Resolution will take effect immediately upon adoption.

PASSED, APPROVED and ADOPTED this 17th day of July, 2013.

Teresa Real Sebastian, Mayor
Monterey Park, California

Attest:

APPROVED TO FORM:
Mark D. Hensley, City Attorney

Vincent D. Chang, City Clerk
Monterey Park, California

Karl H. Berger
Assistant City Attorney

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 17th day of July, 2013, by the following vote:

Ayes:

Naes:

Absent:

Abstain:

Dated this 17th day of July, 2013.

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

Staff Report City of Monterey Park

DATE: July 17, 2013

TO: PAUL TALBOT, CITY MANAGER

FROM: JAMES FUNK, LEAD PLANNER/ECONOMIC AND DEVELOPMENT
SERVICES SPECIAL PROJECT MANAGER, COMMUNITY
DEVELOPMENT DEPARTMENT

PREPARED BY:
PRISCILA DAVILA, JWA URBAN CONSULTANTS, AND JAMES FUNK

SUBJECT: CONSIDER APPROVING SITE TO COMMIT HOME FUNDS TO A
CERTIFIED CHDO FOR DEVELOPMENT OF AFFORDABLE HOUSING

SUMMARY

The City of Monterey Park receives an annual allocation of Home Investment Partnership Program (HOME) funds from the United States Department of Housing and Urban Development (HUD). HOME Program regulations require cities to set aside of minimum of 15% of their HOME allocations for housing development activities in which qualified community housing development organizations (CHDOs) are the owners, developers and/or sponsors of the affordable housing project. Also, the HOME Program includes provisions that provide for a city's possible loss of its right to HOME funds in the event the funds are not committed within 24 months or reserved to community housing development organizations (CHDOs) within 24 months after being received.

In June 2012, the City Council approved certification of LINC Housing Corporation ("LINC") as an eligible City CHDO and authorized the City Manager to execute a reservation agreement with LINC in HOME funds to locate a site within the City to create an affordable housing project.

On May 15, 2013, staff presented to City Council a project proposed by LINC Housing Corporation to develop 6 new affordable apartments, onsite amenities and replacement parking at the City-owned property located at 236 Ramona Avenue. At that time, the City Council requested that staff research specific questions/issues, better estimate property values, perform a cost analysis, research other possible sites, and contact other possible CHDO's for possible alternative projects.

DISCUSSION

The City possesses approximately \$834,833 in HOME funds which must be committed by July 31, 2013. Given the remaining short time available to commit the HOME funds, staff worked to identify means by which the funds could be committed in a manner which would be acceptable to HUD and which would provide benefit to the City. The best option would be to commit the HOME funds to one of the following CHDO projects. Staff has prepared answers to City Council questions (attachment Exhibit "A") and has completed a comparison of both proposals (attachment Exhibit "B").

Option #A – LINC Housing Corporation

LINC Housing Corporation proposes to develop 6 new affordable apartments, onsite amenities and replacement parking at the City-owned property located at 236 Ramona Avenue. The onsite amenities for the property include a community room for resident services programs, computer room for resident use, and a community open space. The community room would also be available to the City, based upon availability.

Upon completion, the 236 Ramona Avenue will serve as a central point for the scattered site community that will include 25 City-owned residential units at 534 Chandler, 321, 325, 34 I, and 371 E. Pomona. These 25 units were previously acquired by the City and are currently being managed by City staff. The existing units lack community rooms and other unifying elements, which LINC considers important components of all residential communities.

LINC's proposal involves a total of 31 apartments (25 existing + 6 new) and includes a 100% upfront payment to the City for the parking lot land plus a draft note for the 25 existing units that's due and payable in 30 years. Based on recent appraisals conducted on properties owned by the City, the value of land would be in the range of \$40 to \$45 per square foot. The public parking lot, if sold for land value, would be in the range of \$536,640 to \$603,720. However, LINC's current proposal estimates a purchase price of \$749,752.

This proposal for Development of 6 New Apartments is dependent on sale of the City's 25 Apartments to CHDO.

