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
March 19, 2014
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

[1.] PRESENTATIONS: 1-A: Jim Smith, Chief of Police on AB109 "Realignment"

ORAL AND WRITTEN COMMUNICATIONS

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

[2.] SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) CONSENT CALENDAR ITEMS 2A-2B

2-A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF MARCH 19, 2014

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

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 **March 19, 2014 totaling $2,631.06** 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-B. SUCCESSOR AGENCY INVESTMENT REPORT AS OF FEBRUARY 2014

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.

It is recommended that the City Council

(1) Receive and file the investment report as of February 2014; and

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

[3.] CITY OF MONTEREY PARK

CONSENT CALENDAR ITEMS 3A-3E

3-A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF MARCH 19, 2014

It is required that the City Council approve all disbursements.

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 **March 19, 2014 Totaling $538,972.65** and specifying the funds out of which the same are to be paid; and

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

3-B. INVESTMENT REPORT AS OF FEBRUARY 2014

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.

It is recommended that the City Council

(1) Receive and file the investment report as of February 2014; and

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

3-C. RESOLUTION TO EXPEND PROP 1B FUNDS ON CONSTRUCTION OF BUS PADS ON ATLANTIC BOULEVARD

Prop 1B funds in the amount of $30,900 are available for the improvement of City streets. Staff proposes that the funds be used to construct concrete bus pads on Atlantic Boulevard to prolong the life of the roadway pavement.

It is recommended that the City Council

(1) Adopt Resolution No. _____ authorizing the expenditure of Prop 1B funds on Construction of Bus Pads; and

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

3-D. PURCHASE OF REPLACEMENT BATTERY BACK-UP SYSTEM FOR POLICE DEPARTMENT UNINTERRUPTIBLE POWER SOURCE (UPS) SERVER

The Police Department UPS Server is the back up for the Department's Computer Aided Dispatch/Records Management System (CAD/RMS), 911 phone system, City Hall/Police Department camera system, Jail camera system, and in-car camera system. The battery system used to power that system has reached a critical level and need to be replaced.

It is recommended that the City Council

(1) Appropriate $21,960 from the Police Department Asset Forfeiture Account for the purchase of the backup battery system and authorize the City Manager to execute a one year service agreement from GovConnection, Inc., in a form approved by the City Attorney and;

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

3-E. 2nd READING AND ADOPTION: AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (DA-13-01) TO CONSTRUCT A NEW SIX-UNIT AFFORDABLE HOUSING DEVELOPMENT PROJECT - 236 SOUTH RAMONA

The first reading and public hearing occurred on February 19, 2014. The Ordinance is now ready for second reading and adoption by the City Council.

It is recommended that the City Council

(1) Waive second reading and adopt Ordinance No. ________; and

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

[4.] PUBLIC HEARING

None.

[5.] UNFINISHED BUSINESS

None.

[6.] NEW BUSINESS

6-A. CONSIDERATION REGARDING ADOPTING A RESOLUTION ESTABLISHING PROCEDURES FOR INCREASING WATER, WASTEWATER AND SOLID WASTE FEES IN ACCORDANCE WITH THE REQUIREMENTS OF PROPOSITION 218

The proposed resolution would establish procedures for adopting water, wastewater and solid waste fees pursuant to Proposition 218. Recommendations regarding raising such fees are planned for the Council's April 16th Meeting.

It is recommended that the City Council

(1) Adopt Resolution No. ____ establishing procedures for increasing water, wastewater and solid waste fees in accordance with the requirements of Proposition 218;

(2) Receive and file this report; and

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

6-B. AN ORDINANCE AMENDING CHAPTERS 9.74 IN ITS ENTIRETY AND REPEALING CHAPTER 9.75 OF THE MONTEREY PARK MUNICIPAL CODE RELATED TO SHOPPING CART CONTAINMENT, RETRIEVAL, AND REMOVAL

At the Council's direction, staff has taken a proactive approach to address the abandoned shopping cart issue within the City. A study was conducted of shopping cart ordinances from numerous other cities to see if there are other performance standards that could be incorporated into the City's existing ordinance.

It is recommended that the City Council

(1) Introduce and waive the first reading of an ordinance amending Chapter 9.74 in its entirety and repealing Chapter 9.75 of the Monterey Park Municipal Code; and

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

[7.] COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Discussion and possible action regarding adopting policies governing the presentation of certificates, donations and recognition for individuals and organizations during Council Meetings and Council Presentation Meetings. (Requested by Council Member Ing)

[8.] CLOSED SESSION

None.

ADJOURN

PRESENTATIONS

ORAL AND WRITTEN COMMUNICATIONS

City Council Staff Report

DATE: March 19, 2014

AGENDA ITEM NO: **(SA) Consent Calendar Agenda Item 2-A.**

TO: Paul L. Talbot, City Manager

FROM: Chu Thai, Director of Management Services
Annie Yaung, CPFO, Controller

SUBJECT: Warrant Register for Successor Agency to the Former Community Redevelopment Agency of
March 19, 2014

RECOMMENDATION:

Recommendations: It is recommended that the City Council:

(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 **March 19, 2014 totaling $2,631.06** and specifying the funds out of which the same are to be paid; and

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

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 220-221.

BACKGROUND:

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.

FISCAL IMPACT:

Disbursements from all funds total **$2,631.06.**

Respectfully submitted:

Chu Thai
Director of Management Services

Prepared by:

Annie Yaung, CPFO
Controller

Approved By:

Paul L. Talbot
City Manager

Attachments: Warrant Register

RESOLUTION NO. SA-____________

A RESOLUTION OF THE
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)
ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED
19TH DAY OF MARCH 2014
TOTALING $2,631.06 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID

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

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

Atlantic/Garvey Projects		$	66.06
Merged Project Projects			2,565.00
	Total	$	2,631.06

PASSED, APPROVED AND ADOPTED THE 19TH DAY OF MARCH 2014.

____
Anthony Wong, Mayor
City of Monterey Park, California

ATTEST:

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

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

I hereby certify that this resolution was duly adopted by the Successor Agency to the Former Community Redevelopment Agency, at a regular meeting held on the 19th day of March 2014 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 03/19/2014

5

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LA CORP CENTER OWNERS ASSO	0870-801-1203-31100	2,565.00	CORPORATE CENTER ASSO. DUES	80306	220	
						2,565.00
NATIONAL CONSTRUCTION RENTALS	0860-801-1203-31100	66.06	FENCE RENTAL		221	
						66.06
	TOTAL FOR PRINTED WARRANTS					**2,631.06**

TOTAL FOR PREPAID WARRANTS	0.00
TOTAL FOR PRINTED WARRANTS	2,631.06
TOTAL WARRANTS	2,631.06
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	0
TOTAL CHECKS PRINTED	2
TOTAL CHECKS ISSUED	2

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/19/2014
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	0.00	66.06	66.06
0870	MERGED CAPITAL PROJECTS	0.00	2,565.00	2,565.00
	TOTAL	**0.00**	**2,631.06**	**2,631.06**

City Council Staff Report

DATE: March 19, 2014

AGENDA ITEM NO: **(SA) Consent Calendar Agenda Item 2-B.**

TO: Paul L. Talbot, City Manager

FROM: Annie Yaung, CPFO, Controller

SUBJECT: Successor Agency Monthly Investment Report – February 2014

RECOMMENDATION It is recommended that the City Council:

(1) Receive and file the monthly investment report; and

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

EXECUTIVE SUMMARY:

As of February 28, 2014 invested funds for the City of Monterey Park is as follows:

• Successor Agency (SA) Savings		$ 5,615,396.58
• Successor Agency (SA) Checking		119,795.45
• Successor Agency (SA) RORF		916,046.95
	Total	$ 6,651,238.98

BACKGROUND:

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

Respectfully submitted and prepared by:

Annie Yaung, CPFO
Controller

Approved By:

Paul L. Talbot
City Manager

City Council Staff Report

DATE: March 19, 2014

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-A.**

TO: Paul L. Talbot, City Manager

FROM: Chu Thai, Director of Management Services
Annie Yaung, CPFO, Controller

SUBJECT: Warrant Register for the City of Monterey Park of March 19, 2014

RECOMMENDATION:

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 **March 19, 2014 totaling $538,972.65** and specifying the funds out of which the same are to be paid; and

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

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 297527-297725.

BACKGROUND:

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.

FISCAL IMPACT:

Disbursements from all funds total **$538,972.65**

Respectfully submitted:

Chu Thai
Director of Management Services

Prepared by:

Annie Yaung, CPFO
Controller

Approved By:

Paul L. Talbot
City Manager

Attachments: Warrant Register

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED
19TH DAY OF MARCH 2014
TOTALING $538,972.65 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	$	167,922.99
State Gas Tax Fund		1,996.96
Sewer Fund		2,405.00
Refuse Fund		11,466.35
City Shop Fund		20,756.92
General Liability Fund		1,650.41
Payroll Clearing Account		15,770.13
Special Deposits Fund		58,229.93
Water Fund		190,283.76
Water Treatment Fund		9,985.34
Measure R Fund		2,910.12
Library Tax Fund		686.67
POST		332.42
Recreation Fund		23,128.63
Asset Forfeiture		12,374.24
Construction Agency Fund		1,948.35
Air Quality Improvement Fund		1,390.00
Used Oil Recycling Block Grant		47.50
SR Pedestrian & Bicycle Safety		940.77
Maintenance Grant (075)		5,267.61
ELAC Instructional Serv Prog		139.96
MTA S Garfield Transit Village		9,313.59
City/Housing Successor Agency		25.00
TOTAL	$	538,972.65

PASSED, APPROVED AND ADOPTED THE 19TH DAY OF MARCH 2014.

Anthony Wong, Mayor
City of Monterey Park, California

ATTEST

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

RESOLUTION NO.
Page 2

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

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Monterey Park at a regular meeting held on the 19th day of March 2014 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

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ARAMARK UNIFORM & CAREER APPAREL, I	0010-801-3210-39050	43.33-	VOID CHECK	80437	296427	
	0010-801-3210-39050	30.50-	VOID CHECK	80437	296427	
	0010-801-3210-39050	34.24-	VOID CHECK	80437	296427	
	0010-801-3210-39050	11.77-	VOID CHECK	80437	296427	
	0010-801-3210-39050	30.50-	VOID CHECK	80437	296427	
	0010-801-3210-39050	34.24-	VOID CHECK	80437	296427	
	0010-801-3210-39050	11.77-	VOID CHECK	80437	296427	
	0010-801-3210-39050	54.30-	VOID CHECK	80437	296427	
	0010-801-3210-39050	5.89-	VOID CHECK	80437	296427	
	0010-801-3210-39050	5.89-	VOID CHECK	80437	296427	
						262.43-
	0010-801-3210-39050	43.33	FIRE UNIFORM SERVICES	80437	297549	
	0010-801-3210-39050	30.50	FIRE UNIFORM SERVICES	80437	297549	
	0010-801-3210-39050	34.24	FIRE UNIFORM SERVICES	80437	297549	
	0010-801-3210-39050	11.77	FIRE UNIFORM SERVICES	80437	297549	
	0010-801-3210-39050	30.50	FIRE UNIFORM SERVICES	80437	297549	
	0010-801-3210-39050	34.24	FIRE UNIFORM SERVICES	80437	297549	
	0010-801-3210-39050	11.77	FIRE UNIFORM SERVICES	80437	297549	
	0010-801-3210-39050	54.30	FIRE UNIFORM SERVICES	80437	297549	
	0010-801-3210-39050	5.89	FIRE UNIFORM SERVICES	80437	297549	
	0010-801-3210-39050	5.89	FIRE UNIFORM SERVICES	80437	297549	
						262.43
AT & T	0092-801-4222-32050	112.17	PHONE SERVICE		297527	
	0010-801-3112-32050	259.12	PHONE SERVICE		297527	
	0022-801-4206-32050	601.92	PHONE SERVICE		297527	
						973.21
BIG 5 SPORTING GOODS STORE	0330-801-3102-22750	940.77	POLICE SUPPLIES		297550	
						940.77
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	304.96	WATER SERVICE		297528	

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						304.96
CHARTER COMMUNICATIONS	0010-801-3201-32050	564.72	INTERNET/CABLE SERVICE		297552	
						564.72
	0010-801-6502-32050	153.65	INTERNET/CABLE SERVICE		297551	
	0010-801-6502-32050	152.21	INTERNET/CABLE SERVICE		297551	
	0075-450-0075-08550	122.01	INTERNET/CABLE SERVICE (TRUST)		297551	
						427.87
DIVERSIFIED RISK INSURANCE	0075-450-0075-08350	107.40	SPECIAL EVENT INSURANCE(TRUST)		297553	
						107.40
WILLIAM ESTRADA	0160-801-3101-39400	199.05	POLICE TRAINING		297554	
						199.05
ALEX GARCIA	0075-450-0075-08915	223.45	COMM BEAUTIFICATION (TRUST)		297530	
						223.45
HANS J LIANG	0010-801-1101-39400	330.00	NLC CONFERENCE		297548	
						330.00
LOS ANGELES AREA FIRE CHIEFS'	0010-801-3201-39300	600.00	FIRE TRAINING		297555	
						600.00
MONTEREY PARK PETTY CASH	0010-801-3120-39700	9.99	PETTY CASH-SUPPLIES		297531	
	0010-801-3230-39700	34.54	PETTY CASH-REFRESHMENTS		297531	
	0349-801-3201-39400	38.91	PETTY CASH-REFRESHMENTS		297531	
	0349-801-3201-39400	4.13	PETTY CASH-SUPPLIES		297531	
	0349-801-3201-39400	75.13	PETTY CASH-REFRESHMENTS		297531	
	0010-801-1406-21350	84.73	PETTY CASH-OFFICE SUPPLIES		297531	
						247.43
	0010-801-3230-39700	25.47	PETTY CASH-SUPPLIES		297556	
	0010-801-3112-22750	99.71	PETTY CASH-REFRESHMENTS		297556	
	0010-801-3120-39700	28.75	PETTY CASH-REFRESHMENTS		297556	
	0010-801-3120-39700	16.87	PETTY CASH-SUPPLIES		297556	
	0010-801-3120-39700	95.10	PETTY CASH-REFRESHMENTS		297556	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0010-801-3120-39700	95.46	PETTY CASH-REFRESHMENTS		297556	
	0349-801-3201-39400	21.79	PETTY CASH-SUPPLIES		297556	
	0060-801-3210-38400	17.40	PETTY CASH-SUPPLIES		297556	
	0092-801-1403-39400	28.56	PETTY CASH-MILEAGE		297556	
	0010-801-3201-22200	5.45	PETTY CASH-SUPPLIES		297556	
	0010-801-6517-39400	79.00	PETTY CASH-TRAINING		297556	
						513.56
MR. ROOTER PLUMBING (DBA)	0010-801-4210-38100	19,825.00	PLUMBING SERVICES	80510	297557	
	0092-801-4210-38100	19,825.00	PLUMBING SERVICES	80510	297557	
						39,650.00
MUSIC GEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		297532	
						190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		297533	
						190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		297534	
						190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		297535	
						190.00
PACIFIC TELEMANAGEMENT SERVICES	0010-801-6502-32050	228.00	PHONE SERVICE		297536	
						228.00
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	0.48	POSTAGE		297558	
	0010-801-1403-32200	104.13	POSTAGE		297558	
	0010-801-1406-32200	238.62	POSTAGE		297558	
	0010-801-1701-32200	93.59	POSTAGE		297558	
	0010-801-1702-32200	97.44	POSTAGE		297558	
	0010-801-1703-32200	0.48	POSTAGE		297558	
	0010-801-1801-32200	27.69	POSTAGE		297558	
	0010-801-1802-32200	2.88	POSTAGE		297558	
	0010-801-3101-32200	11.77	POSTAGE		297558	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-3102-32200	10.04	POSTAGE		297558	
	0010-801-3104-32200	7.42	POSTAGE		297558	
	0010-801-3111-32200	1.88	POSTAGE		297558	
	0010-801-3114-32200	74.71	POSTAGE		297558	
	0010-801-3120-32200	112.80	POSTAGE		297558	
	0010-801-3201-32200	33.07	POSTAGE		297558	
	0010-801-3205-32200	412.74	POSTAGE		297558	
	0010-801-3210-32200	34.68	POSTAGE		297558	
	0010-801-3220-32200	4.41	POSTAGE		297558	
	0010-801-6001-32200	45.10	POSTAGE		297558	
	0010-801-6502-32200	29.01	POSTAGE		297558	
	0043-801-4212-32200	36.66	POSTAGE		297558	
	0075-450-0075-09230	54.14	POSTAGE (TRUST)		297558	
	0092-801-4220-32200	21.60	POSTAGE		297558	
	0092-801-4221-32200	0.48	POSTAGE		297558	
						1,455.82
PRIVATE MEDICAL CARE, INC.	0065-461	2,796.39	DENTAL INSURANCE		297537	
						2,796.39
	0065-461	2,814.75	DENTAL INSURANCE		297538	
						2,814.75
	0065-461	2,798.82	DENTAL INSURANCE		297559	
						2,798.82
SAN GABRIEL VALLEY WATER ASSOC	0092-801-4220-33200	50.00	WATER CA DROUGHT MEETING		297539	
						50.00
GEORGE SANCHEZ	0062-801-5101-35650	249.00	CLAIM SETTLEMENT		297540	
						249.00
THE STANDARD	0065-464	3,926.48	LTD INSURANCE		297541	
						3,926.48
CODAY STEVEN	0060-801-4211-22250	17.00	PETTY CASH-GASOLINE		297542	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CODAY STEVEN	0010-801-3103-22750	10.38	PETTY CASH-SUPPLIES		297542	
	0010-801-3113-22600	20.00	PETTY CASH-PRISONER HAIRCUT		297542	
	0010-801-3104-33100	14.00	PETTY CASH-PARKING		297542	
	0010-801-3104-33400	60.00	PETTY CASH-VICTIM LODGING		297542	
	0010-801-3104-23500	6.49	PETTY CASH-SUPPLIES		297542	
	0075-450-0075-08420	89.76	PETTY CASH-REFRESHMENTS(TRUST)		297542	
	0010-801-3104-33100	13.75	PETTY CASH-PARKING		297542	
	0010-801-3104-33100	20.00	PETTY CASH-PARKING		297542	
	0010-801-3120-22750	50.12	PETTY CASH-SUPPLIES		297542	
	0010-801-3120-39700	24.45	PETTY CASH-REFRESHMENTS		297542	
	0010-801-3101-22670	86.32	PETTY CASH-REFRESHMENTS		297542	
	0010-801-3102-22750	49.50	PETTY CASH-UNIFORM CLEANING		297542	
						461.77
THE GAS COMPANY (DBA)	0010-801-3114-36200	300.74	GAS SERVICES		297543	
	0060-801-4211-22250	45.73	GAS SERVICES		297543	
						346.47
THOMAS J. CODY	0010-801-1801-33200	461.28	HR LWC CONFERENCE		297544	
	0010-801-1802-33200	461.27	HR LWC CONFERENCE		297544	
						922.55
EUGENE OLIVER TUCKER	0062-801-5101-35650	1,401.41	CLAIM SETTLEMENT		297560	
						1,401.41
UNITED STATES POSTAL SERVICE	0043-801-6509-31880	3,400.00	POSTAGE CASCADES	80304	297545	
						3,400.00
MARICELA VASQUEZ	0010-801-6506-22750	200.00	DAY CARE SUPPLIES		297546	
						200.00
VISION SERVICE PLAN-CA	0065-466	2,826.22	VISION PLAN		297561	
						2,826.22
MENIJANTY WIDJAJA	0010-701-0010-02020	1.00	REFUND DUPLICATED PAYMENT		297547	
	0010-701-0010-02010	75.00	REFUND DUPLICATED PAYMENT		297547	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MENIJANTY WIDJAJA	0010-701-0010-06100	327.80	REFUND DUPLICATED PAYMENT		297547	
						403.80
	TOTAL FOR PREPAID WARRANTS					70,123.90

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ACCELA INC	0010-450-1703-02520	1,257.38	BUILDING-SYSTEM MAINTENANCE	80295	297562	
	0010-450-1703-02520	7,065.00	BUILDING-SYSTEM MAINTENANCE	80295	297562	
	0010-450-1703-02520	1,884.00	BUILDING-SYSTEM MAINTENANCE	80295	297562	
						10,206.38
ADLERHORST INTERNATIONAL INC.	0160-801-3103-22800	266.66	POLICE TRAINING		297563	
	0160-801-3103-22800	266.66	POLICE TRAINING		297563	
	0160-801-3103-22800	266.66	POLICE TRAINING		297563	
	0160-801-3103-22800	266.66	POLICE TRAINING		297563	
						1,066.64
ADVANCE PEST TERMITE CONTROL	0010-801-3113-38100	39.00	PEST CONTROL	80103	297564	
	0010-801-3113-38100	30.00	PEST CONTROL	80103	297564	
						69.00
AGENCIES TOOL CENTER	0092-850-4211-54920	404.88	FLEET TOOLS		297565	
						404.88
AIRGAS	0092-801-4223-23900	339.48	WATER SUPPLIES		297566	
						339.48
BEATRIZ MARIN ALCANTARA	0010-801-1701-31950	75.00	TRANSLATION SERVICES		297567	
						75.00
AMTECH ELEVATOR SERVICES	0010-801-4210-38100	454.85	ELEVATOR PARTS	80117	297568	
						454.85
ANGEL & SO MING FONG	0010-701-0010-02010	35.00	REFUND-BUSINESS LICENSE		297569	
						35.00
APT US&C	0010-801-1403-39300	232.00	MEMBERSHIP RENEWAL		297570	
						232.00
ARGIL BLDG. MATERIAL CO.	0010-801-4202-22400	62.13	CONCRETE	80118	297571	
	0010-801-4202-22400	245.80	CONCRETE	80118	297571	
						307.93
ARROYO BACKGROUND INVESTIGATIONS	0010-801-3104-31950	900.00	BACKGROUND INVESTIGATIONS		297572	
	0010-801-3104-31950	900.00	BACKGROUND INVESTIGATIONS		297572	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,800.00
ATHENS SERVICES	0344-801-5002-99290	1,317.61	STREET SWEEPING	80116	297573	
						1,317.61
AZTEC TECHNOLOGY	0160-801-5004-99314	245.25	POLICE STORAGE CONTAINER		297574	
						245.25
B A B STEERING HYDRAULICS, INC	0060-801-4211-38400	50.00	FLEET PARTS-UNIT 846		297575	
						50.00
B W GRAPHICS	0010-801-1101-39250	103.55	BUSINESS CARDS-P. CHAN		297576	
						103.55
BATTERY SYSTEMS, INC	0060-801-4211-23500	167.06	FLEET SUPPLIES	80002	297577	
						167.06
BLACK & WHITE EMERGENCY VEHICLES	0060-850-4211-54050	2,490.00	FLEET CONVERSION		297578	
						2,490.00
CAAD LLC	0092-801-4221-32200	1,118.00	WATER BILL MAILING SERVICE		297579	
	0010-801-1406-32200	166.20	WATER BILL MAILING SERVICE		297579	
						1,284.20
CAL LAND ENGINEERING, INC.	0010-801-4202-31950	2,000.00	SURVEYING PROPERTY LINE	80476	297580	
						2,000.00
CALIFORNIA CONSULTING, LLC	0075-450-0075-08915	3,000.00	CONSULTING SERVICES (TRUST)	80465	297581	
						3,000.00
CANON FINANCIAL SERVICES, INC.	0092-801-4209-37500	697.06	COPIER MACHINE RENTAL		297582	
						697.06
MARLENE A CARDINALI	0159-801-6507-31930	238.00	INSTRUCTOR-RECREATION CLASS		297583	
						238.00
GILBERT CASTRO	0075-450-0075-08630	150.00	REFUND-SECURITY DEPOSIT(TRUST)		297584	
						150.00
CAT SPECIALTIES, INC.	0010-801-3205-22310	75.21	FIRE UNIFORM-C BRAVO		297585	
						75.21

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CHARLIES TIRE RECYCLING	0060-801-4211-31950	243.00	FLEET TIRE RECYCLING		297586	
						243.00
COAST FITNESS REPAIR SHOP INC (DBA)	0075-450-0075-08895	250.00	EQUIPMENT REPAIR (TRUST)		297587	
						250.00
COBRA FIRE PROTECTION	0010-801-6508-31990	551.34	FIRE SYS/EXTINGUISHERS SERVICE		297588	
	0010-801-4210-38100	289.64	FIRE SYS/EXTINGUISHERS SERVICE	80123	297588	
	0010-801-4210-38100	217.70	FIRE SYS/EXTINGUISHERS SERVICE	80123	297588	
						1,058.68
COME LAND MAINTENANCE COMPANY	0010-801-3113-38250	1,958.33	JANITORIAL SERVICE	80113	297589	
	0010-801-3113-38250	1,958.33	JANITORIAL SERVICE		297589	
	0092-801-4210-38250	1,661.00	JANITORIAL SERVICE	80425	297589	
	0010-801-3114-38250	755.00	JANITORIAL SERVICE	80425	297589	
	0092-801-4220-38250	279.00	JANITORIAL SERVICE	80425	297589	
	0092-801-4222-38250	132.00	JANITORIAL SERVICE	80425	297589	
						6,743.66
COMPREHENSIVE PLANNING SERVICES	0075-450-0075-08660	21,007.30	POTRERO GRANDE EAS (TRUST)	80432	297590	
	0075-450-0075-08660	14,265.91	POTRERO GRANDE EAS (TRUST)	80432	297590	
						35,273.21
COUNTY OF LOS ANGELES	0075-450-0075-08400	20.00	SENIOR PET LICENSING (TRUST)		297591	
	0010-801-3111-31950	3,919.12	ANIMAL CONTROL SERVICES	80092	297591	
	0010-701-0010-02420	354.00-	OTHER CREDIT		297591	
	0010-701-0010-02410	985.00-	LICENSE FEES		297591	
						2,600.12
DAILY JOURNAL CORPORATION	0010-801-1301-34050	445.20	LEGAL NOTICE	80291	297592	
	0092-801-1301-34050	227.50	LEGAL NOTICE	80291	297592	
	0043-801-1301-34050	134.40	LEGAL NOTICE	80291	297592	
						807.10
DELL MARKETING LP	0010-801-3115-38400	1,130.09	COMPUTER/SUPPLIES		297593	
						1,130.09

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
DEPARTMENT OF JUSTICE	0010-801-1801-39550	96.00	FINGERPRINT PROCESSING		297594	
	0010-701-0010-03710	749.00	FINGERPRINT PROCESSING		297594	
						845.00
DISCOUNT SCHOOL SUPPLY	0010-801-6506-22750	210.87	DAY CARE SUPPLIES		297595	
						210.87
DOOLEY ENTERPRISES, INC.	0010-801-3103-22620	1,317.60	POLICE AMMUNITION		297596	
						1,317.60
DUKE'S LANDSCAPING INC.	0010-801-4202-31950	349.00	GARDENING SERVICES		297597	
						349.00
DUNN-EDWARDS CORPORATION	0010-801-4210-23100	97.48	PAINT SUPPLIES		297598	
	0010-801-4210-23100	57.56	PAINT SUPPLIES		297598	
	0010-801-4210-23100	187.47	PAINT SUPPLIES		297598	
						342.51
DURATECH USA, INC	0010-801-3104-38400	3,999.97	POLICE COMPUTER	80486	297599	
						3,999.97
E H WACHS COMPANY	0092-801-4223-23700	329.02	EQUIPMENT SUPPLY		297600	
						329.02
DEAN N EDDOW	0159-801-6507-31930	584.25	INSTRUCTOR-RECREATION CLASS		297601	
						584.25
ELIE FARAH INC	0092-801-4225-82246	55,570.60	WATER SYS IMPROVEMENT	80439	297602	
	0092-801-4225-82246	37,015.40	WATER SYS IMPROVEMENT	80439	297602	
						92,586.00
EMPIRE CLEANING SUPPLY	0010-801-6503-22150	1,044.41	JANITORIAL SUPPLIES	80280	297603	
	0010-801-6502-22150	399.78	JANITORIAL SUPPLIES	80280	297603	
						1,444.19
ENNIS TRAFFIC SAFETY SOLUTIONS	0010-801-4206-23100	2,632.36	TRAFFIC PAINT SUPPLIES	80127	297604	
						2,632.36
ENVIRONMENTAL SOLUTIONS (DBA)	0060-850-4211-54050	908.08	FLEET CONVERSION		297605	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						908.08
ENVIROTEK CORPORATION (DBA) ENVIROT	0010-801-4202-23950	1,387.41	GRAFFITI REMOVAL CHEMICALS		297606	
						1,387.41
FEDERAL EXPRESS CORP.	0010-801-6502-32200	28.44	DELIVERY SERVICE		297607	
						28.44
FEDEX KINKO'S OFFICE AND	0043-801-1403-39250	49.23	MIDYEAR REPORTS		297608	
	0092-801-1403-39250	49.24	MIDYEAR REPORTS		297608	
						98.47
FENSCO SERVICES INC	0010-801-4210-38100	240.00	FENCE REPAIR		297609	
						240.00
FLEETPRIDE WEST	0060-801-4211-38400	60.00	FLEET PARTS-UNIT 948		297610	
						60.00
FORD OF MONTEBELLO	0060-801-4211-23500	114.43	FLEET PARTS-UNITS 029 & 919	80010	297611	
						114.43
CHAI FOSTERLING	0159-801-6507-31930	348.60	INSTRUCTOR-RECREATION CLASS		297612	
						348.60
GALL'S, INC.	0010-801-3103-22300	640.38	POLICE SUPPLIES		297613	
						640.38
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		297614	
	0010-801-3113-22600	24.00	PHYSICAL		297614	
	0010-801-3113-22600	24.00	PHYSICAL		297614	
	0010-801-3113-22600	24.00	PHYSICAL		297614	
						96.00
GARVEY EQUIPMENT COMPANY	0060-801-4211-23500	71.18	FLEET SUPPLIES		297615	
						71.18
GOVCONNECTION INC	0010-801-1801-38400	196.17	COMPUTER SUPPLIES		297616	
						196.17
GOVERNMENT FINANCE OFFICERS	0010-801-1403-39350	125.00	GFOA PUBLICATIONS		297617	

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						125.00
GRAINGER	0092-801-4222-23400	4.27	ELECTRICAL SUPPLIES	80167	297618	
	0010-801-1703-24100	48.00	ELECTRICAL SUPPLIES		297618	
	0092-801-4222-23400	25.34	ELECTRICAL SUPPLIES	80167	297618	
	0093-801-4229-23300	1,544.28	ELECTRICAL SUPPLIES	80167	297618	
	0010-801-4210-38100	157.92	ELECTRICAL SUPPLIES	80129	297618	
						1,779.81
JIE GUO	0159-801-6507-31930	136.50	INSTRUCTOR-RECREATION CLASS		297619	
						136.50
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	129.00	FLEET PARTS-UNIT 846	80014	297620	
	0060-801-4211-23500	99.43	FLEET PARTS	80014	297620	
						228.43
HAAKER EQUIPMENT COMPANY	0060-801-4211-38400	1,736.25	FLEET REPAIR-UNIT 906		297621	
						1,736.25
HANSON AGGREGATES	0110-801-4202-23600	1,117.25	STREET SUPPLIES	80130	297622	
	0110-801-4202-23600	1,122.19	STREET SUPPLIES	80130	297622	
						2,239.44
HAROLD'S KEY SHOP, INC.	0092-801-4210-23050	3.00	KEY/LOCK SERVICES	80131	297623	
	0092-801-4210-23050	150.00	KEY/LOCK SERVICES	80131	297623	
						153.00
HEALTHFIRST MEDICAL GROUP	0010-801-1801-31900	251.00	PRE-EMPLOYMENT PHYSICALS		297624	
						251.00
HI STANDARD AUTOMOTIVE, LLC	0060-850-4211-54050	642.96	FLEET CONVERSION		297625	
						642.96
SONJA HOLLADAY	0159-801-6507-31930	4,042.87	INSTRUCTOR-RECREATION CLASS		297626	
	0159-801-6507-31930	2,061.85	INSTRUCTOR-RECREATION CLASS		297626	
						6,104.72
HOME DEPOT CREDIT SERVICES	0022-801-4202-24100	21.73	HARDWARE SUPPLIES	80133	297627	
	0010-801-6517-23050	12.82	HARDWARE SUPPLIES	80070	297627	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HOME DEPOT CREDIT SERVICES	0022-801-4202-24100	140.05	HARDWARE SUPPLIES	80133	297627	
	0022-801-4202-24100	37.86	HARDWARE SUPPLIES	80133	297627	
	0022-801-4206-23900	210.51	HARDWARE SUPPLIES	80133	297627	
	0092-801-4210-23050	27.89	HARDWARE SUPPLIES	80133	297627	
	0010-801-6502-31150	40.09	HARDWARE SUPPLIES	80328	297627	
	0010-801-4210-23400	69.63	HARDWARE SUPPLIES	80133	297627	
	0092-801-4210-23050	16.80	HARDWARE SUPPLIES	80133	297627	
	0092-801-4210-23050	69.37	HARDWARE SUPPLIES	80133	297627	
	0010-801-4210-23300	938.55	HARDWARE SUPPLIES		297627	
	0010-801-4210-23300	62.13-	HARDWARE SUPPLIES-CREDIT	80133	297627	
	0010-801-4210-23400	46.89	HARDWARE SUPPLIES	80133	297627	
						1,570.06
ICE MACHINE SALES AND SERVICE CO (I	0010-801-4210-38100	524.21	ICE MAKER REPAIR		297628	
	0010-801-4210-38100	316.75	ICE MAKER REPAIR		297628	
	0010-801-4210-38100	321.66	ICE MAKER REPAIR		297628	
						1,162.62
BRENDA IGLESIAS	0136-801-3101-33250	150.00	POLICE POST TRAINING		297629	
						150.00
INTER VALLEY POOL SUPPLY	0010-801-6503-23050	411.02	POOL CHEMICAL	80365	297630	
	0010-801-6503-23050	518.60	POOL CHEMICAL	80365	297630	
	0010-801-6503-23050	307.38	POOL CHEMICAL	80365	297630	
						1,237.00
IP LEARNING CENTER	0159-801-6507-31930	971.25	INSTRUCTOR-RECREATION CLASS		297631	
						971.25
MARK ISHIDA	0159-801-6507-31930	468.00	INSTRUCTOR-RECREATION CLASS		297632	
	0159-801-6507-31930	429.00	INSTRUCTOR-RECREATION CLASS		297632	
						897.00
IXO, INC	0165-801-4201-39300	1,390.00	SCAQMD-MSERC FEE		297633	
						1,390.00

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JCL BARRICADE COMPANY	0010-801-4206-23800	430.55	STREET SAFETY SUPPLIES		297634	
	0010-801-4206-23800	138.38	STREET SAFETY SUPPLIES		297634	
						568.93
JENKINS & HOGIN, LLP	0010-450-1701-02530	375.00	LEGAL-ATLANTIC/GARVEY		297635	
	0880-801-2207-31600	25.00	LEGAL-LINC		297635	
	0010-801-1601-31600	20,000.00	LEGAL-GENERAL SERVICES		297635	
	0010-801-1601-31600	1,225.00	LEGAL-CA DEPT. OF FINANCE		297635	
	0010-801-1601-31600	14,080.50	LEGAL-VILLA GARFIELD		297635	
						35,705.50
JHM SUPPLY INC	0010-801-6517-23300	89.51	PARKS SUPPLIES		297636	
						89.51
JOHN L. HUNTER & ASSOC.,INC.	0043-801-4203-31950	2,139.75	NPDES SERVICES	80351	297637	
	0043-801-4203-31950	483.50	NPDES SERVICES		297637	
	0184-801-4208-31950	47.50	NPDES SERVICES	80352	297637	
						2,670.75
ROBERT JULIAN	0136-801-3101-33250	127.42	POLICE POST TRAINING		297638	
						127.42
RICHARD KAGEYAMA	0159-801-6507-31930	592.50	INSTRUCTOR-RECREATION CLASS		297639	
	0159-801-6507-31930	627.75	INSTRUCTOR-RECREATION CLASS		297639	
						1,220.25
GABRIELA KASANJIAN	0159-801-6507-31930	137.60	INSTRUCTOR-RECREATION CLASS		297640	
	0075-450-0075-08350	81.60-	LIABILITY INSURANCE (TRUST)		297640	
						56.00
KNIGHT COMMUNICATIONS INC	0160-801-3115-31700	10,250.00	SYSTEM MANAGEMENT SERVICE	80087	297641	
	0010-801-1301-38400	413.83	SYSTEM MANAGEMENT SERVICE	80214	297641	
	0010-801-1404-38400	346.83	SYSTEM MANAGEMENT SERVICE	80214	297641	
	0043-801-1404-38400	343.33	SYSTEM MANAGEMENT SERVICE	80214	297641	
	0092-801-1404-38400	525.50	SYSTEM MANAGEMENT SERVICE	80214	297641	
	0010-801-1701-38400	343.33	SYSTEM MANAGEMENT SERVICE	80214	297641	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNIGHT COMMUNICATIONS INC	0010-801-1702-38400	343.33	SYSTEM MANAGEMENT SERVICE	80214	297641	
	0010-801-1703-38400	343.33	SYSTEM MANAGEMENT SERVICE	80214	297641	
	0010-801-1801-38400	643.75	SYSTEM MANAGEMENT SERVICE	80214	297641	
	0010-801-3115-38400	1,115.83	SYSTEM MANAGEMENT SERVICE	80214	297641	
	0010-801-3201-38400	772.50	SYSTEM MANAGEMENT SERVICE	80214	297641	
	0022-801-4202-38400	386.25	SYSTEM MANAGEMENT SERVICE	80214	297641	
	0092-801-4210-38400	303.43	SYSTEM MANAGEMENT SERVICE	80214	297641	
	0060-801-4211-38400	1,716.67	SYSTEM MANAGEMENT SERVICE	80214	297641	
	0043-801-4212-38400	386.25	SYSTEM MANAGEMENT SERVICE	80214	297641	
	0092-801-4220-38400	1,545.00	SYSTEM MANAGEMENT SERVICE	80214	297641	
	0131-801-6001-38400	686.67	SYSTEM MANAGEMENT SERVICE	80214	297641	
	0010-801-6502-38400	944.17	SYSTEM MANAGEMENT SERVICE	80214	297641	
						21,410.00
KNOWLES-MCNIFF	0010-801-1404-31700	888.16	FINANCE SOFTWARE MAINTENANCE	80213	297642	
	0043-801-1404-31700	4,433.23	FINANCE SOFTWARE MAINTENANCE	80213	297642	
	0092-801-1404-31700	4,746.89	FINANCE SOFTWARE MAINTENANCE	80213	297642	
	0010-801-3115-31700	752.50	FINANCE SOFTWARE MAINTENANCE	80213	297642	
	0010-801-3220-31700	262.49	FINANCE SOFTWARE MAINTENANCE	80213	297642	
	0092-801-4221-31700	1,243.41	FINANCE SOFTWARE MAINTENANCE	80213	297642	
	0093-801-4226-31700	266.42	FINANCE SOFTWARE MAINTENANCE	80213	297642	
	0093-801-4227-31700	310.91	FINANCE SOFTWARE MAINTENANCE	80213	297642	
	0093-801-4228-31700	266.41	FINANCE SOFTWARE MAINTENANCE	80213	297642	
	0093-801-4229-31700	248.67	FINANCE SOFTWARE MAINTENANCE	80213	297642	
	0093-801-4231-31700	319.75	FINANCE SOFTWARE MAINTENANCE	80213	297642	
	0093-801-4232-31700	266.42	FINANCE SOFTWARE MAINTENANCE	80213	297642	
	0010-801-6001-31700	1,009.74	FINANCE SOFTWARE MAINTENANCE	80213	297642	
						15,015.00
CHIU SANG LEE	0159-801-6507-31930	328.50	INSTRUCTOR-RECREATION CLASS		297643	
						328.50