LINC is located in Long Beach and has partnered with multiple cities throughout the state of California. The City received credentials from LINC and determined that it is eligible to be certified as a CHDO. This CHDO has extensive experience developing affordable housing in the Los Angeles and Orange County areas. LINC is committed to creating and preserving housing that is affordable, environmentally sustainable, and a catalyst for community improvement.

Option #B – OLDTIMERS Housing Development Corporation

Oldtimers' representatives have entered into an agreement to purchase property located at 429 E. Graves Avenue. The CHDO is proposing to use HOME fund to acquire the property and construct three (3) "for sale" detached townhomes. Currently, the property is dilapidated. Attached is Exhibit A that provides more details.

The Oldtimers Foundation formed Oldtimers Housing Development Corporation (OHDC) over 30 years ago for the development of a 150-unit senior housing residential center located in Fontana, CA. Since then, OHDC assisted in developing over 800 affordable senior and family units in Los Angeles and San Bernardino County. In addition, OHDC has developed 97 units, or 11 projects with the use of HOME funds.

Oldtimers Housing Development Corporation IV (OHDC) is currently designated as a Community Housing Development Organization (CHDO) in the Cities of Huntington Park, Fontana, South Gate and the County of Los Angeles. It is driven by a long-term vision to provide quality affordable housing to low-income seniors and families who may otherwise not have many options for adequate shelter. The Oldtimers Housing Development Corporation has a good reputation for working with cities to complete affordable and manage affordable housing projects. Note that the OHDC came under government scrutiny since 2010 when a former councilmember for the city of Bell was removed as chief executive officer for the OHDC.

If the HOME funds are not committed, then City may lose the funds by July 31, 2013. Therefore, staff recommends that the City Council select a site, re-certify LINC and/or certify Oldtimers as a CHDO, and authorize the City Manager to enter into an Agreement in a form acceptable to the City Attorney to develop affordable housing in the City.

FISCAL IMPACT

No impact to the General Fund. The estimated funds to award is \$834,833 award in HOME/CHDO funds.

RECOMMENDATION

Staff recommends that the City Council:

- (a) Evaluate the proposals;
- (b) Identify a site to commit HOME funds to a CHDO for the development of affordable housing;
- (c) Recertify the eligibility of LINC Housing Corporation ("LINC") and certify Oldtimers Housing Development Corporation – IV ("Oldtimers") as Community Housing Development Organization's (CHDO's) to be eligible to receive HOME Investment Partnerships Program (HOME) funds; and
- (d) Authorize the City Manager to execute an Agreement in a form acceptable to the City Attorney by July 31, 2013.

By: 
James Funk
Lead Planner

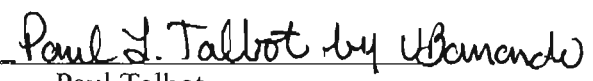
Approved: 
Paul Talbot
City Manager

EXHIBIT A		
Comparision of CHDO Proposals		
	LINC Housing Inc CHDO	Oldtimers CHDO
	Option #1	Option #2
	<u>Proposal for Development of 6 New Apartments is Dependent on Sale of the City's 25 Apartments to CHDO</u>	<u>Standalone Proposal not requiring Sale of the City's 25 Apartments to the CHDO</u>
Location of the Proposed Affordable Housing Project	Public Parking Lot at NE Corner of Ramona and Newmark	429 E. Graves Avenue
What is the current use of the property?	Public Parking Lot	Delapidated Dwelling in R-3 Zoning District
How many dwelling are proposed to be constructed on the property?	6 rental apartments above a parking structure	3 detached "for sale" dwellings
Has the Planning Commission approved development of the site for housing?	No	Yes, for 3 condominiums (owner-occupied-type dwellings) in December 2012
What are the types of affordable housing units being proposed for development on the site?	Rental Apartments	Owner Occupied Townhomes
Attached or Detached Housing	Attached	Detached
Purchase Price of Land	LINC proposes to pay Fair Market Value for the City Parking Lot, which LINC assumes to be \$749,752. (Note: This assumed Fair Market Value is higher than the anticipated land value of between \$536,640 to \$603,720, which is in the range of \$40 to \$45/sq. ft.) See Below	\$600,000 to be paid to the seller (private property owner)

What is the estimated fair market land value (for land value only) of the City's public parking lot?	Based on recent appraisals conducted on properties owned by the City, the value of land would be in the range of \$40 to \$45 per square foot. The public parking lot, if sold for land value, would be in the range of \$536,640 to \$603,720.	Not Applicable
Is the City expected to carry a note for some or all of the purchase price of the public parking lot?	No because the purchase price will be paid to the City at the time of sale of 9% Housing Tax Credits. However, please note that the entire transaction is dependent on the sale of 9% Housing Tax Credits.	Not Applicable
Amount of requested City Assistance (Note: This sum does not include the CHDO's purchase of the 25 apartments owned by the City)	\$834,245 loan at 3% amortized over 55 years.	Grant of approximately \$788,709 (which includes advancing \$500,000 for the purchase of the property to be secured with a note held by the City on the property and retired at the time of sale of the 3 townhomes.
What is the anticipated requirement for the use of the proceeds from the sale of the public parking lot?	It is anticipated that any proceeds will be required to be used to acquire and develop a replacement public parking lot.	Not Applicable because the site is private property
Will the site require rezoning?	Yes	No
Is the project conditional on 9% Housing Tax Credits?	Yes	No
What happens in the event the CHDO is unable to sell the 9% Housing Tax Credits?	There would be no deal with the CHDO and the City would risk the loss of all or a portion of the City's pledged HOME Funds.	Not Applicable because the project is not dependent on the sale of 9% Housing Tax Credits.
Will the project require a General Plann Amendment?	Yes	No
Will the project require a Zone Change?	Yes	No
Will the project require Design Review Board approval?	Yes	Yes

Will the project require Planning Commission approval of an Affordable Housing Density Bonus?	Yes	No
Will the project require waivers from the City's Zoning Code for exceeding the allowable building height restrictions, and waivers from open space requirements, parking requirements, and building front yard, rear yard, and side yard setback requirements?	Yes	No
Will the project provide a community room?	Yes	No
How many years are required for the project to remain affordable?	Minimum of 55 years because of use of Housing Tax Credits to finance the 6 new apartments and 55 years because of the use of both Housing Tax Credits and 20% Housing Setaside Funds to finance the purchase and rehabilitation of the City's 25 apartments	Minimum of 15 years because of use of HOME Funds
Will the project trigger Prevailing Wage Requirements?	Unknown	No
Will the CHDO indemnify the City regarding Prevailing Wage?	Yes	Not Applicable
Does the project require that City owned property be declared surplus?	Yes	No
Will public parking be mixed with private parking?	Yes	Not Applicable
Is public parking proposed to be maintained on the site?	Yes	No
What entity will own and maintain the public parking lot portion of the project?	To Be Determined	Not Applicable/Not Necessary
How many public parking spaces are currently on the site?	32 public parking spaces	0
How many public parking spaces are proposed to be provided on the site?	19 public parking and 9 City vehicle spaces	0

Would the City be required to monitor and varify eligibility of tenants and/or owners?	Yes, for each new tenant for a minimum of 55 years.	Yes, for each new owner for a minimum of 15 years.
Is the project conditional on the sale of the City's 25 apartments to the CHDO?	Yes	No
What is the CHDO proposing to pay the City for the 25 apartments?	\$4,648,219 or the value of the 25 apartments based on their current restricted rents and a cap rate of 6.5%, which ever is less. The City would carry a note for 30 years.	Fair Market Value, assuming the restricted rents (affordablity covenants), an 8% management expense and a 5% return on investment. (Note: Purchase of the City's 25 apartments in not a requirement for the CHDO's payment to purchase the property for development of the 3 affordable townhomes at close of escrow)

EXHIBIT B

Affordable Housing Information

Research conducted in response to questions/issues raised by City Councilpersons on May 15, 2013.