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LIBERTY FLAGS INC.	0092-801-4210-23050	261.75	FLAGS		297644	
						261.75
LIFE SAFETY CONSULTING & ENGINEERIN	0010-701-0010-06330	637.50	FIRE PLAN CHECK	80058	297645	
						637.50
LINCOLN EQUIPMENT INC.	0010-801-6503-22300	230.28	POOL SUPPLIES		297646	
						230.28
LONG BEACH BMW MOTORCYCLES (DBA)	0060-801-4211-23500	58.79	FLEET PARTS-UNIT 002	80021	297647	
						58.79
LOS ANGELES COUNTY DEPT. OF	0010-701-0010-06850	1,968.26	INDUSTRIAL WASTE INSPECTION		297648	
	0010-701-0010-06850	2,196.77	INDUSTRIAL WASTE PERMIT		297648	
						4,165.03
LOS ANGELES COUNTY SHERIFF'S DEPART	0010-801-3113-22600	994.02	PRISONER MEALS	80089	297649	
						994.02
LOS ANGELES TIMES	0010-801-3113-39350	12.80	SUBSCRIPTION		297650	
						12.80
LOST WEST	0010-801-5002-96048	18,597.46	IRRIGATION SYSTEM IMPROVEMENTS	80462	297651	
						18,597.46
M & C WELDING	0092-850-4211-54920	1,335.96	FLEET CONVERSION		297652	
	0092-850-4211-54100	1,116.04	FLEET CONVERSION		297652	
						2,452.00
ALICIA MARTINEZ	0075-450-0075-08630	93.00	REFUND SECURITY DEPOSIT(TRUST)		297653	
						93.00
MATCO TOOLS (DBA)	0060-801-4211-24100	12.21	FLEET TOOLS		297654	
						12.21
SAVANNAH MENDOZA	0075-450-0075-08630	150.00	REFUND SECURITY DEPOSIT(TRUST)		297655	
						150.00
METRON-FARNIER, LLC	0092-801-4224-81070	23,151.25	WATER METER/PARTS	80490	297656	
	0092-801-4224-81070	848.75	WATER METER/PARTS	80490	297656	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
METRON-FARNIER, LLC	0092-801-4224-81070	1,034.43	WATER METER/PARTS		297656	
	0092-801-4224-81070	6,798.75	WATER METER/PARTS	80489	297656	
	0092-801-4223-23350	4,961.25	WATER METER/PARTS	80489	297656	
	0092-801-4223-23350	1,363.25	WATER METER/PARTS		297656	
						38,157.68
MIDORI GARDENS	0344-801-5002-99290	3,950.00	INSTALLED PLANT		297657	
						3,950.00
MIKE'S MUFFLER	0060-801-4211-38400	269.00	FLEET-REPAIR UNIT 015	80026	297658	
						269.00
MIRACLE RECREATION EQUIPMENT COMPAN	0075-450-0075-08895	1,697.56	PLAYGROUND EQUIPMENT (TRUST)	80474	297659	
						1,697.56
MARIBEL MIRAMONTES	0075-450-0075-08630	150.00	REFUND SECURITY DEPOSIT(TRUST)		297660	
						150.00
MISSION SUPER HARDWARE	0010-801-6517-23050	61.33	HARDWARE SUPPLIES	80076	297661	
						61.33
PETER MORRIS	0159-801-6507-31930	60.20	INSTRUCTOR-RECREATION CLASS		297662	
						60.20
MR. ROOTER PLUMBING (DBA)	0010-801-4210-38100	737.92	PLUMBING SERVICES		297663	
	0010-801-4210-38100	592.00	PLUMBING SERVICES		297663	
	0010-801-4210-38100	676.74	PLUMBING SERVICES		297663	
	0042-801-4204-31950	2,405.00	SEWER LINES SERVICES		297663	
	0010-801-4210-38100	975.00	PLUMBING SERVICES		297663	
						5,386.66
MUSCO SPORTS LIGHTING, LLC	0010-801-6502-31150	1,200.00	PARKS REMOTE CONTROLLER		297664	
						1,200.00
NAVARRO'S TOWING	0060-801-4211-54050	75.00	TOWING SERVICES UNIT 094		297665	
	0060-801-4211-54050	75.00	TOWING SERVICES UNIT 093		297665	
						150.00
NED R HEALY & CO	0060-801-4211-23500	126.90	FLEET SUPPLIES	80031	297666	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
NED R HEALY & CO	0060-801-4211-23500	90.97	FLEET SUPPLIES	80031	297666	
						217.87
O'REILLY AUTO PARTS	0060-801-4211-23500	131.78	FLEET PARTS UNIT 891	80471	297667	
						131.78
OFFICE DEPOT INC.	0010-801-1702-21350	48.86	OFFICE SUPPLIES	80207	297668	
	0060-801-4211-21350	62.78	OFFICE SUPPLIES	80033	297668	
	0010-801-1703-21350	228.40	OFFICE SUPPLIES	80207	297668	
	0010-801-1703-22750	39.21	OFFICE SUPPLIES	80207	297668	
	0010-801-1701-21350	37.28	OFFICE SUPPLIES	80207	297668	
	0010-801-6502-21350	1.41	OFFICE SUPPLIES	80324	297668	
	0010-801-6502-21350	183.44	OFFICE SUPPLIES	80324	297668	
	0010-801-6502-21350	39.73	OFFICE SUPPLIES	80324	297668	
	0010-801-6502-21350	69.28	OFFICE SUPPLIES	80324	297668	
	0010-801-6502-21350	131.63	OFFICE SUPPLIES	80324	297668	
	0010-801-6502-21350	20.70	OFFICE SUPPLIES	80324	297668	
	0010-801-6502-21350	164.64	OFFICE SUPPLIES	80324	297668	
	0010-801-6502-21350	285.70	OFFICE SUPPLIES	80324	297668	
	0010-801-6502-21250	108.99	OFFICE SUPPLIES	80324	297668	
	0010-801-6505-21350	19.50	OFFICE SUPPLIES	80324	297668	
	0010-801-6502-21350	53.85	OFFICE SUPPLIES	80324	297668	
	0010-801-1101-21350	477.87	OFFICE SUPPLIES		297668	
	0010-801-1101-21350	7.72	OFFICE SUPPLIES		297668	
						1,980.99
OFFICE SOLUTIONS	0010-801-1403-21350	59.94	OFFICE SUPPLIES	80318	297669	
	0010-801-1403-21350	204.24	OFFICE SUPPLIES	80318	297669	
						264.18
NELSON ONG	0159-801-6507-31930	809.25	INSTRUCTOR-RECREATION CLASS		297670	
						809.25
ORANGE COUNTY SHERIFF'S DEPT	0136-801-3101-33250	55.00	POLICE POST TRAINING		297671	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						55.00
PAYKE GYMNASTIC ACADEMY	0159-801-6507-31930	131.32	INSTRUCTOR-RECREATION CLASS		297672	
						131.32
THE PHONE GUY	0010-801-6505-39250	215.16	VOICE/DATA CABLING		297673	
						215.16
PIRTEK COMMERCE SOUTH (DBA)	0060-801-4211-38400	172.71	FLEET PARTS UNIT 891	80036	297674	
						172.71
PLUMBING WHOLESALE OUTLET	0010-801-4210-23300	66.06	PLUMBING SUPPLIES		297675	
						66.06
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22300	33.71	FLEET UNIFORMS	80039	297676	
	0060-801-4211-22300	33.71	FLEET UNIFORMS	80039	297676	
	0060-801-4211-22300	34.42	FLEET UNIFORMS	80039	297676	
	0060-801-4211-22150	26.64	FLEET SHOP RAGS	80039	297676	
	0010-801-3210-22150	18.64	FLEET SHOP RAGS	80039	297676	
	0060-801-4211-22150	26.64	FLEET SHOP RAGS	80039	297676	
	0010-801-3210-22150	18.64	FLEET SHOP RAGS	80039	297676	
	0060-801-4211-22150	27.23	FLEET SHOP RAGS	80039	297676	
	0010-801-3210-22150	18.98	FLEET SHOP RAGS	80039	297676	
						238.61
THE PUBLIC RETIREMENT JOURNAL	0010-801-1403-39350	500.00	PERS PAC MEMBERSHIP		297677	
						500.00
RAINBOW ART	0159-801-6507-31930	242.25	INSTRUCTOR-RECREATION CLASS		297678	
						242.25
MARGARET RAMIREZ	0010-801-1301-31950	25.00	PHOTO SERVICES		297679	
						25.00
RBF CONSULTING	0447-801-1701-31950	9,313.59	GARFIELD TRANSIT VILLAGE	80464	297680	
						9,313.59
RENT-A-TOOL	0010-801-6517-22100	73.62	PARK SUPPLIES		297681	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						73.62
ROBERTSON'S	0010-801-4202-22400	472.27	CONSTRUCTION SUPPLIES	80145	297682	
						472.27
S LOPEZ KITCHEN CLEANING	0010-801-6505-22150	400.00	CLEANING SERVICE		297683	
						400.00
SAN GABRIEL VALLEY MEDICAL CTR	0010-801-3113-22600	48.00	PHYSICAL		297684	
						48.00
SAN GABRIEL VALLEY WATER ASSOC	0092-801-4220-22900	11,950.24	WATER ASSESSMENTS		297685	
						11,950.24
SAN GABRIEL VALLEY WATER CO.	0092-801-4222-36300	55.99	WATER SERVICES		297686	
						55.99
SELENE SANTOS	0010-701-0010-07050	153.00	REFUND PICNIC RESERVATION		297687	
						153.00
SMS INC	0010-801-3115-38400	682.00	SERVER MAINTENANCE		297688	
	0010-801-3115-38400	682.00	SERVER MAINTENANCE		297688	
						1,364.00
SNAP-ON INDUSTRIAL, A DIVISION OF I	0060-801-4211-38400	396.17	FLEET TOOLS	80043	297689	
						396.17
THE STANDARD INSURANCE CO.	0065-464	607.47	EXECUTIVE PREMIUM		297690	
						607.47
STATUS ONE MEDICAL INC	0010-801-1802-22750	65.24	FIRST AID SUPPLIES		297691	
						65.24
REGGIE STEVENS	0159-801-6507-31930	175.00	INSTRUCTOR-RECREATION CLASS		297692	
						175.00
SUCCESS PRINTING GRAPHICS INC	0159-801-6509-31880	3,891.60	CASCADES PRINTING	80381	297693	
						3,891.60
LEANE SUMIMOTO	0159-801-6507-31930	727.12	INSTRUCTOR-RECREATION CLASS		297694	
						727.12

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SUPERSPRINGS INTERNATIONAL, INC.	0060-850-4211-54050	996.84	FLEET CONVERSION		297695	
						996.84
SUPREME TROPHIES & GIFTS CO.	0010-801-3210-22750	21.80	NAME BADGES		297696	
						21.80
THOMSON REUTERS (LEGAL) INC.	0010-801-3104-39100	246.44	POLICE INFORMATION SERVICES		297697	
						246.44
TITO AUTO TRIM (DBA)	0060-801-4211-38400	85.00	FLEET PARTS UNIT 990	80046	297698	
						85.00
TOM'S CLOTHING & UNIFORMS INC	0010-801-4209-22300	62.13	UNIFORM-R QUARTON	80206	297699	
	0010-801-3205-22310	274.68	UNIFORM-C GOMEZ	80059	297699	
						336.81
TOYO MIYATAKE STUDIO	0010-801-5004-96037	58.86	PORTRAITS		297700	
						58.86
TRANSTECH	0010-801-1703-31950	5,297.50	BUILDING INSPECTOR	80402	297701	
						5,297.50
TRINITY DIVERSIFIED INC.	0022-801-4206-23900	598.64	TRAFFIC TOOLS		297702	
						598.64
DOROTHY TSU	0159-801-6507-31930	496.65	INSTRUCTOR-RECREATION CLASS		297703	
						496.65
UNIVAR USA INC (CORP. HEADQUARTERS)	0093-801-4227-23300	6,762.48	WATER CHEMICAL	80470	297704	
						6,762.48
URS CORPORATION	0161-450-4212-06910	1,575.00	GEOTECH REVIEW-500 E. MARKLAND		297705	
	0161-450-4212-06910	43.35	GEOTECH REVIEW-236 S. RAMONA		297705	
	0161-450-4212-06910	330.00	GEOTECH REVIEW-1290 HIGHLAND		297705	
						1,948.35
USA MOBILITY WIRELESS, INC	0010-801-3112-32050	121.79	PAGING SERVICES	80269	297706	
	0092-801-4220-32050	4.74	PAGING SERVICES	80269	297706	
						126.53

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VETERINARY HEALTHCARE CENTER	0160-801-3103-22800	332.22	K9 SUPPLIES & SERVICE		297707	
	0010-801-3111-31550	50.00	K9 SUPPLIES & SERVICE		297707	
	0160-801-3103-22800	281.08	K9 SUPPLIES & SERVICE		297707	
	0010-801-3111-31550	25.00	K9 SUPPLIES & SERVICE		297707	
	0010-801-3111-31550	25.00	K9 SUPPLIES & SERVICE		297707	
	0010-801-3111-31550	25.00	K9 SUPPLIES & SERVICE		297707	
						738.30
VFW NISEI MEMORIAL POST 9902	0010-701-0010-03540	400.00	REFUND FIREWORK PERMIT		297708	
	0075-450-0075-08110	200.00	REFUND FIREWORK DEPOSIT(TRUST)		297708	
						600.00
VISTA PAINT CO.	0060-801-4211-23500	131.35	PAINT SUPPLIES		297709	
						131.35
VULCAN MATERIAL CO	0110-801-4202-23600	670.68	ASPHALT	80150	297710	
						670.68
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	500.10	ELECTRICAL SUPPLIES		297711	
	0010-801-4210-23400	50.91	ELECTRICAL SUPPLIES		297711	
						551.01
XIAODONG WANG	0159-801-6507-31930	3,592.50	INSTRUCTOR-RECREATION CLASS		297712	
						3,592.50
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	57.46	FLEET PARTS	80047	297713	
	0060-801-4211-23500	108.35	FLEET PARTS-UNIT 948	80047	297713	
	0060-801-4211-23500	473.81	FLEET PARTS-UNIT 011	80047	297713	
	0060-801-4211-23500	76.04	FLEET PARTS-UNIT 050	80047	297713	
						715.66
WEST COAST LIGHTS & SIRENS	0060-801-4211-54050	3,886.41	FLEET CONVERSION UNIT 093	80496	297714	
	0060-801-4211-54050	3,886.41	FLEET CONVERSION UNIT 094	80496	297714	
						7,772.82
WESTERN STATES ROOF SYSTEM, INC.	0010-801-5004-96037	4,470.00	REPAIR ROOF	80394	297715	
	0010-801-5004-96037	950.00	REPAIR ROOF		297715	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						5,420.00
WESTERN WATER WORKS SUPPLY CO.	0092-801-4223-23350	2,676.39	WATER SUPPLIES	80377	297716	
	0092-801-4223-23350	1,360.87	WATER SUPPLIES		297716	
	0092-801-4223-23350	1,360.87	WATER SUPPLIES		297716	
	0092-801-4223-23350	338.56	WATER SUPPLIES		297716	
	0092-801-4223-23300	3,416.95	WATER SUPPLIES	80377	297716	
	0092-801-4223-23350	1,360.87	WATER SUPPLIES	80377	297716	
						10,514.51
WILLIES TIRES AND ALIGNMENT	0060-801-4211-23500	893.40	FLEET TIRES	80379	297717	
						893.40
ANTHONY WONG	0010-801-1101-11100	80.00	MAYOR'S EXPENSES		297718	
	0092-801-1101-11100	60.00	MAYOR'S EXPENSES		297718	
	0043-801-1101-11100	60.00	MAYOR'S EXPENSES		297718	
						200.00
KYLE R WONG	0075-450-0075-08200	15,971.00	REFUND GRADING BOND (TRUST)		297719	
						15,971.00
RICKY WONG	0159-801-6507-31930	114.40	INSTRUCTOR-RECREATION CLASS		297720	
	0159-801-6507-31930	42.90	INSTRUCTOR-RECREATION CLASS		297720	
						157.30
THOMAS WONG	0159-801-6507-31930	550.20	INSTRUCTOR-RECREATION CLASS		297721	
	0159-801-6507-31930	655.20	INSTRUCTOR-RECREATION CLASS		297721	
						1,205.40
VICTOR WONG	0159-801-6507-31930	273.37	INSTRUCTOR-RECREATION CLASS		297722	
						273.37
JULIE WULFF	0010-701-0010-07050	153.00	REFUND PICNIC RESERVATION		297723	
						153.00
XANADU SERVICE SYSTEM	0010-801-6517-31950	3,650.00	PARKS JANITORIAL SERVICES	80499	297724	
	0010-801-6517-31950	3,060.00	PARKS JANITORIAL SERVICES	80499	297724	
						6,710.00

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
SIMON YEN	0159-801-6507-31930	400.00	INSTRUCTOR-RECREATION CLASS		297725	
						400.00
	TOTAL FOR PRINTED WARRANTS					468,848.75

TOTAL FOR PREPAID WARRANTS	70,123.90
TOTAL FOR PRINTED WARRANTS	468,848.75
TOTAL WARRANTS	538,972.65
TOTAL VOID CHECKS	1
TOTAL PREPAID CHECKS	34
TOTAL CHECKS PRINTED	164
TOTAL CHECKS ISSUED	198

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 03/19/2014
FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	26,212.81	141,710.18	167,922.99
0022	STATE GAS TAX FUND	601.92	1,395.04	1,996.96
0042	SEWER FUND	0.00	2,405.00	2,405.00
0043	REFUSE FUND	3,436.66	8,029.69	11,466.35
0060	CITY SHOP FUND	80.13	20,676.79	20,756.92
0062	GENERAL LIABILITY FUND	1,650.41	0.00	1,650.41
0065	PAYROLL CLEARING ACCOUNT	15,162.66	607.47	15,770.13
0075	SPECIAL DEPOSITS FUND	1,356.76	56,873.17	58,229.93
0092	WATER FUND	20,342.77	169,940.99	190,283.76
0093	WATER TREATMENT FUND	0.00	9,985.34	9,985.34
0110	MEASURE R FUND	0.00	2,910.12	2,910.12
0131	LIBRARY TAX FUND	0.00	686.67	686.67
0136	POST	0.00	332.42	332.42
0159	RECREATION FUND	0.00	23,128.63	23,128.63
0160	ASSET FORFEITURE	199.05	12,175.19	12,374.24
0161	CONSTRUCTION AGENCY FUND	0.00	1,948.35	1,948.35
0165	AIR QUALITY IMPROVEMENT FUND	0.00	1,390.00	1,390.00
0184	USED OIL RECYCLING BLOCK GRANT	0.00	47.50	47.50
0330	SR PEDESTRIAN & BICYCLE SAFETY	940.77	0.00	940.77
0344	MAINTENANCE GRANT (075)	0.00	5,267.61	5,267.61
0349	ELAC INSTRUCTIONAL SERV PROG	139.96	0.00	139.96
0447	MTA S GARFIELD TRANSIT VILLAGE	0.00	9,313.59	9,313.59
0880	CITY/HOUSING SPECIAL REVENUE	0.00	25.00	25.00
	TOTAL	70,123.90	468,848.75	538,972.65

City Council Staff Report

DATE: March 19, 2014

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-B.**

TO: Paul L. Talbot, City Manager

FROM: Joseph Leon, City Treasurer

SUBJECT: Monthly Investment Report – February 2014

RECOMMENDATION It is recommended that the City Council:

(1) Receive and file the monthly investment report; and

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

EXECUTIVE SUMMARY:

As of February 28, 2014 invested funds for the City of Monterey Park is $74,998,425.38.

BACKGROUND:

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

Respectfully submitted,

Joseph Leon
City Treasurer

Prepared by:

Annie ~~Yaung~~, CPFO
Controller

Approved By:

Paul L. Talbot
City Manager

CITY OF MONTEREY PARK
INVESTMENT REPORT
AS OF FEBRUARY 28, 2014

INSTITUTION NAME	PURCHASE DATE	MATURITY DATE	INTEREST RATE	% OF PORTFOLIO	AMOUNT
INVESTMENTS:					
CERTIFICATES OF DEPOSIT [2]					
AMERICAN PLUS BANK	12/02/13	12/02/15	0.80%		140,000.00
ASIAN PACIFIC NATIONAL BANK	03/04/14	03/04/15	0.65%		200,000.00
CATHAY BANK	08/14/13	08/14/14	0.80%		100,000.00
CATHAY BANK	10/07/13	10/07/14	0.80%		150,000.00
EAST WEST BANK	11/10/13	11/10/14	1.14%		250,000.00
EVERTRUST BANK	11/09/13	11/09/14	0.80%		100,000.00
EVERTRUST BANK	10/07/13	10/07/14	0.80%		150,000.00
FIRST CHOICE BANK	08/07/13	08/08/14	0.80%		240,000.00
FIRST GENERAL BANK	08/15/13	08/15/15	1.00%		240,000.00
PREFERRED BANK	06/06/13	06/06/14	0.90%		100,000.00
PREFERRED BANK	03/03/14	03/03/15	0.95%		140,000.00
TOMATO BANK, N.A.	03/04/14	03/04/15	0.80%		100,000.00
TOMATO BANK, N.A.	02/04/14	02/04/15	0.80%		140,000.00
BEAL BANK USA	12/18/13	12/16/15	0.60%		240,000.00
GE CAPITAL RETAIL BANK	09/13/13	09/13/16	1.05%		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%		240,000.00
AMERICAN EXPR CENT BANK	09/19/13	09/19/16	1.10%		240,000.00
TOTAL CDs (22)		Average	0.797%	5.51%	4,130,000.00
BANK OF THE WEST SAVINGS		ON DEMAND	0.340%	22.70%	17,024,719.54
LA COUNTY TREASURY POOL		ON DEMAND	0.620%	64.00%	48,000,000.00
LOCAL AGENCY INVESTMENT FUND:					
LAIF - CITY		ON DEMAND	0.260%		5,552,758.51
LAIF - PUBLIC FINANCING AUTHORITY		ON DEMAND	0.260%		290,947.33
TOTAL LAIF				7.79%	5,843,705.84
TOTAL INVESTMENTS				100.00%	**$ 74,998,425.38**
BANK BALANCE: [1]					$ 3,619,521.74
AVERAGE MATURITY DAYS					23
AVERAGE INTEREST RATE FOR THE MONTH					0.570%

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.

(1) *Bank balance is maintained to cover outstanding warrants and payroll checks as well as compensated balances.*
(2) *Interest paid monthly*

City of Monterey Park
Investment By Funds Per Cash Basis

FUND	DESCRIPTION	2/28/2014
0010	GENERAL FUND	$ 18,223,099.05
0012	RETIREMENT FUND	0.00
0022	STATE GAS TAX FUND	1,632,954.37
0023	BIKE ROUTE FUND	0.00
0026	STATE TRANSP (AB2928) FUND	0.00
0028	PROP 1B-STREET IMPRVMT FUND	30,901.42
0042	SEWER FUND	892,396.97
0043	REFUSE FUND	1,557,229.03
0060	CITY SHOP FUND	1,851,018.35
0061	SEPARATION BENEFITS FUND	3,216,593.92
0062	GENERAL LIABILITY FUND	1,491,973.70
0063	TECHNOLOGY INTERNAL SERV FUND	1,079,704.78
0064	OPEB INTERNAL SERV FUND	1,500,000.00
0065	PAYROLL CLEARING ACCOUNT	1,625,800.91
0070	PARK FACILITIES FUND	28,065.26
0071	PUBLIC SAFETY IMPACT FEE FUND	59,786.50
0075	SPECIAL DEPOSITS FUND	2,039,536.69
0077	BUSINESS IMPROVEMENT AREA #1	250,324.48
0080	WORKERS COMP FUND	2,783,975.56
0085	PENSION LIABILITY FUND	7,842,427.00
0092	WATER FUND	13,441,370.80
0093	WATER TREATMENT FUND	10,318,438.75
0109	OPA PROPOSITION A	1,886,349.60
0110	MEASURE R FUND	1,117,724.27
0115	CFF CALIF FOUNDATION FUNDS	20,780.46
0131	LIBRARY TAX FUND	209,677.61
0132	STC STANDARDS/TRAINING/CORREC	2,240.13
0136	POST	0.00
0142	EL CIVIC EDUCATION GRANT	0.00
0150	RENTAL REHABILIATION INCOME	0.00
0152	HOME HOUSING PROGRAM	0.00
0154	FEMA DISASTER FUND	0.00
0159	RECREATION FUND	0.00
0160	ASSET FORFEITURE	659,958.62
0161	CONSTRUCTION AGENCY FUND	38,443.83
0163	CAL LIBRARY LITERACY SVC GRANT	22,622.52
0165	AIR QUALITY IMPROVEMENT FUND	185,075.87
0166	PROPOSITION C	834,997.65
0169	CDBG FUND	0.00
0176	MAINTENANCE DISTRICT 93-1	196,588.49
0178	PROP A - PER PARCEL GRANT	0.00

City of Monterey Park
Investment By Funds Per Cash Basis

FUND	DESCRIPTION	2/28/2014
0182	PUBLIC SAFETY AUGMENTATION FND	0.00
0184	USED OIL RECYCLING BLOCK GRANT	11,545.47
0192	STATE LAW ENFORCE SVC (COPS)	130,163.69
0194	MED LIFE TRAFFIC SIGNALS FUND	64,575.27
0201	LOS ANGELES COUNTY GRANT	8,544.87
0203	CERCLA LIABILITY FUND	809,693.26
0211	ECO DEVELOP. INITIATIVE (EDI)	580,948.03
0214	BEVERAGE CONTAINER RECYCLING	58,114.36
0217	JUSTICE ASSISTANCE GRANT (JAG)	0.00
0229	BULLETPROOF VEST POLICE GRANT	4,734.38
0233	AIR QUALITY INVEST PROG GRANT	57,274.10
0255	2011 HOMELAND SECURITY GRANT	0.00
0258	URBAN AREA INITIATIVE 2010	0.00
0342	SAFETEA-LU GRANT	0.00
0343	RECREATION GRANT (075)	29,513.41
0344	MAINTENANCE GRANT (075)	121,216.09
0346	ELAC CONTRIBUTIONS	2,888.24
0349	ELAC INSTRUCTIONAL SERV PROG	53,186.82
0351	CHARTER COMM TRUST GRANT	10,372.47
0352	GENERAL PLAN REVIEW TRUST	60,593.73
0354	MTA CALL FOR PROJECT GRANT	0.00
0356	LACMTA FUNDS	2,305.32
0415	PASSPORT TRUST GRANT	15,122.98
0420	EEC BLOCK GRANT	0.00
0421	ASPHALT/CONCRETE INCENTIVE	201,149.64
0422	LIBRARY AUTOMATION TRUST GRANT	3,078.38
0423	TARGET GRANT (2010)	445.30
0424	LOCAL HISTORY DIGITAL RESOURCE	0.00
0427	TRANSFORMING LIVES AFTER 50	0.00
0428	CA COUNCIL FOR THE HUMANITIES	0.00
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	8,406.42
0445	LITERACY TRUST GRANT	5,968.25
0460	URBAN AREA INITIATIVE 2012	0.00
0880	CITY/HOUSING	691,273.83
	OUTSTANDING CHECKS	(2,975,245.52)
	TOTAL INVESTMENTS	$ 74,998,425.38

City Council Staff Report

DATE: March 19, 2014

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-C.**

TO: Paul Talbot, City Manager

FROM: Ron Bow, Director of Public Works/Assistant City Manager

SUBJECT: Resolution to Expend Prop 1B Funds on Construction of Bus Pads on Atlantic Boulevard

RECOMMENDATION: Approval of Resolution to Expend Prop 1B Funds on Construction of Bus Pads on Atlantic Boulevard

Recommendations: It is recommended that the City Council:

(1) Adopt Resolution No. _____ authorizing the expenditure of Prop 1B funds on Construction of Bus Pads

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

EXECUTIVE SUMMARY:

Prop 1B funds in the amount of $30,900 are available for the improvement of City streets. Staff proposes that the funds be used to construct concrete bus pads on Atlantic Boulevard to prolong the life of the roadway pavement. Staff is requesting that City Council authorize the expenditure of the 1B funds for the proposed project through the adoption of the attached Resolution.

BACKGROUND:

The State's FY 2013 audit identified approximately $30,900 in leftover Prop 1B funds that are the result of interest earnings from the City's 2008 and 2010 Prop 1B allocations. Prop 1B was passed by California voters in 2006 to fund improvements to transportation facilities that assist in reducing local traffic congestion, deter further deterioration, improve traffic flows, or increase traffic safety.

To receive Prop 1B funds, City Council must approve a plan for use of the funds. The City had previously approved and submitted to the State a list of projects to be funded with the 2008 and 2010 allocations.

The proposed Resolution authorizes the use of the leftover 1B funds for the construction of concrete bus pads on Atlantic Boulevard where the Los Angeles County Metropolitan Transportation Authority's (Metro) buses operate. The large, heavy-duty buses operate on Atlantic Boulevard at high frequencies and cause substantial damage to the roadway.

ALTERNATIVE COUNCIL CONSIDERATIONS:
City Council can direct staff to consider other projects for the leftover funds. However, time is of essence as the funds must be expended no later than the end of April 2014.

FISCAL IMPACT:
There will be no impact to the City's General Funds. The full cost of the concrete bus pad improvement will be paid for by Prop 1B funds.

Respectfully submitted,

Ron Bow
Director of Public Works/
Assistant City Manager

Prepared by:

Amy Ho
Principal Management Analyst

Approved By:

Paul L. Talbot
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments: Resolution

RESOLUTION NO. __

A RESOLUTION AUTHORIZING THE EXPENDITURE OF LEFTOVER PROP 1B FUNDS FOR THE CONSTRUCTION OF CONCRETE BUS PADS ON ATLANTIC BOULEVRD

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

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

A. Proposition 1B (Prop 1B) provided $19.925 billion in bond funds for a variety of transportation priorities, including $2 billion for cities and counties to fund the maintenance and improvement of local transportation facilities;

B. The City has identified approximately $30,900 in leftover Prop 1B funds that were interest earnings from the City's 2008 and 2010 allocations;

C. The City plans to use the leftover Prop 1B funds for the construction of concrete bus pads on Atlantic Boulevard to prolong the life of the roadway.

SECTION 2: The City Manager, or designee, is authorized to implement the intent of this Resolution by expending any monies remaining from Prop 1B for construction of concrete bus pads on Atlantic Boulevard.

SECTION 3: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 4: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 19th day of March, 2014.

____
Anthony Wong, Mayor

ATTEST:

____
Vincent D. Chang, City Clerk

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

By: ______________________________
Karl H. Berger, Deputy City Attorney

City Council Staff Report

DATE: March 19, 2014

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-D.**

TO: Paul L. Talbot, City Manager

FROM: Jim Smith, Chief of Police

SUBJECT: Purchase of Replacement Battery Back-Up System for Police Department Uninterruptible Power Source (UPS) Server

RECOMMENDATION:

Recommendations: It is recommended that the City Council:

(1) Appropriate $21,960 from the Police Department Asset Forfeiture Account for the purchase of the backup battery system and authorize the City Manager to execute a one year service agreement from GovConnection, Inc., in a form approved by the City Attorney; and

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

EXECUTIVE SUMMARY:

The Police Department has an uninterruptible power source (UPS) server for various Police Department equipment. The current UPS batteries are operating at a "critical" level and it is unknown how much longer they will last. The Police Department is seeking authorization from the City Council to appropriate $21,958.07 from the Police Department Asset Forfeiture Account.

BACKGROUND:

The Police Department UPS Server is the back up for the Department's Computer Aided Dispatch/Records Management System (CAD/RMS), 911 phone system, City Hall/Police Department camera system, Jail camera system, and in-car camera system. The battery system used to power that system has reached a critical level and need to be replaced. Failure of the system combined with any type of power interruption to the City Hall facility could result in a permanent loss of critical information and services. The current system was purchased in 2011 and was expected to last three years. The Department was planning on submitting for appropriation through the fiscal year 14-15 budget process, but due to the system reaching a critical level the battery system needs to be replaced sooner. The purchase of the equipment includes a one year service contract.

Computer Services personnel obtained three quotes for battery system replacement along with a one year service contract. The three quotes were as follows:

GovConnection, Inc.:	$21,958.07
ProVantage:	$24,470.74
Cost Central	$25,689.37

Staff recommends that the City Council appropriate $21,960 from the Police Department Asset Forfeiture Account for the purchase of the battery system and service contract from GovConnection, Inc.

ALTERNATIVE COUNCIL CONSIDERATIONS:

None.

FISCAL IMPACT:

The total cost is $21,958.07. The Police Department's Asset Forfeiture Account can adequately fund this amount.

Respectfully submitted,

Jim Smith
Chief of Police

Prepared by:

Jim Smith
Chief of Police

Approved By:

Paul L. Talbot
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

City Council Staff Report

DATE: March 19, 2014

AGENDA ITEM NO: **Consent Calendar Agenda Item 3-E.**

TO: Honorable Mayor and Members of the City Council

FROM: Michael Huntley, Director of Community and Economic Development

SUBJECT: Second Reading and Adoption: – An Ordinance approving a Development Agreement (DA-13-01) to Construct a New Six-Unit Affordable Housing Development Project – 236 South Ramona.

SUMMARY

The first reading and public hearing occurred on February 19, 2014. The ordinance is now ready for second reading and adoption by the City Council.

A copy of the staff report from the February 19, 2014 meeting is attached for reference.

RECOMMENDATION

It is recommended that the City Council: (1) waive second reading and adopt the proposed ordinance; and (2) take such additional, related, action that may be desirable.

By: Michael Huntley, Director of Community and Economic Development

Approved: Paul L. Talbot, City Manager

Reviewed: Karl H. Berger, Assistant City Attorney

Attachments:

1. City Council staff report from February 19, 2014
2. Proposed Ordinance
3. Development Agreement

City Council Staff Report

DATE: February 19, 2014

AGENDA ITEM NO: **Public Hearing Agenda Item 4-A.**

TO: The Honorable Mayor and City Council

FROM: Michael A. Huntley, Community and Economic Development Director

SUBJECT: Public Hearing: General Plan Amendment (GPA13-01) and Development Agreement (DA-13-01) to Construct a New Six-Unit Affordable Housing Development Project – 236 South Ramona; Declare the City owned properties at 236 S. Ramona Avenue; 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue as surplus property

RECOMMENDATION:

It is recommended that the City Council consider:

(1) Opening the public hearing;
(2) Receiving documentary and testimonial evidence;
(3) Closing the public hearing;
(4) Taking the following action:
  a. Adopt a Resolution approving a General Plan Amendment changing the designation from Low Density Residential to High Density Residential;
  b. Waive first reading and introduce an Ordinance approving a Development Agreement between the City and LINC Community Development Corporation; and
  c. Adopt a Resolution declaring the City owned properties at 236 S. Ramona Avenue; 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue as surplus property.
(5) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Applicant, LINC Community Development Corporation (LINC) is requesting approval of a General Plan Amendment and Development Agreement for the construction of a new 6-unit affordable housing development at 236 South Ramona Avenue. As part of the development component of the project, LINC is requesting a Density Bonus allowing two additional affordable housing units and development incentives related to building height and setbacks. The incentives are necessary to ensure viability and affordability of the project.

The City has been working with LINC since the middle of 2012 to identify viable affordable housing sites. After a lengthy evaluation, the City is proposing to dispose (i.e., sell) City owned property located at 236 South Ramona Avenue. It is LINC's intention to purchase the property to develop six affordable residential units as has been contemplated by the City Council. The City is also proposing dispose (i.e., sell) of City owned property located at 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue. LINC intends to purchase these residentially developed properties; refurbish the existing residential units as necessary; and manage and rent these existing residential units as affordable housing. To make the overall project financial viable, it is necessary for LINC to acquire all of the sites identified above, obtain financing from the City in the form of HOME funds for the development of the 6 affordable units on 236 S. Ramona Avenue, and obtaining funding through the California Tax Credit Allocation Committee (CTCAC) program.

Before the City may dispose of City owned property, Government Code § 64502, mandates that the Planning Commission must make a finding that the property conforms with the City's General Plan. In January 2014, the Planning Commission found that the disposition of the Property is in compliance with the City's General Plan. It is now the City Council's responsibility to declare the Property surplus and determine the method of its conveyance.

If the City Council takes action to approve the entitlements and the declaration of surplus property, LINC will submit its application to the California Tax Credit Allocation Committee (CTCAC) for the first competitive round of review not later than March 5, 2014. If its application is approved, the Tax Credits would be awarded in June 2014. Subsequent to approval of the Tax Credits, LINC anticipates commencing construction by December 2014 and finalizing construction by December 2015.

BACKGROUND:

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 Community Housing Development Organizations (CHDO's) are the owners, developers and/or sponsors of the affordable housing project.

On June 6, 2012, the City Council certified LINC Housing as a qualified Community Housing Development Organizations (CHDO) and authorized City Manager to enter into a Reservation Agreement with LINC Housing in the amount of the $544,245.00 (this figure was later increased to $834,833 because of additional HOME Funds that needed to be expanded or the funds would roll back to HUD).

On July 22, 2013, the City Council approved 236 South Ramona Avenue as the Project Site to utilize the HOME Funds and authorized the City Manager to enter into an Agreement with LINC Community Development Corporation. This Agreement committed $834,833 in HOME Funds to LINC for developing 6 new affordable housing units.

It is also LINC intent to purchase the City owned property located at 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue. LINC intends to purchase these residentially developed properties; refurbish the existing residential units as necessary; and manage and rent these existing residential units as affordable housing.

On October 2, 2013, the City Council approved the Pre-Development Loan to LINC to evaluate project feasibility of the 236 South Ramona Avenue Site. The City Manger was authorized to execute the Pre-Development Loan in the amount of $83,483.

On December 10, 2013, LINC provided the City with a copy of an Appraisal Report and Voluntary Transaction Letter for the Site.

On December 10, 2013, the Planning Commission adopted Resolution No. 12-13 recommending approval of General Plan Amendment (GPA-13-01) and Development Agreement (DA-13-01) to the City Council.

On December 17, 2013, the Design Review Board reviewed and approved the proposed project.

On January 23, 2014, the Planning Commission adopted Resolution No. 02-14 indicating that the proposed disposition of real property is in conformance with the Monterey Plan General Plan. The City owned properties identified in the Resolution include 236 S. Ramona Avenue; 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue.

PROPOSAL:

The property at 236 South Ramona Avenue is located at the northeast corner of West Newmark Avenue and South Ramona Avenue. The property is zoned R-3 (High Density Residential) and the General Plan designation is Low Density Residential. The lot is 13,406 square feet (0.31 acre) in size. The lot width is 102 feet and the depth is 131.44 feet. The property is currently a paved City-owned parking lot with 32 parking spaces. The property is accessible from West Newmark Avenue, a 40-foot wide curb-to-curb, two-lane undivided roadway with a total 60-foot wide right-of-way. To the north of the property is a R-2, P-D (Medium Density, Planned Development) zoned lot, south are West Newmark Avenue and an R-3 (High Density Residential) zoned lot, west is South Ramona Avenue and an R-3 (High Density Residential) zoned lot, and east is an R-3 zoned lot.

Per R-3 zoning standards, a maximum building density of 1 unit per 3,000 square feet of lot area would apply to this property; this would allow up to 4 units. However, the proposed project is an affordable housing development which, according to MPMC Chapter 21.18 Affordable Housing Incentives – Density Bonus, would allow an increase in density for an affordable housing development. Pursuant to MPMC Chapter 21.18, a 20 percent density bonus is granted to projects with restricted low income housing. The applicant has requested to increase the density by two units. The project is comprised of 6 dwelling units that will all be restricted for low income housing.

The project will be 2-stories, 33 feet in height with at-grade and one-level of subterranean parking. On the first floor, the project includes a 2 feet front yard setback, a 5 feet rear yard setback, a 0 street side yard setback, and a 5 feet interior side yard setback. On the second floor, the project includes at 2 feet front yards setback, 25 feet rear yard setback, 0 feet street side yard setback, and 20 feet interior side yard setback.

The project includes two one-bedroom units, two two-bedroom units, and two three-bedroom units. The proposed units will range in size from 683 square feet to 1,272 square feet. The project also includes a 2,437 square feet community room.

Parking

The required number of parking spaces for a 6-unit residential development is 12 spaces. The project will provide 13 spaces for the future residences in the subterranean parking garage and 19 spaces for public use at the street level parking garage. The City had initially requested that 9 additional City designated parking spaces be provided in the subterranean parking garage, but due to the increase of project costs, these spaces were deleted to close the gap in the financing of the project.

Open Space

The minimum required open space for an R-3 zoned property is 400 square feet of common open and 250 square feet of private open space per unit. The project will provide 85 square feet of balcony space and 1,293 square feet of common open space. The private and usable open space total provided meets the minimum requirements.

Development Concessions

The Applicant is requesting development concessions, including increasing the building height from 30 feet to 33 feet to accommodate solar panels and setback deviations. In general, the density bonus and concessions request is necessary to make the project financially feasible. One of the difficulties with providing affordable housing with below market rents for individuals at 30-60% Area Median Income (AMI) is being able to cover the debt service. Because the rents are below market the project would not generate enough income to cover debt. Without a density bonus allowing more units, the project would be infeasible. The concessions request is necessary to accommodate the extra units as well as meeting the City's requirement for parking

Affordability Covenant

Pursuant to MPMC § 21.18.060, affordable units must generally be reserved for occupancy by very low or low income households for at least 30 years after the City issues certificate of occupancy. Such reservations must be accomplished by a recorded deed restriction or other long-term legal instrument.

General Plan Amendment

The Applicant is requesting a General Plan Amendment to change the land use designation of the property from Low Density Residential to High Density Residential. The land use change will allow the General Plan to be consistent with the zoning, which is R-3 (High Density Residential). The General Plan Amendment will allow for the development of the proposed six affordable housing units.

According to MPMC Chapter 21.42, general plan changes which do not exceed one acre of land may be approved by the City Council and do not require voter approval.

DEVELOPMENT AGREEMENT:

According to MPMC § 21.18.050, persons conditionally granted an affordable housing density bonus, development concession, or reduction in parking standards must enter into an agreement with the City in a form approved by the City Attorney. A draft Development Agreement (DA) is attached as Exhibit "A," to the proposed ordinance. As may be seen, the development agreement generally secures the requirements set forth in the MPMC as to affordability and density bonus requirements.

Since City Council committed $834,833 of Federal HOME funds for the construction of six (6) housing units on property addressed at 236 S. Ramona Avenue on July 22, 2013, staff has been working with LINC to move a project forward. After six month of evaluating the proposed project and discussing the terms of the DA, staff is presenting the DA for considering by the City Council. The following are the general abbreviated terms of the agreement.

1. City to sell the property located at 236 South Ramona Ave. to LINC Housing at appraised value of $540,000.

    - At the close of escrow, LINC Housing would pay the City of Monterey Park 75% of the appraised value in the amount of $405,000. Note: This action was established as part of the Agreement for HOME/CHDO funds in July 2013. The funds from the sale of this property would be one time general fund revenue.
    - Remaining 25% of the appraised value ($135,000) would be carried by a Seller Note on the property and would be reimbursed as residual receipts/funding become available in the future. A Loan Agreement would be executed between the City and LINC for the remaining balance.
    - City will provide $834,833 HOME loan to LINC to construct the six affordable housing units on 236 S. Ramona Avenue. Note: The City Council approved the HOME Loan Agreement in July 2013.

- As a component of LINC developing six affordable housing units, LINC will provide 19 public spaces at the street parking level.
- The City will have a ability to use the multi-purpose room as available.

2. City to sell the property located at 321, 325, 341 and 371 E. Pomona Boulevard and 534 Chandler Avenue with 25 affordable housing units to LINC Housing at appraised value of $2,080,000.

   - LINC Housing is requesting the City to carry a Loan at the appraised value of $2,080,000.
   - Loan term will be 30 years, interest at the applicable federal rate.
   - Annual payments will be in the form of 50% of the residual receipts generated by the 25 units. Note: LINC Housing does not anticipate on being able to start paying the City back through the residual receipts until some 15 years into the future. As the revenue comes in is restricted and will need to be divided up between HOME program income and the City's affordable housing funds.
   - At the end of the loan term, any outstanding loan balance will due and payable to the City as restricted HOME and City affordable housing funds.
   - LINC will purchase the five properties addressed at 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue and complete the rehabilitation existing affordable units and manage and lease the units.

The terms of this agreement are a result of negotiation between the City and LINC in general and a result of the financial analysis of the project in particular. It is common place for subsidies to be an integral component of an affordable housing project. Note that these funds are federal dollars; the City cannot spend this money on other projects, general government, or any other matter other than as specifically allowed by federal law. Consequently, the City Council could not reallocate monies currently dedicated for the LINC for other purposes.

DECALARATION OF SURPLUS PROPERTY:

The City is proposing the disposition (i.e., sale) of City owned property located at 236 South Ramona Avenue. It is LINC's intention to purchase the property to develop six affordable residential units. The City is also proposing the disposition (i.e., sale) of City owned property located at 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue. LINC intends to purchase these residentially developed properties; refurbish the existing residential units as necessary; and manage and rent these existing residential units as affordable housing.

Pursuant to Government Code § 64502, the City cannot convey real property until the Planning Commission determines whether the property conforms with the City's

General Plan. In January 2014, the Planning Commission found that the disposition of the Property is in compliance with the City's General Plan. It is then the City Council's responsibility to declare the Property surplus and determine the method of its conveyance.

In addition to the step above, the Government Code also requires that the City must provide written notice to interested parties to allow development opportunities for affordable housing, park & recreational uses, school facilities, enterprise zone purposes, or a transit village development pursuant to Government Code § 54222. This action will occur once the City Council declares the Property as surplus. Staff is therefore requesting that the City Council adopt a resolution declaring property located at 236 South Ramona Avenue; 321, 325, 341, and 371 East Pomona Boulevard; and 534 North Chandler Avenue to be surplus property so that the City may move onto the noticing step of the Declaration of Surplus Property.