CHDO's Can Use Home Funds to Conduct the Following Activities:

- Acquisition and/or rehabilitation of rental housing.
- New construction of rental housing.
- Acquisition and/or rehabilitation of homebuyer activities.
- New construction of homebuyer properties.
- Direct financial assistance to purchasers of HOME assisted housing sponsored or developed by a CHDO with HOME funds.

RHNA – Regional Housing Needs Assessment:

State Housing Element law requires the California Department of Housing and Community Development, in consultation with the local regional planning agency, Southern California Association of Governments (SCAG), to periodically create a plan that summarizes regional housing needs for both existing conditions, as well as for an eight-year planning period. This plan, known as the Regional Housing Needs Assessment (RHNA), allocates regional housing needs by income level among member jurisdictions. SCAG has determined the City's housing needs for the period 2013-2021 to be 815 new housing units. SCAG assigned Monterey Park the following housing requirements:

Very Low:	205
Low:	123
Moderate	137
Above Moderate:	<u>350</u>
Total	815 Dwellings

What is the financial impact of not designating a location and entering into an agreement with a CHDO prior to the end of July 2013?

The HUD HOME program requires that the City's allocation of funds to be utilized by a CHDO be committed to an eligible project within two years and that they be expended within five years of allocation. The City is in jeopardy of losing its 2007-2010 HOME fund balances (\$544,245) and has until July 31, 2013 to commit to a CHDO project. Also, the City is in jeopardy of losing its 2011 HOME funds (\$179,963) and needs to commit the funds to a project prior to July 31, 2013. The reason HUD has not deobligated the 2007-2010 funds is because the City entered into a reservation agreement with LINC Housing in 2012. The City should commit the entire amount of \$544,245 for a specific CHDO project(s) to LINC or another CHDO prior to the end of July 2013 or face the possibility of HUDs deobligation of funds. The City needs to commit the \$179,963 to a HOME project(s) prior to July 31, 2013. Any undesignated amount is in jeopardy.

Availability of HOME Funds:

According to the latest IDIS report the City has the following HOME funds available:

- FY 2007: \$70,952.10 (HOME CHDO)
- FY 2008: \$68,680.50 (HOME CHDO)
- FY 2009: \$76,319.85 (HOME CHDO)
- FY 2010: \$75,642.30 (HOME CHDO)

FY 2011: \$66,468.45 (HOME CHDO)

FY 2012: \$44,157.00 (HOME CHDO – Note: These funds for FY 2012 are not under the end of the month HOME CHDO commitment deadline.)

What are some alternatives to residential development of the public parking Lot located at the Northeast Corner of Ramona and Newmark Avenues?

- Purchase Another Rental Project: One alternative would be to enter into an agreement with a CHDO to purchase another rental apartment complex for utilization of the City's Home Funds. The purchase of an existing rental apartment project would not have to be linked to the City's sale of the 25 apartments to either a CHDO (which would not be required) or a non-profit entity or a buyer that would honor the established covenants. (Note: Since May 15, 2013, City Staff has identified existing apartment complexes for purchase by a CHDO, but was not successful in securing a CHDO interested in acquisition of any of the properties currently available, especially given the problems with the economic feasibility of the acquisition and continuous operation expenses associated with a small project.
- Construct Another Rental Project: A CHDO (National Preservation Partners, Inc.), responding to the City Staff's search for other CHDO's, identified a lot for potential acquisition for development of affordable rental apartments. However, given the cost of the property (more than \$560,000), the limit of no more than 4 dwellings allowed on the property, financial constraints imposed by the HOME program, and required affordability covenants imposed by HUD, the CHDO was unable to make economically feasible the construction of new apartments and the expense of continued operations of the rental project, even if given a subsidy of more than \$700,000 in HOME funds. In addition, the CHDO looked for existing rental apartments for acquisition that would be economically feasible for conversion to affordable apartments and continued operations. At this time, City Staff has not been successful in securing a CHDO interested and/or able to identify an acceptable and workable property. As of May 28, 2013, City Staff continued to attempt to locate a CHDO financially capable and interested in this alternative.