OTHER ITEMS:

Legal Notification

The legal notice of this hearing was published in the Monterey Park Progress on **December 30, 2013** and posted at City Hall, Monterey Park Bruggemeyer Library, and Langley Center on **December 30, 2013**, with affidavits on file. The legal notice of this hearing was mailed to **63** property owners within a 300 feet radius and current tenants of the property concerned on **December 30, 2013**.

Environmental Assessment

Entitlement Applications:

The City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§ 15000, *et seq*., the "CEQA Guidelines"), and the City's Environmental Guidelines. This project is categorically exempt from additional environmental review pursuant to CEQA Guidelines §§ 15191, *et seq*. The project consists of the construction of six affordable housing units. The project includes a General Plan Amendment so that the land use can be consistent with the zone. The subject property is zoned R-3 (High Density Residential) and the land use designation is Low Density Residential. The General Plan Amendment will change the land use from Low Density Residential to High Density Residential. According to the Land Use Element, the High Density Residential land use category provides for a broad range of dwelling unit types which may be attached or detached. The residential units consist typically of apartments, condominiums, and townhomes built at a maximum density of 25 units per acre. The proposed development occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses. The subject property is 13,406 sq. ft. (0.31 acre) in area. The project site has no value as habitat for endangered, rare or threatened species. The project site was previously developed and is currently used as a paved parking lot for the civic center. Currently, there are no plants on the property. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The zone allows for residential developments. The project is not anticipated to generate a substantial amount of traffic, noise, air quality or water quality impacts. The site can be adequately served by all require utilities and public services.

Declaration of Surplus Property:

The proposed project is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines") because it consists of disposing Surplus Property in accordance with applicable law. Disposal of the Surplus Property (by itself) does not have the potential to cause significant effects on the environment. Consequently, it is categorically exempt in accordance with CEQA Guidelines § 15061(b)(3) as CEQA only applies to projects that have the potential to cause a significant effect on the environment. In addition, disposal of the Surplus Property is categorically exempt in accordance with CEQA Guidelines § 15312. Specifically, the City anticipates conveying the Surplus Property; the Surplus Property itself does not have significant value for wildlife habitat or other environmental purpose; and the use of the Surplus Property and adjacent property has not changed since the time the City acquired the Surplus Property. Accordingly, this project conforms with a Class 12 categorical exemption under CEQA.

ALTERNATIVE COUNCIL CONSIDERATIONS:

None.

FISCAL IMPACT:

As noted above, the monies used for this project are federally restricted funds. The City will not be using money from its general fund (or any other fund). Consequently, there is no real fiscal impact to the City or its residents.

Respectfully submitted,

Michael A. Huntley
Community and Economic Development Director

Prepared by:

M. Huntley for
Samantha Tewasart
Acting Senior Planner

Approved by:

Paul L. Talbot
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:

Exhibit A: Site, floor, and elevation plans
Exhibit B: City Council Ordinance
Exhibit C: Development Agreement with sample Loan Agreement etc.
Exhibit D: Planning Commission Resolution No. 12-13
Exhibit E: Declaration of Surplus Property Resolution

ORDINANCE NO.

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (DA-13-01) TO CONSTRUCT A NEW SIX-UNIT AFFORDABLE HOUSING DEVELOPMENT PROJECT AT 236 SOUTH RAMONA AVENUE.

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

SECTION 1: The City Council finds and declares that:

A. On September 26, 2013, LINC Community Development Corporation filed an application pursuant to Title 21 of the Monterey Park Municipal Code ("MPMC") requesting approval of a General Plan Amendment (GPA-13-01) and Development Agreement (DA-13-01) to construct a six-unit affordable housing development at 236 South Ramona Avenue (the "Project");

B. The proposed Project was reviewed by the Community and Economic Development Department for, in part, consistency with the General Plan and conformity with the MPMC;

C. In addition, the City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines");

D. The Community and Economic Development Department completed its review and scheduled a public hearing regarding the proposed Project, before the Planning Commission for December 4, 2013. Notice of the public hearing on the proposed Project was posted and mailed as required by the MPMC;

E. On December 4, 2013, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed Project, including, without limitation, information provided to the Planning Commission by City staff and public testimony, and applicant representatives. The Planning Commission adopted Resolution No. 12-13 which recommended that the City Council approve the General Plan Amendment and adopt the Development Agreement;

F. The City Council reviewed the draft Development Agreement and related environmental aspects of the proposal as required by the MPMC at the January 15, 2014 hearing; and

G. The City Council has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing of January 15, 2014.

SECTION 2: *Environmental Findings.* The City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines"), and the City's Environmental Guidelines. This project is categorically exempt from additional environmental review pursuant to CEQA Guidelines § 15191 *et seq.* The project consists of the construction of six affordable housing units. The project includes a General Plan Amendment so that the land use can be consistent with the zone. The subject property is zoned R-3 (High Density Residential) and the land use designation is Low Density Residential. The General Plan Amendment will change the land use from Low Density Residential to High Density Residential. According to the Land Use Element, the High Density Residential land use category provides for a broad range of dwelling unit types which may be attached or detached. The residential units consist typically of apartments, condominiums, and townhomes built at a maximum density of 25 units per acre. The proposed development occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses. The subject property is 13,406 sq. ft. (0.31 acre) in area. The project site has no value as habitat for endangered, rare or threatened species. The project site was previously developed and is currently used as a paved parking lot for the civic center. Currently, there are no plants on the property. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The zone allows for residential developments. The project is not anticipated to generate a substantial amount of traffic, noise, air quality or water quality impacts. The site can be adequately served by all require utilities and public services.

SECTION 3: *Approval.* The Development Agreement attached as Exhibit "A," and incorporated by reference, is approved. The Mayor is authorized to execute the Development Agreement in a form approved by the City Attorney.

SECTION 4: *Reliance on Record.* Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 5: *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and 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 6: *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 7: 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 8: 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 9: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED, AND ADOPTED this __ of March, 2014.

Anthony Wong, Mayor
City of Monterey Park, California

ATTEST:

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

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 ____ of March 2014, 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

DEVELOPMENT AGREEMENT

By and Between the

THE CITY OF MONTEREY PARK

and

**LINC COMMUNITY DEVELOPMENT CORPORATION
RELATIVE TO THE DEVELOPMENT KNOWN AS
MOSAIC GARDENS AT MONTEREY PARK**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of _______________, 2014, by and between the **CITY OF MONTEREY PARK**, a municipal corporation and general law city ("City"), and LINC Community Development Corporation, a California Nonprofit Benefit Corporation ("Developer"). The Parties agree as follows:

RECITALS

The following recitals are a substantive part of this Agreement:

A. In furtherance of the objectives of the City of Monterey Park, City desires to dispose of certain real property of approximately 1.04 acres of real property located at 236 S. Ramona Avenue, 321, 325, 341 and 371 E. Pomona Boulevard and 534 Chandler Avenue in the City of Monterey Park (collectively, the "Site"). The Site is currently owned by City.

B. City and Developer desire by this Agreement for City to convey the Site to Developer for purposes of (1) owning and operating existing affordable housing units; and (2) constructing six affordable housing units on the property located at 236 S. Ramona Avenue (the "Project").

C. The disposition of the Site to Developer, and Developer's acquisition of the Site and construction and completion of the Project pursuant to the terms of this Agreement, are in the vital and best interest of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements under which the development of the Project would occur.

D. The City has determined that Developer's proposed project will be beneficial to the City by maintaining and operating existing affordable housing units and providing for affordable housing needed to meet the Regional Housing Needs Assessment mandates as prescribed by the State.

100. DEFINITIONS.

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this Agreement:

"Affordable Unit" is defined in Section 403.1 hereof.

"Agreement" means this Development Agreement between the City and the Developer.

"Association CC&Rs" is defined in Section 402 hereof.

"Best Knowledge" is defined in Section 208.1 hereof.

"Certificate of Completion" means the document which evidences the Developer's satisfactory completion of the Improvements, as set forth in Section 310 hereof, in the form of Attachment No. 6 hereto which is incorporated herein.

"City" means the City of Monterey Park, a California municipal corporation.

"Closing" means the close of Escrow for the Conveyance of the Site from the City to the Developer, as set forth in Section 202 hereof.

"Closing Date" means the date of the Closing, as set forth in Section 202.4 hereof.

"Condition of Title" is defined in Section 203 hereof.

"Conveyance" means the conveyance of the Site by the City to the Developer on the Closing Date.

"County" means Los Angeles County.

"Date of Agreement" means the date set forth in the first paragraph hereof.

"Default" is defined in Section 501 hereof.

"Design Development Drawings" is defined in Section 302.1 hereof.

"Developer" means LINC Community Development Corporation, and its successors and assigns as permitted pursuant to this Agreement.

"Eligible Persons" means any individual, partnership, corporation or association which qualifies as a "displaced person" pursuant to the definition provided in Government Code § 7260(c) of the California Relocation Assistance Act of 1970, Government Code §§ 7260, *et seq.*, as amended, and any other applicable federal, state, or local regulations or laws.

"Environmental Consultant" means the environmental consultant which may be employed by the Developer pursuant to Section 208.2 hereof.

"Environmental Report" means the environmental investigation of the Site which may be conducted for the Environmental Consultant, as set forth in Section 208.2 hereof.

"Escrow" is defined in Section 202 hereof.

"Escrow Agent" is defined in Section 202 hereof.

"Exceptions" is defined in Section 203 hereof.

"FIRPTA" means the Foreign Investment in Real Property Transfer Act.

"Improvements" means the "project" as identified and analyzed in Resolution No.___, adopted on_____ ___________, which is incorporated by reference and includes construction of the six affordable housing units on 236 South Ramona Avenue.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Site is located, and of any other political subdivision, City or instrumentality exercising jurisdiction over the City, the Developer or the Site.

"Grant Deed" means the grant deed for the Conveyance of the Site from the City to the Developer, in substantially the form of Attachment No. 3 hereto which is incorporated herein.

"Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State, or the United States Government, including, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, *et seq.* (42 U.S.C. Section 6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601, *et seq.*

"Notice" means a notice in the form prescribed by Section 601 hereof.

"Purchase Price" is defined in Section 201 hereof.

"Report" means the preliminary title report, as described in Section 203 hereof.

"Schedule of Performance" means the Schedule of Performance attached hereto as Attachment No. 4 and incorporated herein, setting out the dates and/or time periods by which certain obligations set forth in this Agreement must be accomplished.

"Scope of Development" means the Scope of Development attached hereto as Attachment No. 5 and incorporated herein, which describes the scope, amount and quality of development of the Improvements to be constructed by the Developer pursuant to the terms and conditions of this Agreement.

"Site" means the approximately 1.04 acres of real property located at 236 S. Ramona Avenue, 321, 325, 341 and 371 E. Pomona Boulevard and 534 Chandler Avenue in the City of Monterey Park. The Site is legally described in the Site Legal Description and depicted on the Site Map.

"Site Legal Description" means the description of the Site which is attached hereto as Attachment No. 2 and incorporated herein.

"Site Map" means the map of the Site which is attached hereto as Attachment No. 1 and incorporated herein.

"State" means the State of California.

"Title Company" is defined in Section 203 hereof.

"Title Policy" is defined in Section 204 hereof.

"Transfer" is defined in Section 603.1 hereof.

200. CONVEYANCE OF THE SITE

201. Disposition of Site. Developer agrees to purchase the Site from City, and the City agrees to sell the Site to Developer, in accordance with this Agreement, as follows:

As to 236 S. Ramona Avenue, Developer will pay City an all-inclusive purchase price of Five Hundred Forty Thousand dollars ($540,000) (the "Ramona Purchase Price"). The payment of the Ramona Purchase Price represents the agreed upon reuse value of the Site, based on a reuse appraisal in accordance with applicable law, for the use and with the covenants, conditions precedent, conditions subsequent and development costs authorized by this Agreement. The Purchase Price is payable by the Developer as follows:

201.1 Deposit into the Escrow of cash or immediately available funds in the amount of the Ramona Purchase Price. These monies may be used by City for general governmental purposes; or

201.2 Deposit into the Escrow $405,000, representing 75% of the Ramona Purchase Price. These monies may be used by City for general governmental purposes; and

201.3 Pay City the remaining $135,000 of the Ramona Purchase Price in accordance with the terms and conditions of the Note set forth in attached Exhibit "A," and incorporated by reference. Unless otherwise provided by applicable law, City may only use these monies for General Fund revenue.

As to 321, 325, 341 and 371 E. Pomona Boulevard and 534 Chandler Avenue, Developer will pay City an all-inclusive purchase price of Two Million Eighty Thousand dollars ($2,080,000) ("the Chandler Purchase Price"). The Chandler Purchase Price is payable by Developer as follows:

Deposit into the Escrow of cash or immediately available funds in the amount of the Chandler Purchase Price. Unless otherwise provided by applicable law, these monies may be used by City for general governmental purposes; or

In installment payments in accordance with the Note set forth in attached Exhibit "B," and incorporated by reference. Unless otherwise provided by applicable law, City may only use these monies for HOME Program Income Funds and Housing Successor Agency housing funds.

202. Escrow. Not later than 30 days before the close of escrow, City and Developer will deliver a copy of this Agreement to an escrow holder selected by the parties and open an escrow for the transaction described above.

202.1 Costs of Escrow. City and Developer must pay their respective portions of the premium for the Title Policy as set forth in Section 204, City must pay for the documentary transfer taxes, if any, due with respect to the Conveyance of the Site, and Developer and City each agree to pay one-half of all other usual fees, charges, and costs which arise from Escrow.

202.2 Escrow Instructions. This Agreement constitutes the joint escrow instructions of Developer and City, and the Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts reasonably necessary to close this Escrow in the shortest possible time. Insurance policies for fire or casualty are not to be transferred, and City will cancel its own policies after the Closing. All funds received in the Escrow must be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State. All disbursements must be made by check from such account. However, if Escrow does not close within one business day from deposit of the Purchase Price, the funds must be deposited into an interest bearing account with such interest accruing to the benefit of the Developer.

If in the opinion of either party it is necessary or convenient in order to accomplish the Closing of this transaction, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement. The Closing must take place within thirty (30) days after the date when both the City's Conditions Precedent and the Developer's Conditions Precedent as set forth in Section 205 have been satisfied or waived in writing by the respective parties. Escrow Agent is instructed to release City's escrow closing statement to the City and Developer's escrow closing statement to the Developer.

202.3 Authority of Escrow Agent. Escrow Agent is authorized to, and must:

(a) Pay and charge the Developer and the City for their respective shares of the premium of the Title Policy and any endorsements thereto as set forth in Section 204 and any amount necessary to place title in the condition necessary to satisfy Section 203 of this Agreement.

(b) Pay and charge Developer and City for their respective shares of any escrow fees, charges, and costs payable under Section 202.1 of this Agreement.

(c) Disburse funds and deliver and record the Grant Deed when both the Developer's Conditions Precedent and the City's Conditions Precedent have been fulfilled or waived in writing by the respective party.

(d) Do such other actions as necessary, including, without limitation, obtaining the Title Policy, to fulfill its obligations under this Agreement.

(e) Within the discretion of Escrow Agent, direct the City and the Developer to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA (if applicable) and any similar state act and regulation promulgated thereunder. City agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by Escrow Agent, on the form to be supplied by Escrow Agent.

(f) Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

202.4 Closing. This transaction will close (the "Closing") within thirty (30) days of the parties' satisfaction of all of City's and Developer's Conditions Precedent to Closing as set forth in Section 205 hereof. "Closing" means the time and day the Grant Deed is filed for record with the County Recorder.

202.5 Termination. If Escrow is not in condition to close by the date set forth in the Schedule of Performance, then either party which has fully performed under this Agreement may, in writing, demand the return of money or property and terminate the Escrow. If either party makes a written demand for return of documents or properties, the Escrow cannot terminate until five (5) days after Escrow Agent must have delivered copies of such demand to all other parties at the respective addresses shown in this Agreement. If any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. Termination of the Escrow is without prejudice as to whatever legal rights either party may have against the other arising from this Agreement. If no demands are made, the Escrow Agent must proceed with the Closing as soon as possible.

202.6 Closing Procedure. Escrow Agent must close Escrow for the Site as follows:

(a) Deliver the Purchase Price to the City as appropriately adjusted;

(b) Record the Grant Deed(s) and Note(s) with instructions for the County Recorder to deliver the Grant Deed(s) and Note(s) to Developer;

(c) Instruct the Title Company to deliver the Title Policy to the Developer, and deliver a copy thereof to the City;

(d) File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements; and

(e) Deliver the FIRPTA Certificate, if any, to the Developer;

(f) Forward to both the Developer and the City a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

203. Review of Title. City will cause Fidelity National Title Insurance Company, or another title company mutually agreeable to both parties (the "Title Company"), to deliver to Developer a preliminary title report (the "Report") with respect to the title to the Site, together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Report, within thirty (30) days from the date of this Agreement. Developer has the right to reasonably approve or disapprove the Exceptions; provided, however, that Developer approves the following Exception: The lien of any non-delinquent property taxes and assessments (to be prorated at close of Escrow).

Developer has thirty (30) days from the date of its receipt of the Report to give written notice to City and Escrow Agent of Developer's approval or disapproval of any of such Exceptions set forth in the Report. Developer's failure to give written disapproval of the Report within such time limit is deemed approval of the Report. If Developer notifies City of its disapproval of any Exceptions in the Report, City has the right, but not the obligation, to remove any disapproved Exceptions within thirty (30) days after receiving written notice of Developer's disapproval or provide assurances satisfactory to Developer that such Exception(s) will be removed on or before the Closing. If City cannot or does not elect to remove any of the disapproved Exceptions within that period, Developer has fifteen (15) days after the expiration of such thirty (30) day period to either give the City written notice that Developer elects to proceed with the purchase of the Site subject to the disapproved Exceptions or to give the City written notice that the Developer elects to terminate this Agreement. The Exceptions to title approved by Developer as provided are referred to as the "Condition of Title." The Developer has the right to approve or disapprove any further Exceptions reported by the Title Company after the Developer has approved the Condition of Title for the Site (which are not created by Developer). The City cannot voluntarily create any new exceptions to title following the Date of this Agreement without the approval of the Developer, which approval cannot unreasonably be withheld.

204. Title Insurance. Concurrently with recordation of the Grant Deed conveying title to the Site, there must be issued to Developer an ALTA extended coverage owner's policy of title insurance (the "Title Policy"), together with such endorsements as are reasonably requested by the Developer, issued by the Title Company insuring that the title to the Site is vested in Developer in the condition required by Section 203 of this Agreement. The Title Company must provide the City with a copy of the Title Policy. The policy amount of the Title Policy must be for not less than the amount of the Purchase Price. The City agrees to remove on or before the Closing any deeds of trust or other monetary liens against the Site, if any. The City must pay that portion of the premium for the Title Policy equal to the cost of a CLTA standard coverage title policy in the amount of the Purchase Price. Any additional costs, including the incremental additional cost of the ALTA policy, a higher policy amount or any endorsements requested by the Developer, is borne by the Developer.

205. Conditions of Closing. The Closing is conditioned upon the satisfaction of the following terms and conditions within the times designated below:

205.1 City's Conditions of Closing. City's obligation to proceed with the Closing of the Conveyance is subject to the fulfillment or waiver in writing by City of each and all of the conditions precedent (a) through (g), inclusive, described below ("City's Conditions Precedent"), which are solely for the benefit of City, and which must be fulfilled or waived by the time periods provided for herein:

(a) No Default. Before the Close of Escrow, Developer cannot be in default in any of its obligations under the terms of this Agreement and all representations and warranties of Developer contained herein is true and correct in all material respects.

(b) Execution of Documents. The Developer must have executed the Grant Deed and any other documents required hereunder and delivered such documents into Escrow.

(c) Payment of Funds. Before the Close of Escrow, Developer must have paid the Purchase Price and all required costs of Closing into Escrow in accordance with Sections 201 and 202 hereof as appropriately adjusted.

(d) Land Use Approvals. Developer must have received all land use approvals and entitlements required pursuant to Section 302. In addition, City must have completed all procedures needed to surplus the Site in accordance with applicable law.

(e) Insurance. Developer must have provided proof of insurance as required by Section 306 hereof.

(f) Financing. City must have approved financing of the Improvements as provided in Section 311.1, and such financing must have closed and funded or be ready to close and fund upon the Closing.

(g) Plans and Permits. Developer must have obtained City approval of its rough grading plans for the entire Site, and rough grading permits must be ready to be issued (including payment of necessary fees, posting of required security, and similar items).

205.2 Developer's Conditions of Closing. Developer's obligation to proceed with the purchase of the Site is subject to the fulfillment or waiver by Developer of each and all of the conditions precedent (a) through (i), inclusive, described below ("Developer's Conditions Precedent"), which are solely for the benefit of Developer, and which must be fulfilled or waived by the time periods provided for herein:

(a) No Default. Before the Close of Escrow, City cannot be in default in any of its obligations under the terms of this Agreement and all representations and warranties of City contained herein are true and correct in all material respects.

(b) Execution of Documents. City must have executed the Grant Deed and any other documents required hereunder, and delivered such documents into Escrow.

(c) Review and Approval of Title. Developer must have reviewed and approved the condition of title of the Site, as provided in Section 203 hereof.

(d) Review and Approval of Environmental Condition of Site. Developer must have reviewed and approved the environmental condition of the Site, as provided in Section 208 hereof.

(e) [Intentionally Blank].

(f) Title Policy. The Title Company must, upon payment of Title

Company's regularly scheduled premium, have agreed to provide to Developer the Title Policy for the Site upon the Close of Escrow, in accordance with Section 204 hereof.

(g) **Land Use Approvals.** Developer must have received all land use approvals, entitlements and permits required pursuant to Section 303. Additionally, the Site must be declared surplus in accordance with applicable law.

(h) **Financing.** Developer must have obtained financing of the Improvements as provided in Section 311.1 hereof, and such financing must be ready to close and fund concurrently with the Closing.

(i) **Plans and Permits.** Developer must have obtained City approval of its rough grading plans for the entire Site, and rough grading permits must be ready to be issued (upon payment of necessary fees, posting of required security, and similar items).

206. Representations and Warranties.

206.1 City Representations. City represents and warrants to Developer as follows:

(a) **Authority.** City is a public body, corporate and politic has been authorized to transact business pursuant to action of the City. City has full right, power and lawful authority to grant, sell and convey the Site as provided herein, and the execution, performance and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of the City.

(b) **FIRPTA.** The City is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or that the City has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(c) **No Conflict.** To the best of City's knowledge, City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

(d) **Litigation.** There are no claims, causes of action or other litigation or proceedings pending or, to the Best Knowledge of the City, threatened with respect to the ownership, operation or environmental condition of the Site or any part thereof (including disputes with mortgagees, governmental authorities, utility companies, contractors, adjoining landowners or suppliers of goods and services).

(e) **Violation.** To the Best Knowledge of the City, there are no violations of any health, safety, pollution, zoning or other laws, ordinances, rules or regulations with respect to the Site, which have not been entirely corrected. In the event City has actual knowledge of any such violations, City must (i) immediately provide Developer with copies of all documents evidencing such violation, and (ii) cure such violation before Closing.

(f) **No Other Offers.** Unless otherwise mandated by applicable law, City has not made, and before the Closing Date will not make, any commitments to any governmental authorities, utility company, school board, church or other religious body, or any homeowner or homeowner's association, or to any other organization, group or individual, relating to the Site which would impose any obligation on the Developer, or its successors or assigns, after the Closing Date to make any contributions of money, dedications of land or grant of easements or rights of way, or to construct, install or maintain any improvements of a public or private nature on or off the Site, without the approval of the Developer.

Until the Closing, the City must, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 206.1 not to be true as of the Closing, immediately give written notice of such fact or condition to the Developer. Such exception(s) to a representation cannot be deemed a breach of this Agreement by the City hereunder, but constitutes an exception which the Developer has a right to approve or disapprove. If the Developer elects to close Escrow following disclosure of such information, City's representations and warranties are deemed to have been made as of the Closing, subject to such exception(s). If, following the disclosure of such information, the Developer elects to not close Escrow, then this Agreement and the Escrow will automatically terminate, and neither party will have any further rights, obligations or liabilities pursuant to this Agreement. The representations and warranties set forth in this Section 206.1 will survive the Closing.

206.2 Developer's Representations. The Developer represents and warrants to City as follows:

(a) Authority. Developer is a duly organized a California Nonprofit Benefit Corporation liability company authorized to do business within the State of California. The copies of the documents evidencing the organization of the Developer which have been delivered to the City are true and complete copies of the originals, as amended to the date of this Agreement. The Developer has full right, power and lawful authority to purchase and accept the Conveyance of the Site and undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Developer has been fully authorized by all requisite actions on the part of the Developer.

(b) No Conflict. To the best of Developer's knowledge, Developer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which the Developer is a party or by which it is bound.

(c) No Developer Bankruptcy. The Developer is not the subject of a bankruptcy proceeding.

Until the Closing, the Developer must, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 206.2 not to be true as of the Closing, immediately give written notice of such fact or condition to the City. Such exception(s) to a representation is not deemed a breach of this Agreement by the Developer, but constitutes an exception which City has a right to approve or disapprove. If the City elects to close Escrow following disclosure of such information, Developer's representations and warranties are deemed to have been made as of the Closing, subject to such exception(s). If, following the disclosure of such information, the City elects to not close Escrow, then this Agreement and the Escrow will automatically terminate, and neither party will have any further rights, obligations or liabilities pursuant hereunder. The representations and warranties set forth in this Section 206.2 will survive the Closing.

207. Studies and Reports. Before the Closing, representatives of Developer have the right of access to all portions of the Site for the purpose of obtaining data and making surveys and tests necessary to carry out this Agreement, including the investigation of the soils and environmental condition of the Site pursuant to Section 208 hereof. Any preliminary work undertaken on the Site by Developer before the Closing must be done at the sole expense of the Developer, and following the Developer's execution of a right of entry agreement to be provided by the City. Any preliminary work can be undertaken only after securing any necessary permits from the appropriate governmental agencies.

208. Condition of the Site.

208.1 Disclosure. City represents that to its Best Knowledge, other than the foregoing, it is not aware of and has not received any notice or communication from any government City having jurisdiction over the Site notifying City of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Site, or any portion thereof, except as may be set forth in the environmental reports which the City has submitted to the Developer before the Date of Agreement. "Best Knowledge" does not impose a duty of investigation, and is limited to the actual knowledge of City employees and agents who manage the Site or have participated in the preparation of this Agreement, and all documents and materials in the possession of the City.

208.2 Investigation of Site. Developer has the right, at its sole cost and expense, to engage its own environmental consultant (the "Environmental Consultant") to make such investigations as Developer deems necessary, including any "Phase 1" and/or "Phase 2" investigations of the Site, and the City must promptly be provided a copy of all reports and test results provided by the Environmental Consultant (the "Environmental Report"). Upon completion of such investigations, Developer must restore the Site to the same or better condition as before the investigation. In addition, and without limitation, Developer must ensure no liens are placed on the Site as a result of Developer's actions.

208.3 Approval of Environmental Condition of Site. Developer has the right to approve or disapprove the environmental condition of the Site by Notice to the City before the Conveyance. If Developer disapproves the environmental condition of the Site, this Agreement will terminate.

208.4 No Further Warranties As To Site. Except as otherwise provided herein, the physical condition and title to the Site is and will be delivered from City to Developer in an "as-is" condition, with no warranty expressed or implied by City, including without limitation, the presence of Hazardous Materials or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Site for the development purposes intended hereunder.

208.5 Developer Precautions After Closing. Upon and after the Closing, Developer must take all necessary and reasonable precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions must include compliance with all Governmental Requirements with respect to Hazardous Materials.

In addition, Developer must install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

208.6 Post-Conveyance Discovery of Hazardous Substances. In the event that Developer, after the Conveyance of the Site to the Developer, despite its good faith preconveyance investigations, determines that Hazardous Materials were present on the Property at the time of Close of Escrow, or that the Property is in violation of or in noncompliance with applicable environmental laws at the time of close of escrow, then Developer has the power to rescind and terminate this Agreement, reconvey the Site to the City, and receive any consideration paid for the Site to the City, subject to the following limitations, terms and provisions:

1. if the amount of monies reasonably necessary to remediate the Hazardous Materials or to cause the Site to be in compliance with the Environmental Laws is Twenty-Five Thousand Dollars ($25,000.00) or less. In such circumstance, Developer is responsible for the remediation of the Site, and has no right or power to rescind or terminate this Agreement or seek any remedy at law or equity against or to the prejudice of City with respect to the environmental condition of the Site.

2. if the amount of monies reasonably necessary to remediate the Hazardous Materials pursuant to applicable law and generally accepted procedure or to cause the Site to be in compliance with the Environmental Laws is more than Twenty-Five Thousand Dollars ($25,000.00) and the City agrees to pay the amount which is in excess of Twenty-Five Thousand Dollars ($25,000.00) (the "Excess Payment"), City is not required to contribute the Excess Payment unless and until Developer has first paid out the first Twenty-Five Thousand Dollars ($25,000.00) towards such undertaking. Developer is not required to expend any sum in furtherance of remediation until City first agrees in writing to pay the Excess Payment.

c. In the event of rescission pursuant to this Section 208.6, Developer must promptly reconvey title to the Site to City, and City must concurrently refund the Purchase Price to the Developer.

208.7 City Indemnity. The City agrees to indemnify, defend and hold the Developer and its officers, employees, agents and representatives, harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the release from the Site, use on the Site, generation on the Site, discharge from the Site, storage on the Site, disposal on or from the Site, or transportation to or from the Site of any Hazardous Materials during the period of the City's ownership of the Site; or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site during the period of the City's ownership of the Site; except to the extent caused or contributed to by the negligence or willful misconduct of the Developer or its officers, employees, agents or representatives. This indemnity includes, without limitation, any damage, liability, fine, penalty, cost or expense arising from or out of any claim, action, suit or proceeding, including injunctive, mandamus, equity or action at law, for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resources or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment.

208.8 Developer Indemnity. Upon and after the Closing, Developer agrees to indemnify, defend and hold City, and their officers, employees, agents and representatives, harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the release from the Site, use on the Site, generation on the Site, discharge from the Site, storage on the Site, disposal on or from the Site, or transportation to or from the Site of any Hazardous Materials during the period of Developer's ownership of the Site, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site during the period of Developer's ownership of the Site, except to the extent caused or contributed to by the negligence or willful misconduct of the City, or their officers, employees, agents or representatives. This indemnity includes, without limitation, any damage, liability, fine, penalty, cost or expense arising from or out of any claim, action, suit or proceeding, including injunctive, mandamus, equity or action at law, for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resources or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment.

300. DEVELOPMENT OF THE SITE

301. Scope of Development. The Developer must develop or cause the development of the Improvements in accordance with the Scope of Development, the Monterey Park Municipal Code, and the plans, drawings and documents submitted by the Developer and approved by the City as set forth herein.

302. Design Review.

302.1 Developer Submissions. Before commencement of construction of the Improvements or other works of improvement upon the Site, and as a City Condition Precedent to the Closing pursuant to Section 205.1, and at or before the times set forth herein, the Developer must submit to the City any plans and drawings (collectively, the "Design Development Drawings") which may be required by the City with respect to any permits and entitlements which are required to be obtained to develop the Improvements. Developer, on or before the date set forth in the Schedule of Performance, must further submit to the City such plans for the Improvements as required by the City in order for Developer to obtain building permits for the Improvements. Within thirty (30) days after the City's disapproval or conditional approval of such plans, Developer must revise the portions of such plans identified by the City as requiring revisions and resubmit the revised plans to the City.

302.2 City Review and Approval. The City has all rights to review and approve or disapprove all Design Development Drawings and other required submittals in accordance with the Monterey Park Municipal Code, and nothing set forth in this Agreement can be construed as the City's approval of any or all of the Design Development Drawings.

302.3 Revisions. Any and all change orders or revisions required by the City and its inspectors which are required under the Monterey Park Municipal Code and all other applicable uniform codes (e.g. Building, Plumbing, Fire, Electrical) as adopted by the Monterey Park Municipal Code and under other applicable laws and regulations must be included by the Developer in its Design Development Drawings and other required submittals and be completed during the construction of the Development.

302.4 Defects in Plans. The City is not be responsible either to the Developer or to third parties in any way for any defects in the Design Development Drawings, nor for any structural or other defects in any work done according to the approved Design Development Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 302.

303. [Intentionally Blank.]

304. Schedule of Performance. The Developer must submit all Design Development Drawings, commence and complete all construction of the Improvements, and both parties must satisfy all other obligations and conditions of this Agreement, within the times established therefor in the Schedule of Performance.

305. Cost of Construction. Except to the extent otherwise expressly set forth in this Agreement, all of the cost of planning, designing, developing and constructing all of the Improvements, site preparation and grading must be borne solely by the Developer.

306. Insurance Requirements. The Developer must take out and maintain or cause its contractor to take out and maintain until the issuance of the Certificate of Completion pursuant to Section 310 of this Agreement, a comprehensive general liability policy in the amount of not less than Two Million Dollars ($2,000,000) combined single limit policy, and a comprehensive automobile liability policy in the amount of One Million Dollars ($1,000,000) combined single limit, including contractual liability, as protecting the Developer, City from claims for such damages. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name the Developer, and City, their officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto). The Developer must also furnish or cause to be furnished to the City a duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." The certificate and endorsement by the insurance carrier must contain a statement of obligation on the part of the carrier to notify City and the City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Developer must be primary insurance and not be contributing with any insurance maintained by the City, and the policy must contain such an endorsement. The insurance policy or the endorsement must must a waiver of subrogation for the benefit of the City. The required certificate must be furnished by the Developer at the time set forth therefor in the Schedule of Performance.

307. Indemnity. The Developer must defend, indemnify, assume all responsibility for, and hold the City, and their representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature for any damages to property or injuries to persons, including accidental death (including attorneys' fees and costs), caused by any acts or omissions of the Developer under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage accrues or is discovered before or after termination of this Agreement. The Developer is not liable for property damage or bodily injury to the extent occasioned by the active negligence of the City or its agents or employees.

Whenever any officer, employee, agent or contractor of the City enters upon the Site for the purpose of exercising its rights or performing its obligations under this Agreement, then the City must defend, indemnify and hold the Developer harmless from all liability, loss and damages asserted as a result of or arising in any way out of acts or omissions of City or its officers, employees, agents or contractors upon the Site. The City is not liable for property damage or bodily injury to the extent occasioned by the negligence of the Developer or its agents or employees.

308. Rights of Access. Before a Certificate of Completion is issued (as specified in Section 310 of this Agreement), for purposes of assuring compliance with this Agreement, representatives of the City has the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement and upon reasonable notice, including without limitation, the inspection of the work being performed in constructing the Improvements so long as City representatives comply with all safety rules. The City (or its representatives) must, except in emergency situations, notify the Developer before exercising its rights pursuant to this Section 308.

309. Compliance With Laws.

309.1 General Compliance. The Developer must carry out the design and construction of the Improvements in conformity with all applicable laws, including all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Monterey Park Municipal Code subject to the separate redevelopment.

309.2 Taxes and Assessments. The Developer must pay before delinquency all ad valorem real estate taxes and assessments on the Site, subject to the Developer's right to contest in good faith any such taxes.

309.3 [Intentionally Blank.]

310. Certificate of Completion. At the request of the Developer, promptly after completion of all of the Improvements in conformity with this Agreement, the City must furnish the Developer with a "Certificate of Completion," substantially in the form of Attachment No. 6 hereto which is incorporated herein by reference. The City cannot unreasonably withhold such Certificate of Completion. The Certificate of Completion is a conclusive determination of satisfactory completion of the Improvements and the Certificate of Completion must so state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site covered by such Certificate of Completion cannot (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement except for those continuing covenants as described in Section 406 of this Agreement.

If the City refuses or fails to furnish the Certificate of Completion, after written request from the Developer, the City must, within fifteen (15) days of written request therefor, provide the Developer with a written statement of the reasons the City refused or failed to furnish the Certificate of Completion. The statement must also contain the City's opinion of the actions the Developer must take to obtain the Certificate of Completion. Even if the City must have failed to provide such written statement within such fifteen (15) day period, the Developer cannot be deemed entitled to the Certificate of Completion. The Certificate of Completion cannot constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Improvements, or any part thereof. The Certificate of Completion is not a notice of completion as referred to in Section 3093 of the California Civil Code.

311. Financing of the Improvements.

City will provide a $834,833 HOME loan to Developer to construct the Improvements on the property located at 236 S. Ramona Avenue. Such loan will be for a term of not less than 30 years and bear interest at 3% simple interest. Such funds may only be spent for construction, and related, costs. As part of the Improvements, Developer agrees to construct [19 public spaces at the street parking level for use by the City and the general public. Use of these parking spaces must be secured by a covenant recorded against the property in a form approved by the City Attorney. Also, Developer's construction of new improvements must include a multipurpose room that may be used by occupants of the Project, or their invitees, at reasonable times.

311.1 Approval of Financing. As required herein and as a City Condition Precedent to the Closing, Developer must submit to City evidence that Developer has obtained sufficient equity capital or has obtained conditional commitments for construction financing necessary to undertake the development of the Site and the construction of the Improvements in accordance with this Agreement. City must approve or disapprove such evidence of financing commitments within a reasonable time of a complete submission. Approval cannot be unreasonably withheld or conditioned. If City disapproves any such evidence of financing, City can do so by notice to Developer stating the reasons for such disapproval and Developer must promptly obtain and submit to City new evidence of financing. City must approve or disapprove such new evidence of financing in the same manner and within the same times established in this Section for the approval or disapproval of the evidence of financing as initially submitted to City. Developer must close the approved construction financing before or concurrently with the Closing.

Such evidence of financing must include the following: (a) a final project budget showing all projected Developer's Costs, (b) a copy of a loan commitment(s) obtained by Developer from one or more financial institutions for the mortgage loan or loans for financing to fund the construction of the Improvements, subject to such lenders' reasonable, customary and normal conditions and terms, and (c) evidence of Developer's equity funds committed to such construction, and other documentation satisfactory to the City as evidence of other sources of capital sufficient to demonstrate that Developer has adequate funds to construct and complete the Improvements.

311.2 No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development. Mortgages, deeds of trust and sales and leasebacks are permitted before City issues a Certificate of Completion only with the City's prior written approval, which cannot be unreasonably withheld or delayed, but only for the purpose of securing loans of funds to be used for financing the acquisition of the Site, construction of the Improvements (including architecture, engineering, legal, and related direct costs as well as indirect costs) on or in connection with the Site and any other purposes necessary and appropriate in connection with development under this Agreement. Developer can notify the City in advance of any mortgage, deed of trust or sale and lease-back financing, if Developer proposes to enter into the same before completion of the construction of the Improvements. The words "mortgage" and "trust deed" as used hereinafter include sale and lease-back. The Developer cannot enter into any such conveyance for financing without the prior written approval of the City, which approval cannot unreasonably be withheld.

311.3 Holder Not Obligated to Construct Improvements. The holder of any mortgage or deed of trust authorized by this Agreement cannot be obligated by the provisions of this Agreement to construct or complete the Improvements or any portion thereof, or to guarantee such construction or completion; nor can any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement is deemed to construe, permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

311.4 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by Developer as provided herein, whenever City may deliver any notice or demand to Developer with respect to any breach or default by the Developer in completion of construction of the Improvements, City must at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand. Each such holder must (insofar as the rights granted by the City are concerned) have the right, at its option, within thirty (30) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement is deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed Developer's obligations to City by written agreement reasonably satisfactory to City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the Improvements to which the lien or title of such holder relates. Any such holder properly completing such Improvement is entitled, upon compliance with the requirements of Section 310 of this Agreement, to a Certificate of Completion. It is understood that a holder is deemed to have satisfied the thirty (30) day time limit set forth above for commencing to cure or remedy a Developer default which requires title and/or possession of the Site (or portion thereof) if and to the extent any such holder has within such thirty (30) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

400. COVENANTS AND RESTRICTIONS

401. Use in Accordance with Monterey Park Municipal Code. Developer covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any part thereof, that upon the Closing and during construction of the Improvements, Developer must devote the Site to the uses specified in this Agreement for the periods of time specified therein. All uses conducted on the Site, including, without limitation, all activities undertaken by Developer pursuant to this Agreement, must conform to all applicable provisions of the Monterey Park Municipal Code.

406. Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided, without regard to whether City has been, remains or is an owner of any land or interest therein in the Site. Except as otherwise provided herein, the covenants contained in this Agreement remain in effect until City issues the Certificate of Completion, and terminate at such time. Such termination cannot affect the requirements of the Grant Deed, which must remain in effect according to its terms.

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default must give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant cannot institute any proceeding against any other party (and the other party cannot be in Default) if such party cures such failure within thirty (30) days from receipt of such notice; or, if the nature of such Default is such that more than thirty (30) days is reasonably required to cure such deficiency if such party immediately, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or works with due diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such actions are instituted in the Superior Court of the State of California, Los Angeles County.

503. Termination by the Developer Before the Conveyance. In the event that before the Conveyance Developer is not in Default under this Agreement and (a) City does not tender title to the Site pursuant to the Grant Deed in the manner and condition and by the date provided in this Agreement, or (b) one or more of Developer's Conditions Precedent to the Closing is not fulfilled or waived in writing by Developer on or before the time set forth in the Schedule of Performance, or (c) any Default of City before the Closing is not cured within the time set forth in Section 501 hereof, after written demand by Developer, or (d) Developer timely disapproves the environmental or soils condition of the Site pursuant to Section 208 hereof, then this Agreement may, at Developer's option, be terminated by written notice thereof to the City. From the date of the written notice of termination of this Agreement by Developer to City and thereafter this Agreement is deemed terminated and there are no further rights or obligations between the parties with respect to the Site by virtue of or with respect to this Agreement, except for that of defense and indemnification as provided above.

504. Termination by the City Before the Conveyance. In the event that before the Conveyance City is not in Default under this Agreement and (a) one or more of City's Conditions

Precedent to the Closing is not fulfilled or waived in writing by City on or before the time set forth in the Schedule of Performance; or (b) Developer is otherwise in Default of this Agreement and fails to cure such default within the time set forth in Section 501 hereof; then this Agreement and any rights of Developer or any assignee or transferee with respect to or arising out of the Agreement or the Site, may, at City's option, be terminated by City by written Notice thereof to Developer. From the date of the written Notice of termination of this Agreement by City to Developer and thereafter this Agreement is deemed terminated and there are no further rights or obligations between the parties.

505. Reentry and Revesting of Title in City After the Closing and Before Completion of Construction. City has the right, at its election, to reenter and take possession of the Site, with all improvements thereon, and terminate and revest in City the estate conveyed to Developer if after the Closing and before the issuance of the Certificate of Completion, Developer (or its successors in interest):

(a) fail to start the construction of the Improvements as required by this Agreement for a period of ninety (90) days after written notice thereof from City; or

(b) abandon or substantially suspend construction of the Improvements required by this Agreement for a period of ninety (90) days after written notice thereof from City; or

(c) contrary to the provisions of Section 603 Transfer or suffer any involuntary Transfer in violation of this Agreement, and such Transfer has not been approved by City or rescinded within thirty (30) days of notice thereof from City to Developer.