An Alternative to Rental Units is Construction of Owner Occupied Affordable Dwellings:

Another alternative would be to enter into an agreement with a CHDO to construct new dwellings and sell the new dwellings to low income households. Below are a few key points to such an alternative:

- The homebuyer must qualify as low income household (80% AMI). For example a family of four must gross less than \$66,250.00 annually.
- The maximum value of any homebuyer/homeowner occupied property must not exceed 95% of the median purchase price for that type of housing in the area. According to recent HUD data, a single family unit must not be valued above \$394,250.
- Prior to funds being expended an estimate of the finished products value should be completed to ensure the \$394,250 threshold is not exceeded.
- HUD enforces a maximum subsidy limit based on the size of the home. For example, the maximum amount of HOME funds that can be expended on a 3 bedroom unit is \$239,506.
- *A CHDO was successful in securing a property on Graves Avenue for the development of 3 townhomes. The proposal is attached for the consideration of the City Council as an alternative to the LINC Housing proposal for rental units at the northeast corner of Newmark and Ramona Avenues.*

Ownership of the Public Parking Lot and Possible Sale:

The public parking lot at the northeast corner of Ramona and Newmark Avenues (with address of 236 S. Ramona Avenue) is currently owned by the City. The property was purchased by the City's Redevelopment Agency in 1986. There is no indication that the property was purchased using housing funds and documents of the time indicate the property was acquired with redevelopment funds for use as a parking lot.

Proceeds from the Sale of the Northwest Corner Parking Lot:

LINC is proposing to pay the current fair market value for the public parking lot. The lot is owned by the City. It is anticipated that the proceeds from the sale would go to the General Fund of the City, and that the proceeds would be required to be used to acquire and construct a replacement public parking lot.

Low-Income Housing Tax Credits:

- LINC is proposing to utilize Low-Income Housing Tax Credits to finance the development of the 6 units and the acquisition of the 25 affordable apartments.
- The LIHTC Program, which is based on **Section 42 of the Internal Revenue Code**, was enacted by Congress in 1986 to provide the private market with an incentive to invest in affordable rental housing.
- Federal housing tax credits are awarded to developers of qualified projects. Developers then sell these credits to investors to raise capital (or equity) for their projects, which reduces the debt that the developer would otherwise have to borrow. Because the debt is lower, a tax credit property can in turn offer lower, more affordable rents.
- Provided the property maintains compliance with the program requirements, investors receive a dollar-for-dollar credit against their Federal tax liability each year over a period of 10 years. The amount of the annual credit is based on the amount invested in the affordable housing.
- Distinction between Credits and Deductions:
 - **Credits:** Tax credits are subtracted directly from one's tax liability. Credits reduce tax liability dollar-for-dollar.
 - **Deductions:** Tax deductions are subtracted from a taxpayer's total income to compute his or her tax base. Deductions reduce tax liability by the amount of the deduction times the tax rate.
- Each year, the IRS allocates housing tax credits to designated state agencies-typically state housing finance agencies - which in turn award the credits to developers of qualified projects. Each state is limited to a total annual housing tax credit allocation per resident, with only the first year of the 10 years of tax credits counting against the allocation. The estimated 2013 allocation is approximately \$2.20/resident.
- There are two types of tax credit, 9% and 4%.
 - 9% credits are based on 9% of a project's qualified basis and 4% credits are based on 3.16%. 9% credits are competitively allocated while 4% credits are currently non-competitive. 9% credits also require deeper income targeting.
- Sources:
 - http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/lihtc/basics
- The State of California's tax credit programs are described further in the following document issued by the California Tax Credit Allocation Committee.
 - <http://www.treasurer.ca.gov/ctcac/program.pdf>

Life Expectancy of the Dwellings:

Julie Romey at Keyser Marston informed City Staff that LINC's proposed use of housing tax credits requires affordability covenants be placed on the 6 new apartments for a period of 55 years. In the housing tax credits are used to finance the purchases of the 25 units currently owned by the City, the affordability covenants would be require duration of 55 years. It may be necessary to conduct extensive remodeling of one or more of the 25 units currently owned by the City in order to have a dwelling's life expectancy equal or exceed 55 years.

Duration of Affordability Covenants:

The use of Home Funds for an *owner-occupied "for sale" dwelling* requires the use of an affordability covenant with a minimum term of 15 years.

The use of Home Funds for a rental apartment requires the use of an affordability covenant with a minimum term of 20 years.

The use of redevelopment housing funds for a rental apartment requires the use of an affordability covenant with a minimum term of 55 years.

The use of Housing Tax Credits for a rental apartment requires the use of an affordability covenant with a minimum term of 55 years.

Community Room Option:

On May 15, 2013, LINC Housing Corporation's proposal included development of 6 new affordable apartments, onsite amenities and replacement parking at the City-owned property located at 236 Ramona Avenue (the northeast corner of Ramona Avenue and Newmark Avenue). The onsite amenities for the property included a community room for resident services programs (including kitchen, bathrooms, office, two class rooms for such activities as a computer room, and flex space) totaling about 2,469 sq. ft. for resident use, and a community open space (public plaza) of about 525 sq. ft. On May 15, 2013, the LINC proposal was to construct the community room (at the location of the existing parking lot) at the northeast corner that would be used by the residents of the proposed new 6 affordable units and the residents of the 25 affordable dwellings proposed to be sold to LINC.

A possible option would be to build a 2500 sq. ft. community building above the existing parking lot at the northwest corner that would be shared by both the public and LINC residents.

Cost to Rehabilitate the City's Existing 25 Affordable Apartments:

JWA Urban Consultants, Inc. estimates the cost to be approximately \$44,000 to clean, repair and rehabilitate the 25 apartments currently owned by the City. However, LINC is proposing to conduct more extensive upgrades to lengthen the "sustainability" of the apartments, and estimates a cost of approximately \$150,000.

Cost of Public Permits and Fees:

As of July 10, 2013, LINC estimated that building, water service, school and other development impact fees for construction of the 6 units, including the public and private parking areas, and the upgrades to the 25 apartments will be approximately \$65,468. Of this amount, City Staff estimates that the fees for repairs and upgrades to the existing 25 apartments will be approximately \$1000.

Project Benefits to Combining the New Construction and 25 Apartments One CHDO:

In the event LINC's proposal is accepted, the benefits to the City and community would be the following:

- Transfer of management responsibility and ownership liability of the 25 existing apartments to LINC.
- The CHDO would be eligible to utilize Housing Tax Credits to acquire the properties, build the new apartments, and manage the 6 new apartments and 25 affordable apartments currently under City ownership.
- Development of an underutilized City-owned land parcel, addition to the City's affordable housing stock, and new replacement City Hall parking.
- Assist the City in meeting affordable housing goals.
- Provide residents with a high level of services including after school programs for children and personal enrichment programs.
- Community betterment.

Alternative Uses For The Northwest Parking Lot:

- **Surface Parking Lot** (continue the use as a parking lot, and land bank for the future)
- **Small Parking Structure** (if needed in the future, increase the number of spaces with a structure, however, the yield would be limited because of the zoning height limitation and the construction cost efficiency would be limited due to the small size of the lot)
- **Offices**
- **Live/Work Dwellings**
- **Community Center**
- **Community Center above the existing Parking Lot** – would require additional funding but could be an alternative for the future.
- **Housing** – the site could be developed as a mix of market rate and affordable units.
- **6 New Apartments** -- Select a CHCO to construct 6-dwellings, keep the ownership of the dwellings, and manage the dwellings. However, a significant disadvantage is that the City does not have the funds to construct 6 units without securing additional financing.
- **Sell and Use Proceeds:** Sell the existing northwest corner parking lot to a CHDO for development of 6 affordable units and use the proceeds to purchase another replacement lot directly across the street from City Hall.