Such right to reenter, terminate and revest is subject to and be limited by and cannot defeat, render invalid or limit.

The Grant Deed must contain appropriate reference and provision to give effect to City's right as set forth in this Section 505, under specified circumstances before recordation of the Certificate of Completion, to reenter and take possession of the Site, with all improvements thereon, and to terminate and revest in City the estate conveyed to Developer. Upon the revesting in City of title to the Site as provided in this Section 505, City must use reasonable efforts to resell the Site as soon and in such manner as City finds feasible and consistent with the objectives of such law, as it exists or may be amended, to a qualified and responsible party or parties (as determined by City) who will assume the obligation of making or completing the Improvements, or such improvements in their stead as is satisfactory to City and in accordance with the uses specified for such Site. Upon such resale of the Site, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Site which is permitted by this Agreement, is applied:

i. First, to reimburse City, on its own behalf, all costs and expenses incurred by City (including, without limitation, legal fees), excluding City staff costs, but specifically including, without limitation, any expenditures by the City in connection with the recapture, management and resale of the Site or part thereof (but less any income derived by the City from the Site or part thereof in connection with such management); all taxes, assessments and water or sewer charges with respect to the Site or part thereof which Developer has not paid (or, in the event that Site is exempt from taxation or assessment of such charges during the period of ownership thereof by City, an amount, if paid, equal to such taxes, assessments, or charges as would have been payable if the Site were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Site or part thereof at the time or revesting of title thereto in City, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Site, or part thereof; and any amounts otherwise owing City, and in the event additional proceeds are thereafter available; then

ii. Second, to reimburse Developer, its successor or transferee, up to the amount equal to the sum of (a) the costs incurred for the acquisition and development of the Site and for the improvements existing on the Site at the time of the reentry and possession, less (b) any gains or income withdrawn or made by Developer from the Site or the improvements thereon.

Any balance remaining after such reimbursements is retained by City as its property. The rights established in this Section 505 are not intended to be exclusive of any other right, power or remedy, but each and every such right, power, and remedy is cumulative and concurrent and is in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that City will have conveyed the Site to the Developer for affordable housing purposes and not for speculation in undeveloped land.

507. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies cannot preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

508. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default cannot operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

509. Applicable Law. The laws of the State of California must govern the interpretation and enforcement of this Agreement. Venue for any action is in the Superior Court for Los Angeles County, California.

510. Non-Liability of Officials and Employees of City. No member, official or employee of the City is personally liable to Developer, or any successor in interest, in the event of any Default or breach by City or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by first class mail, postage prepaid, or reputable overnight delivery service, addressed to the party to whom the Notice is directed as set forth below, or at any other address as that party may later designate by Notice.

To City:	City of Monterey Park 320 W. Newmark Avenue Monterey Park, California 91754 Attention: City Manager
To Developer:	LINC Community Development Corporation SVP and Director of Housing Development 110 Pine Ave., Suite 500 Long Beach, California 90802 Attention: Suny Lay Chang Facsimile: (562) 684-1137 Email: schang@linchousing.org

Any written notice, demand or communication is deemed received immediately if delivered by hand and is deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder cannot be deemed to be in Default, and all performance and other dates specified in this Agreement is extended, where delays or Defaults are due to events which are outside of the reasonable control of the party claiming an extension, which may include, without limitation: war; terrorist acts; insurrection; strikes; lockouts; riots; floods; earthquakes exceeding 3.8 on the Richter scale; fires; casualties; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier beyond Developer's control; acts or omissions of the other party; acts or failures to act of the City or any other public or governmental City or entity (other than the acts or failures to act of the City which cannot excuse performance by the City); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform, excluding, specifically, general economic conditions or economic downturn. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause is for the period of the enforced delay and must commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Developer. Notwithstanding any provision of this Agreement to the contrary, the lack of funding to complete the Improvements cannot constitute grounds of enforced delay pursuant to this Section 602.

603. Transfers of Interest in Site or Agreement.

603.1 Prohibition. The qualifications and identity of Developer are of particular concern to City. It is because of those qualifications and identity that City entered into this Agreement with Developer. Accordingly, for the period commencing upon the date of this Agreement and until City issues the Certificate of Completion (a) no voluntary or involuntary successor in interest of Developer can acquire any rights or powers under this Agreement, (b) nor can Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Improvements thereon (collectively, a "Transfer"), without City's prior written, except as expressly set forth herein.

603.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, City approval of a Transfer is not required in connection with any of the following:

(a) Any Transfer to a limited liability company, partnership, corporation, or other entity or entities in which Developer and/or LINC Housing Corporation retains a portion of the ownership or beneficial interest and retains management and control of the transferee entity or entities.

(b) The conveyance or dedication of any portion of the Site to City or other public entity, or the granting of easements or permits to facilitate construction of the Improvements.

(c) Any requested assignment for financing purposes (subject to such financing being considered and approved by the City pursuant to Section 311 herein), including the grant of a deed of trust to secure the funds necessary for construction of the Improvements.

In the event of a Transfer by Developer under subparagraph (a) above not requiring City's prior approval, Developer nevertheless agrees that at least thirty (30) days before such Transfer it must give written notice to City of such assignment and satisfactory evidence that the assignee has assumed in writing through an assignment and assumption agreement of all of the obligations of this Agreement. Such assignment must release the assigning Developer from any obligations to the City hereunder.

603.3 City Consideration of Requested Transfer. The City agrees that it will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section , provided Developer delivers written notice to City requesting such approval. Such notice must be accompanied by evidence regarding the proposed transferee's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section and as reasonably determined by City. City may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement developer (ii) the transferee's past performance as developer of residential housing, (iii) the current financial condition of the transferee, and (iv) similar factors. The City agrees not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to the City's legal counsel must also be required for all proposed Transfers. Within thirty (30) days after receiving

Developer's written notice requesting City approval of a Transfer pursuant to this Section, City must either approve or disapprove such proposed assignment or must respond in writing by stating what further information, if any, City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, Developer must promptly furnish to City such further information as may be reasonably requested.

603.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement is binding upon Developer and its permitted successors and assigns. Whenever the term "Developer" is used in this Agreement, such term includes any other permitted successors and assigns as herein provided.

603.5 Assignment by City. City may assign or transfer any of its rights or obligations under this Agreement with Developer's approval, which approval cannot be unreasonably withheld.

604. Relationship Between City and Developer. It is acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer cannot be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, City has no rights, powers, duties or obligations with respect to the development of the Improvements.

605. City Approvals and Actions. City's City Manager has authority to implement this Agreement including, without limitation, the ability to execute amendments, waive provisions, make approvals and issue interpretations of this Agreement on City's behalf so long as such actions do not constitute material or substantial changes. Such approvals and interpretations may include extensions of time to perform as specified in the Schedule of Performance. All other material and/or substantive approvals, interpretations, waivers or amendments must require the consideration, action and written consent of the City Council.

606. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, must constitute a binding agreement. This Agreement is executed in two (2) originals, each of which is deemed to be an original.

607. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and is of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

608. Real Estate Brokerage City. City and Developer each represent to the other party that it has not engaged the services of any finder or broker and that it is not liable for any real estate, broker's fees, or finder's fees which may accrue by means of the acquisition of all or part of the Site, and agrees to hold harmless the other party from such agency or fees as are alleged to be due from the party making such representations.

609. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

610. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number must each be deemed to include the others where and when the context so dictates. The word "including" is construed as if followed by the words "without limitation." This Agreement is interpreted as though prepared jointly by both parties.

611. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party cannot be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

612. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, is made in writing and in each instance signed on behalf of each party. The City Manager may execute such amendment on behalf of the City upon City Council approval.

613. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances is held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, cannot be affected, and is valid and enforceable to the fullest extent permitted by law.

614. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" means all holidays as specified in Government Code §§ 6700 and 6701. If any act is to be done by a particular time during a day, that time is Pacific Time Zone time.

615. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

616. Time of Essence. Time is expressly made of the essence with respect to the performance by the City and the Developer of each and every obligation and condition of this Agreement.

617. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, without limitation, releases or additional agreements.

618. Conflicts of Interest. Developer warrants that, except as otherwise provided in this Agreement, it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

619. Time for Acceptance of Agreement by City. This Agreement, when executed by the Developer and delivered to the City, must be authorized, executed and delivered by the City on or before thirty (30) days after signing and delivery of this Agreement by the Developer or this Agreement is void, except to the extent that the Developer must consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

IN WITNESS WHEREOF, the City and the Developer have executed this Development Agreement as of the date set forth above.

CITY:

By: ______________________________
Paul Talbot, City Manager

ATTEST:

____
Vincent Chang, City Clerk

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

By: ______________________________
Karl H. Berger,
Assistant City Attorney

APPROVED AS TO FORM:

____

DEVELOPER:

__________,

By:

By: ______________________________

By: ______________________________

ATTACHMENT NO. 1

SITE MAPS

SEE ATTACHED

Aerial Photo Map: 321 E. Pomona Blvd
APN: 5265-015-900

Aerial Photo Map: 325 E. Pomona Blvd
APN: 5265-015-903

Aerial Photo Map: 341 E. Pomona Blvd
APN: 5265-015-902

Aerial Photo Map: 371 E. Pomona Blvd
APN: 5265-015-901

Aerial Photo Map: 534 N. Chandler Ave
APN: 5256-008-900

Aerial Photo Map: 236 S. Ramona Ave
APN: 5257-013-900

ATTACHMENT NO. 2

LEGAL DESCRIPTION OF SITE

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

321 E. Pomona Avenue:

Lot 3 of Tract No. 15112, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in Book 323, Pages 19 and 20 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: 5265-015-900

325 E. Pomona Avenue:

Parcel 2:
Lot 4 of Tract No. 15112, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in Book 323, Pages 19 and 20 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: 5265-015-903

341 E. Pomona Avenue:

Lot 10 of Tract No. 15112, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in Book 323, Pages 19 and 20 of Maps, in the Office of the County Recorder of said County. Except therefrom the West 45.38 feet thereof.

Assessor's Parcel Number: 5265-015-902

371 E. Pomona Ave:

Lot 7 of Tract No. 15112, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in Book 323, Pages 19 and 20 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: 5265-015-901

534 N. Chandler Avenue:

Parcel 1:
The North 52.50 feet of Lot 262, of Ramona Acres Plat No. 2, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in Book 16, Pages 134 and 135 of Maps, in the Office of the County Recorder of said County.

Parcel 2:

The Southerly 26 feet of Lot 263, of Ramona Acres Plat No. 2, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in Book 16, Pages 134 and 135 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: 5256-008-900

236 S. Ramona Avenue

Lot 12 in Block "H" of Tract No. 786, in the City of Monterey Park,
County of Los Angeles, State of California, as per map recorded in Book
16, Pages 58 and 59 of Maps, in the Office of the County Recorder of said County.

Except therefrom the East 240 feet thereof.

Except therefrom all oil, gas, and other hydrocarbon substances in and under all of the above described real property, but without any right to
penetrate, use or disturb the surface of said property or any portion of said property within five hundred (500) feet of the surface thereof, as reserved in that certain Grant Deed recorded April 16, 1986, as Instrument No. 86-467006, of Official Records.

Assessor's Parcel Number: 5257-013-900

ATTACHMENT NO. 3

RECORDING REQUESTED BY,
MAIL TAX STATEMENTS TO
AND WHEN RECORDED MAIL TO:

____

This document is exempt from payment of a recording fee pursuant to Government Code Section 27383.

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

The **City of MONTEREY PARK**, a public body, corporate and politic (the "City"), hereby grants to __________, a _______ ("Developer"), the real property hereinafter referred to as the "Site," described in Exhibit A attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record described there.

1. Conveyance. The Site is conveyed in accordance a Development Agreement entered into between City and Developer dated _____________, 20__ (the "DA"), a copy of which is on file with the City at its offices as a public record and which is incorporated herein by reference. The DA requires the Developer to construct ____________. All terms used herein must have the same meaning as those used in the DA.

2. Permitted Uses. The Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Site or any part thereof, that upon the date of this Grant Deed and during construction through completion of development and thereafter, the Developer must devote the Site to the uses specified in the Redevelopment Plan and this Grant Deed for the periods of time specified therein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Developer pursuant to the DA, must conform to the DA, the Redevelopment Plan and all applicable provisions of the Monterey Park Municipal Code. The foregoing covenants must run with the land.

3. Restrictions on Transfer. The Developer further agrees as follows:

a. For the period commencing upon the date of this Grant Deed and until the issuance of the Certificate of Completion in accordance with Section 310 of the DA, no voluntary or involuntary successor in interest of the Developer must acquire any rights or powers under the DA or this Grant Deed, nor must the Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Improvements thereon, without the prior written approval of the City or as otherwise permitted pursuant to Section 603 of the DA.

b. The Developer cannot place or suffer to be placed on the Site any lien or encumbrance other than mortgages, deeds of trust, or any other form of conveyance required for financing of the construction of the Improvements on the Site, and any other expenditures necessary and appropriate to develop the Site pursuant to the DA, except as provided in Section 311 of the DA.

All of the terms, covenants and conditions of this Grant Deed is binding upon the Developer and the permitted successors and assigns of the Developer. Whenever the term "Developer" is used in this Grant Deed, such term must include any other successors and assigns as herein provided.

4. Nondiscrimination. The Developer herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there is no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor must the Developer itself or any person claiming under or through Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants must run with the land.

The Developer must refrain from restricting the rental, sale or lease of the Site on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts must contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there is no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor must the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants must run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

> "That there is no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor must the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees,

sublessees, subtenants, or vendees in the premises herein leased."

(c) **In contracts:** "There is no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor must the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

5. **City Right of Reentry.** The City has the right, at its election, to reenter and take possession of the Site, with all improvements thereon, and terminate and revest in the City the estate conveyed to the Developer if after the Closing and before the issuance of the Certificate of Completion, the Developer (or its successors in interest) must:

(a) fail to start the construction of the Improvements as required by the DA for a period of ninety (90) days after written notice thereof from the City; or

(b) abandon or substantially suspend construction of the Improvements required by the DA for a period of ninety (90) days after written notice thereof from the City; or

(c) contrary to the provisions of Section 603 of the DA transfer or suffer any involuntary Transfer in violation of the DA, and such Transfer has not been approved by the City or rescinded within thirty (30) days of notice thereof from City to Developer.

Such right to reenter, terminate and revest is subject to and be limited by and cannot defeat, render invalid or limit:

1. Any mortgage or deed of trust permitted by the DA; or

2. Any rights or interests provided in the DA for the protection of the holders of such mortgages or deeds of trust.

Notwithstanding the above, however, the City must have no right to retake possession of portions of the Site sold to individual homebuyers in the ordinary course of business. Upon the revesting in the City of title to the Site as provided in this Section 5, the City must, pursuant to its responsibilities under state law, use its reasonable efforts to resell the Site as soon and in such manner as the City must find feasible and consistent with the objectives of such law and of the Redevelopment Plan, as it exists or may be amended, to a qualified and responsible party or parties (as determined by the City) who will assume the obligation of making or completing the Improvements, or such improvements in their stead as is satisfactory to the City and in accordance with the uses specified for such Site or part thereof in the Redevelopment Plan. Upon such resale of the Site, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Site which is permitted by this Agreement, is applied:

i. First, to reimburse the City, on its own behalf or on behalf of the City, all costs and expenses incurred by the City, excluding City and City staff costs, but specifically, including, without limitation, any expenditures by the City or the City in connection with the recapture, management and resale of the Site or part thereof (but less any income derived by the City from the Site or part thereof in connection with such management); all taxes, assessments and water or sewer charges with respect to the Site or part thereof which the Developer has not paid (or, in the event that Site is exempt from taxation or assessment of such charges during the period of ownership thereof by the City, an amount, if paid, equal to such taxes, assessments, or charges as would have been payable if the Site were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Site or part thereof at the time or revesting of title thereto in the City, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Site, or part thereof; and any amounts otherwise owing the City, and in the event additional proceeds are thereafter available, then

ii. Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the sum of (a) the costs incurred for the acquisition and development of the Site and for the improvements existing on the Site at the time of the reentry and possession, less (b) any gains or income withdrawn or made by the Developer from the Site or the improvements thereon.

Any balance remaining after such reimbursements is retained by the City as its property. The rights established in this Section 5 are not intended to be exclusive of any other right, power or remedy, but each and every such right, power, and remedy is cumulative and concurrent and is in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that the City will have conveyed the Site to the Developer for redevelopment purposes, particularly for development of live-work townhouses, and not for speculation in undeveloped land.

6. Violations Do Not Impair Liens. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed must defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by the DA; provided, however, that any subsequent owner of the Site is bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

7. Covenants Run With Land. All covenants contained in this Grant Deed is covenants running with the land. All of Developer's obligations hereunder except as provided hereunder must terminate and will become null and void upon the expiration of the Redevelopment Plan. Every covenant contained in this Grant Deed against discrimination contained in paragraph 4 of this Grant Deed must remain in effect in perpetuity.

8. Covenants For Benefit of City. All covenants without regard to technical classification or designation is binding for the benefit of the City, and such covenants must run in favor of the City for the entire period during which such covenants is in force and effect, without regard to whether the City is or remains an owner of any land or interest therein to which such covenants relate. The City, in the event of any breach of any such covenants, must have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

9. Revisions to Grant Deed. Both City, its successors and assigns, and Developer and the successors and assigns of Developer in and to all or any part of the fee title to the Site must have the right with the mutual consent of the City to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Site. However, Developer and City are obligated to give written notice to and obtain the consent of any first mortgagee before consent or agreement between the parties concerning such changes to this Grant Deed. The covenants contained in this Grant Deed, without regard to technical classification, cannot benefit or be enforceable by any owner of any other real property within or outside the Project Area, or any person or entity having any interest in any other such realty. No amendment to the Redevelopment Plan must require the consent of the Developer.

CITY:

By: ______________________________
Paul Talbot, City Manager

ATTEST:

____
Secretary

APPROVED AS TO FORM:

____
Karl H. Berger, City Counsel

DEVELOPER: LINC Community Development Corporation

By: ___________________________________

By: ___________________________________

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

236 S. Ramona Avenue

Lot 12 in Block "H" of Tract No. 786, in the City of Monterey Park, County of Los Angeles, State of California, as per map recorded in Book 16, Pages 58 and 59 of Maps, in the Office of the County Recorder of said County.

Except therefrom the East 240 feet thereof.

Except therefrom all oil, gas, and other hydrocarbon substances in and under all of the above described real property, but without any right to penetrate, use or disturb the surface of said property or any portion of said property within five hundred (500) feet of the surface thereof, as reserved in that certain Grant Deed recorded April 16, 1986, as Instrument No. 86-467006, of Official Records.

Assessor's Parcel Number: 5257-013-900

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On ______________________, before me, ______________________ (Print Name of Notary Public), Notary Public,

personally appeared ______________________________________,

☐ personally known to me

-or-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

____
Title(s)

☐ Partner(s) ☐ Limited
☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: ______________________

Signer is representing:
Name Of Person(s) Or Entity(ies)

____

____

DESCRIPTION OF ATTACHED DOCUMENT

____
Title Or Type Of Document

____
Number Of Pages

____
Date Of Document

____
Signer(s) Other Than Named Above

ATTACHMENT NO. 4

SCHEDULE OF PERFORMANCE

If tax credits are awarded based on the first round application for tax credits, then the "first round" column below apply. If tax credits are awarded based on the second round application for tax credits, then "Second Round" apply.

	First Round	Second Round
Apply for 9% Low Income Housing Tax Credits	March 2014	July 2014
Submit Letter Describing approval or disapproval of 9% Tax Credits	June 2014	September 204
Close Escrow, if preconstruction close is approved by City Manager, otherwise within 180 days of the TCAC Award	August 2014	August 2014
Submit evidence of all necessary Financing to complete project	September 2014	December 2014
Submittal of construction bid summary and basis for selection of winning bid, followed by submittal of construction contract	November 2014	February 2015
Plans approved and building permits issued	December 2014	March 2015
Commence Construction	January 2015	April 2015
Submit a plan to advertise units	January 2016	April 2016
Advertise rental application opportunity	February 2016	May 2016
Complete Construction	October 2016	December 2016
Grand Opening Ceremony	January 2017	March 2017

ATTACHMENT NO. 5

SCOPE OF DEVELOPMENT

SEE ATTACHED

Mosaic Gardens at Monterey Park

LINC proposes to acquire and rehabilitate five existing City-owned residential income properties (25 units) and build six new affordable apartments, including replacement parking, at the City-owned property at 236 S. Ramona Ave. in Monterey Park. The apartments will be restricted to very low and low-income families, who earn between 30% and 60% of area median income. We propose to finance the effort through low-income housing tax credits, construction financing, and the value of the properties owned by the City of Monterey Park.

Property Location Map:

Properties:

- 534 Chandler. Existing City-owned apartments, 8 conforming units and 1 non-conforming unit.
- 236 S. Ramona Ave. Existing City-owned parking lot
- 321 E. Pomona Blvd. Existing City-owned apartments, 4 units
- 325 E. Pomona Blvd. Existing City-owned apartments, 4 units
- 341 E. Pomona Blvd. Existing City-owned apartments, 4 units
- 371 E. Pomona Blvd. Existing City-owned apartments, 4 units

LINC Housing

Existing Apartment Buildings:

ATTACHMENT NO. 6

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
__________)
)
)
Attn:)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

CERTIFICATE OF COMPLETION

THIS CERTIFICATE OF COMPLETION (the "Release") is made by the **CITY OF MONTEREY PARK,** a public body, corporate and politic (the "City"), in favor of __________, a ______ (the "Developer"), as of ________________, 2014.

RECITALS

A. The City and the Developer have entered into that certain Development Agreement (the "DA") dated __________, 2014, concerning the development of certain real property situated in the City of Monterey Park, California as more fully described in Exhibit "A" attached hereto and made a part hereof.

B. As referenced in Section 310 of the DA, the City is required to furnish the Developer or its successors with a Certificate of Completion upon completion of construction of the Improvements (as defined in Section 100 of the DA), which Certificate of Completion is required to be in such form as to permit it to be recorded in the Recorder's office of Los Angeles County. This Certificate of Completion is conclusive determination of satisfactory completion of the construction and development required by the DA.

C. The City has conclusively determined that such construction and development has been satisfactorily completed.

NOW, THEREFORE, the City hereby certifies as follows:

1. The Improvements to be constructed by the Developer have been fully and satisfactorily completed in conformance with the DA. Except as otherwise provided in the DA, the provisions of the DA are hereby terminated and of no further force or effect. The Grant Deed and other documents executed and recorded pursuant to the DA must remain in effect and enforceable according to their terms.

IN WITNESS WHEREOF, the City has executed this Certificate of Completion as of the date set forth above.

CITY OF MONTEREY PARK, a public body, corporate and politic

By: ______________________________
Paul Talbot, City Manager

ATTEST:

____
Secretary

APPROVED AS TO FORM:

____
Karl H. Berger,

APPROVED BY DEVELOPER:

__________, a

By: ______________________________

By: ______________________________

EXHIBIT "A"

SITE DESCRIPTION

[TO BE ATTACHED]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On ______________________, before me, ______________________ (Print Name of Notary Public), Notary Public,

personally appeared ______________________________,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: ______________________

Signer is representing:
Name Of Person(s) Or Entity(ies)

____

____

DESCRIPTION OF ATTACHED DOCUMENT

____
Title Or Type Of Document

____
Number Of Pages

____
Date Of Document

____
Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On ______________________, before me, ______________________ (Print Name of Notary Public), Notary Public,

personally appeared ______________________________________,

☐ personally known to me

-or-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

____
Title(s)

☐ Partner(s) ☐ Limited
☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: ______________________

Signer is representing:
Name Of Person(s) Or Entity(ies)

____

____

DESCRIPTION OF ATTACHED DOCUMENT

____
Title Or Type Of Document

____
Number Of Pages

____
Date Of Document

____
Signer(s) Other Than Named Above

DOCSOC\857507v4\22782.0023

Table of Contents
(continued)

Page

LOAN AGREEMENT
BY AND BETWEEN
THE CITY OF MONTEREY PARK
AND
LINC HOUSING DEVELOPMENT CORPORATION

This Loan Agreement ("Loan Agreement") is made this ____ day of __ 2014, by and between the City of Monterey Park, a municipal corporation ("City") and LINC Housing Development Corporation, a Limited Liability Corporation ("Borrower").

RECITALS

A. City wishes to promote the development and ownership of affordable multifamily rental housing within the City of Monterey Park.

B. Borrower intends to rehabilitate, own and manage 25 affordable housing units for low and very low income residents located at 321, 325, 341 and 371 E. Pomona Boulevard, and 534 N. Chandler Avenue, Monterey Park, California (the "Project").

C. Borrower applied to City for loans to provide financing for the Project, including, without limitation, covering the cost of certain impact fees required by the City.

D. The City agreed to loan Borrower the sums requested upon the terms and conditions set forth in this Loan Agreement

E. As a condition of this Loan, Borrower must execute, among other things, the Note and the Deed of Trust, in which the Deed of Trust must be recorded against the Property. These instruments are intended to secure City's continuing interest in the affordability and habitability of the Project, as well as to secure performance of other covenants contained in these agreements.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the making of this Loan, City and Borrower agree as follows:

ARTICLE 1
DEFINITIONS

The following terms have the meanings and content set forth in this section wherever used in this Loan Agreement or documents incorporated into this Loan Agreement by reference.

1.1 **"Annual Financial Statement"** means the financial statement of Operating Expenses and Revenues, prepared at Borrower's expense, by an independent certified public accountant acceptable to City, which shall form the basis for determining the Residual Receipts.

1.2 **"Borrower"** is LINC Housing Development Corporation, a Limited Liability Corporation, and its authorized representatives, assigns, transferees, or successors-in-interest thereto.

1.3 **"City"** means the City of Monterey Park, a general law city and municipal corporation.

1.4 **"Deed of Trust"** is that deed of trust, assignment of rents, and security agreement placed on the Property as security for the Loan by Borrower as trustor with City as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust. The terms of the Deed of Trust have been incorporated into this Loan Agreement.

1.5 **"City Loan"** means the loan of Two Million Eighty Thousand Dollars ($2,080,000) from the City to Borrower as provided for in this Loan Agreement.

1.6 **"Note"** is that promissory note executed by Borrower in favor of City evidencing the Loan in the amount of Two Million Eighty Thousand Dollars ($2,080,000) which is secured by the Deed of Trust, as well as any amendments to, modifications of, or restatements of said promissory note. The terms of the Note are hereby incorporated into this Loan Agreement by this reference.

1.7 **"City Residual Receipts"** mean Revenues reduced in the following order: (1) Operating Expenses calculated on a cash basis; (2) debt service on senior project debt secured by XXXX; (3) payments to the Operating Reserve Fund; (4) payments to the Replacement Reserve Fund; (5) repayment of general partner loans; (6) deferred developer fees; and (7) asset management fee up to Ten Thousand and No/100 Dollars ($10,000).

1.8 **"Hazardous Material"** means any hazardous or toxic substances, materials, wastes, pollutants, or contaminants which are defined, regulated, or listed as "hazardous substances," "hazardous wastes," "hazardous materials," "pollutants," "contaminants," or "toxic substances," under federal or state environmental and health and safety laws and regulations, including without limitation petroleum and petroleum byproducts, flammable explosives, urea formaldehyde insulation, radioactive materials, asbestos, and lead. Hazardous Materials do not include substances that are used or consumed in the normal course of developing, operating, or occupying a housing project, to the extent and degree that such substances are stored, used, and disposed of in the manner and in amounts that are consistent with normal practice and legal standards.

1.9 **"Improvements"** means XXX (XXX) one bedroom and two bedroom housing units to be constructed on the Property.

1.10 **"LAIF Rate"** means the rate of interest paid by the State of California Local Agency Investment Fund.

1.11 **"Loan Documents"** are collectively this Loan Agreement, the Note and the Deed of Trust, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

1.12 **"Low-Income Household"** means a household whose annual income does not exceed fifty percent (50%) of the median income for the County of Los Angeles as determined by HUD with adjustments for smaller and larger households.

1.13 **"Operating Expenses"** means actual, approved reasonable and customary costs, fees and expenses directly attributable to the operation, recordkeeping, maintenance, taxes and management of the Project including, without limitation: a commercially reasonable property management fee; taxes and assessments; payroll and payroll taxes for property employees; insurance; security, painting, cleaning, repairs, and alternations; landscaping; sewer charges; utility charges; advertising, promotion and publicity; cable television, satellite and other similar services; office, janitorial, cleaning and building supplies; approved recreational amenities and supplies; purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishing; fire alarm monitoring; fees and expenses of accountants, attorneys, consultants and other professionals. The Operating Expenses must be reported in the Annual Financial Statement.

1.14 **"Payment Date"** means the date on which any payment is due to the City by Borrower under Section 2.8 below.

1.15 **"Plans and Specifications"** means the plans and specifications for the construction of the Project as approved by the City.

1.16 **"Project"** is the purchase and rehabilitation of 25 affordable housing units to persons or families of Low Income Households according to the terms of this Loan Agreement.

1.17 **"Property"** consists of the real property located at 321, 325, 341 and 371 E. Pomona Boulevard, and 534 N. Chandler Avenue, Monterey Park, California and more particularly described in the attached Exhibit A, which is incorporated into this Loan Agreement by this reference, and any buildings or Improvements now or hereafter situation on such property.

1.18 **"Restricted Unit"** means a housing unit on the Property which is reserved for occupancy by a household with Low Income.

1.19 **"Revenue"** means all income derived from the Project, including, without limitation, rent from the units, laundry operations, and parking fees. Syndication proceeds or interest earned on reserves are not Revenue.

ARTICLE 2.
CITY LOAN TERMS

2.1 **City Loan**. City agrees to provide a loan of funds to Borrower under the terms and conditions of the Loan Documents.

2.2 **City Loan Amount.** On and subject to the terms and conditions of the Loan Documents, City agrees to make and Borrower agrees to accept a loan in an amount not to exceed XXXX Dollars ($XXX), evidenced by the Note, in this amount and secured by the Deed of Trust recorded against the Property.

2.3 **Interest**. The Note will bear simple interest at the LAIF rate, until paid. Interest is computed based upon a three hundred sixty (360) day year, and a thirty (30) day month.

2.4 **Loan Term**. Unless sooner due pursuant to the Note, the principal of the Loan and all accrued interest thereon shall be due and payable on the earliest of (a) XXX (XX) years from the date of the execution of the Note, or (b) an Event of Default by Borrower which has not been cured as provided for in this Loan Agreement.

2.5 **Use of Funds**. City Loan proceeds can be used to pay XXXX.

2.6 **Collateral**. As collateral for the Loan, the Borrower must provide the City an executed Deed of Trust in the form attached as Exhibit "__" giving the City a security interest in the Property. The Borrower must deliver concurrently with the execution of the Deed of Trust, the original executed Note in the form attached as Exhibit "__," which City will hold until the Note is paid in full.

2.7 **Loan Prepayment**. No prepayment penalty will be charged to Borrower for payment of all or any portion of the Loan amount before the end of the Loan term described herein.

2.8 **Loan Repayment**. (a) Borrower must make an initial payment in the sum of XXXXX Dollars ($XX) upon City issuing a permanent Certificate of Occupancy for the Project. Borrower must pay the entire balance of the City Loan, including accrued interest, in XXX equal XXX installments beginning XXXXX.

(b) (i) If the Housing Assistance Payments Contract for the Project is not renewed while any sums are owed to the City, then Borrower's obligation to make the annual installment payments set forth in Paragraph 2.8(a) will terminate beginning as of the date on which the next installment is due under this Note. Effective as of that installment date, the remaining balance on the Note will be paid from City Residual Receipts and the term of this Note will automatically be extended until it is paid in full by Borrower.

(ii) The City Residual Receipts payment will be calculated as follows:

(A) On or before each Payment Date, Borrower will submit its Annual Financial Statement to City for the preceding calendar year together with the City's Share, if any. City will review and approve such statement, or request revisions, within sixty (60) days after receipt. In the event that City determines as the result of its review that there is an understatement in the amount and payment of Residual Receipts due to City, Borrower will promptly pay to the City its share of such understatement, but in any event, with twenty (20) days of notice of such understatement. If contested, Borrower has the right to pay under protest. In the event that the City determines that there is an overstatement, the City shall promptly refund the amount to Borrower, but in any event, within thirty (30) days of such determination.

(B) City Residual Receipts will be distributed as follows: City will receive an amount equal to fifty percent (50%) of Residual Receipts of the Project and Borrower will receive an amount equal to fifty percent (50%) of Residual Receipts of the Project. In no event will the annual amount paid to City as Residual Receipts exceed the sum of $[TO BE INSERTED].

(C) The City's Share will be applied to reduce principal and interest owed under this Note. Upon payment in full of this loan, the City will have no further right to payment of any portion of City Residual Receipts.

ARTICLE 3.
DISBURSEMENT OF CITY AND AGENCY LOAN PROCEEDS

3.1 **City Loan Disbursement.** The City must disburse the City Loan proceeds when XXXX.

ARTICLE 4.
PROJECT DEVELOPMENT

4.1 **Plans and Specifications.** Borrower must develop the Project in accordance with the Plans and Specifications as submitted to, and approved by, the City, for the rehabilitation of those units in need upgrade.

4.2 **Contracts and Subcontracts.** All construction work and professional services for the Project must be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California.

4.3 **Completion of Construction.** Following commencement of construction, Borrower must diligently perform construction of the Project to completion as evidenced by the recording of a Notice of Completion with the Los Angeles County Recorder's Office.

4.4 **Quality of Work.** Borrower must develop the Project in full conformance with applicable federal, California and City statutes, ordinances and regulations including, without limitation, the City Building and Safety Code.

4.5 **Records.** Borrower is accountable to City for all funds disbursed to Borrower pursuant to the Loan Documents. Borrower agrees to maintain records that accurately and fully show the date, amount, purpose, and payee of all expenditures drawn from City and Agency Loan funds, and to keep all invoices, receipts, and other documents related to expenditures from such loan funds for not less than three (3) years after completion of the Project as evidenced by the recording of the Notice of Completion.

4.6 **Notice of Completion.** Upon completion of the Improvements to the Property, Borrower must arrange to have a Notice of Completion prepared and filed with the Los Angeles County Recorder's Office.

4.7 **Encumbrance of Property.** (a) Except as permitted under subsection (b), Borrower cannot engage in any financing or any other transaction creating any security interest or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or allow any encumbrance or lien to be made on or attached to the Property except with the prior written consent of City.

(b) The following liens and encumbrances, subject to the reasonable conditions of City for the subordination of its Deed of Trust, are approved by City as allowable encumbrances senior in priority to the Deed of Trust:

(c) City must provide Borrower with its conditions for subordination of its Deed of Trust and Borrower must deliver those conditions to the City referenced in subsection (b).

4.8 **Mechanics' Lien and Stop Notices.** If any claim of lien is filed against the Property or a stop notice affecting the City Loan is served on City or any other City or other third in connection with the Project, Borrower must, within thirty (30) days of such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to City a surety bond in sufficient form and amount, or provide City with other assurance reasonably satisfactory to City that the claim of lien or stop notice will be paid or discharged.

If Borrower fails to discharge any lien, encumbrance, charge or claim referred to here, then in addition to any other right or remedy, City may, but is not be under any obligation to, discharge such lien, encumbrance, charge, or claim at Borrower's expense.

4.9 **Fees, Taxes, and Other Levies.** Borrower is responsible for payment of all fees, assessments, taxes, charges and levies imposed by any public authority or utility company with respect to the Property or the Project, and must pay such charges before delinquency. Notwithstanding the foregoing, Borrower is not required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by City, Borrower deposits with City any funds or other forms of assurance City in good faith from time to time determines appropriate to protect City from the consequences of the contest being unsuccessful.

4.10 **Damage to Property.** If any building or improvements erected by Borrower on the Property is damaged or destroyed by an insurable cause, Borrower must, at its cost and expense, diligently undertake to repair or restore such buildings and improvements consistent with the original Plans and Specifications for the Project. This work or repair will be initiated within one hundred twenty (120) days after the damage or loss occurs and be completed within one (1) year thereafter. All insurance proceeds collected for such damage or destruction must be applied to the cost of such repairs or restoration and, if such insurance proceeds are insufficient for such purpose, Borrower must make up the deficiency.

ARTICLE 5.
PROJECT OPERATION

5.1 **Project Management.** Borrower and Borrower's property manager must lease, operate and manage the Project in full compliance with all laws applicable to the operation of the Project. Borrower further agrees that it must maintain and operate the Project so as to provide decent, safe and sanitary housing and provide all Project tenants with the same level of services, amenities and maintenance.

5.2 **Non-Discrimination.** Borrower cannot discriminate nor segregate in the development, construction, use, enjoyment, occupancy, lease, sublease or rental of any part of the Property on the basis of race, color, creed, ancestry, national origin, religion, sex, sexual preference or orientation, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC) acquired or perceived, or any other arbitrary basis. Borrower shall otherwise comply with all applicable City, California and federal laws concerning discrimination in housing.

ARTICLE 6.
EMPLOYMENT

6.1 **Non-Discrimination.** Borrower cannot discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, religion, sex, sexual preference or orientation, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC) acquired or perceived, or any other arbitrary basis.

6.2 **Prevailing Wage.** If applicable, all workers performing construction work for the Project employed by Borrower or by any contractor or subcontractor must be compensated in an amount not less than that required, if at all, by Labor Code §§ 1720, *et seq.* and 1770, *et seq.*, and all orders and regulations of the California Department of Industrial Relations pursuant to those statutes.

6.3 **Child Support Compliance.** Borrower must comply with the California Child Support Compliance Act of 1998 as implemented by the California Employment Development Department.

ARTICLE 7.
INDEMNITY AND INSURANCE

7.1 **Insurance Requirements.** Borrower must, at its sole cost and expense, insure and keep insured, the Project against such perils and hazards, and in such amounts and with such limits, as City may, from time to time require, and, in any event, including insurance against loss to the Project, which during construction must be on an "All Risk" perils "Builders' Risk," non-reporting "Completed Value" form and after completion of construction, must be insurance against such other risks as City may reasonably require. Such policies must be in amounts equal to the full replacement cost of the Project (other than the Property), including the foundation and underground pipes, all fixtures, equipment, construction materials and personal property on and off site, and Borrower's interest in any leasehold improvements.

7.2 **Workers' Compensation.** During the construction of or making of any alterations or improvements to the Project (a) insurance covering claims based on the owner's or employer's contingent liability not covered by the insurance provided in Section 8.4 and (b) workers' compensation insurance covering such of the persons engaged in such alterations or improvements as City may require.

7.3 **Public Liability.** Commercial general public liability insurance against death, bodily injury and property damage arising in connection with the Project. Such policy must be written on a 1986 Standard "ISO" occurrence basis form or equivalent form, list Borrower as the named insured, designate thereon the location of the Project and have such limits as City may reasonably require, but in no event less than $1,000,000.00.

7.4 **Contractor's Insurance.** During the entire period of construction, Borrower must cause to be furnished to City, certificates from the insurance carrier for the Contractor evidencing workers' compensation, employers' liability, commercial automobile liability, excess umbrella liability coverage and commercial general liability insurance (including contractual liability and completed operations coverage) written on a 1986 standard "ISO" occurrence basis form, or its equivalent, with general liability insurance limits as City may reasonably require.

7.5 **Application of Proceeds**. (a) If all or any part of the Project is damaged or destroyed by fire, earthquake or other casualty, or damaged or taken through the exercise of the power of eminent domain or other cause, City must be reimbursed for all costs and expenses incurred to collect such proceeds and thereafter hold and disburse to Borrower as Borrower's Funds the net insurance proceeds, award or other compensation, proceeds from insurance (collectively, the "Proceeds"), and Borrower must promptly and with all due diligence restore and repair the Project, whether or not the Proceeds are sufficient to pay the cost of such restoration or repair.

(b) If the amount of the Proceeds to be made available to Borrower is less than the cost of the restoration or repair as estimated by City in its reasonable judgment, Borrower must cause to be deposited with City the amount of such deficiency within thirty (30) days of City's written request therefor (but in no event later than the commencement of the work).

7.6 **Insurance Advances.** In the event that Borrower fails to maintain the full insurance coverage required by this Loan Agreement, City, after at least seven (7) business days prior written notice to Borrower, may, but is under no obligation to, take out the required policies of insurance and pay the premiums on such policies. Any amount so advanced by City, together with interest thereon from the date of such advance at the same rate of indebtedness as specified in the Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), will become an additional obligation of Borrower to City and be secured by the Deed of Trust.

7.7 **Non-Liability of Officials, Employees and Agents.** The officials, employees and other agents of City are not personally liable to Borrower for any obligation created under the terms of these Loan Documents except in the case of actual fraud or willful misconduct by such person.

7.8 **Indemnity.** Notwithstanding the insurance coverage required herein, Borrower must indemnify and hold City free and harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including reasonable attorneys' fees) which the City may incur as a direct or indirect consequence of (1) Borrower's failure to perform any obligations as and when required by this Loan Agreement; (2) any failure of any of Borrower's representations or warranties to be true and complete; or (3) any act or omission by Borrower or any contractor, subcontractor, management agent, or supplier with respect to the Project or the Property, except where such losses are caused by the sole negligence or willful misconduct of the City. Borrower must pay immediately upon demand by City any amounts owing under this indemnity. The duty of the Borrower to indemnify includes the duty to defend City in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. Borrower's duty to indemnify the City survives the term of this Loan Agreement.

ARTICLE 8.
HAZARDOUS MATERIALS

8.1 **Representations and Warranties.** After reasonable investigation and inquiry, Borrower represents and warrants to the best of its knowledge, as of the date of this Loan Agreement and except as previously disclosed and acknowledged by City or as disclosed by the reports based on environmental audit(s) performed on the Property and submitted to City, that (a) the Property is not and has not been a site for the use, generation, manufacture, transportation, storage, or disposal of Hazardous Materials in violation of Federal or State law; (b) the Property is in compliance with all applicable environmental and health and safety laws, regulations, ordinances, administrative decisions, common law decisions (whether federal, state, or local) with respect to Hazardous Materials, including those relating to soil and groundwater conditions ("Hazardous Materials Laws"); (c) there are no claims or actions pending or threatened with respect to the Property by any governmental entity or agency or any other person relating to Hazardous Materials; and (d) there has been no release or threatened release of any Hazardous Materials on, under, or near the Property (including in the soil, surface water, or groundwater under the Property) or any other occurrences or conditions on the Property or on any other real property that could cause the Property or any part thereof to be classified as a "hazardous waste property" or as a "border zone property" under Health and Safety Code §§ 25220, *et seq.*, or regulations adopted therewith.