Management of the 25 Apartments if Ownership is Retained by the City:

In the event the City elected to retain ownership of the 25 affordable units, an outside property management firm is estimated to charge 6% to 7.5% of gross monthly income. If the average monthly rent for a dwelling was \$1000, the management fee per unit would be \$60 to \$75 per month, or about \$1440 to 1800 per month at full occupancy of the 25 units. Other expenses would be in addition to management. For example, maintenance expenses such as repairs, gardening, etc. and operations expenses such as insurance, utilities etc. Having a "professional" property management firm oversee the 25 units would appear to be less expensive and more efficient than hiring a City employee to manage the properties. Furthermore, the City would retain liability for these properties. Although some of the liability may be reduced through insurance, the City as owner of the properties would ultimately be liable for occurrences that are not covered or in excess of the insurance limits.

Management of the 25 Apartments If Sold:

LINC has a professional management team for maintenance and operation of affordable housing. The City does not have the management personnel that specialize in apartment rental operations. If the properties were sold to LINC or another CHDO or sold to a non-CHDO operator, the City would avoid the management responsibility, ownership liability, and expenses. However, the City would still have to monitor the commitment to affordability for the duration of the covenants. If housing tax credits are used to assist in financing the proposed LINC acquisition of the 25 units, the low-income-housing-tax-credit program requires annual audits and additional compliance reports that LINC would prepare and also share with the City. This is part of LINC's core business.

In the event the 25 units were sold to a non-profit entity or other private party not using tax credits, the City would have to periodically monitor the operations to make sure affordability covenants were being observed by the owner(s) of the 25 units.

Promissory Note:

If the City sells the 25 apartments and takes back a promissory note for the entire sales price as currently being proposed by LINC, the term of the note is proposed to be 30 years. However, in order to make the purchase economically feasible for the CHDO, Keyser Marston believes a balloon payment may have to be used to be able to get the City paid off at the end of 30 years. The terms of the note (for example the interest rate, payment schedule and duration) will impact the economic feasibility for the buyer. Keyser Marston estimates the duration of the note would have to extend for at least 30 years in order to have sufficient surplus income to retire the note.

Maximum Possible Income Produced From 25 Units:

The maximum rental amount that could be generated from the 25 units was estimated by JWA Urban Consultants to be approximately \$28,496 per month in today's dollars. This amount assumes that all 25 units would be occupied and paying rent and that the rents would be the maximum allowed to be charged given the affordability covenants.

Income Based Appraisal:

The 25 apartments would be valued based on several factors, which may include restrictions and considerations such as the following:

- Income
- Condition of the units
- Life expectancy of the units
- Rental income restrictions
- Duration of the rental income restrictions
- Vacancy factor
- Management expenses
- Operations expenses
- Mortgage interest rates
- Terms of the sale (for example, with the seller be willing to hold a second at a low interest rate).
- Investor's required return on investment (for example, a 5, 9 15% return)

What are Other Cities Doing with Affordable Housing?

Staff has commenced and will continue to research affordable housing being conducted in other cities. To date, information gleaned from various records and telephone calls include the following:

- **Alhambra** has purchased single family dwellings for rehabilitation and resale, and also contracted with a CHDO to construct 8 townhomes to be sold to low income households. Alhambra does not own dwellings for rent. City staff conducts the rehabilitation activities and monitors City financed affordable housing units for conformity to affordability covenants.
- **South Gate** utilizes a CHDO to do the acquisition, rehabilitation, development and management of the city's housing projects. The City leaves much of the work to the CHDO. The City provides general oversight of the development process but nothing more. City staff annually inspects the projects to ensure satisfactory conditions and habitability. City staff also periodically meets with CHDO representatives to audit files and ensure all occupants are qualified.
- **Huntington Park:** The City's approach is identical to South Gate's program.
- **Downey:** The City staff does everything in-house. Staff acquires, rehabilitates, and manages the housing projects.
- **Rio Hondo Community Development** owns 30 units. Ramona Property Managers, Inc. manages the units for the City.
- **Montebello:** The City owns 2 rental units and uses a professional property management firm to manage the units.
- **El Monte** owns 9 units. Ramona Property Managers, Inc. manages the units for the City.