8.2 **Notification**. Borrower must immediately notify City in writing of: (a) the discovery of any concentration or amount of Hazardous Materials on or under the Property requiring notice to be given to any governmental entity or agency under Hazardous Materials Laws; (b) any knowledge by Borrower (after verification of the veracity of such knowledge to Borrower's reasonable satisfaction) that the Property does not comply with any Hazardous Materials Laws; (c) the receipt by Borrower of written notice of any Hazardous Materials claims; and (d) the discovery by Borrower of any occurrence or condition on the Property or on any real property located with 2,000 feet of the Property that could cause the Property or any part thereof to be designated as "hazardous waste property" or as a "border zone property" under Health and Safety Code §§ 25220, *et seq*., or regulations adopted therewith.

8.3 **Use and Operation of Property**. Neither Borrower, nor any agent, employee, or contractor of Borrower, nor any authorized user of the Property may use the Property or allow the Property to be used for the generation, manufacture, storage, disposal, or release of Hazardous Materials. Borrower shall comply and cause the Project to comply with Hazardous Materials Laws.

8.4 **Remedial Actions**. If Borrower has actual knowledge of the presence of any Hazardous Materials on or under the Property, Borrower must take or cause its tenant to take, at no cost or expense to City, all handling, treatment, removal, storage, decontamination, cleanup, transport, disposal or other remedial action, if any, required by any Hazardous Materials Laws or by any orders or requests of any governmental entity or agency or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials claims. The foregoing, however, is subject to Borrower's right of contest below.

8.5 **Right of Contest**. Borrower may contest in good faith any claim, demand, levy or assessment under Hazardous Materials Laws if: (a) the contest is based on a material question of law or fact raised by Borrower in good faith, (b) Borrower promptly commences and thereafter diligently pursues the contest, (c) the contest will not materially impair the taking of any remedial action with respect to such claim, demand, levy or assessment, and (d) if requested by City, Borrower deposits with City any funds or other forms of assurance City in good faith from time to time determines appropriate to protect City from the consequences of the contest being unsuccessful and any remedial action then reasonably necessary. No Event of Default can be deemed to exist with respect to any claim, demand, levy or attachment being contested by Borrower under the conditions of this section.

8.6 **Environmental Indemnity**. Borrower must defend, indemnify, and hold City free and harmless against any claims, demands, administrative actions, litigation, liabilities, losses, damages, response costs, and penalties, including all costs of legal proceedings and reasonable attorney's fees, that City may directly or indirectly sustain or suffer as a consequence of any inaccuracy or breach of any representation, warranty, agreement, or covenant contained in this Loan Agreement with respect to Hazardous Materials, or as a consequence of any use, generation, manufacture, storage, release, or disposal (whether or not Borrower knew of same) of any Hazardous Materials occurring before or during Borrower's use or occupancy of the Property.

ARTICLE 9
DEFAULT AND REMEDIES

9.1 **Events of Default**. The occurrence of any of the following events constitutes an "Event of Default" under this Loan Agreement:

(a) Monetary. (i) Borrower's failure to pay when due any sums payable under the Note or any advances made by City under the Deed of Trust or this Loan Agreement; (ii) Borrower's use of City Loan funds for purposes inconsistent with the terms and restrictions in this Loan Agreement or the Loan Documents; (iii) Borrower's failure to obtain and maintain the insurance coverage required under Loan Agreement; or (iv) Borrower's failure to make any other payment or assessment due under the Loan Documents;

(b) Construction. (i) Borrower's failure to commence or complete construction, without proper justification under the unavoidable delay provision of this Loan Agreement, according to the construction schedule specified in this Loan Agreement; (ii) the cessation of construction before completion of the Project for a period of more than fifteen (15) continuous calendar days without proper justification; (iii) any material adverse change in the condition of Borrower or the Project or any other event that gives City reasonable cause to believe that the Project cannot be constructed by the scheduled completion date according to the terms of this Loan Agreement; (iv) the filing of any claim of lien against the Property or service on City of any stop notice relating to the Loan and the continuance of the claim of lien or stop notice for thirty (30) days after such filing or service without payment, discharge, or satisfaction as provided for in this Loan Agreement; (v) Borrower's failure to remedy any deficiencies in recordkeeping or failure to provide records to City upon City's request; (vi) Borrower's failure to substantially comply with any applicable federal, state or local laws or City policies governing construction, including but not limited to provisions of this Loan Agreement pertaining to equal employment opportunity and Hazardous Materials;

(c) Operation. (i) discrimination by Borrower on the basis of characteristics prohibited by this Loan Agreement or applicable law; (ii) the imposition of any encumbrances or liens on the Property without City's prior written approval that are prohibited under this Loan Agreement or that have the effect of reducing the priority of or invalidating the Deed of Trust; (iii) any material adverse change in the condition of Borrower or the Project or construction financing or funding for the Project that gives City reasonable cause to believe that the Project cannot be operated according to the terms of the Loan Documents;

(d) General performance of Loan obligation. Any substantial or continuous breach by Borrower of any material obligations on Borrower imposed in the Loan Documents;

(e) General performance of other obligations. Any substantial or continuous breach by Borrower of any material obligations on Borrower imposed by any other agreements with respect to the financing, development, or operation of the Project or the Property, whether or not City and/or Agency is a party to such agreement;

(f) Representations and Warranties. A determination by City that any of Borrower's representations or warranties made in the Loan Documents, any statements made to City by Borrower, or any certificates, documents, or schedules supplied to City by Borrower were untrue in any material respect when made, or that Borrower concealed or failed to disclose a material fact from City.

(g) Damage to Property. Material damage or destruction to the Property by fire or other casualty, if Borrower does not take steps to reconstruct the Property as required by the Loan Documents;

(h) Bankruptcy, dissolution and insolvency. Borrower's or any general partner of Borrower's or any corporation controlling Borrower (i) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or sixty (60) days after the filing; (ii) making a general assignment for the benefit of creditors; (iii) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (iv) insolvency; (v) failure, inability or admission in writing of its inability to pay its debts as they become due.

9.2 **Notice of Default and Opportunity to Cure**. For any Event of Default, City must give written notice thereof to Borrower by specifying: (a) the nature of the event or deficiency giving rise to the Default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall not be less than thirty (30) calendar days (or ten (10) calendar days if the Event of Default is monetary) from the date of receipt of the notice or the date the notice was refused, by which such action to cure must be taken.

Notwithstanding anything to the contrary set forth herein, any "Event of Default" does not constitute an "Event of Default" for the purposes of this Loan Agreement if the defaulting party cures, corrects or remedies the Event of Default within (a) thirty (30) calendar days (ten (10) calendar days if the Event of Default is monetary) from receipt from the non-defaulting party of the aforementioned notice (or refusal thereof), or (b) solely in the event of a nonmonetary Event of Default, if such non-monetary default cannot be reasonably cured within thirty (30) days, such longer period as is necessary to cure such default, provided the defaulting party commences the cure within the thirty (30) day period from receipt (or refusal) of the aforementioned notice and diligently prosecutes such cure to completion.

9.3 **City Remedies**. Upon the happening of an Event of Default by Borrower and a failure to cure such Event of Default within the time specified in section 10.2 above, City's obligation to disburse Loan proceeds will terminate, and City may also, in addition to other rights and remedies permitted by the Loan Documents or applicable law, proceed with any or all of the following remedies in any order or combination City may choose in its sole discretion.

(a) Terminate this Loan Agreement, in which event the entire principal amount outstanding and all accrued interest under the Note, as well as any other monies advanced to Borrower by City under the Loan Documents including administrative costs, will immediately become due and payable at the option of City;

(b) Bring an action in equitable relief (1) seeking the specific performance by Borrower of the terms and conditions of the Loan Documents and/or (2) enjoining, abating, or preventing any violation of said terms and conditions and/or (3) seeking declaratory relief;

(c) Accelerate the Loan, and demand immediate full payment of the principal amount outstanding and all accrued interest under the Note, as well as any other monies advanced to Borrower by City under the Loan Documents;

(d) Enter the Property and take any actions necessary in its judgment to complete construction of the Project including, without limitation, (1) making changes in the Plans and Specifications or other work or materials with respect to the Project, (2) entering into, modifying, or terminating any contractual arrangements (subject to City's right at any time to discontinue work without liability), and (3) taking any remedial actions with respect to Hazardous Materials that City deems necessary to comply with Hazardous Materials Laws or to render the Property suitable for occupancy.

(e) Seek appointment from a court of competent jurisdiction of a receiver with the authority to complete construction as needed to preserve City's interest in seeing the Project developed in a timely manner (including the authority to take any remedial actions with respect to Hazardous Materials that City or the receiver deems necessary to comply with Hazardous Materials Laws or to render the Property suitable for occupancy);

(f) Order immediate stoppage of construction and demand that any condition leading to the Event of Default be corrected before construction may continue;

(g) Disburse any Loan proceeds any amount necessary to cure any Monetary Default;

(h) Enter upon, take possession of, and manage the Property, either in person, by agent, or by a receiver appointed by a court, and collect rents and other amounts specified in the assignment of rents in the Deed of Trust and apply them to operate the Property or to pay off the Loan or any advances made under the Loan Documents, as provided for by the Deed of Trust;

(i) Initiate and pursue any private and/or judicial foreclosure action allowed under applicable law and the power of sale provision in the Deed of Trust;

(j) With respect to defaults under Hazardous Materials provisions herein, pursue the rights and remedies permitted under Civil Code § 2929.5, and Code of Civil Procedure §§ 564, 726.5, and 736; or

(k) Pursue any other remedy allowed at law or in equity. Nothing in this section is intended or will it construed as precluding City from proceeding with a non-judicial foreclosure under the power of sale contained in the Deed of Trust in the Event of Default by Borrower.

ARTICLE 10.
GENERAL PROVISIONS

10.1 **Headings.** The captions and headings in this Loan Agreement are for convenience of reference only, and cannot be deemed to define or limit the provisions hereof. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Loan Agreement. As such, the terms of this Loan Agreement must be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, cannot be employed in the interpretation of this Loan Agreement or any amendments, modifications or exhibits hereto or thereto.

10.2 **Time of Essence.** All times and dates in this Loan Agreement are of the essence.

10.3 **Entire Agreement.** This Loan Agreement and all of the other Loan Documents constitute the entire understanding between the parties hereto with respect to the subject matter hereof, superseding all prior written or oral understandings, and may not be modified, amended or terminated except by a written agreement signed by each of the parties hereto or thereto. Notwithstanding the foregoing, the provisions of this Loan Agreement are not intended to supersede the provisions of the Deed of Trust, but shall be construed as supplemental thereto.

10.4 **Amendment.** Any amendments or modifications to this Loan Agreement and the Loan Documents must be in writing and are valid only if executed by City and Borrower.

10.5 **Severability.** If any provision of this Loan Agreement is determined to be unenforceable for any reason, it will be adjusted rather than voided, if possible, to achieve the intent of the parties. In any event, all of the other provisions will be deemed valid and enforceable to the greatest possible extent.

10.6 **Interpretation.** Words used in the singular shall include the plural, and vice-versa, and any gender shall be deemed to include the other.

10.7 **Notices.** Any communication, notice or demand of any kind that any partner may be required or may desire to give to or serve upon the other partners shall be in writing, addressed to the partners at the addresses set forth below, and delivered by personal service, by Federal Express or other overnight delivery service, by facsimile transmission, or by registered or certified mail, postage prepaid, return receipt requested:

City:	City of Monterey Park 320 W. Newmark Avenue Monterey Park, CA 91754-2896 Attn: City Manager
Borrower:	LINC Housing Development Corporation 110 Pine Street, Suite 500 Long Beach, CA 90802 Attn: SVP and Director of Housing

Any such notice will be deemed delivered as follows: (a) if personally delivered, the date of delivery to the address of the person to receive such notice; (b) if sent by Federal Express or other overnight delivery service, the date of delivery to the address of the person to receive such notice; (c) if sent by facsimile transmission, the date transmitted to the person to receive such notice if sent by 5:00 p.m. Pacific Time, and the next business day if sent after 5:00 p.m. Pacific Time; or (d) if mailed, three (3) calendar days after depositing same in the mail. Any notice sent by facsimile transmission must be confirmed by personally delivering or mailing a copy of the notice sent by facsimile transmission. Any party may change its address or the addressee for notice by written notice given to the other at least five (5) calendar days before the effective date of any such change in the manner provided in this Section.

10.8 **Counterparts**. This Loan Agreement may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

10.9 **Further Assurances**. Each Party must execute, with acknowledgment or affidavit if required, all documents and writings reasonably necessary or desirable for the formation of this Partnership and the achievement of its purpose. Each individual signing this Loan Agreement hereby personally represents and warrants that he or she is duly authorized to execute and deliver this Loan Agreement on behalf of the party for whom or which he or she is signing.

10.10 **Waiver**. Any waiver by City and/or Agency of any obligation in these Loan Documents must be in writing. No waiver will be implied from any delay or failure by City and/or Agency to take action on any breach or default of Borrower or to pursue any remedy allowed under the Loan Documents or applicable law. No waiver of any provision of this Loan Agreement will be deemed effective unless contained in a writing signed by the party against whom the waiver is sought to be enforced. No failure or delay by any party in exercising any right, power or remedy under this Loan Agreement will operate as a waiver of any such right, power or remedy, and no waiver of any breach or failure to perform will be deemed a waiver of any subsequent breach or failure to perform or of any other right arising under this Loan Agreement.

10.11 **Assignment and Assumption.** Borrower cannot assign any of its interests under this Loan Agreement or the Loan Documents to any other party, except as specifically permitted under the terms of the Loan Documents without the prior written consent of City. Any unauthorized assignment is void.

10.12 **Binding on Successors.** All provisions of these Loan Documents are binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Loan Agreement by Borrower without City's consent.

10.13 **Governing Law; Choice of Forum.** This Loan Agreement is governed by and construed in accordance with the laws of the State of California as applied to contracts among residents of California wholly to be performed within the State. The parties agree that any dispute arising in connection with this Loan Agreement will be resolved in the state or federal courts located in Los Angeles County, California.

10.14 **Nonrecourse.** This Loan is a nonrecourse obligation of Borrower. Neither Borrower nor any other party shall have any personal liability for repayment of this Loan. The sole recourse of City for repayment of principal and interest under the Loan is the exercise of the rights of City against the Property.

[Remaining Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Loan Agreement as of the day and year first written above.

CITY OF MONTEREY PARK

____

Attest:

____

Approved as to Form:

____

Attest:

____

By:
Secretary,

Approved as to Form
By:

____

By:

EXHIBIT "B"

PROMISSORY NOTE

$____________ Monterey Park, California

________________, 200__

Property Address:____

FOR VALUE RECEIVED, the undersigned (the "Maker") promises to pay to the CITY OF MONTEREY PARK, on order ("Holder"), at _______________, Monterey Park, California _____, or at such other address as Holder may direct from time to time in writing, ______________ Dollars ($_________) (the "Note Amount"), together with interest as specified below. All sums hereunder are payable in lawful money of the United States of America. This Note is secured by a Deed of Trust (the "Deed of Trust").

1. Affordable Housing Loan Agreement. This Promissory Note (the "Promissory Note" or "Note") is made and delivered pursuant to and in implementation of the Affordable Housing Loan Agreement entered by and between the Holder and the Maker dated ______________, 20__ (the "Agreement"), a copy of which is on file as a public record with the Holder and is incorporated herein by reference. The Maker acknowledges that but for the execution of this Promissory Note, the Holder would not have entered into the Agreement or make the loan. Unless terms are expressly defined below, each term has the same definition as in the Agreement.
2. Interest Rate. The Note Amount will accrue interest at XXX.
3. Time of Payment. The Agreement sets forth the time for payment. Notwithstanding any provision in the Agreement, the transfer of the Residence solely as a result of the marriage, divorce, incompetency or death of one or more individuals constituting the Holder will not accelerate the term of this Promissory Note or cause the Note Amount to become due and payable, so long as the transferee(s) give notice to the Holder of such event within thirty (30) days of its occurrence and the transferee(s) assume the Maker's obligations under this Promissory Note, by execution of an assignment and assumption agreement to be provided by the Holder.
4. Security for Note. This Promissory Note is secured by a second Deed of Trust executed by Maker as Trustor in favor of Holder as Trustee.
5. Prepayment of Note. Maker may prepay this Note to Holder at any time, provided that any prepayment must be in full and not in part. Prepayment will be treated in the same manner as refinancing of the Property.
6. Holder May Assign. Maker may, at its option, assign its right to receive repayment of the proceeds of this Promissory Note to a nonprofit entity (including the City of Monterey Park) without obtaining the consent of the Maker or the holder of the First Lien, or to a profit-making entity with the prior written consent of the holder of the First Lien.

7. Maker Assignment. In no event can Maker assign or transfer any portion of this Promissory Note without the prior express written consent of the Holder, which consent may be given by the Holder only in the event that the Holder determines that the assignee or transferee is an Eligible Person or Family, that the assignee's or transferee's monthly housing payments are at an Affordable Housing Cost, and that the assignee or transferee expressly assumes this Promissory Note and the Agreement by execution of a written assignment document to be provided by the Holder. This section does not affect or diminish the Holder's right to assign all or any portion of its rights to the proceeds of this Note.

8. Joint and Several. The undersigned, if more than one, are jointly and severally liable hereunder.

9. Amendments. This Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be so firmly attached to this Note.

10. Maker's Waivers. Maker waives any rights to require the Holder to: (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), and (c) obtain an official certification of nonpayment (known as "protest").

11. Notice. Any notice that must be given to Maker under this Note must be given by personal delivery or by mailing it by certified mail addressed to Maker at the Property address above or such other address as Maker may direct from time to time in writing. Failure or delay in giving any notice required hereunder does not constitute a waiver of any default or late payment nor will it change the time for any default or payment. Any notice to Holder must be given by certified mail at Holder's address stated in the preamble to this Note.

12. Successors Bound. This Promissory Note is binding upon the parties and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Maker has executed this Promissory Note as of the date set forth above.

By:
Printed Name:

By:
Printed Name:

EXHIBIT "C"

RECORDING REQUESTED BY AND)
When Recorded Mail To:)
)
City of Monterey Park)
)
Monterey Park, CA)
Attn:)
)

Exempt from recording fee pursuant to Government Code Section 27383

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST WITH ASSIGNMENT OF RENTS ("Deed of Trust" or "DOD"), is made as of , 20__, by ________________________________ ("Trustor"), whose address is ____, to ____ ("Trustee"), for the benefit of the CITY OF MONTEREY PARK, a general law city and municipal corporation ("Beneficiary"), having an office located at _______________, Monterey Park, California ________.

Trustor grants to Trustee in Trust, with Power of Sale, that property in the City of Monterey Park, County of Los Angeles, State of California, described as:

See attached Exhibit A, incorporated herein

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of indebtedness in the principal amount of $____________, according to the terms of a Promissory Note dated ________ made by Trustor, payable to order of Beneficiary, and extensions or renewals, and (2) the performance of each agreement of Trustor incorporated by reference or contained in this DOD (3) payment of additional sums and interest which may be subsequently loaned to Trustor, or Trustor's successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Placer	1028	379
Alpine	3	130-31	Plumas	166	1307
Amador	133	438	Riverside	3778	347
Butte	1330	513	Sacramento	5039	124
Calaveras	185	338	San Benito	300	405
Colusa	323	391	Los Angeles	6213	768
Contra Costa	4684	1	San Francisco	A-804	596
Del Norte	101	549	San Joaquin	2855	283
El Dorado	704	635	San Luis Obispo	1311	137
Fresno	5052	623	San Mateo	4778	175
Glenn	469	76	Santa Barbara	2065	881
Humboldt	801	83	Santa Clara	6626	664
Imperial	1189	701	Santa Cruz	1638	607
Inyo	165	672	Shasta	800	633
Kern	3756	690	San Diego SERIES 5 Book 1964, Page 149774		
Kings	858	713	Sierra	38	187
Lake	437	110	Siskiyou	506	762
Lassen	192	367	Solano	1287	621
Los Angeles	T-3878	874	Sonoma	2067	427
Madera	911	136	Stanislaus	1970	56
Marin	1849	122	Sutter	655	585
Mariposa	90	453	Tehama	457	183
Mendocino	667	99	Trinity	108	595
Merced	1660	753	Tulare	2530	108
Modoc	191	93	Tuolumne	177	160
Mono	69	302	Los Angeles	2607	237
Monterey	357	239	Yolo	769	16
Napa	704	742	Yuba	398	693
Nevada	363	94			
Orange	7182	18			

does inure to and bind the parties to this DOD, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties), are incorporated and made a part of this Deed of Trust by reference for all purposes and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale be mailed to him at his address set forth above.

The Deed of Trust Rider executed by Trustor is attached hereto, marked as Exhibit B, and made part of this Deed of Trust.

Signature of Trustor:

____

____

EXHIBIT "A"

LEGAL DESCRIPTION

That real property located in the State of California, County of Los Angeles, City of Monterey Park, and described as follows:

[To Be Inserted]

EXHIBIT B

RIDER TO DEED OF TRUST

This Rider to Deed of Trust is subject to the terms and conditions of the Affordable Housing Loan Agreement dated _______________, 20__ (the "Loan Agreement") and incorporated by reference, pursuant to which Beneficiary agreed to loan Trustor the sum of ______________Dollars ($_______) (the "Loan Amount"). All terms in this Rider to Deed of Trust, if not otherwise defined, have the same meanings as in the Loan Agreement.

1. Acceleration of Payment. Except as provided in the Loan Agreement with respect to the sale of the Property to an Eligible Person or Family at an Affordable Housing Cost, the Agency Loan becomes due and immediately payable upon the occurrence of any one of the following events of acceleration: (i) sale or transfer of the Property, including, without limitation, lease, exchange or other disposition of the Property or any property interest, whether voluntary or involuntary, except a sale or transfer which under federal law, would not, by itself, permit Beneficiary to exercise a due on sale or due on encumbrance clause, (ii) the refinancing of the First Lien for a loan amount in excess of the then-current loan balance secured by the First Lien, plus customary and reasonable costs of refinancing which are actually included in the new loan, (iii) such time if or when Trustor is no longer an occupant of the Property pursuant to the Loan Agreement or is in default of any other obligation under the Loan Agreement, or (iv) the close of a probate estate following the death of Trustor, except to a surviving spouse. Notwithstanding the above, the transfer of the Property solely as a result of the marriage, divorce, incompetency or death of one or more individuals constituting the Trustor will not accelerate the Note Period or cause the Agency Loan to become due and payable, so long as the transferee(s) give notice to Beneficiary of such event within thirty (30) days of its occurrence and the transferee(s) assume the Trustor's obligations under this Agreement, by execution of an assignment and assumption agreement to be provided by Beneficiary. At the request of Trustor, Beneficiary may, in its sole and absolute discretion, in writing waive some or all of the requirements of this Section 1 and defer repayment and/or extend the term of the Agency Loan. Notwithstanding the foregoing, Trustor may upon written approval by Beneficiary refinance the First Lien for a loan amount equal to or less than the then current loan balance secured by the First Lien, plus customary and reasonable costs of refinancing.

2. Sale to Eligible Person or Family at Affordable Housing Cost. Notwithstanding the provisions of Section 1, if the Residence is sold by the Trustor to a Buyer who is an Eligible Person or Family, such Buyer is approved by Agency, and the Sales Price does not exceed an Affordable Housing Cost, to such Buyer, then the Note Amount will not then be due and payable, provided the Eligible Person or Family assumes the obligations of the Agreement, the Note and this Deed of Trust. In order to verify the Buyer's status as an Eligible Person or Family, Trustor must submit to Beneficiary the identity of the proposed Buyer and adequate information evidencing the income of the proposed Buyer. Such information must be submitted together with the notice of proposed sale pursuant to Section 1 not less than fifteen (15) days before the proposed sale and include original or true copies of pay stubs, income tax records or other financial documents in order that Beneficiary may determine and verify the household income of the proposed Buyer to determine Eligible Person or Family status and whether the

Property is available to such Buyer at Affordable Housing Cost. Beneficiary may request additional information reasonably required to verify the proposed Buyer's Status as are Eligible Persons or Family. If Beneficiary is unable to verify the Buyer's income before the proposed sale, then the Buyer's income is be deemed to exceed the maximum allowable income limit for Eligible Persons and Families.

"Affordable Housing Cost" for the purposes of this Deed of Trust is the purchase price (inclusive of the Agency Loan) which would result in a Monthly Housing Cost which does not exceed the product of thirty-five percent (35%) times eighty percent (80%) of Los Angeles County median income adjusted for family size appropriate for the Property.

"Eligible Person or Family" means a Lower Income Household.

"Monthly Housing Cost" includes all of the following associated with the Property, estimated or known as of the date of the proposed sale of the Property:

A. Principal and interest payments on a mortgage loan including any associated rehabilitation loans and any loan insurance fees .

B. Property taxes and assessments.

C. Fire and casualty insurance covering replacement value of property improvements.

D. Any homeowner association fees.

E. A reasonable utility allowance.

Monthly Housing Cost of a purchaser will be an average of estimated costs for the next twelve (12) months.

3. Covenants Do Not Impair Lien. The provisions of the Loan Agreement, the Promissory Note, and the Deed of Trust are subordinate to the First Lien on the Property held by the Lender and will not impair the rights of Lender, or Lender's assignee or successor in interest, to exercise its remedies under the First Lien in the event of default under the First Lien by Trustor. Such remedies under the First Lien include the right of foreclosure, acceptance of a deed or assignment in lieu of foreclosure, or assignment of the mortgage to the Secretary of the United States Housing and Urban Development ("HUD"). Thus, any party, its successors and assigns, receiving title to the Property through a trustee's sale, judicial foreclosure sale, deed in lieu of foreclosure or assignment to HUD, and any conveyance or transfer thereafter, receive title free and clear of the Loan Agreement, the Promissory Note, and the Deed of Trust.

4. Protection of Beneficiary's Rights in the Property. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect Beneficiary's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Beneficiary may do and pay for whatever is necessary to protect the value of the Property and Beneficiary's rights in the Property. Beneficiary's actions may include paying any sums secured by a lien which has

priority over this Deed of Trust, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Beneficiary may take action under this Section 4, Beneficiary does not have to do so.

Any amount disbursed by Beneficiary under this Section 4, becomes additional debt of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, these amounts bear interest from the date of disbursement at 9% per annum or the maximum legal rate, whichever is less, and are payable, with interest, upon notice from Beneficiary to Trustor requesting payment.

IN WITNESS WHEREOF, Trustor has executed this Rider to Deed of Trust as of the date set forth above.

By:
Printed Name:

By:
Printed Name:

STATE OF CALIFORNIA)
) ss.
COUNTY OF ____________)

On ____________, before me, ____________ (Print Name of Notary Public), Notary Public,

personally appeared ____________,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

____
Title(s)

☐ Partner(s) ☐ Limited
☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: ____________

Signer is representing:
Name Of Person(s) Or Entity(ies)

____

____

DESCRIPTION OF ATTACHED DOCUMENT

____
Title Or Type Of Document

____
Number Of Pages

____
Date Of Document

____
Signer(s) Other Than Named Above

STATE OF CALIFORNIA)
) ss.
COUNTY OF ____________)

On ______________, before me, ______________ (Print Name of Notary Public), Notary Public,

personally appeared ______________________________,

☐ personally known to me
-or-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: ______________

Signer is representing:
Name Of Person(s) Or Entity(ies)

____

____

DESCRIPTION OF ATTACHED DOCUMENT

____
Title Or Type Of Document

____
Number Of Pages

____
Date Of Document

____
Signer(s) Other Than Named Above

EXHIBIT D

BORROWER DISCLOSURE STATEMENT

I/we ("Participant") are obtaining financial assistance (the "Agency Loan") from the City of Monterey Park (the "Agency") to assist me/us to purchase the above described property (the "Property"), pursuant to a program offered by Agency (the "Program") related to affordable housing. I/we understand that the Agency Loan is conditional on a number of factors, including, without limitation:

- I/we have signed or will sign an Affordable Housing Loan Agreement, Promissory Note, Deed of Trust and Declaration of Conditions, Covenants and Restrictions in connection with the Agency Loan. I/we have read or had explained to us the terms and conditions of all of those documents. I/we understand that all of those documents impose binding legal obligations on me/us.
- I/we understand that the full amount of a $________ loan will be due and payable if I sell or otherwise transfer this property to non-eligible persons, or if I fail to reside at this property.
- I/we understand that these obligations and restrictions are fully set forth in the following documents that are part of this sale and that this Borrower Disclosure Statement is a simple summary of some of the restrictions on this property:
    - Affordable Housing Loan Agreement: The Affordable Housing Loan Agreement explains the terms of the loan from the Agency, maintenance and occupancy requirements, and other requirements.
    - Promissory Note: An agreement to pay $________ to the Agency.
    - Deed of Trust: Allows the Agency to foreclose on the property if I do not repay the loan when it is due.
- I/we must qualify for a home loan from a responsible lender.
- I/we must make a down payment of at least three percent (3%) of the home purchase price, plus closing costs.
- I/we must qualify as a "Lower Income Household" under the guidelines of the Program.
- My/our monthly payments for housing expenses may not be less than $__________ nor exceed $______________, as more specifically defined by Health and Safety Code § 50052.5 and the Affordable Housing Cost Worksheet available from Agency.
- During the term of the Agency Loan, I/we must continuously occupy the Property and I/we cannot rent or lease the Property.

- An appraisal fee may be payable by me/us upon the following: (i) the loan becomes due upon sale, (ii) the Property is refinanced, (iii) I/we no longer occupy the Property, or (iv) I/we are/am in default of any provision of the Promissory Note and Affordable Housing Loan Agreement.

- Agency is not responsible for any costs associated with the home I/we purchase with such assistance including, without limitation, any loan fees or charges, any charges for appraisals or any escrow costs or other costs relating to the transfer of the Property.

- Agency is not responsible for the competitiveness of the terms of the Program. I/we assume all responsibility for determining whether I/we will inform myself/ourselves as to the availability and terms of other public or private loans.

- The Agency financial assistance I/we receive under this Program may be considered to be income for purposes of federal or state income taxes and Agency is not responsible for the payment of any taxes which I/we may incur by virtue of the receipt of such financial assistance.

- I/We have a right to cancel or rescind the Agency Loan at any time before midnight on the third business day after the Affordable Housing Loan Agreement is signed by sending a notice of my/our decision to rescind or cancel the Agency Loan to:

  City of Monterey Park

  Monterey Park, California
Attention:

- I/We are responsible for payment of the cost of a title insurance policy insuring the Deed of Trust to be recorded against the Property to secure Agency's right to repayment of the Agency Loan.

- Agency cannot ensure that information provided by or on my/our behalf will be kept confidential.

- Agency is not responsible for selecting a home or providing information concerning other public or private sources of loans.

- Agency is not charged with the knowledge of the contents of the documents of the lender.

- All loans and funding requests must be approved by the ________ of Agency. Therefore, a minimum 30 day escrow may be necessary.

NOTICE OF RIGHT OF RESCISSION

(Identification of Transaction)

Notice To Customer Required By Federal Law:

You have entered into a transaction on , 20 , which may result in a lien, mortgage or other security interest on your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within three business days from the above date or any later date on which all material disclosures required under the Truth in Lending Act have been given to you. If you so cancel the transaction, any lien, mortgage or other security interest on your home arising for this transaction is automatically void. You are also entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying

City of Monterey Park
(Name of Creditor)

at , Monterey Park, California
(Address of Creditor's Place of Business)

by mail or telegram sent not later than midnight on , 200 .
(Date)

You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below.

I hereby cancel this transaction.

(Date) (Owner's Signature)

SEE NEXT PAGE FOR IMPORTANT INFORMATION ABOUT YOUR RIGHT OF RESCISSION

ACKNOWLEDGMENT OF RECEIPT OF TWO COPIES OF NOTICE

Each of the undersigned hereby acknowledges receipt of two completed copies of the Notice of Right of Rescission.

(Owner's Signature) (Date)

(Owner's Signature) (Date)

EFFECT OF RESCISSION. When a customer exercises his right to rescind he is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within ten (10) days after receipt of a notice of rescission, the creditor shall return to the customer any money or property given as earnest money, down payment or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the customer, the customer may retain possession of it. Upon the performance of the creditor's obligations under this section, the customer shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the customer shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the customer, at the option of the customer. If the creditor does not take possession of the property within ten (10) days after tender by the customer, ownership of the property vests in the customer without obligation on his part to pay for it.

EXPIRATION OF RESCISSION PERIODS

Direct Loans
(Truth in Lending - Real Estate and Home Improvement Loans)

$__________

Owner's Name

Loan Amount

Address of Residence

In connection with the Agreement of the City of Monterey Park ("City") to make the loan described above, which will be secured by a deed of trust on the residence at the above address, each of the undersigned hereby represents as follows:

1. The undersigned understands the terms of this Agreement and its attachments.
2. The undersigned has been notified that it must inform City by today's date should any of them desire to rescind or terminate this transaction.
3. The undersigned acknowledges that this loan has not been funded for at least three days from the date of execution, in order to provide them with an opportunity to rescind should they so desire.
4. City agreed, subject only to the occurrence of certain conditions, to make the above described loan and delivered to each undersigned a Disclosure Statement setting forth terms of said loan and a Notice of Right of Rescission advising each undersigned of their right to rescind and cancel said transaction in accordance with the Truth in Lending Act on or before the date the undersigned executed this document.
5. Before the date shown above, no proceeds of said loan have been disbursed to or for the benefit of any of the undersigned.
6. None of the undersigned have canceled or rescinded the above described loan transaction nor have any of the undersigned notified said City of any intention to cancel or rescind said loan transaction.

The undersigned request the City of Monterey Park to proceed with the making of the above described loan in reliance upon the foregoing representations.

(Owner's Signature) (Date) (Owner's Signature) (Date)

City Council Staff Report

DATE: March 19, 2014

AGENDA ITEM NO: **New Business Agenda Item 6-A.**

TO: The Honorable Mayor and City Council

FROM: Chu Thai, Management Services Director

SUBJECT: Consideration regarding adopting a Resolution Establishing Procedures for Increasing Water, Wastewater and Solid Waste Fees in Accordance with the Requirements of Proposition 218

RECOMMENDATION:

Recommendations: It is recommended that the City Council:

(1) Adopt Resolution ____ establishing procedures for increasing water, wastewater and solid waste fees in accordance with the requirements of Proposition 218; and

(2) Receive and file this report.

EXECUTIVE SUMMARY: For water, wastewater and solid waste rate increases, the California Constitution (Proposition 218) requires that local governments give a special form of mailed notice at least 45 days before holding a public hearing. Property owners may then submit a written protest to the rate increases. Out of the 16,359 parcels in Monterey Park, 8,180 valid protest are needed to stop the rate increase by the voters. The draft resolution, if adopted, would help facilitate the Proposition 218 proceedings.

BACKGROUND: In November 1995, California voters approved Proposition 218 requiring certain procedures be followed with regard to "property-related" fee increases imposed by governmental agencies. In July 2006, the California Supreme Court decision (*Bighorn-Desert View Water Agency v. Verjil*) clarified that water and wastewater charges are property-related fees subject to the requirements of Article XIIID, Section 6 of the California Constitution ("Art. XIIID"). Based upon that decision, solid waste fees are also subject to Proposition 218 proceedings.

For agencies that impose water, wastewater and solid waste collection fees, the Bighorn decision has three basic implications. First, the adoption and increase of "property related fees" are subject to Proposition 218's procedural requirements (Art. XIII D, § 6(a)). These procedural provisions require detailed noticing to each property owner 45 days before the hearing on the fee and prohibit the adoption of the fee or increase if a majority of the property owners protest the imposition or increase in writing. Second, property related fees are subject to Proposition 218's substantive requirements (Art. XIII D, § 6(b)). Among other things, the substantive requirements provide that the amount of the fee "shall not exceed the proportional cost of the service attributable to the parcel," and that revenues from the fee "shall not exceed the funds required to provide the service" and "shall not be used for any purpose other than that for which the fee was imposed." Third, "property related fees" are subject to the power of the electorate to reduce them by initiative (Art. XIII C, § 3). To comply with Proposition 218, the City must:

1. Develop a Notice of Public Hearing on Proposed Increases to Water, Sewer and Solid Waste Rates, citing the proposed maximum rates, how the property owner can calculate their bill, how the revenues will be utilized, general information about the scheduled public hearing and instructions on how to protest the proposed rates;
2. Mail the notices to property owners and/or tenants at least 45 days before the scheduled public hearing; and
3. Collect and maintain a count of all written protest votes received. The City cannot impose the new rates if 50% plus one unique parcel protests are submitted to, and validated by, the City Clerk. Immediately after the close of the public hearing, the City Clerk will make a determination if a majority protest exists and report the results to the City Council. If a majority protest does not exist, the City Council is authorized to adopt proposed rates by ordinance. If a majority protest does exist, the City Council could – at its discretion – place the matter on the ballot for voter approval.

Wastewater, a term more commonly used by the State of California, is often referred to as sewer at local municipalities. Similarly, the term solid waste is synonymous with refuse and trash. Within the context of all rate increases, "property owners" include tenants who are directly liable to pay the proposed water, wastewater or solid waste fees or charges.

<u>Guidelines for the Submission and Tabulation of Protests</u>

Regrettably, the legal requirements for procedures related to notice and protests are relatively brief. They are not clear regarding, for example, how local agencies should count protests they receive. Therefore, it is recommended that the City Council adopt guidelines that establish Proposition 218 protest proceedings. The proposed guidelines (Attachment A) are consistent with those adopted by other California cities, and could be used for all future Proposition 218 notices for Monterey Park water, sewer and solid waste rates. There are currently 16,359 parcels in Monterey Park; 8,180 properly submitted protests will stop the rate increases by the voters.

Staff and the City Attorney has determined that the protest ballots should be mailed out to both the property owners and utility customers. These two lists reside on separate databases. Staff will make efforts to merge the lists and eliminate duplications before mailing, however many households will receive multiple notices.

Rate Implementation Timeline

Staff will follow the schedule below to implement the water, sewer and solid waste rate increases.

Schedule for Proposed Rate Increases

Date 2014	Action	Responsibility
In Progress	Begin preparation of Prop 218 Notice. Obtain parcel owner and utility customer databases. Identify mailing company. Draft notice for legal review	Chu/Tim
Wed, Mar 19	Council Information - Rate Adjustment Timeline Council Information - Water/Sewer	Chu Ron/Chris
Wed, Apr 2	Council Information - Solid Waste Council Direction - Water, Sewer & Solid Waste Rates	Ron/Chris Ron/Chu
Wed, Apr 16	**Council to approve Prop 218 Notice and determine proposed rates**	**Chu/Ron**
Fri, Apr 25	Notice mailed out	Tim
May	Water and Sewer System Tour - One Saturday	Chris
Wed, Jun 18	**Public Hearing for Water, Sewer and Solid Waste Rate Increase**	**Chu/Ron**
Jul-Aug	Mgt Svs update utility billing system and prepare staff for questions. Information on infrastructure rehabilitation and water conservation in utility bills	Tim
Mon, Sep 1	**Rate adjustments go in effect - Increases will show on October bills.**	**Tim/Chu**

Analysis of Water System

The existing water rates, which have been in effect since October 1, 2009, generate approximately $10.6 million annually. The water rates must be adjusted to generate $14 million-$20 million per year to repair, replace or rehabilitate the water system.

For informational purposes, the chart below compares the current average monthly water bills for single family residential (5/8" and 3/4" meter) accounts.

Municipal Water Rate Comparison - Residential

Agency	Current
Monterey Park	**$28.82**
California Water Service Co.	$53.52
Golden State Water Co.	$54.05
San Gabriel Valley Water Co.	$55.31
City of Covina	$30.71
City of Alhambra	$46.36

The City of Monterey Park provides domestic water service to a population of approximately 61,500 residents, as well as commercial, industrial, and public facilities. There are approximately 12,300 active water meter accounts. Highlights of the City's water system consists of:

- 136.6 miles (721,250 feet) of transmission and distribution system pipe ranging from 2-inch to 36-inches in diameter
- 8 active wells, 3 standby wells, and 1 inactive well
- 11 storage reservoirs and 2 settling tanks
- 11 booster pump stations
- Groundwater treatment facilities at the Delta Plant, and at Well 5 and Well 12
- 1 imported water supply connection

The existing system dates back to the 1929s. Approximately 72 percent of the transmission and distribution system was constructed before 1960, and 35 percent of the system was installed during the 1950's. The City's existing potable water supply consists almost entirely of groundwater from the City's wells produced from the Main San Gabriel Basin (Main Basin).

The City's Water Master Plan was updated in 2012. The Master Plan recommended a comprehensive capital improvement program (CIP) that will improve the system to meet the established criteria, properly maintain the system's assets, and replace the facilities that have reached the end of their useful lives. The current estimated cost of the CIP is $99.9 million. The recommended CIP will replace 18.2 miles (95,895 feet) of pipe for fire flow improvements, which includes some of the older pipe that has reached the end of its useful life. However, it will not address all the replacements needed, which currently total over 264,000 feet. Therefore, an aggressive pipe replacement program is recommended to mitigate the risk of having to tend to problems under emergency conditions and consequent very high costs.

Analysis of Sewer System

The City current sewer service charge is $0.0810 per 100 cubic feet of water used, and generates approximately $300,000 annually. Based on a January 2014 study, sewer rates must be adjusted to support a $12.8 million Sewer Capital Improvement Program to repair, replace or rehabilitate the sewer system.

For informational purposes, the chart below compares the current average monthly sewer bills for single family residential (5/8" and 3/4" meter) accounts.

Municipal Sewer Rate Comparison - Residential

Agency	Current
Monterey Park	**$1.86**
Alhambra	$11.93
South Pasadena	$10.38
Azusa	$11.18
Downey	$7.08
Whittier	$7.06

A September 2012 engineering study titled Sewer System Financial Evaluation and Sewer Rate Recommendations (Attachment C) proposed a rate increase that will support $1 in annual sewer system repairs, replacements and rehabilitations.

The existing sewer collection system consists of about 665,000 feet (126 miles) of gravity sewers ranging in size from 6-inches to 15-inches in diameter, and 2,498 manholes.

The City prepared a Sewer System Management Plan (SSMP) in 2009. The SSMP recommended pipe replacements due to capacity problems; preparing a complete map of the system; updating of the sewer master plan (SECAP); preparing a Fats, Oils, and Grease Program; CCTV inspection of the system; updating the Emergency Overflow Response Plan; staff training; and implementing an asset management plan and a computerized maintenance management system, with a total cost of $4.8 million (2009 value).

A January 2014 engineering study titled Wastewater Collection System Master Plan Update (Attachment D), provided the City with a more current and comprehensive assessment of Monterey Park's sewer system. The report stated that the City was able to conduct video inspection for 35% of the sewer system, and that 65% of the community sewer infrastructure has never been inspected. Some pipelines were installed over 100 years ago, and 50 years beyond its life expectancy. The estimated cost to update the sewer system is $12.8 million within a 10 year timeframe. As more sewer lines are inspected, additional CIP projects will be identified, and rates will be further adjusted.

<u>Analysis of Solid Waste</u>

The chart below compares the current monthly solid waste bills for residential accounts with one 96 gallon trash and one 96 gallon recycle containers.

Municipal Solid Waste Rate Comparison - Residential

Agency	Current
Monterey Park	**$19.54**
Alhambra	$21.45
South Pasadena	$40.84
Azusa	$22.16
Downey	$17.27
Whittier	$21.92

The Fiscal Year 2013-14 Mid Year Review Report (Attachment E) presented by staff projects FY 2014-15 refuse fund revenues at $5.8 million and operating expenses at $6.8 million. This $1 million net loss in the refuse fund supports the need to increase solid waste rates by 15%.

ALTERNATIVE COUNCIL CONSIDERATIONS:
Seek additional information from staff.

FISCAL IMPACT:
There is no impact in the submission of this report.

Respectfully submitted,

Chu Thai
Director of Management Services

Approved By:

Paul L. Talbot
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:
- Attachment A-Resolution Submission Guidelines
- Attachment B - Water Rate Study, September 2012
- Attachment C - Sewer Rate Study, September 2012
- Attachment D - Wastewater Collection System Master Plan Update 2014
- Attachment E - Mid Year Review, Refuse Fund

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK ESTABLISHING PROCEDURES FOR INCREASING WATER, WASTEWATER, AND SOLID WASTE FEES IN ACCORDANCE WITH THE REQUIREMENTS OF PROPOSITION 218.

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

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

A. On July 24, 2006, the California Supreme Court confirmed that charges for water and wastewater services are subject to Proposition 218 procedures (*Bighorn-Desert View Water Agency v. Verjil* (2006) 39 Cal.4th 205);

B. The City Council anticipates that there will be future increases in water, wastewater, and solid waste rates. Adopting the policies and procedures set forth in this Resolution will help implement the requirements set forth in Article XIIID of the California Constitution and help ensure that the rights of those persons that are authorized to protest service charges are preserved;

C. Elections Code § 4000(c)(9) provides that any protest ballot proceeding required or authorized by California Constitution Articles XIIIC or XIIID may be conducted wholly by mail. In the event a protest ballot process is required, the City Council seeks to achieve higher awareness of those affected by the proposed increase, provide an orderly protest process for both those receiving the ballots and the City, ensure to the extent practicable that there is some verification process regarding the protests received, and to reduce the costs of the protest ballot process; and

D. Adopting this Resolution is in the public interest for the reasons set forth above and as further stated within Article XIIID and the Proposition 218 and state legislation relating to the implementation of Proposition 218.

SECTION 2: The City Council adopts the procedures set forth in this Resolution for conducting all proceedings required by California Constitution Article XIIID for utility fee (as defined below) increases. Where no specific procedures are imposed by Article XIIID or the Proposition 218 Omnibus Implementation Act (Government Code §§ 53750, *et seq.*), the procedures set forth in this Resolution apply. This Resolution may be referred to as the "Proposition 218 Protest Proceedings Resolution."

SECTION 3: *Definitions.* Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Resolution. Words and phrases not defined by this chapter will have the meaning set forth in California Constitution Article XIIID or the Proposition 218 Omnibus Implementation Act.

A. "Act" means the Proposition 218 Omnibus Implementation Act found at Government Code §§ 53750, *et seq.*;

B. "Article 13D" means California Constitution Article XIIID, § 6;

C. "Manager" means the City Manager or designee;

D. "Property owner" has the same meaning set forth in Article 13D and also pursuant to the Act includes tenancies of real property where tenants are directly liable to pay the proposed water, wastewater, or solid waste fee or charge;

E. "Protest" means a written protest filed with the City Clerk in accordance with Article 13D, the Act, and this Resolution as described in Article 13D, § 6(a)(2);

F. "Utility fee" means a fee or charge imposed for potable water, wastewater, or solid waste services provided to customers in accordance with the Monterey Park Municipal Code ("MPMC"), and other applicable law, by the City of Monterey Park.

SECTION 4: *Calculation of the fee and proposed increase.* Utility fees must be calculated in accordance with the recommendations in the latest independent Rate Study report or City's internal financial analysis.

SECTION 5: *Administration of Proceedings.* The City Manager, or designee, is authorized to implement this Resolution in a manner consistent with the California Constitution and other applicable law.

SECTION 6: *Notice.* Notice of a proposed utility fee increase is provided as follows:

A. In general, the City will identify the record property owner(s) of each parcel to which the utility fee would be applied from it's billing system database and/or the latest equalized tax roll produced by Los Angeles County. The City's Utility Billing database and the equalized tax roll is presumptive evidence of ownership of the land for voting purposes.

B. If either the City's Utility Billing Database or Los Angeles County Recorder's website shows that more than one property owner has an interest in a parcel, all property owners (each property owner) must receive notice at the address shown for the property owner. Both property owners and parties financially responsible for paying the fee will be provided notice. In the event that notice is sent for a utility service for which the City is not currently charging a fee, the notices will be sent to the property owner based upon the Los Angeles County Recorder's website and to the street address to which the service would be provided if the address is different than the address designated for the property owner on the Los Angeles County Recorder's website.

C. The notice must be sent by mail at least forty-five (45) days before the date set for the public hearing on the utility fee.

D. The form of the notice of hearing will be approved by the City Council and be on file with the City Clerk.

E. The notice provided by these procedures, in accordance with Article 13D, supersedes and is in lieu of notice required by any other statutes to levy or increase a utility fee.

F. The City Clerk, or designee, may certify the proper mailing of notices by an affidavit which constitutes conclusive proof of mailing in the absence of fraud.

G. Failure of any person to receive notice does not invalidate the proceedings.

SECTION 7: *Protests against Utility Fee Increases.*

A. The property owner(s) of parcels subject to the proposed fee increase are entitled to a single protest for each parcel. When a parcel is held as community property or in joint tenancy or as a tenancy in common, any spouse or joint tenant or tenant in common is presumed to have authority to cast a protest on behalf of such parcel.

B. Executors, administrators, and guardians may cast a protest on behalf of the estate represented by them. If such representatives are shown on the latest assessment roll as paying taxes and assessments on behalf of the property owner(s), that fact establishes the right of such representative(s) to cast a protest. If such representatives are not shown on the latest assessment roll, the representatives may file with the City Clerk, at any time before the commencement of the public hearing, or the date of the election, as the case may be, certified copies of the written documentation establishing the legal representation.

C. The protest of any public or quasi-public corporation, private corporation, or unincorporated association may be signed by any person so authorized in writing by the board of directors or trustees or other managing body thereof.

D. The Manager is designated as the voting representative with respect to City-owned property.

E. In any case where the documentation provided to the City Clerk in is ambiguous or unclear, the City Attorney will determine whether the documentation is adequate for the purpose provided.

F. In the event a property owner loses or misplaces a protest ballot, upon request by the property owner the City will provide a replacement protest ballot unless a properly filled out protest ballot has already been received for the parcel of property.

SECTION 8: *Public Hearing.*

A. Only protest ballots that (i) were provided by the City to the property owner in the form approved by the Council and (ii) are properly filled out and legibly signed by an eligible property owner is made will be counted as a valid protest. Only one protest may be counted for each parcel of property regardless of the number of protests filed by property owners for the parcel.

B. The City Clerk must stamp each written protest the date and time it is filed with the City Clerk for purposes of establishing whether the protest was filed before the close of the public testimony portion of the public hearing. No protest received after the close of the public testimony portion of the public hearing can be counted in determining the amount of protest, but the Council may, in its discretion, consider such protests in making its decision. Written protests may be withdrawn in writing at any time before the conclusion of the public testimony portion of the public hearing.

C. At the time and place fixed for the hearing, or at any time to which the hearing is adjourned, the Council must:

1. Hear all persons interested in the matter of the proposed fee increase;

2. Hear all objections, protests or other written communications from any owner of property subject to the proposed utility fee; and

3. Take and receive oral and documentary evidence pertaining to the proposed fee increase.

4. The hearing may be continued from time to time, as the Council determines necessary to complete its consideration of the proposed fee increase.

5. If the Council determines, at the close of the public testimony portion of the public hearing, that votes were received from property owners representing a majority of the parcels subject to the proposed fee increase, the Council will adopt a resolution setting forth the results of the protest ballot process; the proceedings will then be closed; and the utility fee cannot be approved by the City Council.

6. If the Council determines at the close of the public testimony portion of the public hearing that written protests were not received from property owners representing a majority of the parcels subject to the proposed utility fee, the Council will adopt a resolution setting forth the results of the protest ballot process and then may, by Ordinance, change the utility fee so long as in an amount that does exceed the amount and methodology set forth in the public notices sent to the property owners.

SECTION 9: *Environmental Review*. 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 establishes rules and procedures to implement government funding mechanisms; does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this Resolution does not constitute a "project" that requires environmental review (*see* specifically 14 CCR § 15378(b)(4-5)).

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

SECTION 11: The City Clerk is directed to certify the passage and adoption of this Resolution; and cause it to be entered into the City of Monterey Park's book of original Resolutions.

SECTION 12: This Resolution will take effect immediately day following its final passage and adoption.

PASSED AND ADOPTED this _______ day of ___________, 2014.

____
Anthony Wong, Mayor

ATTEST:

____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM
MARK D. HENSLEY, City Attorney

By: _________________________
Karl H. Berger, Assistant City Attorney

ATTACHMENT B

CITY OF MONTEREY PARK

WATER SYSTEM FINANCIAL EVALUATION
AND
WATER RATE RECOMMENDATIONS

Submitted to:

City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754

Submitted by:

AKM Consulting Engineers
553 Wald
Irvine, California 92618
(949) 753-7333

September 17, 2012

TABLE OF CONTENTS

Section		Page
1	EXISTING SYSTEM	1
2	CAPITAL IMPROVEMENT PROGRAM	6
3	WATER FUND	6
4	ALTERNATIVE FUNDING SCENARIOS	9

LIST OF TABLES

Table No.		Page
1	Pipe Length by Decade of Construction	1
2	Past 10 Year Pipe Breaks	4
3	Capital Improvement Program	7
4	Existing Water Rates	6
5	Existing Average Monthly Water Bills	8
6	Average Monthly Single Family Residential Water Bill Comparison	9
7	Monthly Meter charges for Monterey Park and Nearby Agencies	10
8	Recommended Monthly Meter Charges	10
9	Consumption Charges for Alternative 1	11
10	Funding Alternative 1 - $8.3 Million Annual CIP, Pay-As-You-Go Funding	11
11	Consumption Charges for Alternative 2	12
12	Funding Alternative 2 - $5.3 Million Annual CIP, Pay-As-You-Go Funding	12
13	Consumption Charges for Alternative 5	13
14	Funding Alternative 3 - $20 Million Bond Issue, $5.3 Million Annual CIP	13
15	Comparison of the 3 Alternatives for Single Family Residential 5/8" and 3/4" Meters	14
16	Comparison of Average Monthly Water Bills for Single Family Residential 5/8" and 3/4" Meters to Other Agencies	14

LIST OF FIGURES

Figure No.		Page
1	Existing System	2
2	Main Break Location	5

1. EXISTING SYSTEM

The City of Monterey Park provides domestic water service to a population of approximately 60,435 residents, as well as commercial, industrial, and public facilities. The water demand has declined from 10,947 acre feet per year (AFY) in 2006 to 8,447 AFY in 2010. This may be due to the recent economic climate and a very conscientious water conservation effort by the City and the customers.

The City of Monterey Park's water system consists of:

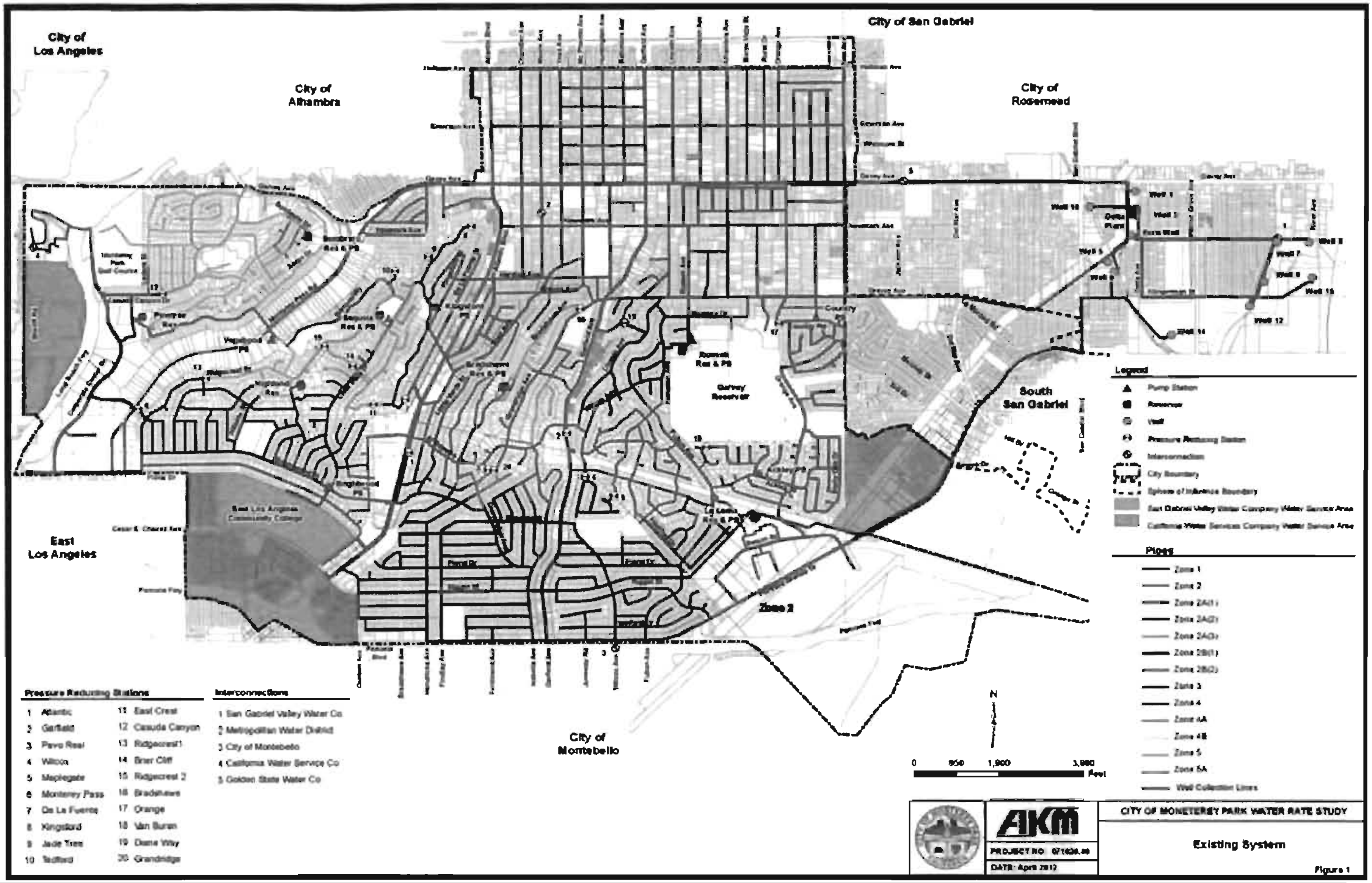
- 136.6 miles (721,250 feet) of transmission and distribution system pipe ranging from 2-inch to 36-inches in diameter
- 13 pressure zones - 5 open zones regulated by reservoir levels, and 8 closed zones without a regulating reservoir
- 8 active wells, 3 standby wells, and 1 inactive well
- 11 storage reservoirs and 2 settling tanks
- 11 booster pump stations
- 20 pressure reducing stations providing supply to closed zones
- Groundwater treatment facilities at the Delta Plant, and at Well 5 and Well 12
- 1 imported water supply connection
- 4 emergency interconnections
- 13,400 water meter connections (12,300 active)

Portions of the City territories are served by California Water Service Company, and San Gabriel Valley Water Company. The existing water system is shown on Figure 1.

The existing system dates back to the 1929s. Approximately 72 percent of the transmission and distribution system was constructed before 1960, and 35 percent of the system was installed during the 1950's. About 51 percent of the system pipes are made of cast iron and 33 percent are made of asbestos cement. Table 1 shows the system pipes by decade of construction.

Table 1
Pipe Length by Decade of Construction

Year of Construction	Length (ft)	%
1920-1929	140,950	19.5
1930-1939	8,584	1.2
1940-1949	114,823	15.9
1950-1959	254,247	35.2
1960-1969	99,358	13.8
1970-1979	52,217	7.2
1980-1989	14,091	2.0
1990-1999	7,344	1.0
2000-2009	7,577	1.1
Unknown	22,226	3.1
Total	**721,417**	**100.0**



City of Los Angeles
City of Alhambra
City of San Gabriel
City of Rosemead
South San Gabriel
East Los Angeles
City of Montebello
Garvey Reservoir
Zone 2
Legend
Pump Station
Reservoir
Well
Pressure Reducing Station
Interconnection
City Boundary
Sphere of Influence Boundary
San Gabriel Valley Water Company Water Service Area
California Water Service Company Water Service Area
Pipes
Zone 1
Zone 2
Zone 2A(1)
Zone 2A(2)
Zone 2A(3)
Zone 2B(1)
Zone 2B(2)
Zone 3
Zone 4
Zone 4A
Zone 4B
Zone 5
Zone 5A
Well Collection Lines
Pressure Reducing Stations
1 Atlantic
2 Garfield
3 Pavo Real
4 Wilcox
5 Maplegate
6 Monterey Pass
7 De La Fuente
8 Kingsford
9 Jade Tree
10 Tedford
11 East Crest
12 Casuda Canyon
13 Ridgecrest1
14 Briar Cliff
15 Ridgecrest 2
16 Bradshawe
17 Orange
18 Van Buren
20 Grandridge
Interconnections
1 San Gabriel Valley Water Co
2 Metropolitan Water District
3 City of Montebello
4 California Water Service Co
5 Golden State Water Co
N
0 950 1,900 3,800 Feet
AKM
DATE: April 2012
CITY OF MONTEREY PARK WATER RATE STUDY
Existing System
Figure 1

The majority of the distribution system was constructed before 1960 (518,604 ft or 72 percent). These pipes have reached or outlived their useful lives. The system experienced an average of over 25 pipe breaks per year since 2002, with 34 breaks in 2011, which is indicative of an aging system. Some of the pipe break repair work is illustrated in the photographs below.

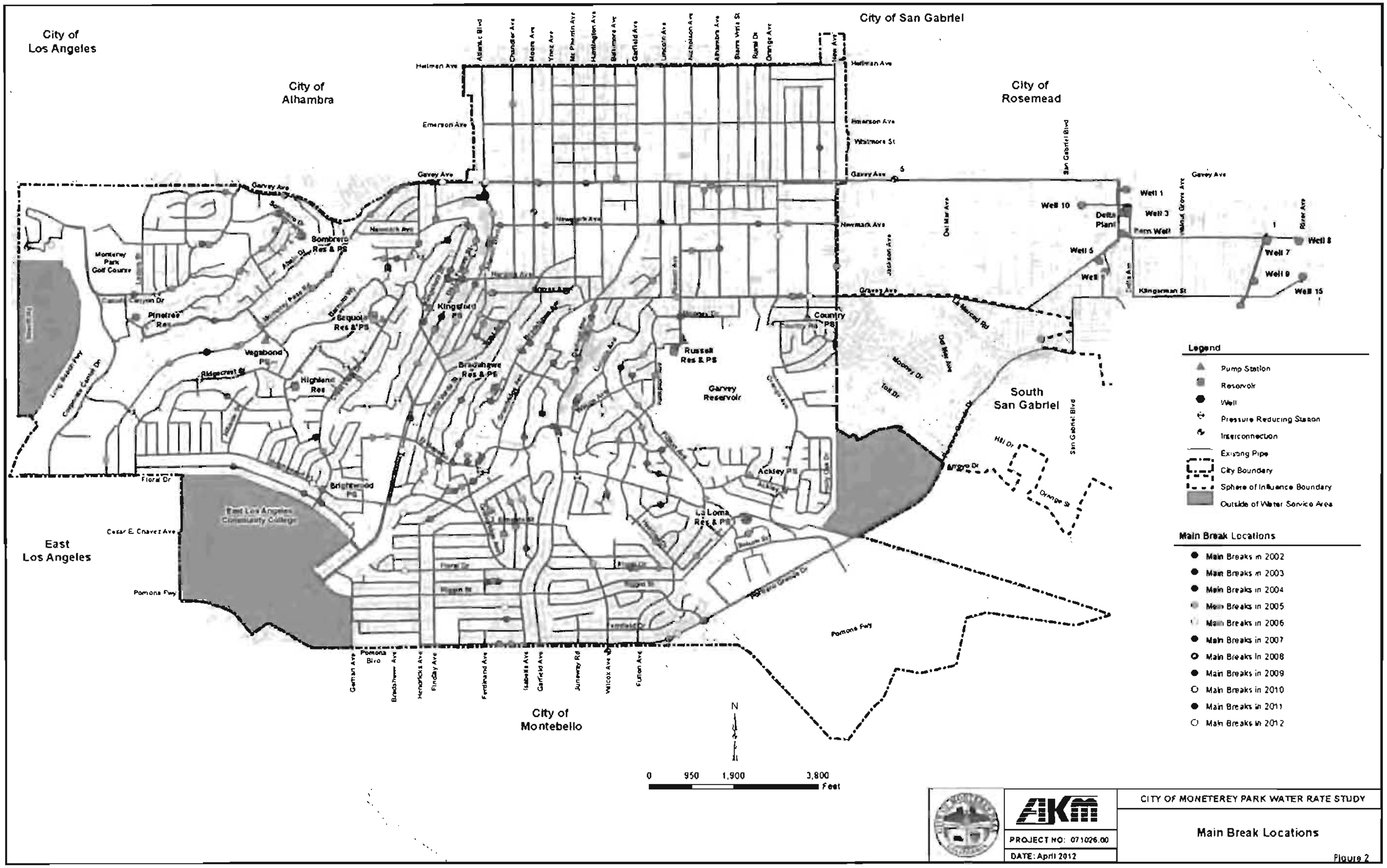
PIPE BREAKS / REPAIRS

Unplanned pipe replacement/repair is significantly more costly than planned pipe replacement, and does not address the problem with the aging system. Pipe breaks cost the City between $10,000 and $70,000 for each repair, excluding the cost of significant lost water. The pipe breaks that occurred over the past ten years are listed in Table 2, and their locations are shown in Figure 2.

Table 2
Past 10 Year Pipe Breaks

		Years of Installation						Type of Main Break				Materials					
Year	No. of Breaks	1920s	1930s	1940s	1950s	1960 or later	Unk	C	L	PH	S	ACP	CIP	ML& CSP	SCCP	STL	Unk
2002	11	4		2	4	1		3	5		3	1	9		1		
2003	13	3	1	1	5	3		8	4	1		2	8				
2004	24	4		4	12	4		9	10	5		6	12		1	5	
2005	26	6	1	1	14	3	1	11	8	7		5	21				
2006	33	6		6	13	4	4	11	13	4	5	5	26			2	
2007	32	8	1	8	13	1	1	16	9	6	1	2	27	1		2	
2008	31	7	2	4	13	5		8	15	8		7	23			1	
2009	30	12	3	3	6	5	1	7	18	5		5	22			3	
2010	19	7	3	2	4	3		7	7	5		4	13			2	
2011	34	16	1	4	8	5		7	23	4		4	26	3			1
Total	**253**	**73**	**12**	**35**	**92**	**34**	**7**	**87**	**112**	**45**	**9**	**41**	**187**	**4**	**2**	**15**	

The City's existing potable water supply consists almost entirely of groundwater from the City's wells produced from the Main San Gabriel Basin (Main Basin). Currently, only eight wells are active. Water can also be imported from the San Gabriel Valley Municipal Water District (SGVMWD). The City of Monterey Park has prescriptive right to 3.39216 percent of the operating safe yield (OSY) of the Main Basin. The Main Basin is known to be the most contaminated basin in the nation. The groundwater contamination is from ground disposal of volatile organic compounds (VOCs), dating back to World War II, as well as perchlorates and 1,4-Dioxane. Because of the contamination of the Main Basin, all water pumped must be treated to meet the primary and secondary water quality standards prior to service to customers. The City has treatment facilities at Well 5, Well 12, and the Delta Plant.


City of Los Angeles
City of Alhambra
City of San Gabriel
City of Rosemead
East Los Angeles
City of Montebello
South San Gabriel
Garvey Reservoir
East Los Angeles Community College
Legend
Pump Station
Reservoir
Well
Pressure Reducing Station
Interconnection
Existing Pipe
City Boundary
Sphere of Influence Boundary
Outside of Water Service Area
Main Break Locations
Main Breaks in 2002
Main Breaks in 2003
Main Breaks in 2004
Main Breaks in 2005
Main Breaks in 2006
Main Breaks in 2007
Main Breaks in 2008
Main Breaks in 2009
Main Breaks in 2010
Main Breaks in 2011
Main Breaks in 2012
N
0 950 1,900 3,800 Feet
AKM
PROJECT NO: 071026.00
DATE: April 2012
CITY OF MONETEREY PARK WATER RATE STUDY
Main Break Locations
Figure 2

2. **CAPITAL IMPROVEMENT PROGRAM**

The City completed a Water Master Plan in 1996, which contained system improvement recommendations totaling $26 million. The City implemented some of the recommended projects. The Water Master Plan was updated in 2012 (2012 Master Plan), which evaluated the system based on its ability to meet the established criteria, including proper water quality and providing fire flows at adequate pressures; and condition assessment of the system. The 2012 Master Plan recommended a comprehensive capital improvement program (CIP) that will improve the system to meet the established criteria, properly maintain the system's assets, and replace the facilities that have reached the end of their useful lives. The current estimated cost of the CIP is $99.9 million, as detailed in Table 3. The recommended CIP will replace 18.2 miles (95,895 feet) of pipe for fire flow improvements, which includes some of the older pipe that has reached the end of its useful life. However, it will not address all the replacements needed, which currently total over 264,000 feet. Therefore, an aggressive pipe replacement program is recommended to mitigate the risk of having to tend to problems under emergency conditions and consequent very high costs.

3. **WATER FUND**

Existing Rate Structure

The water system's operation and maintenance, and capital improvement program are supported by a rate structure consisting of monthly meter charges and ascending scale consumption charges per 100 cubic feet (748 gallons) of water. The existing water rates, which have been in effect since October 1, 2009, are shown in Table 4.

Table 4
Existing Water Rates

Size of Meter and Service	Minimum 100 Cu. Ft. Per Month	Minimum Charge Per Month	Monthly Charge per 100 Cu. Ft. $1.38	Monthly Charge per 100 Cu. Ft. $1.81
5/8 or 3/4 inch	6	$12.63	over 6-20	above 20
1 inch	0	$13.67	0-20	above 20
1-1/4 inch	0	$18.19	0-20	above 20
1-1/2 inch	0	$21.53	0-20	above 20
2 inch	0	$27.71	0-20	above 20
3 inch	0	$55.48	0-20	above 20
4 inch	0	$91.72	0-20	above 20
6 inch	0	$280.07	0-20	above 20
8 inch	0	$700.44	0-20	above 20
10 inch	0	$1,480.32	0-20	above 20

Lifeline Water Rates:

Size of Meter and Service	Minimum 100 Cu. Ft. Per Month	Minimum Charge Per Month	Monthly Charge per 100 Cu. Ft. $1.38	Monthly Charge per 100 Cu. Ft. $1.81
5/8 or 3/4 inch	6	$6.32	0-20	above 20

Table 3
Capital Improvement Program

CIP No.	Project	Justification	Recommended Facilities: Minimum Firm Capacity (gpm)	Res Size (MG)	Pipe Size (in)	Pipe Length (ft)	Total Project Cost ($)
1	Expansion of Air Strippers at Well 5 Site or Advanced Oxidation Upgrade for Delta Plant	Water Quality					$4,050,000
	Replace Delta Settling Tanks	Condition		2.0			$6,075,000
	Replace Delta Booster Pump Station	Age / Condition	8,400				$5,500,000
	Install Stand-by Generator(s) for New Delta Booster Pump Station	Criteria					$1,080,000
2	Russell Reservoir Construction	Increase Storage		3.0			$7,000,000
	Replace Russell Booster Pump Station.	Improve Fire Protection	Combined Firm Capacity of Zone 2A(2) and 2A(3) Pump Stations should be a minimum of 3400 gpm				
3	Replace Bradshawe Booster Pump Station	Improve Fire Protection	Combined Firm Capacity of Zone 2A(2) and 2A(3) Pump Stations should be a minimum of 3400 gpm				$2,800,000
	Replace Bradshawe Reservoir 3	Age / Condition		1.0			$2,700,000
4	New Booster Pump Station from Zone 2 to 5	Improve Fire Protection / Redundancy	4,000				$4,150,000
5	Repair PRS valves from Zone 2 to 2B(2) and add pressure relief	Improve Fire Protection / Redundancy					$270,000
6	PRS from Zone 5 to 3	Improve Fire Protection / Redundancy			8	500	$526,500
7	Country Booster Pump Station Improvements	Improve Fire Protection	Combined Firm Capacity of Zone 2A(1) Pump Stations should be a minimum of 3800 gpm				$2,800,000
8	Replace Ackley Booster Pump Station	Improve Fire Protection	Combined Firm Capacity of Zone 2A(1) Pump Stations should be a minimum of 3800 gpm				$2,800,000
9	New Booster Pump Station from Zone 2 to 3	Improve Fire Protection / Redundancy	3,900		12	1,000	$3,267,000
10	New Booster Pump Station from Zone 3 to 4	Improve Fire Protection / Redundancy	2,400				$2,800,000
11	Replace Pinetree Reservoir 8	Condition		2.0			$5,400,000
12	SCADA upgrades/improvements						$675,000
13	Water Utility Office Building at Garvey Reservoir Upgrades	Condition					$675,000
14	Replace Well No. 1	Age					$3,375,000
15	Replace Well No. 3	Age					$3,375,000
Fire Protection Pipeline Improvements							
16	Zone 1 Fire Protection Pipeline Improvements	Improve Fire Protection			8	7,492	$2,831,976
17	Zone 1 Fire Protection Pipeline Improvements	Improve Fire Protection			12	6,988	$3,962,196
18	Zone 2 Fire Protection Pipeline Improvements	Improve Fire Protection			8	33,030	$12,485,340
19	Zone 2 Fire Protection Pipeline Improvements	Improve Fire Protection			12	13,701	$7,768,467
20	Zone 2A(1) Fire Protection Pipeline Improvements	Improve Fire Protection			8	3,198	$1,208,844
21	Zone 2A(1) Fire Protection Pipeline Improvements	Improve Fire Protection			12	764	$433,188
22	Zone 2A(2) Fire Protection Pipeline Improvements	Improve Fire Protection			8	1,327	$501,606
23	Zone 2A(3) Fire Protection Pipeline Improvements	Improve Fire Protection			8	6,318	$2,388,204
25	Zone 4 Fire Protection Pipeline Improvements	Improve Fire Protection			8	2,158	$815,724
26	Zone 4 Fire Protection Pipeline Improvements	Improve Fire Protection			12	2,416	$1,369,872
27	Zone 4A Fire Protection Pipeline Improvements	Improve Fire Protection			8	7,326	$2,769,228
28	Zone 4B Fire Protection Pipeline Improvements	Improve Fire Protection			8	4,469	$1,689,282
29	Zone 5 Fire Protection Pipeline Improvements	Improve Fire Protection			8	3,204	$1,211,112
30	Zone 5 Fire Protection Pipeline Improvements	Improve Fire Protection			12	2,005	$1,136,835
						Total	**$99,890,374**
Annual Improvement Projects							
31	Reservoir and Booster Pump Station Improvements	Condition					$675,000
32	Meter Exchange Program	Age					$270,000
33	Pipe Replacement Program	Age					$4,050,000
						Total	**$4,995,000**

The City adds 37.5 percent to the sum of the meter charges and consumption charges to support the operation and maintenance of the treatment facilities. The customers are billed once every two months. Table 5 shows the various customers by meter size, average water use, and average existing water bills. The existing rate structure generates approximately $10.6 million.

Table 5
Existing Average Monthly Water Bills

Customer Type and Meter Size	Average Daily Water Use (Gallons/Day)	Average Monthy Water Use (100 Cu. Ft.)	Average Monthly Water Bill
Single Family Residential			
3/4"	296	12.0	$20.96
1"	337	13.7	$24.33
1-1/2"	446	18.2	$38.30
2"	446	18.2	$44.48
Multiple Family Residential			
3/4-inch	761	30.9	$51.74
1"	867	35.3	$68.88
1-1/4"	1,349	54.9	$108.91
1-1/2"	1,943	79.0	$155.93
2"	3,894	158.3	$305.72
3"	9,929	403.8	$777.68
4"	15,167	616.7	$1,199.41
Commercial			
3/4-inch	646	26.3	$43.32
1"	1,153	46.9	$89.93
1-1/4"	544	22.1	$49.61
1-1/2"	2,058	83.7	$164.43
2"	4,901	199.3	$379.86
3"	7,562	307.5	$603.44
4"	11,831	481.1	$953.87
6"	35,118	1428.1	$2,856.25
8"	2,094	85.2	
Institutional			
3/4"	1,939	78.8	$138.45
1-1/2"	23	0.9	$14.59
2"	2,147	87.3	$177.16
3"	3,189	129.7	$281.59
4"	5,428	220.7	$482.65
Irrigation			
3/4"	328	13.3	$23.77
1"	1,210	49.2	$94.13
1-1/2"	1,857	75.5	$149.58
2"	6,457	262.6	$494.39
3"	4,465	181.6	$375.49
4"	10,404	423.1	$848.88

Table 6 shows the average monthly water bills of several nearby water agencies, as well as the City of Monterey Park customers. The average Monterey Park water customer bills are significantly lower than the water bills of the corresponding customers served by these purveyors.

Table 6
Average Monthly Single Family Residential Water Bill Comparison

Agency	Average Monthly Water Bill
Monterey Park	$28.82
California Water Service Co.	$53.52
Golden State Water Co.	$54.05
San Gabriel Valley Water Co.	$55.31
City of Covina	$60.71
City of Alhambra	$46.36

Expenditures

The water system's expenditures are documented in two funds: Water Operations (0092) and Water Treatment (0093). Each fund's expenditures consist of:

Salaries and Benefits

Supplies, including assessments

Services

Leases and Overhead

Maintenance

Capital Improvement Program

Repairs

The 2010-2011 budgets for the two funds were $9.3 million and 4.9 million, respectively, for a total of $14.2 million. This budget included approximately 4.7 million in capital improvements. In order to implement the CIP recommended by the 2012 Master Plan in a reasonable schedule, the capital improvement expenditure needs to be increased. Since the existing rate structure generates only $10.6 million, the difference has been made up from the fund reserves. As the reserves have nearly been used up, and the remainder has been committed to currently budgeted projects, the rates have to be increased.

4. ALTERNATIVE FUNDING SCENARIOS

Several funding scenarios were developed and evaluated, and three were selected for detailed review. Common to the all alternatives is updated monthly meter charges designed to recover the fixed costs of the utility. The funding scenarios consisted of the following, with analyses conducted assuming 3% annual inflation rate:

1. Construct $8.3 million per year in capital improvements using a pay-as-you-go system
2. Construct $5.3 million per year in CIP using a pay-as-you-go system
3. Issue $20 million in bonds, construct $5.3 million per year in capital improvements

Meter Charges

The existing rate structure has a monthly meter charge, and an ascending block consumption charge. The monthly meter charge includes the first 6 hundred cubic feet of consumption for 5/8-inch and 3/4-inch meters. Revenue generated by the existing meter charges ($2.1 million) is approximately half of the fixed costs of the system. The existing meter charges for Monterey Park and five nearby agencies are shown in Table 7. Monterey Park's meter charges are significantly lower than the meter charges of the five agencies through 4-inch meters. Only the City of Alhambra's 6-inch and 8-inch and California Water Service Company's 8-inch meter charges are lower than Monterey Park's.

Table 7
Monthly Meter Charges for Monterey Park and Nearby Agencies

Meter Size	Monterey Park	California Water Service Company	Golden State Water Company	San Gabriel Valley Water Company	Covina	Alhambra
3/4"	$12.63	$20.45	$22.35	$30.06	$32.19	$19.29
1"	$13.67	$34.08	$37.25	$50.10	$50.14	$38.53
1.5"	$21.53	$68.16	$74.50	$100.20	$80.04	$57.82
2"	$27.71	$94.33	$119.00	$160.30	$137.93	$77.09
3"	$55.48	$178.97	$224.00	$300.60	$258.62	$96.36
4"	$91.72	$260.12	$373.00	$501.00	$431.01	$154.18
6"	$280.07	$431.22	$745.00	$1,000.00	$861.87	$192.72
8"	$700.44	$651.29	$1,192.00	$1,600.00		$289.09

The City's meter charges should be re-structured to cover the water utility's fixed expenditures based on maximum capacity of the various size meters, with the 3/4-inch meter maximum capacity being the base unit without any allowance for consumption. The fixed costs of the water utility are estimated at $4,230,000. Table 8 illustrates how this cost is distributed to the active meters in the system based on maximum meter capacity, and the resulting recommended monthly meter charges.

Table 8
Recommended Monthly Meter Charges

Meter Size	Maximum Capacity (gpm)	Ratio to 3/4-inch	Number of Meters	Number of Equivalent Meters	Recommended Monthly Meter Charge	Existing Monthly Meter Charge
3/4"	30	1.00	9,162	9,162	20.30	$12.63
1"	50	1.67	2,150	3,583	33.83	$13.67
1.5"	100	3.33	547	1,823	67.67	$21.53
2"	160	5.33	336	1,792	108.27	$27.71
3"	300	10.00	24	240	203.01	$55.48
4"	500	16.67	25	417	338.34	$91.72
6"	1000	33.33	4	133	676.69	$280.07
8"	1600	53.33	4	213	1,082.70	$700.44
Total			**12,252**	**17,364**		

Alternative 1. Construct $8.3 million per year in CIP using a pay-as-you-go system

This alternative was developed to construct the recommended improvements in approximately 12 years, then start an aggressive pipeline replacement program. A 3-tier ascending block consumption charge is established for the single-family residential customers, and a constant rate is set up for all other customers as shown in Table 9. The consumption charges are the highest for this alternative.

Table 9
Consumption Charges for Alternative 1

Consumption (100 Cu. Ft)	Single Family Residential	All Others
0-6	$2.75	$3.05
6-12	$2.95	$3.05
Over 12	$3.05	$3.05

The proposed rate structure will generate approximately $20.1 million in the first year, and will need to be increased at the rate of inflation. Table 10 shows the details of this alternative, as well as the average monthly bills for 5/8-inch and 3/4- inch single family residential customers. The average monthly bills include the meter charges, consumption charges, and water treatment charges.

Table 10
Funding Alternative 1 - $8.3 Million Annual CIP, Pay-as-You-Go Funding

EXPENDITURES		2013	2014	2015	2016	2017	2018	2019	2020
0092									
1000	Salaries and Benefits	3,200,000	3,296,000	3,394,880	3,496,726	3,601,628	3,709,677	3,820,967	3,935,596
2000	Supplies	481,000	495,430	510,293	525,602	541,370	557,611	574,339	591,569
	Water Assessment	500,000	515,000	530,450	546,364	562,754	579,637	597,026	614,937
3000	Services, Repairs	1,100,000	1,133,000	1,166,990	1,202,000	1,238,060	1,275,201	1,313,458	1,352,861
	Electricity, Gas	615,000	633,450	652,454	672,027	692,188	712,954	734,342	756,372
4000	Leases & Overhead	1,030,000	1,060,900	1,092,727	1,125,509	1,159,274	1,194,052	1,229,874	1,266,770
8000	Maintenace	750,000	772,500	795,675	819,545	844,132	869,456	895,539	922,405
	CIP	8,000,000	8,240,000	8,487,200	8,741,816	9,004,070	9,274,193	9,552,418	9,838,991
9000	Other Repairs	300,000	309,000	318,270	327,818	337,653	347,782	358,216	368,962
Subtotal Fund 0092		15,976,000	16,455,280	16,948,938	17,457,407	17,981,129	18,520,563	19,076,179	19,648,465
0093									
1000	Salaries and Benefits	1,020,000	1,050,600	1,082,118	1,114,582	1,148,019	1,182,460	1,217,933	1,254,471
2000	Supplies	860,000	885,800	912,374	939,745	967,938	996,976	1,026,885	1,057,692
3000	Services, Repairs	675,000	695,250	716,108	737,591	759,718	782,510	805,985	830,165
	Electricity	560,000	576,800	594,104	611,927	630,285	649,193	668,669	688,729
4000	Leases & Overhead	450,000	463,500	477,405	491,727	506,479	521,673	537,324	553,443
8000	Maintenace	250,000	257,500	265,225	273,182	281,377	289,819	298,513	307,468
Subtotal Fund 0093		3,815,000	3,929,450	4,047,334	4,168,754	4,293,816	4,422,631	4,555,310	4,691,969
Total Expenditures		19,791,000	20,384,730	20,996,272	21,626,160	22,274,945	22,943,193	23,631,489	24,340,434
REVENUES									
	Bi-Monthly Service Charges	4,220,000	4,346,600	4,476,998	4,611,308	4,749,647	4,892,137	5,038,901	5,190,068
	Consumption + Treatment Charges	15,886,000	16,362,580	16,853,458	17,359,062	17,879,833	18,416,228	18,968,715	19,537,777
	Total Revenue	20,106,000	20,709,180	21,330,456	21,970,369	22,629,481	23,308,365	24,007,616	24,727,844
	Fund Balance	315,000	639,451	973,635	1,317,844	1,672,380	2,037,552	2,413,679	2,801,089
	Annual Rate Increases	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
Average Monthly Single Family Water Bill		75.01	77.26	79.58	81.97	84.43	86.96	89.57	92.26

Alternative 2 . Construct $5.3 million per year in CIP using a pay-as-you-go system

This alternative was developed to construct the recommended improvements in approximately 19 years. A 3-tier ascending block consumption charge is established for the single-family residential customers, and a constant rate is set up for all other customers as shown in Table 11.

Table 11
Consumption Charges for Alternative 2

Consumption (100 Cu. Ft)	Single Family Residential	All Others
0-6	$2.16	$2.35
6-12	$2.36	$2.35
Over 12	$2.40	$2.35

The proposed rate structure will generate approximately $16.9 million in the first year, and will need to be increased at the rate of inflation. Table 12 shows the details of this alternative, as well as the average monthly bills for 5/8-inch and 3/4-inch single family residential customers. The average monthly bills include the meter charges, consumption charges, and water treatment charges.

Table 12
Funding Alternative 2 - $5.3 Million Annual CIP, Pay-as-You-Go Funding

EXPENDITURES	2013	2014	2015	2016	2017	2018	2019	2020
0092								
1000 Salaries and Benefits	3,200,000	3,296,000	3,394,880	3,496,726	3,601,628	3,709,677	3,820,967	3,935,596
2000 Supplies	481,000	495,430	510,293	525,602	541,370	557,611	574,339	591,569
Water Assessment	500,000	515,000	530,450	546,364	562,754	579,637	597,026	614,937
3000 Services, Repairs	1,100,000	1,133,000	1,166,990	1,202,000	1,238,060	1,275,201	1,313,458	1,352,861
Electricity, Gas	615,000	633,450	652,454	672,027	692,188	712,954	734,342	756,372
4000 Leases & Overhead	1,030,000	1,060,900	1,092,727	1,125,509	1,159,274	1,194,052	1,229,874	1,266,770
8000 Maintenace	750,000	772,500	795,675	819,545	844,132	869,456	895,539	922,405
CIP	5,000,000	5,150,000	5,304,500	5,463,635	5,627,544	5,796,370	5,970,261	6,149,369
9000 Other Repairs	300,000	309,000	318,270	327,818	337,653	347,782	358,216	368,962
Subtotal Fund 0092	12,976,000	13,365,280	13,766,238	14,179,226	14,604,602	15,042,740	15.494,023	15,958,843
0093								
1000 Salaries and Benefits	1,020,000	1,050,600	1,082,118	1,114,582	1,148,019	1,182,460	1,217,933	1,254,471
2000 Supplies	860,000	885,800	912,374	939,745	967,938	996,976	1,026,885	1,057,692
3000 Service, Repairs	675,000	695,250	716,108	737,591	759,718	782,510	805,985	830,165
Electricity	560,000	576,800	594,104	611,927	630,285	649,193	668,669	688,729
4000 Leases & Overhead	450,000	463,500	477,405	491,727	506,479	521,673	537,324	553,443
8000 Maintenace	250,000	257,500	265,225	273,182	281,377	289,819	298,513	307,468
Subtotal Fund 0093	3,815,000	3,929,450	4,047,334	4,168,754	4,293,816	4,422,631	4,555,310	4,691,969
Total Expenditures	16,791,000	17,294,730	17,813,572	18,347,979	18,898,418	19,465,371	20,049,332	20,650,812
REVENUES								
Bi-Monthly Service Charges	4,220,000	4,346,600	4,476,998	4,611,308	4,749,647	4.892,137	5,038,901	5,190,068
Consumption + Treatment Charges	12,695,721	13,076,592	13,468,890	13,872,957	14,289,145	14,717,820	15,159,354	15,614,135
Total Revenue	16,915,721	17,423,192	17,945,888	18,484,265	19,038,792	19,609,956	20,198,255	20,804,203
Fund Balance	124,721	253,183	385,499	521,784	662,158	806,744	955,666	1,109,057
Average Monthly Single Family Water Bill	65	67.20	69.22	71.30	73.44	75.64	77.91	80.25

Alternative 3. Issue $20 million in bonds, construct $5.3 million per year in capital improvements

This alternative is formulated to keep the average monthly bill for customers with 5/8-inch and 3/4-inch meters similar to those of the nearby agencies. A 3-tier ascending block consumption charge is established for the single-family residential customers, and a constant rate is set up for all other customers as shown in Table 13.

Table 13
Consumption Charges for Alternative 5

Consumption (100 Cu.Ft)	Single Family Residential	All Others
0-6	$1.55	$1.75
6-12	$1.65	$1.75
Over 12	$1.75	$1.75

The proposed rate structure will generate approximately $14 million in the first year. Based on an annual inflation rate of 3%, all charges will need to be increased at 3% for two years, 10% for four years, and 6% thereafter. Table 14 shows the details of this alternative, as well as the average monthly bills for 5/8-inch and 3/4-inch single family residential customers. The average monthly bills include the meter charges, consumption charges, and water treatment charges.

Table 14
Funding Alternative 3 - $20 Million Bond Issue, $5.3 Million Annual CIP

EXPENDITURES									
0092		2013	2014	2015	2016	2017	2018	2019	2020
1000	Salaries and Benefits	3,200,000	3,296,000	3,394,880	3,496,726	3,601,628	3,709,677	3,820,967	3,935,596
2000	Supplies	481,000	495,430	510,293	525,602	541,370	557,611	574,339	591,569
	Water Assessment	500,000	515,000	530,450	546,364	562,754	579,637	597,026	614,937
3000	Services, Repairs	1,100,000	1,133,000	1,166,990	1,202,000	1,238,060	1,275,201	1,313,458	1,352,861
	Electricity, Gas	615,000	633,450	652,454	672,027	692,188	712,954	734,342	756,372
4000	Leases & Overhead	1,030,000	1,060,900	1,092,727	1,125,509	1,159,274	1,194,052	1,229,874	1,266,770
8000	Maintenace	750,000	772,500	795,675	819,545	844,132	869,456	895,539	922,405
	CIP	5,000,000	5,150,000	5,304,500	5,463,635	5,627,544	5,796,370	5,970,261	6,149,369
9000	Other Repairs	300,000	309,000	318,270	327,818	337,653	347,782	358,216	368,962
Subtotal Fund 0092		12,976,000	13,365,280	13,766,238	14,179,226	14,604,602	15,042,740	15,494,023	15,958,843
0093									
1000	Salaries and Benefits	1,020,000	1,050,600	1,082,118	1,114,582	1,148,019	1,182,460	1,217,933	1,254,471
2000	Supplies	860,000	885,800	912,374	939,745	967,938	996,976	1,026,885	1,057,692
3000	Service, Repairs	675,000	695,250	716,108	737,591	759,718	782,510	805,985	830,165
	Electricity	560,000	576,800	594,104	611,927	630,285	649,193	668,669	688,729
4000	Leases & Overhead	450,000	463,500	477,405	491,727	506,479	521,673	537,324	553,443
8000	Maintenace	250,000	257,500	265,225	273,182	281,377	289,819	298,513	307,468
	CIP								
Subtotal Fund 0093		3,815,000	3,929,450	4,047,334	4,168,754	4,293,816	4,422,631	4,555,310	4,691,969
	Debt Service	1,261,440	1,261,440	1,261,440	1,261,440	1,261,440	1,261,440	1,261,440	1,261,440
Total Expenditures		18,052,440	18,556,170	19,075,012	19,609,419	20,159,858	20,726,811	21,310,772	21,912,252
REVENUES									
	Bi-Monthly Service Charges	4,230,000	4,356,900	4,487,607	4,622,235	4,760,902	4,903,729	5,050,841	5,202,366
	Consumption + Treatment Charges	9,667,227	9,957,244	10,255,961	11,281,558	12,409,713	13,650,685	15,015,753	15,916,698
	Total Revenue	13,897,227	14,314,144	14,743,568	15,903,793	17,170,616	18,554,414	20,066,594	21,119,065
	Bond Revenue	20,000,000							
	Fund Balance	17,106,227	14,125,641	11,055,638	8,611,452	6,883,649	5,972,692	5,989,954	6,458,207
	Annual Rate Increases	1.03	1.03	1.03	1.10	1.10	1.10	1.10	1.06
Average Monthly Single Family Water Bill		$54.39	$56.03	$57.71	$63.48	$69.82	$76.81	$84.49	$89.56

Table 15 illustrates the comparison of the three alternatives over a 10 year period. Alternative 1 will allow construction of $95.15 million in capital improvements, while Alternatives 2 and 3 will only construct $60.76 million over the same period. Although the average monthly bills are lower for Alternative 2 than the bills for Alternative 3, for the first six years, the debt service payments require larger increases for Alternative 3 to implement the same capital improvement program.

Table 15
Comparison of the 3 Alternatives for Single Family Residential 5/8" and 3/4" Meters

Alternative	Exist. MP	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Total CIP
$8.3 M/YR CIP, 3% Per Yr Increase	$28.29	$75.01	$77.26	$79.58	$81.97	$84.43	$86.96	$89.57	$92.26	$95.02	$97.87	95,150,198
$5.3 M/Yr CIP, 3% Per Yr Increase	$28.29	$65.25	$67.20	$69.22	$71.30	$73.44	$75.64	$77.91	$80.25	$82.65	$85.13	60,758,560
$5.3 M/Yr CIP; $20M Bond - 3-3%, 4-10%, 3-6% Incr.	$28.29	$54.33	$55.96	$57.64	$63.40	$69.74	$76.71	$84.38	$89.45	$94.81	$100.50	60,758,560

Comparison to Other Agencies

Table 16 shows the comparison of the average monthly water bills for single family residential customers to the bills of other nearby agencies, including California Water Service Company and San Gabriel Valley Water Company, who provide service to portions of Monterey Park.

Table 16
Comparison of Average Monthly Water Bills for
Single Family Residential 5/8" and 3 /4" Meters to Other Agencies

Agency	Average Monthly Water Bill
Monterey Park Alternative 1	$75.01
Monterey Park Alternative 2	$65.25
Monterey Park Alternative 3	$54.33
California Water Service Co.	$53.52
Golden State Water Co.	$54.05
San Gabriel Valley Water Co.	$55.31
City of Covina	$60.71
City of Alhambra	$46.36

1. INTRODUCTION

Background

The City of Monterey Park's (City) sewer system serves the most of the areas within its corporate boundaries. The City provides sewer service to a population of approximately 61,000. The existing sewer collection system consists of about 665,000 feet (126 miles) of gravity sewers ranging in size from 6-inches to 15-inches in diameter, and 2,498 manholes. Some of the City areas drain directly into Los Angeles County Sanitation District trunk sewers that cross the City. A City area along the south side of the I-10 Freeway drains north across the Freeway to the City of Alhambra's Pump Station No.3.

The State Water Resources Control Board adopted the Statewide General Waste Discharge Requirements (WDR) on May 2, 2006. Provision 9 of the WDR states:

> *The Enrollee shall allocate adequate resources for the operation, maintenance, and repair of its sanitary sewer system,* ***by establishing a proper rate structure****, accounting mechanisms, and auditing procedures to ensure an adequate measure of revenues and expenditures. These procedures must be in compliance with applicable laws and regulations and comply with generally acceptable accounting practices.*

Provision 11 of WDR sets the requirement for the preparation of a Sewer System Management Plan:

> *11. The enrollee shall develop and implement a written Sewer System Management Plan (SSMP) and make it available to the State and/or Regional Water Board upon request. A copy of this document must be publicly available at the Enrollee's office and/or available on the internet. This SSMP must be approved by the Enrollee's governing board at a public meeting.*

The essential elements of the SSMP are detailed in Provision 13 of the Order, and listed below:

- Goal (WDR Section D.13i)
- Organization (WDR Section D.13ii)
- Legal Authority (WDR Section D.13iii)
- Operation and Maintenance Program (WDR Section D.13iv)
- Design and Performance Provisions (WDR Section D.13v)
- Overflow Emergency Response Plan (WDR Section D.13vi)
- Fats, Oil and Grease Control Program (WDR Section D.13vii)
- System Evaluation and Capacity Assurance Plan (WDR Section D.13viii)
- Monitoring and Program Modifications (WDR Section D.13ix)
- Program Audits (WDR Section D.13x)
- Communications Program (WDR Section D.13xi)

Requirements for the Operation and Maintenance Program include:

(a) *Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities.*

(b) *Describe* ***routine preventive operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas.*** *The Preventative Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders.*

(c) *Develop a* ***rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency.*** *The program should include regular visual and TV inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation.* ***Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects.*** *Finally,* ***the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan.***

(d) *Provide training on a regular basis for staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained.*

(e) *Provide equipment and replacement part inventories, including identification of critical replacement parts.*

Requirements for SECAP include:

Capacity Enhancement Measures: The steps needed to establish a short- and long-term capital improvement plan (CIP) to address identified hydraulic deficiencies including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. ***The CIP shall include an implementation schedule and shall identify sources of funding.***

The City of Monterey Park prepared a SSMP in 2009. The capital improvement program for the City's system was formulated based on the 1996 Sewer Master Plan. The SSMP document included recommendations for pipe replacements due to capacity problems; preparing a complete map of the system; updating of the sewer master plan (SECAP); preparing a Fats, Oils, and Grease Program; CCTV inspection of the system; updating the Emergency Overflow Response Plan; staff training; and implementing an asset management plan and a computerized maintenance management system, with a total cost of $4.8 million (2009 value). It does not comprehensively cover a rehabilitation and replacement plan for addressing the problems with an aging system, as well as existing structural deficiencies. Given the system's age and number of spills, it is estimated that the rehabilitation and replacement plan for the City's system would be approximately $1 million per year. The actual program will need to be refined based on CCTV inspection and condition evaluation of the system.

The sewer system experienced 10 spills in 2011, which corresponds to 7.93 spills per 100 miles of pipe. This is 2.65 times as high as the maximum number of spills (3) per 100 miles of pipe for a proper system. Not addressing this problem promptly may subject the City to significant fines by the California Regional Water Quality Control Board.

2. FINANCIAL EVALUATION AND RECOMMENDED SEWER CHARGES

The City currently has a sewer service charge, which is $0.0810 per 100 cubic feet of water used. The average water bill for a single family residential customer is $0.97 per month. It generates approximately $300,000 annually. The budgeted expenditures totaled $239,000 for Fiscal Year 2011-2012, with an estimated fund balance of $661,000 at the end of June 2012.

The existing rate structure does not generate adequate revenues to comply with the WDRs. This study develops proper level of expenditures based on existing information, provides recommendations for proper operation and maintenance of the wastewater collection system meeting the requirements of the regulations, and implementing the needed capital improvement program.

Expenditures

The operating and maintenance expenditures of the sewer system should include personnel costs (salaries and benefits), administrative support, use of City facilities, regular cleaning of the system, supplies and materials, insurance, CCTV inspection and condition assessment of the system, root treatment, staff training, regulatory compliance, SSMP audit, SSMP update, and establishing an operating reserve. The SSMP update should cover all elements, including the SECAP and Operation and Maintenance Program. The needed capital improvement expenditures and rates can be updated when these two elements are updated.

The total expenditure for fiscal year 2012-2013 is estimated to be $2,405,000, including $1,205,000 for operation and maintenance, and 1,200,000 for capital improvements. These expenditures, detailed in Table 1, will increase due to increases in material and labor costs in the future.

Revenues

The revenues of the Sewer Fund are proposed to fully support the operation and maintenance of the system, comply with regulatory requirements, construct the anticipated capital improvements, and build reserves to respond to emergencies. It is recommended that the revenues be generated through a Sewer Charge based upon sewage generation utilizing the minimum billing period water use by water meter size. The sewage generation by the customers with 5/8-inch and ¾-inch meters (excluding irrigation meters) is calculated to be 6.57 hundred cubic feet (227 gallons per day), and is considered be the equivalent residential unit (ERU). ERU's for other water meter sizes are then based upon the ratio of their wastewater flows to that of the equivalent residential unit. The sewer system customers within the City's service area and the development of the ERUs are shown in Table 2.

Table 1 FY 2012-2013 Expected Expenditures	
OPERATION AND MAINTENANCE	
Salaries and Benefits	$250,000
CCTV Inspection	$183,000
Condition Assessment	$90,000
Root Treatment	$150,000
Staff Training	$24,000
Regulatory Compliance	$50,000
SSMP Audit	
SSMP Update	$300,000
Supples & Materials	$24,000
Insurance	$24,000
Facilities	$50,000
Operating Reserve	$80,000
Subtotal- Operation and Maintenance	$1,225,000
CAPITAL IMPROVEMENTS	
Rehabilitation & Replacement	$1,000,000
CIP Reserve	$200,000
Subtotal-Capital Improvements	$1,200,000
TOTAL EXPENDITURES	$2,425,000

The sewer charges needed to support a total 2012-2013 fiscal year expenditure of $2,425,000 are shown in Table 3. The sewer charges should be increased annually by the increase in the Engineering News Record Construction Cost Index for the Los Angeles Area (ENRLA) for the next 5 years. The charges should remain the same when there is no increase or there is a decrease in ENRLA. The charges should be updated at the end of 5 years or earlier based on better information that may be available, such as completion of updated SECAP and Operation and Maintenance Program. Table 4 shows the detailed expenditures, fund balances, and sewer charges for 5/8-inch and 3/4-inch meters for the next five years based on 3 percent per year increase in ENRLA. This program builds a total fund balance of $2.27 million in five years, which can be used to respond to emergencies.

Table 2 Equivalent Dwelling Units				
Customer Type and Meter Size	Flow (GPD)	EDU	No. of Meters	Total EDU's
Commercial				
3/4	605	2.66	231	615
1	920	4.00	193	772
1 1/4	422	4.00	5	20
1 1/2	1,750	7.71	162	1,249
2	4,440	19.56	143	2,797
3	6,039	26.61	13	346
4	8,628	38.01	11	418
6	23,477	103.44	4	414
Institutional				
3/4	1,033	4.55	1	5
2	1,528	6.73	4	27
3	1,635	7.21	1	7
4	3,755	16.54	3	50
Lifeline				
	207	0.91	388	354
Multi Family				
3/4	648	2.85	389	1,110
1	776	3.42	524	1,791
1 1/4	1,277	5.63	9	51
1 1/2	1,877	8.27	378	3,127
2	3,597	15.85	151	2,393
3	9,215	40.60	8	325
4	11,922	52.53	10	525
Single Family				
5/8 & 3/4	227	1.00	8119	8,119
1	277	1.22	1415	1,727
1 1/2 & 2	350	1.26	26	33
Total				26,273

Table 3 Monthly Sewer Rates			
Customer Type and Meter Size	No. of Meters	EDU	Monthly Sewer Rate
Commercial			
3/4	231	2.66	$20.49
1	193	4.00	$30.76
1 1/4	5	4.00	$30.76
1 1/2	162	7.71	$59.29
2	143	19.56	$150.45
3	13	26.61	$204.67
4	11	38.01	$292.39
6	4	103.44	$795.62
Institutional			
3/4	1	4.55	$35.00
2	4	6.73	$51.78
3	1	7.21	$55.42
4	3	16.54	$127.24
Lifeline			
	388	0.91	$7.01
Multi Family			
3/4	389	2.85	$21.94
1	524	3.42	$26.29
1 1/4	9	5.63	$43.29
1 1/2	378	8.27	$63.63
2	151	15.85	$121.90
3	8	40.60	$312.30
4	10	52.53	$404.01
Single Family			
5/8 & 3/4	8,119	1.00	$7.69
1	1,415	1.22	$9.39
1 1/2 & 2	26	1.26	$9.72

Table 4 Estimated Expenditures, Fund Balances and 5/8" & 3/4" SFR Monthly Sewer Charges Based on 3% Annual Increase in ENRLA					
EXPENDITURES	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
OPERATION AND MAINTENANCE					
Salaries and Benefits	$250,000	$257,500	$265,225	$273,182	$281,377
CCTV Inspection	$183,000	$188,490	$194,145	$199,969	$205,968
Condition Assessment	$90,000	$92,700	$95,481	$98,345	$101,296
Root Treatment	$150,000	$154,500	$159,135	$163,909	$168,826
Staff Training	$24,000	$24,720	$25,462	$26,225	$27,012
Regulatory Compliance	$50,000	$51,500	$53,045	$54,636	$56,275
SSMP Audit				$218	$0
SSMP Update	$300,000	$300,000	$0	$0	$0
Supples & Materials	$24,000	$24,720	$25,462	$26,225	$27,012
Insurance	$24,000	$24,720	$25,462	$26,225	$27,012
Facilities	$50,000	$51,500	$53,045	$54,636	$56,275
Operating Reserve	$80,000	$82,400	$84,872	$87,418	$90,041
Subtotal- Operation and Maintenance	$1,225,000	$1,252,750	$981,333	$1,010,990	$1,041,096
CAPITAL IMPROVEMENTS					
Repair, Replacement, Rehab	$1,000,000	$1,030,000	$1,260,000	$1,297,800	$1,336,734
CIP Reserve	$200,000	$206,000	$252,000	$259,560	$267,347
Subtotal-Capital Improvements	$1,200,000	$1,236,000	$1,512,000	$1,557,360	$1,604,081
TOTAL EXPENDITURES	$2,425,000	$2,488,750	$2,493,333	$2,568,350	$2,645,176
FUND BALANCE	$941,000	$1,229,400	$1,566,272	$1,913,250	$2,270,638
5/8 $ 3/4-INCH SFR MONTHLY SEWER CHARGE	$7.69	$7.89	$7.91	$8.15	$8.39

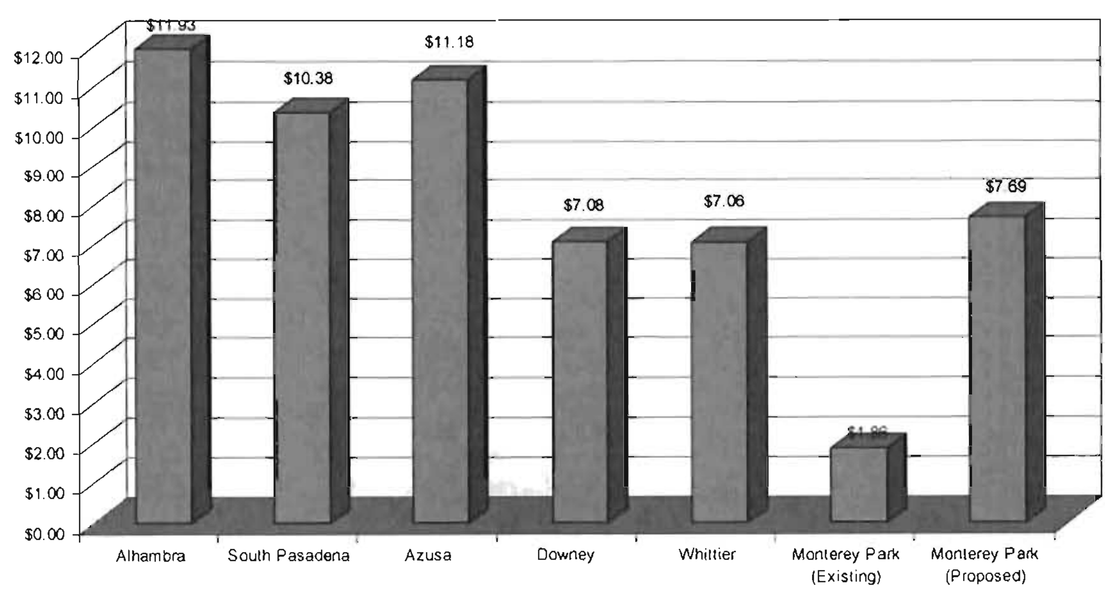
Comparison with Other Agency Average Monthly Bills and Recommendations

Table 5 and Figure 1 show the proposed monthly sewer bills for single family residential customers with 5/8" and 3/4" meters in comparison to the current monthly bills of five other agencies. While no two systems are exactly alike due to facility age, material, construction practices, soil conditions, and maintenance practices, this table indicates the funding needed for nine agencies to properly operate and maintain their systems. The recommended sewer charges will allow the implementation of the estimated CIP and maintain the system in good condition. It is near the low end of the five agencies surveyed, and should be adopted.

Table 5
Average Monthly Sewer Bill Comparison for SFR Customers with 5/8" and 3/4" Meters

Agency	Average Monthly Sewer Bill
Alhambra	$11.93
South Pasadena	$10.38
Azusa	$11.18
Downey	$7.08
Whittier	$7.06
Monterey Park (Existing)	$1.86
Monterey Park (Proposed)	$7.69

Figure 1
Average Monthly Sewer Bill Comparison for SFR Customers with 5/8" and 3/4" Meters



City of Monterey Park
Wastewater Collection System Master Plan Update

City of Monterey Park

Phoenix Civil Engineering, Inc.

1/13/ 2014

Chapter 1 - Executive Summary

The City of Monterey Park was incorporated in 1916. It is a full service city that provides water and wastewater service to its residents. City staff are responsible for the day to day operations of the utility systems. Recently, the City has embarked on a program to review the utility rates and implement a program to increase the utility rates to reflect the current cost of doing business. Historically, the rates for utility service (focusing on wastewater service in particular) have been inconsistently lower than surrounding communities and not covering the actual costs of operating, maintaining and providing the wastewater collection to the community.

Operation and maintenance of a wastewater collection system is governed by State and federal laws. These regulations are in place to ensure that a community is not exposed to unsafe or unsanitary conditions relating to wastewater. The City of Monterey Park operates and maintains a collection system spanning 126 miles and serves the community of 61,445 residents. The community wastewater collection system operates entirely by gravity. There are commercial and industrial areas that contribute wastewater to the collection system in addition to the residential uses. The city collects the wastewater from the community and transports it to Los Angeles County Sanitation District (LACSD) for treatment outside of the city limits. LACSD operates several trunk lines through the city and there are also areas of the city that connect directly into the LACSD trunk line.

In performing the analysis associated with this report, it was discovered that several critical aspects of the regulated operation and maintenance of the wastewater collection system have not occurred. For example, the city does not have a formal closed circuit television (CCTV) inspection program for the wastewater pipelines. From 2005 through 2008 and then again in 2011, certain portions of the wastewater collection system were investigated. There does not seem to be a program in place identifying areas that are to be inspected. The CCTV work performed to date appears to be random. The CCTV completed accounts for only 35% of the collection system. The remaining 65% of the community infrastructure has NEVER been internally investigated. It was installed many decades ago and unless there was a blockage, it was never internally inspected again. The community was incorporated almost 100 years ago which means there are conceivably pipelines in the system that are almost 100 years old. The city does not have an up to date wastewater collection system atlas documenting all of the manholes. Photocopies of a wall mounted atlas map have been used and any changes are written on the copy page. There is no manhole numbering system in place making a formal maintenance program or any maintenance program incredibly difficult. The CCTV work performed to date is only referenced by street and sometimes a station number. Two flaws exist with this program. First it assumes that the inspection started at the beginning of the street which cannot be corroborated, and second it requires the reviewer of the video logs to physically measure out pipeline reaches and perform an extensive field investigation to locate the pipeline segment with the defect or maintenance issue. It is essentially floating in space with no connection to the actual system.

After reviewing the critically identified pipeline segments in the CCTV inspections, it was evident that the collection system is not being maintained or operated in accordance with the State regulations. The collection system has a chronic grease and root intrusion problem that is plaguing the network. Of the video reviewed pipeline segments, there are sections of pipeline that are blocked with grease such that the video camera could not pass or complete the inspection. There were segments of pipeline that had root masses that either completely blocked the pipeline or ran along the pipeline invert for several feet. Once again, there were sections where the camera operator had to cease the inspection because passage was not possible. Certain sections showed customer lateral connections almost completely sealed off with grease. The city contracts out for performing the fats, oils and grease (FOG) inspection and enforcement program. After review of the CCTV work which is already several years out of date, it is evident that the FOG program is not being performed adequately and has no impact on the community. FOG is a community problem and must be addressed at the community level. Over time, excessive FOG will clog a collection system causing sanitary sewer overflows (SSOs). Excessive SSOs or failure of maintenance will lead to mandatory minimum penalties (financial) levied on the community. The penalties can be in the several hundreds of thousands of dollars.

The CCTV videos revealed sections of the collection system pipelines that were severely cracked or in some cases partially missing. Joint offsets between pipeline sections were so severe in some locations that passage by the camera was not possible. The most recent CCTV inspection was performed three years ago in 2011 and the first CCTV is now 8 years old. Several segments of the broken pipelines are located on the hillside neighborhoods in the city. CCTV inspection is a State mandated function of operating a wastewater collection system and it is part of the

SSMP requirements. At a minimum, CCTV inspection of the entire collection system should be occurring on a regular rotation (every 5- or 10 years).

In 1996, a wastewater master plan was prepared for the city. As part of that report, certain sections of the community were modeled using limited flow information obtained as part of the report preparation. The modeling totaled approximately 20% of the collection system and the remainder of the system was estimated from the results. In 2009, as part of State mandated requirements, the city retained a consultant to prepare the Sanitary System Management Plan (SSMP). This document is not a master plan, but more of a summary of how the city manages the wastewater infrastructure. The consultant also updated the 1996 wastewater master plan recommendations as not one of the recommended improvement projects were ever implemented by the city. In addition to the updated 1996 master plan projects, there were recommended projects that were identified as part of the SSMP. To date, none of the projects in the 2009 SSMP have been implemented.

Pipeline life expectancy is typically listed as 50 years by manufacturers. From a replacement standpoint, 50 year life expectancy is used. Depending on pipe material, installation procedures and maintenance programs a pipeline could last longer. Regardless, pipelines do fail over time and replacement or rehabilitation is required to keep the system operating. A damaged pipeline leaking wastewater into the surrounding soil is still considered a sanitary sewer overflow and must be reported to the State of California. In addition, a long term leaking pipeline can affect potable water stored in underground aquifers, damage nearby public or private property or at a minimum spread untreated wastewater which is a sanitary issue. The effects of a leaking pipeline can be slow or catastrophic. An example of a catastrophic effect of a leaking pipeline is typically a sinkhole which can be seen on the television news. Part of an effective wastewater collection system program is to replace pipelines or rehabilitate pipelines to extend their lifetime so that all of the pipelines do not fail at once and the benefit of the asset is maximized. This is a managed effort to control the financial impacts to the community so replacements are controlled and focused. Unfortunately, the city has not maintained, or replaced much needed wastewater collection system pipelines in several years or potentially decades. Of concern in performing the review of the partial collection system documents, is that a substantial financial and staff effort is going to be required to get the system back into compliance and operating as it should be. The current staffing levels are far below surrounding communities or other agencies of similar size. Repeated historical cuts to staff and funding in the enterprise wastewater collection system have created a failed program. The current condition of the system is not a reflection of the staff who have been running to attempt to cover all of the necessary functions. The reduced staff are left to operate and maintain a collection system and its components with outdated resources. It is not possible to maintain a collection system the size of the city's with the number of staff assigned to perform the maintenance. Similar to fighting a structure fire with one gallon buckets, all of the staff time is spent just attempting to manage the identified issue areas. The remainder of the system has never been checked. Lack of the necessary tools has resulted in a program where lines are "cleaned in the dark" using the high pressure water system tools, but without CCTV verification of the cleaning effort it is impossible to know what was done. The lack of funding for the wastewater collection system is not sustainable given the ever increasing regulations that must be met for wastewater collection systems. A sanitary sewer overflow (SSO) is not acceptable and frequently reflects maintenance issues. In the 2009 study, the report states that the number of annual SSOs that the city had reported were unacceptable and far beyond the number reported in other similar communities. All of the indicators are present in the collection system for a major sewer overflow or catastrophic failure. It is not a matter of "if", it is a matter of "when".

The following chapters provide a system overview, summarize recommendations from the two previous studies, provide review documents for the CCTV work product that was previously performed and details the list of recommended Capital Improvement Program projects. These projects will allow the City to incorporate the financial impact of the recommended projects into a rate study program. The CIP projects span a 10 year timeframe. This timeframe was selected to attempt to realistically address the numerous tasks that are needed. In the recommendations, the 1996, 2009 and recommendations from the CCTV review are all included. Forty four projects were identified and budgets prepared. The total program cost is $12,776,000. This represents the 35% of the collection system that was reviewed. As the annual CCTV program is implemented, additional CIP projects will be identified and regular updates to the wastewater master plan will be required. Typically, master plans are updated every 5 years as projects are completed and new ones identified. In the near years as projects are identified, it might be necessary for staff to update the CIP list and shuffle projects around in the 10 year timeframe. As the wastewater system is funded through rates levied on the community, evaluating the funding structure of the wastewater collection system is an essential next step. As costs to maintain the system increase, the rates need to reflect the changes. Failure to increase rates to perform the mandated and regulated functions of wastewater collection is the cause of the current system condition.

Chapter 2 - Introduction

The City of Monterey Park is located in the western portion of the San Gabriel Valley in Los Angeles County. It is located approximately 11 miles east of downtown Los Angeles and is approximately 9 square miles in area according to the City's General Plan. The community borders are Interstate 10 (San Bernardino Freeway) on the northern side, Interstate 710 (Long Beach Freeway) on the west side, State Route 60 (Pomona Freeway) on the south side and the City of Rosemead and the unincorporated County area of South San Gabriel on the east side of the community. The cities of Los Angeles, Alhambra, Montebello and Rosemead are the neighboring communities. The community is surrounded by other developed communities and therefore, is essentially at build out conditions from a total land use area standpoint. According to the California Department of Finance population estimate for 2013, the City of Monterey Park has a population of 61,445. According to the estimate, the population has increased slightly from the figure in 2012 of 61,184. The community is primarily residential in composition. The City's General Plan guidelines have a year 2020 timeframe and focus primarily on infill projects and redevelopment of parcels to allow for population increases. The land use map from the City's General Plan is shown in Figure 1.

Monterey Park did not incorporate as a city until 1916. The utilities in the city are very similar to the surrounding communities. Water service is provided using groundwater from the city wells. The community wastewater collection system operates entirely by gravity. There are no lift stations in the system. There are commercial and industrial areas that contribute wastewater to the collection system in addition to the residential uses. The city collects the wastewater from the community and transports it to Los Angeles County Sanitation District (LACSD) for treatment outside of the city limits. LACSD operates several trunk lines through the city and there are also areas of the city that connect directly into the LACSD trunk line. Figure 2 shows location of the LACSD trunk line in the community. In 1981, the community retained Willdan to prepare a wastewater master plan. In 1996, the master plan was updated by ASL Consulting Engineers. In addition, the city retained URS in 2009 to prepare the Sewer System Management Plan (SSMP) for the community. In the 1996 sewer master plan, certain sections of the existing collection system were modeled using field obtained flow information from five selected locations around the city. The modeling focused on 11 collection basins. Areas that drained directly to the LACSD trunk sewer were not modeled. From the discussion in that report, approximately 55% of the city collection system area was modeled. It is also understood that within the 11 identified basins, not all the pipelines were modeled. The master plan focused only on pipelines that were the main backbone of the collection basin. That document also listed certain recommended improvements that were based on the modeling information and the field documented cleaning reports provided by city staff. The recommendations were divided into hydraulic and maintenance (grease) recommendations. In the SSMP, a specific proposed development was modeled and the assumption was that because the community had not expanded in population or area, the 1996 sewer master plan flow analysis was correct and still valid.

The scope of this document is to provide an update to the previous work compiled in the other wastewater master plans. Specifically,

- Review existing information and system components.
- Meet with City Staff to discuss the system operation and collect institutional knowledge regarding the system.
- Review existing CCTV work that has been performed to date to develop areas of identified improvements.
- Prepare a Capital Improvement Program listing of projects that were identified in previous studies as well as the work performed in this report.
- Prepare a recommended schedule of implementation of the Capital Improvement Projects to support the recommendations outlined in the previously prepared master plan and SSMP.

Part of the original scope of services for the report was to provide a snapshot model using a program such as MS Excel. During the course of the work, it was decided that it was more beneficial to prepare the Capital Improvement Program list of projects based on the CCTV work performed to date. The snap shot modeling effort was eliminated from the project.

Chapter 3 - System Overview

The City of Monterey Park topography is primarily sloping to the south. The topography is relatively flat with the exception of the rolling hill in the southeast corner of the city where the Garvey Reservoir is located and northwest of Atlantic Blvd is another hillside area. Atlantic Blvd is located in a valley area between the two hillside sections of the city. The majority of the elevations in the community range from approximately 250 feet in elevation in the southern section of the city to the mid 300s in the northeast corner. According to the description provided in the city's Sewer System Management Plan (URS, 2009), the northeast section of the city is the oldest. The Garvey Reservoir area is at an approximate elevation of 558 feet and the hillside community adjacent to the Monterey Park Golf Course (west of Atlantic Blvd.) elevations range in the mid to upper 500s. The center of the city is in the rolling hillside area.

As stated previously, the wastewater collection system operates entirely by gravity pipelines. There are no lift stations in the collection system. The pipelines are primarily vitrified clay pipe (VCP) and the predominant diameter is 8-inches. The largest diameter of collection system pipeline in the city is 15-inches. An approximation of the system by pipeline diameter can be seen in Table 1.

Table 1: Collection System Pipeline Percentage by Diameter

Diameter	Percentage of Total
8	95
10	3
12	1
15	1

Note: Footages based on City provided information

The collection system comprises approximately 126 miles of pipeline with 2,289 manholes (Sanitary Sewer Management Plan, URS 2009). The city does not currently have a system for numbering the manholes. It is not known by the current staff if there ever was a system for numbering the manholes. There are sections of pipelines in the collection system that are not VCP, but polyvinyl chloride (PVC) and concrete pipe. Concrete pipe is very susceptible to the effects of the corrosive nature of a wastewater environment and the use of this pipe material is fairly rare. This pipe material is discussed in greater detail in Chapter 6.

The wastewater collection system atlas that is used by city work forces are 8.5 x 11 inch sheets with portions of the collection system photocopied from a previous source. The city does have a grid system for the sheets that range from B3 to F6. It is unclear if there is an A series in the grid. A copy of the grid system is shown on Figure 3. With no numbering system for the manholes, it is very difficult for crews to accurately describe the location of the facility other than by street and cross streets.

According to the California Department of Finance population estimate for 2013, the City of Monterey Park has a population of 61,445. According to the estimate, the population has increased slightly from the figure in 2012 of 61,184. The community is primarily residential in composition. There are areas of commercial located in the city along the major corridors (Atlantic Blvd, Garvey Avenue, Garfield Avenue and Monterey Pass Road).

The city does not process its own wastewater nor does it have a wastewater treatment plant. Similar to other surrounding communities, the city wastewater system was originally designed to rely on the Los Angeles County Sanitation Department (LACSD). LACSD collects the wastewater from several communities and transports it to an LACSD nearby wastewater treatment plant. The city is part of LACSD District No. 2. In the city, there are several points where the city collection system connects to the LACSD trunk lines that pass through the city. Figure 2 shows the LACSD trunk lines and the city collection system connection points. The wastewater generated by the city is not metered as it flows into the LACSD system. The city does not know exactly how much wastewater is generated by the community because of the lack of metering. In addition, the LACSD does not accurately know how much wastewater is generated by the community of Monterey Park. In speaking with a representative from

LACSD, they confirmed that the wastewater is not metered from the individual communities, but rather typical generation rates based on land use are used to determine an approximation of the wastewater generated. These approximations are based on reports that are prepared by LACSD in order to establish their rates. Rates for the LACSD system are charged on the annual tax bill for each parcel in the community. The Appendix contains the LACSD typical sewage generation rates by land use along with the wastewater charges for District No. 2 communities.

Chapter 4 - Future Development Considerations

The City of Monterey Park is essentially built out with respect to development of open space or vacant parcels. There are specific areas that will benefit from infill or redevelopment of existing land uses; however, there are no imminent large scale developments on the planning horizon. The 2009 SSMP identified three developments that were proposed to be constructed in the city: Atlantic Time Square, Town Center and Market Square. The Atlantic Time Square development was constructed after the 2009 SSMP. It is assumed that the recommendations for the wastewater pipeline improvements identified in the SSMP were implemented. For the remaining two developments, the 2009 SSMP modeling efforts identified pipeline diameters that will need to be installed as part of the development conditions associated with the projects. Those future developments were not reanalyzed as part of this report. Based on discussions with city staff, there are no major projects identified that will modify the existing wastewater generation rates for specific areas of the city. Densification of existing land uses will increase the wastewater generation for the specific areas of the city where the growth will occur, but that is not envisioned to be widespread. Pipelines that were identified in the 1996 Sewer Master Plan defined as near the hydraulic deficient criteria should be reviewed in detail in those areas where substantial densification is intended to occur - conversion of single family residences into multifamily complexes or conversion of commercial property into live/work units (residential and commercial combined would be two examples.

Chapter 5 - Collection System CCTV Review

Background

The City has previously hired contractors to perform closed circuit television (CCTV) recording of the collection system pipeline interiors. As part of this update, city staff provided a map showing the areas of the city that had CCTV work performed in the past. The areas where CCTV work was previously performed can be seen in Figure 5. The footages from the CCTV logs provided by the city are shown in Table 2.

Table 2: Collection System CCTV Work Performed

Year	Footage (feet/miles)
2005	48,526 / 9.2
2006	56,219 / 10.65
2007	49,283 / 9.33
2008	43,000 / 8.14
2011	37,072 / 7.02

Note: The footages were calculated based on the total length of each reach of pipeline videotaped and recorded in the CCTV log.

From the footages provided and the estimated total city footage of 126 miles stated in the SSMP (URS, 2009) it was calculated that approximately 44.3 miles or 35% of the city had been televised. The years of the work performed were: 2000, 2005, 2006, 2007, 2008, and 2011. The 2000 CCTV work consisted entirely of paper inspection logs. There were no videos present. It is surmised that there were VHS tapes provided with the log book because that is how the 2005, 2006 and 2008 work was delivered to the city at the time of the work performance. Regardless, the 2000 work is considered obsolete at this point and as part of a routine, managed CCTV system, those pipelines are overdue for CCTV work.

As part of the scope of work for the update, the city provided the previous CCTV recordings that were on VHS tapes (2005, 2006, 2008). The tapes were sent to be converted to DVDs. In addition to the VHS tapes, the City provided DVDs of 2007, a portion of 2008 and 2011 for viewing also. There were a couple of general observations that were initially made regarding the CCTV work. Because the city does not have a formal manhole numbering system in place, the CCTV work listed the locations by pipeline station or a system that was not familiar to current city wastewater staff. Using this system, there are several obvious issues. For example, the location shown on the CCTV recording log does not indicate a cross street or starting point for the work. It merely begins with a station and continues all of the work for that period off of that station by street. Therefore, it is difficult and/or impossible to determine where any of the deficiencies exist. Many of the streets that were investigated are long. The footages provided by the recording do not exactly match the lengths shown on the atlas. In addition, there were errors reported in footages recorded and stations shown on the work. It is understood that the CCTV work has not been reviewed in detail by city staff.

Analysis

As part of this report, a formal process for reviewing the tapes was established. The process was:

- Convert the provided tape to DVD for viewing.
- Assemble a binder with the DVDs in place along with the associated video log.
- Code the condition of the pipeline based on the CCTV video log as follows:

  1. Grease
  2. Roots
  3. Sag
  4. Minor cracks
  5. Major cracks
  6. Offset joints
  7. Missing pipe

- Review electronic video work for conditions 4 through 7.
- Note areas identified as 1 thorough 3 and spot check videos to verify consistency.
- Prepare budget level repair estimates for the pipeline defects 4 through 7. Grease is a maintenance issue that is tied directly to the success of the city's fats, oils and grease (FOG) program. Pipeline sags can only be corrected by pipeline replacement and are considered a maintenance item unless the sag creates a pressurized condition. Eventual correction is recommended once other more critical areas are addressed.

Figure 5 was prepared to show the areas that had previous CCTV work performed based on the information provided by city staff.

There are entire sections of the city collection system that have never been internally inspected. This is not advisable, has been previously identified in the SSMP document to be performed and needs to be corrected as part of an aggressive campaign. As part of routine collection system maintenance, it is important to perform regular CCTV inspections of the pipeline system. The CCTV program should perform internal inspections of the entire collection system every 5 to 10 years and supplemental CCTV should be performed in areas where there are known issues (sags, grease, roots) every two years depending on the condition. To accomplish the necessary CCTV inspections many agencies purchase their own CCTV camera van and equipment and retain the staff necessary to operate the equipment. The staff can also perform other tasks that are required when they are not performing the CCTV work. As part of the city's Sewer System Management Plan (SSMP), internal inspection of the pipelines is a recommendation. The State of California considers CCTV of the collection system a requirement for proper management of the collection system and reduction of sewer system overflows (SSOs). Sewer system overflows that can be avoided through regular CCTV inspections could lead to fines imposed by the State Water Resources Control Board.

Findings

Based on the review of the videos provided, the collection system reviewed is in a serious state of disrepair. As there is no current CCTV program to document the correction of findings of previous CCTV work, it has to be assumed that the condition is still present unless additional information can be provided. In general, the CCTV work performed was of good quality. The camera operators performed well in documenting the condition of the collection system videoed. It is not common practice to perform a CCTV system inspection without a thorough cleaning of the pipeline prior to the CCTV work. It was evident in many if not all of the inspections that a cleaning of the pipeline prior to the CCTV work had not been performed. Failure to clean prior to video creates a situation where pests, roots, grease, and general wastewater debris are present on the video which to not add to the quality of the recording. Dirty pipelines also can mask any cracks or defects in the pipeline because areas are covered.

Grease

The areas reviewed had unacceptable levels of grease in the pipeline. There were customer lateral connections that appeared to be completely sealed off with grease plugs. Grease was so prevalent in certain pipeline reaches that the camera could not advance after several attempts because of the buildup of grease. It is evident based on the review of 35% of the collection system that the fats, oils and grease (FOG) program that is being performed by the city is not reaching the target audience on a large enough scale. The 1996 Wastewater Master Plan and 2009 SSMP both identified grease as a condition that was in need of correction.

Roots

Additionally, the system has numerous pipelines exhibiting extensive root intrusion. Many of the areas had to cease CCTV work due to blockages and the work had to set up downstream of the blockage and work upstream to complete the review of the pipeline reach. Root and grease conditions are very dangerous conditions in a collection system as the buildup collects passing material eventually forming a seal of the pipeline and leads to a sanitary sewer overflow condition in the street, exposure of the residents and environment to untreated wastewater, and the potential for financial penalties or civil penalties by the regulatory agencies.

Structural Issues

The videos reviewed show pipelines that failed structurally ranging from minor cracking at joints or laterals to spiral fracturing and visible separation of the pipeline material to areas where holes exist in the pipe or sections of the pipe are missing or fallen into the channel.

Not many of the areas reviewed show pipeline sags.

From the CCTV work reviewed (35% of the entire collection system) there were areas identified with one of each of the conditions shown above (1 through 7). The breakdown of the conditions observed is shown in Table 4.

The identified issues were then categorized into recommended improvement projects that are listed in the following section. A table listing all of the CCTV identified issues is included in the Appendix for reference. Grease and root condition pipeline reaches were identified, but not included as particular projects in the recommendation section as they relate to overall maintenance duties in a collection system. Sagged pipe reaches were also not specifically identified at any other location than in the Appendix. The recommendation section includes pipelines exhibiting a condition 4, 5, 6, or 7.

Future CCTV work should incorporate manhole numbering identifiers so that it can be accurately recorded and any issues identified for repair. A programmatic system for performing CCTV work needs to be prepared so that within a reasonable timeframe (10 years from a budget standpoint, 5 years recommended) the entire collection system is internally inspected. This work will then be started again for the next predetermined period as part of the recommendations and system requirements outlined in the city's Sewer System Management Plan (SSMP) that was reported to the regulatory agencies.

Table 4: Collection System Condition Based on CCTV Review

Condition	Percentage of Total CCTV Reaches Reviewed
Grease	19%
Roots	27%
Pipeline Sag	2.2%
Structural Deficiency	32%
Offset Joint	3%
No Observed Issue	34%

Note: Several pipeline reaches contain more than one issue and are coded appropriately.
The total number of pipeline reaches reviewed is 957 from 2005 through 2008 and 2011.

Chapter 6 - Recommended Capital Improvement Program

This chapter provides a list of recommended Capital Improvement Program projects based on the information collected in the preceding chapters. The recommended projects are a combination of physical improvement projects, staff/equipment improvements as well as overall program improvements. In speaking with city staff, the recommendations from the previous 1996 sewer master plan were not performed or implemented to their knowledge. Historical city staff are no longer with the agency and it cannot be confirmed that any of the recommendations were implemented. Therefore, it must be assumed that the repairs have not been made. It has also been confirmed that the recommendations outlined in the 2009 Sewer System Management Plan (SSMP) have not been performed or budgeted. Many of the recommendations listed an implementation date of 2009. It is understood that one of the reasons for the wastewater rate increase was to perform the recommendations.

Historical Recommendations

The recommended Capital Improvement Program (CIP) contains the recommendations from the previous study as well as the 2009 Sewer System Management Plan. As stated previously, cleaning of grease in the system is considered part of regular operation and maintenance activities so the cost estimate was not updated for this study. The cleaning of grease impacted pipelines is not a capital improvement project and those improvements are shown in Table 5 for reference.

Table 5 - Recommendations from 1996 Sewer Master Plan Relating to Grease

No.	Reason for Recommendation	Location	Length (ft)	Diameter (in)	2009 Updated Cost Estimate
1	Grease	Harding Ave: from Ynez Ave. to Chandler Ave.	175	10	$4,111
2	Grease	Nicholson Ave: from Garvey Ave. to 300 ft. north	300	8	$7,049
3	Grease	Lincoln Ave: from Garvey Ave. to 300 ft. north	300	8	$7,049
4	Grease	Garvey Ave: from Baltimore Ave. to Ramona Ave.	300	12	$7,049
5	Grease	Garvey Ave: from Lincoln Ave. to Garfield Blvd.	600	12	$14,096
6	Grease/ Hydraulic	Garvey Ave: from 278 ft. west of Atlantic to Chandler Ave. and Atlantic Blvd. then from Garvey Ave. 200 ft. north	1,078	10 and 12	$25,327
7	Grease	McPherrin Ave: from Avondale Ave. to Garcelon Ave.	300	8	$7,049
8	Grease	Alley west of El Mercado Ave: from El Mercado Ave. to El Mercado Ave.	1,200	8	$28,194
9	Grease	Alley west of Atlantic Ave: from Harding Ave. to easement	675	8	$15,859
10	Grease	Easement north of El Portal Pl: from Alley west of Atlantic Blvd. to Alley west of El Mercado Ave.	500	8	$11,748
11	Grease	Alley west of Atlantic Blvd: from El Portal Pl. to Cadiz St.	600	8	$14,096
12	Grease	Emerson Ave: from New Ave. east to city limits	200	8	$4,699
13	Grease	Garfield Pl: from Garfield Ave. to end of street	200	8	$4,699
14	Grease	Easement from Elmgate St. to Floral Dr.	600	8	$14,096
15	Grease	Ramona Blvd: from apartment complex to Golf Course Rd.	600	8	$14,096

No.	Reason for Recommendation	Location	Length (ft)	Diameter (in)	2009 Updated Cost Estimate
16	Grease	Isabella Ave: from Markland Dr. to Riggin St.	200	8	$4,699
17	Grease	Alley between Riggen St. and Hillview Dr.	600	8	$14,096
		Total Length 8 inch Diameter	6,275	Total Cost	$147,429
		Total Length 10 inch Diameter	715	Total Cost	$14,438
		Total Length 12 inch Diameter	1,438	Total Cost	$36,145
		Total All Recommendations	**8,428**	**Total Cost**	**$198,012**

Note: The 1996 Wastewater Master Plan also identified numerous pipeline reaches that required hydraulic improvements to accommodate increased flow due to build out or known conditions at that time. These improvements are included in the list of Capital Improvement Projects as they are pipeline improvements and not part of operation and maintenance of the collection system.

As mentioned previously, the 2009 SSMP identified several recommendations (12 total) that were to be implemented in 2009 or shortly thereafter. Those recommendations were also included in the list of Capital Improvement Program projects as they have not been completed yet. One of the recommendations is to prepare wastewater collection system atlas maps for the city. As part of this project, those maps were created showing manhole labels, pipe diameters, and flow direction and the atlas grid that was shown on the previous photocopy maps provided by the City was used.

The 1996 Wastewater Master Plan also listed 19 pipeline segments that based on the modeling performed as part of the Master Plan effort did not meet the requirements for adequate wastewater flow capacity and it was recommended to increase the diameter of the pipelines or install parallel pipelines. As part of this update, these recommendations were not validated or confirmed, but merely included in the Capital Improvement Program project list with 2013 cost estimates. Table 6 shows the recommendations and the updated costs.

Table 6 - Recommendations from 1996 Sewer Master Plan Relating to Hydraulic Conditions

No.	Recommendation	Location	Length (ft)	Diameter (in)	2009 Cost Estimate	2013 Cost Estimate
1	Parallel Pipeline	Grandridge Ave: from Alley east of Isabella Ave. to Arlight St.	1,050	8	$262,752	$333,600
2	Increase Diameter to 12-inch	Alley east of Isabella Ave: from Markland Dr. to Floral Dr.	802	12	$218,144	$283,300
3	Parallel Pipeline	Fulton Ave: from Markland Dr. to Riggin St.	481	8	$120,365	$157,000

No.	Recommendation	Location	Length (ft)	Diameter (in)	2009 Cost Estimate	2013 Cost Estimate
4	Parallel Pipeline	Emerson Ave: from New Ave. to Elizabeth Ave. and from Orange Ave. to Alhambra Ave.	1,536	8	$384,369	$474,000
5	Parallel Pipeline	Chandler Ave: from Harding Ave. to 300 ft north	300	10	$77,112	$115,600
6	Replace 8-inch Diameter Pipeline	Easement from Cipriano Pl. to Alley west of El Mercado Ave. and Alley from easement to El Portal Ave.	630 140	10 12	$161,935 $38,080	$247,900
7	Replace with 12-inch Diameter Pipe	Easement/Alley: from Harding Ave. to Ynez Ave.	2,250	12	$612,000	$783,000
8	Reline Existing Pipeline	Gladys Ave: from Emerson Ave. to end of street	700	8	$128,500	$228,400
9	Reline Existing Pipeline	Emerson Ave: from Nicholson Ave. to Lincoln Ave.	500	8	$91,800	$176,800
10	Reline Existing Pipeline	Bradshawe Ave: from 1018 Bradshawe Ave. to Bradshawe Pl.	200	8	$36,720	$84,400
11	Reline Existing Pipeline	Divina Vista St: from Ynez Ave. to top of hill	300	8	$55,080	$110,200
12	Replace 8-inch Diameter Pipeline	Fulton Ave: from Fernfield Dr. to Gleason St.	284	10	$72,999	$111,100
13	Parallel Pipeline	Sefton Ave: from Newmark Ave. to 310 south	310	8	$77,574	$112,700
14	Parallel Pipeline	Garvey Ave: from Alhambra Ave. to Nicholson Ave.	612	8	$153,147	$205,600
15	Parallel Pipeline	Floral Dr: from Atlantic Blvd. to Collegian Ave.	179	8	$44,793	$78,800
16	Parallel Pipeline	Garvey Ave: from Electric Ave. to Marguerita Ave.	372	8	$93,089	$128,800
17	Replace 10-inch Diameter Pipeline	Harding Ave: from Ynez Ave. to Chandler Ave.	566	12	**$38,080**	$199,100
18	Replace 10-inch Diameter Pipeline	Easement north of El Portal Pl: from Atlantic Blvd. to Alley west of Atlantic Blvd.	140	12	$48,500	$73,800
19	Replace 8-inch Diameter Pipeline	Emerson Ave: from Elizabeth Ave. to 200 ft. west	194	10	**$262,752**	$88,000

	Total Length 8 inch Diameter	6,240	Total Cost	$2,090,300
	Total Length 10 inch Diameter	1,408	Total Cost	$464,700
	Total Length 12 inch Diameter	3,898	Total Cost	$1,437,100
	Total All Recommendations	**11,546**	**Total Cost**	**$3,992,100**

Note: The 1996 Master Plan cost estimate was adjusted in the 2009 SSMP by a factor of 136% based on the Consumer Price Index. The 2013 cost estimate was calculated based on construction cost data from recent construction projects, rental rates using the State of California Department of Transportation Equipment Rental Cost Database and the State of California Department of Industrial Relations published labor prevailing wage rates for the 2013 timeframe.

(Note continued) The bold 2009 estimates shown for Project 17 and 19 do not calculate correctly based on the cost estimate per linear foot provided in the 2009 SSMP document ($272/lf for Project 17 and $250/lf for Project 19). The 2013 cost estimates shown are closer to the anticipated cost of the replacement of the pipeline.

As part of the 2009 Sewer System Management Plan (SSMP), the consultant made several system wide improvement recommendations to provide better efficiency to the overall operation of the system. In the SSMP, there were specific implementation timelines that were provided. The implementation did not occur, but the recommendations are included in the proposed wastewater system rate increase to allow for the city to make the recommended improvements. Table 7 lists the recommendations.

Table 7 - Recommendations from 2009 Sewer System Management Plan

No.	Priority	Identified Issue	Recommendation	Budget (2009)
1	High	Up to date Sewer Atlas Map Book	Using GIS format, develop and maintain a complete sanitary sewer atlas with an inventory of the data components.	$100,000
2	High	Geographic Positioning Survey	Use GPS technology to inventory all of the City's wastewater collection system components.	$100,000
3	High	Computerized Maintenance Management System (CMMS)	Purchase a CMMS for the wastewater collection system. Pursue integration with the City's maintenance management system.	$250,000
4	High	FOG Program	Expand the City's FOG program to include public outreach and a formal FOG program managed by the City's collection system staff.	$100,000
5	High	CCTV System Expansion	Expand CCTV operations equipment and staffing to include one additional CCTV van and two additional staff members to properly perform CCTV inspections of new and existing lines	$300,000
6	High	Asset Management Plan	Implement an asset management plan to actively develop rehabilitation and replacement programs for the collection system.	$500,000

No.	Priority	Identified Issue	Recommendation	Budget (2009)
7	High	System Evaluation and Capacity Assurance Plan	Perform a complete Sewer Master Plan to refine the capital improvement project list every five years.	$150,000
8	Medium	Upgrade field equipment for crews	Upgrade field equipment to make CCTV software compatible with other office software. Move towards electronic maps on hard mounted lap tops in the field crew trucks.	$50,000
9	Medium	Ongoing Training	Provide ongoing training for the City's collection system staff to be proficient in the use of the CMMS and GIS for collection system maintenance activities	$10,000
10	High	Emergency Overflow Response Plan	Update recently prepared Emergency Overflow Response Plan. Complete the plan and include systematic review annually of the plan in meeting the requirements of the SSMP.	$15,000
11	High	Flow Monitoring	Implement flow monitoring at key locations (10 and 2 rain gauges) for a period of three months between December and March to collection information on the extent of the I/I during the wet and dry weather conditions.	$75,000
12	High	Implement Annual Grease and FOG Inspection Program	Allowance for regular maintenance at identified hot spot locations	$200,000

Note: The 2009 budget numbers were not adjusted to 2013 dollars because it was estimated that the costs were in the same magnitude as previously estimated in 2009 for the identified recommendations.

Analysis

All of the closed circuit television (CCTV) videos provided by the city were reviewed that had conditions identified in the operator log sheets as a 4, 5, 6, or 7. Spot checks were performed for video logs that indicated roots or grease issues to verify that the logs were accurately reporting conditions in the pipeline. Each segment of pipeline reviewed with the 4 through 7 numbering was then provided a recommended improvement either spot repair to correct the issue for isolated small pipeline deficiencies such as one offset joint or a pipeline reach with relatively far spread deficiencies (cracked joints, cracked laterals, etc.). The next recommendation was to line the existing pipeline with a cured in place pipe (CIPP) product. This recommendation was made for pipelines that had many repeatable deficiencies (multiple joint fractures, several segments of pipe segments requiring repair, multiple segments spanning several reaches, or some major pipe deficiencies suitable to CIPP). CIPP is far less costly than traditional open cut construction where the project combines several pipeline reaches together into one project to realize the cost savings. It is also less impact to the residents and community because lateral connections can be reinstated robotically from within the pipeline and the entry into the pipeline can be achieved from within an existing manhole. The majority of the recommendations were either spot repair or CIPP for the areas requiring improvement. Hydraulic issues were not analyzed as part of this project so increasing diameter of existing pipelines was not in the list of projects. In pipeline reaches where there were several spot repairs (typically greater than 5 or 6) the recommendation was modified to CIPP of the entire reach between the manholes because it was less costly than several small excavations. Lastly, there were some pipeline reaches that required complete replacement due to the severity of the pipeline deficiency where a spot repair would be too long and the CIPP is not the best application.

For each project, a CIP project specific worksheet was prepared that identifies a recommended implementation schedule as well as a summary budget. The budget values were established utilizing three sources of information:

recent construction project typical cost estimates, prevailing wage labor rates using the State of California Department of Industrial Relations database for Los Angeles County (www.dir.ca.gov) and the State of California Department of Transportation (Caltrans) database for equipment rental rates (www.dot.ca.gov/hq/constru/eqrr). From that information, a master sheet was created in MS Excel and typical replacement costs were calculated. Using costs per hour for labor and equipment, an estimate of the amount of time required to perform certain tasks (excavation, pipeline installation, manhole setting, etc.) were calculated. Costs for material items were also estimated using recent quotes for materials and construction bids. The equipment, labor and material costs were then converted into a cost per foot for each type of repair (CIPP, replacement) for typical pipeline diameters found in the city system (8-, 10-, and 12-inch). Spot repairs were tabulated on a per occurrence basis. The MS Excel spreadsheet used for the cost estimating is located in the Appendix.

Recommendations

Once the costs were tabulated for the typical recommended repairs of the pipelines in the system, a Capital Improvement Program (CIP) sheet was created for each project identified. The first 19 projects are the pipeline hydraulic repair projects identified in the 1996 Wastewater Master Plan. These were selected as the first 19 for no reason other than they were the oldest recommendations.

CCTV Program

CIP project 20 is the annual CCTV program. This is a requirement in the SSMP and part of the recommendations outlined by the State of California in preventing sewer system overflows. The city does not have a program currently and it does not appear that there was a methodology to the areas of the community that were videotaped previously. Recognizing that the city has certain budget limitations, the CCTV program was divided into 10 sections of approximately 66,000 feet each. It is understood that the city cannot afford to video the entire system sooner than that timeframe, but it needs to be an annual project that is performed until the entire system has been documented and then repeated. The CCTV program will also be of benefit in that prior to the CCTV work, cleaning of the pipe will occur and that will provide the City with a program that will ultimately cover the entire pipeline network. The recommended CIP breakdown provides a comparison between having a private contractor perform the work and having the city crews perform the work. For the private contractor estimate, recent estimates were used for projects completed in similar lengths and diameters of pipelines. For the city staff performing the work estimate, the cost per foot assumes that the CCTV equipment was purchased as a separate project (CIP 37) as recommended in the 2009 SSMP and that two city staff members are needed to perform the CCTV work which is typically how it is performed. The cost per staff person can be seen in the Appendix on the master calculation spreadsheet. The benefit of having city staff perform the CCTV work is that they are not concerned with profit or other clients and they have a sense of pride working on their own system. The differential between hiring out or hiring additional staff members translated to the city option costing $0.40 more per foot. Annual CCTV inspection is necessary to ensure that the collection system continues to operate without incident. The community has a significant grease and root intrusion issue that hopefully will be addressed over time, but the CCTV work will also be required as a necessary tool of operating the system in cases of blockages, grease/root management, and pipeline condition.

Spot Repair Projects

CIP projects 21 through 24 are the areas where spot repairs are recommended. The spot repairs are based on the review of the CCTV work performed to date and there were 362 areas that are candidates for spot repairs. The areas were grouped relatively close together and the breakdown each year was in the mid to upper $300,000 range. It is recognized that it is not realistic to attempt to repair all of the spot repair areas all at once because the cost would be approximately $1.5M so it was divided into four relatively equal segments based on cost.

Cured in Place Pipe (CIPP) Projects

CIP projects 25 through 30 are the areas that require cured in place pipe (CIPP) lining based on the review of the CCTV work. Of the CCTV videos reviewed, there was approximately 59,400 linear feet that are recommended to be rehabilitated using CIPP. According to the CCTV video logs and the pipelines reviewed, there is approximately 22,500 linear feet of the collection system that is reinforced concrete pipe. This pipe is not acceptable for wastewater applications where the pipeline has atmospheric conditions. The hydrogen sulfide gas in the wastewater is released into the pipeline atmosphere and it combines with the water moisture to form sulfuric acid which is corrosive to concrete materials. As a result, the pipeline disintegrates and eventually fails. All of the concrete pipe identified in the system from the CCTV was included as a CIPP candidate. In addition to the areas with reinforced concrete pipe, there were pipeline reaches where the amount of spot repairs would cost more than just lining the entire reach so it was decided to include it in the CIPP recommendation list. Additionally, if there were pipeline deficiencies that were noted to be in the majority of the reach, the reach was added to the CIPP list. Areas with substantial root intrusion were not added to the list because root intrusion can be maintained with an aggressive cleaning program. It is recommended that the cost of maintaining the pipelines relatively root free versus lining the pipeline and eliminating the continual root maintenance should be explored by city staff at a future date. The projected total cost estimate for the installation of CIPP at the locations identified is $3.9M. To manage the cost and implementation of the projects, the projects were spread over 6 years.

Pipeline Replacement Projects

CIP projects 31 and 32 are two specific streets that require pipeline replacement due to the extreme pipeline deficiency that was seen on the CCTV. Both of those street projects were estimated using the pipeline replacement costs in the master calculation sheet.

2009 SSMP Recommended Projects

CIP projects 33 through 43 are summarized directly from the 2009 SSMP recommendations. The costs from the 2009 report were modified to include a 15% contingency.

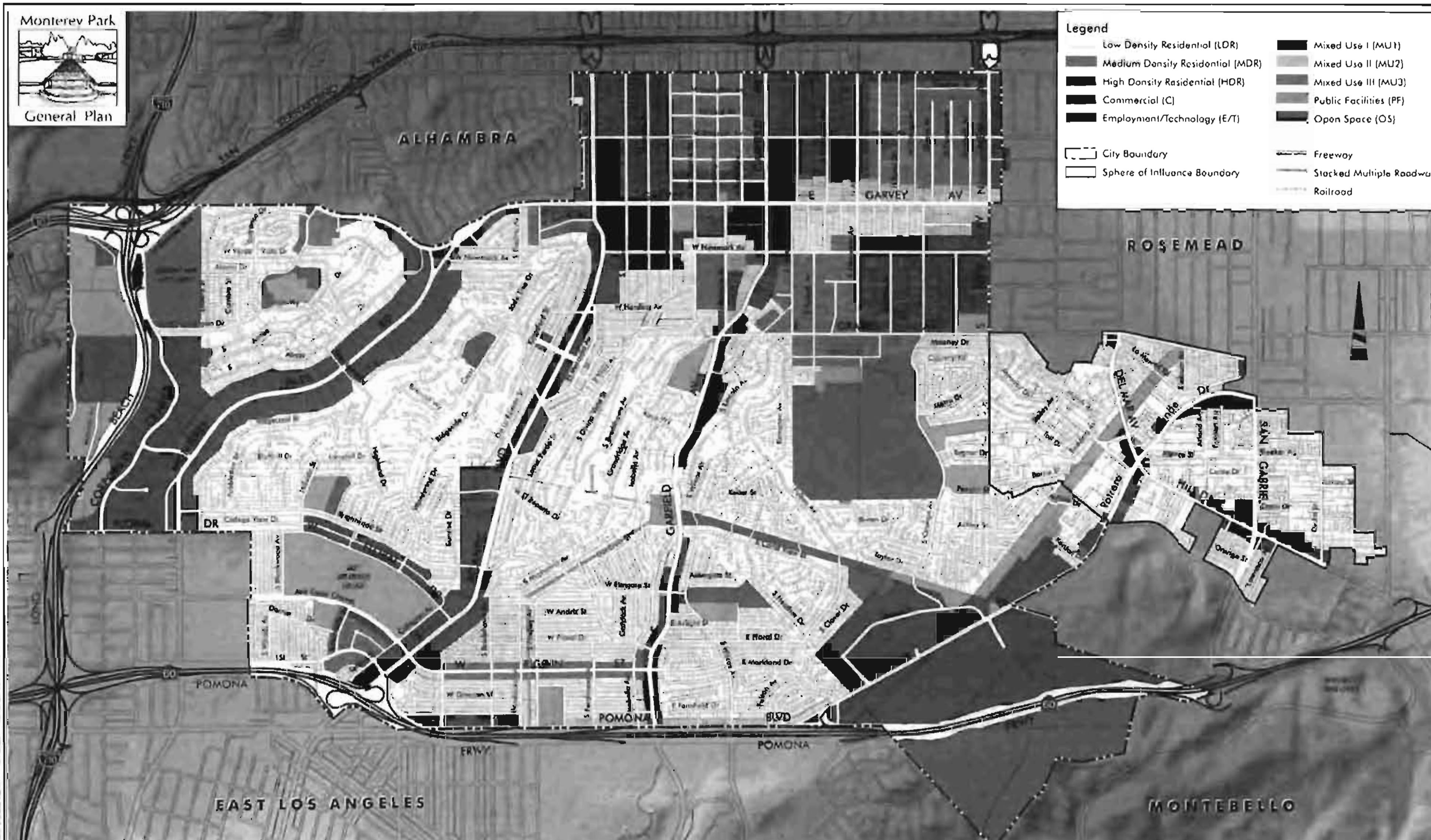
Annual Pipeline CCTV Projects Allowance

CIP project 44 is an allowance for costs associated with pipeline deficiency repairs discovered as the annual CCTV program (CIP 20) is performed. For purposes of this study, it was assumed that the city collection system is maintained consistent to the areas that had video work performed. The age is relatively similar and the pipeline materials, wastewater constituents, land uses are very similar so for estimating purposes, the remaining 65% of the collection system to have CCTV work performed will have similar results in Capital Improvement Program projects (spot repairs and CIPP). As stated previously, the annual cost for those projects is about $800,000. That is the cost of project 44.

Once the 44 CIP projects were identified with their own cost estimates, a CIP sheet was created for each showing a map obtained courtesy of Google Earth of the area, a breakdown of the cost as well as the description of the project and the issue warranting the project. Those sheets and the cost breakdown are attached for reference.

The 44 projects were compiled into a summary table showing implementation years on a 10 year basis. This is the typical timeline for Capital Improvement Program projects in a master plan. It is assumed that after 10 years, several projects have been implemented and at that point, new projects are necessary (development related or improvement related) that need to be scheduled. The total cost of the identified projects is $12,776,300.

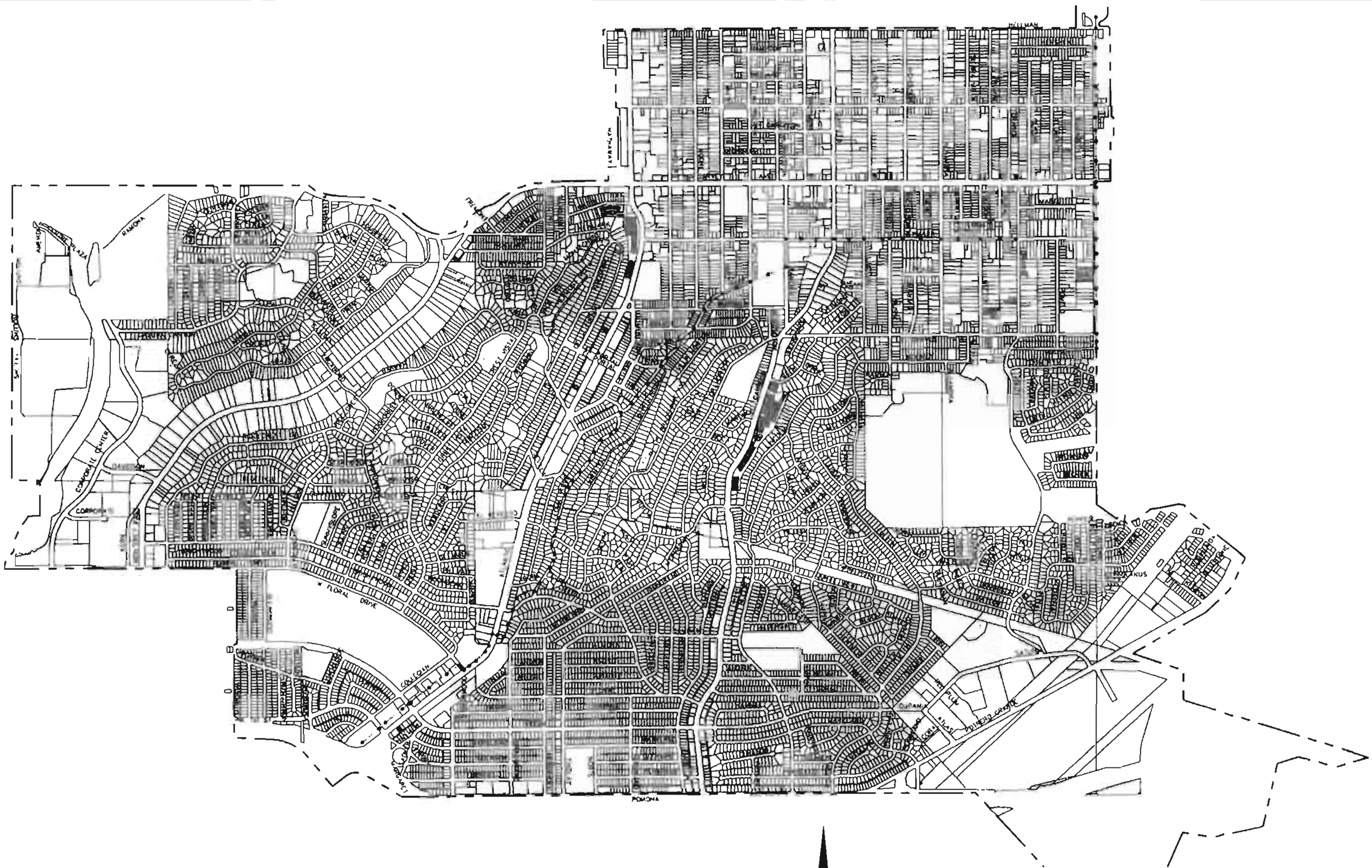
The CIP implementation schedule lists the projects by the corresponding number assigned. Projects that repeat over the timeframe such as CCTV work or the pipeline repair allowance are shown. To keep the recommended CIP projects manageable from an implementation and financial aspect, the improvements were arranged so that the annual cost for the improvements would be $2M. To spread the proposed improvements over a larger schedule is not realistic and the estimates would need to be revisited after approximately 5 to 7 years. The 1996 Wastewater Master Plan projects (CIP 1 through 19) were delayed until Year 5 to allow for implementation of more critical projects relating to pipeline deficiencies (spot repairs and CIPP).



CITY OF MONTEREY PARK
WASTEWATER MASTER PLAN UPDATE

LAND USE MAP

FIGURE 1



1600' 800' 0 1600' 3200'

SCALE IN FEET

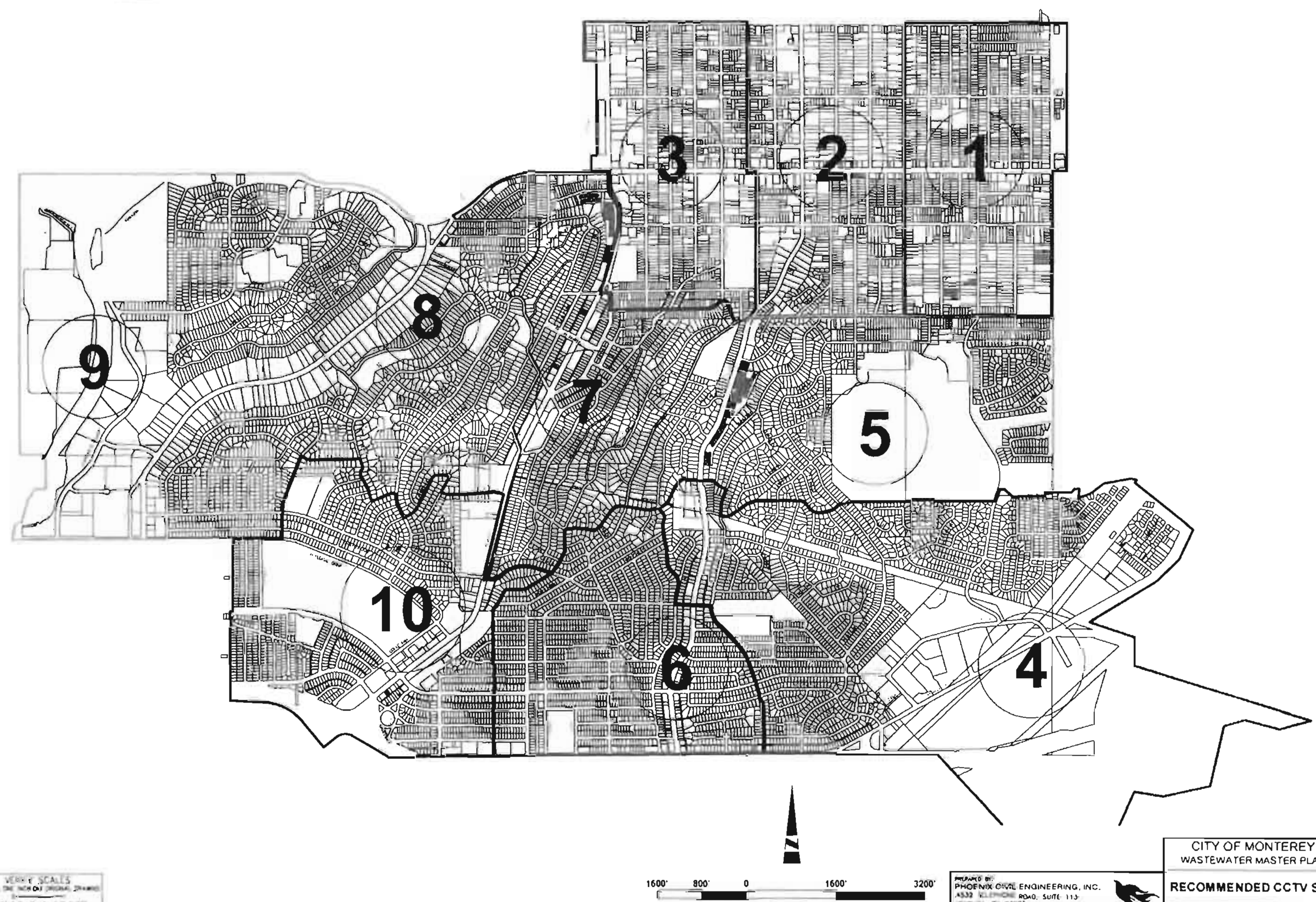
VERIFY SCALES

PREPARED BY:
PHOENIX CIVIL ENGINEERING, INC.

CITY OF MONTEREY PARK
WASTEWATER MASTER PLAN UPDATE

LOS ANGELES COUNTY
SANITATION DISTRICT FACILITIES

FIGURE 2

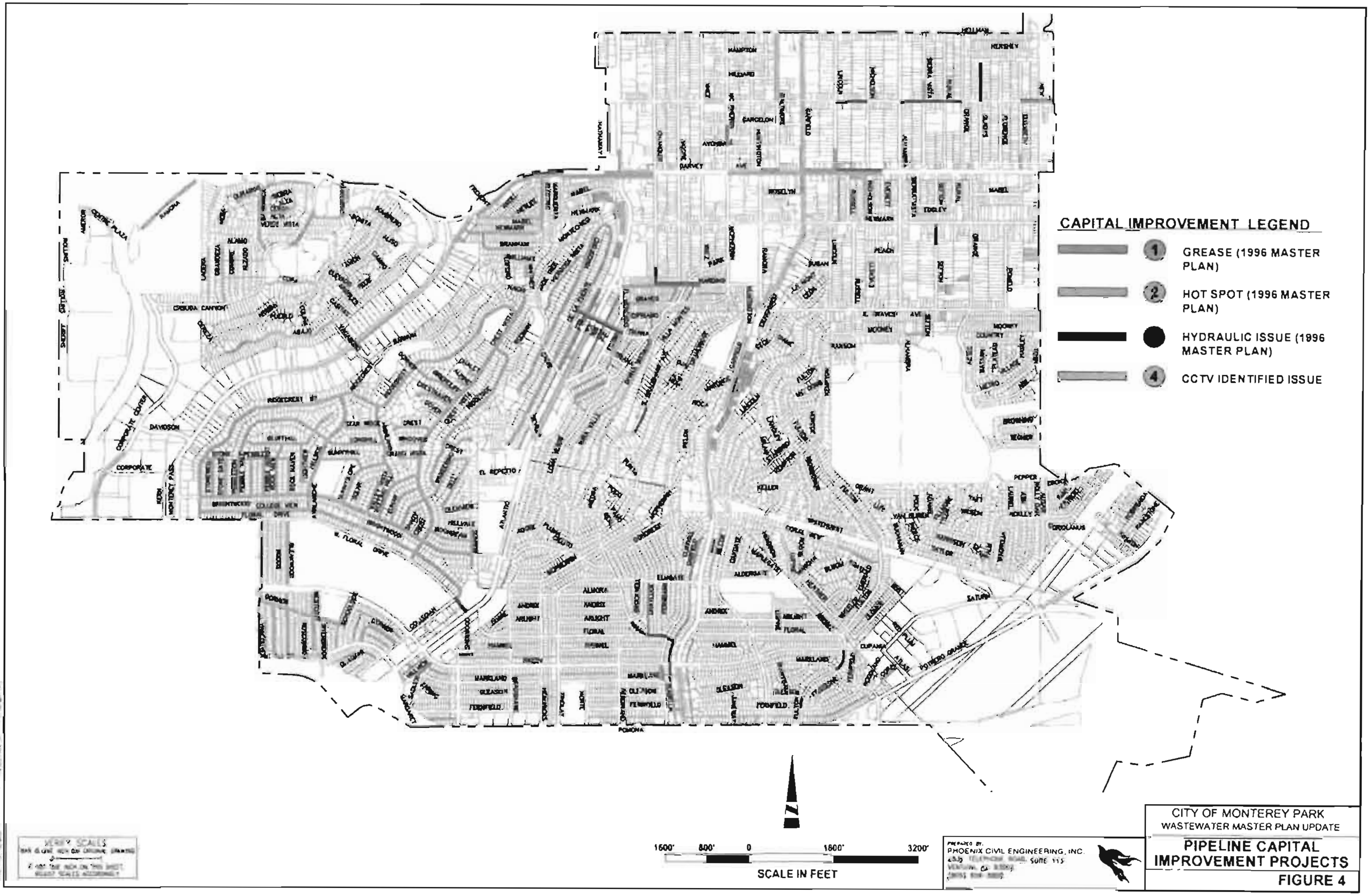


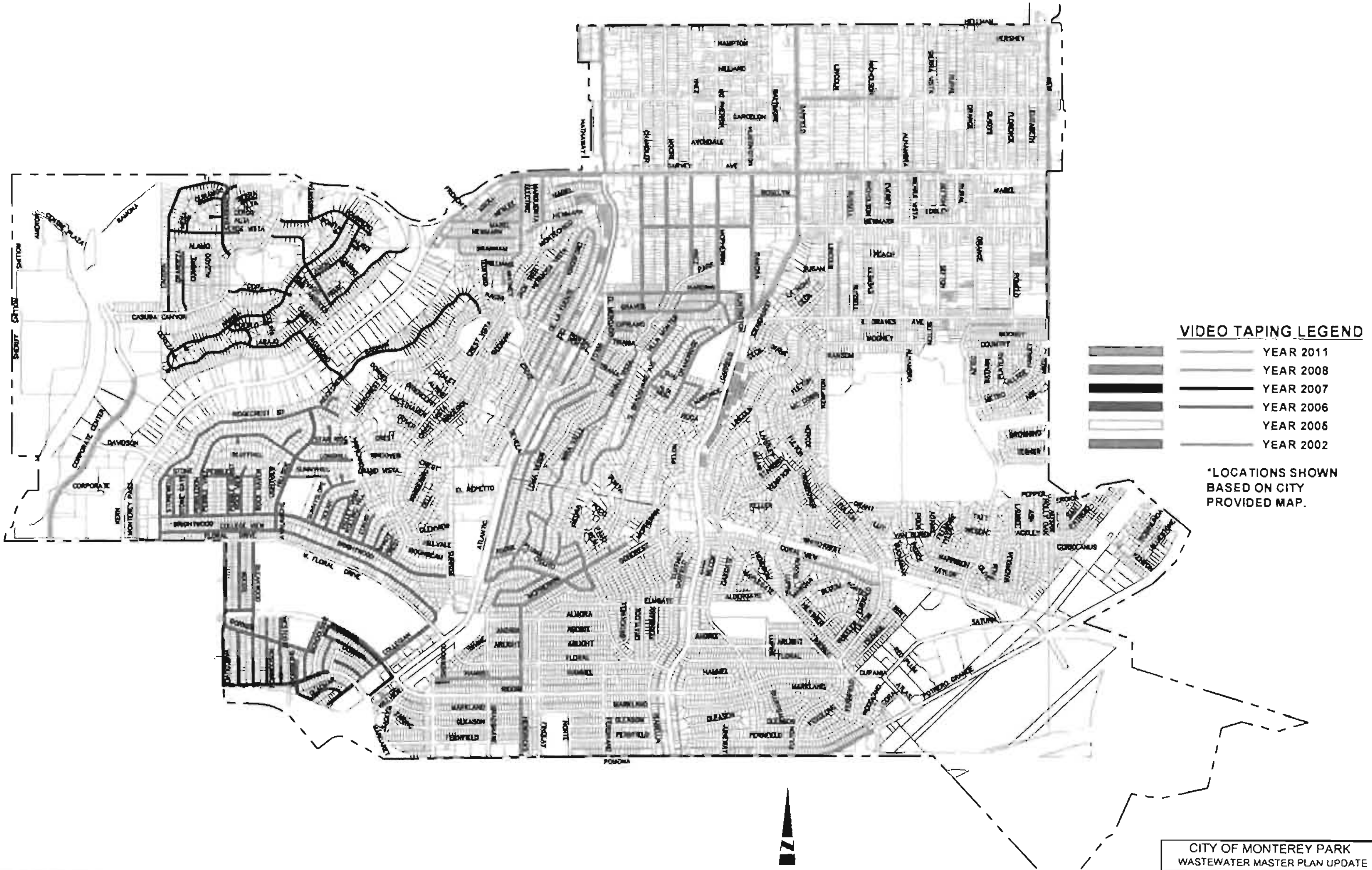
PREPARED BY:
PHOENIX CIVIL ENGINEERING, INC.

CITY OF MONTEREY PARK
WASTEWATER MASTER PLAN UPDATE

RECOMMENDED CCTV SCHEDULE

FIGURE 3


CAPITAL IMPROVEMENT LEGEND
1 GREASE (1996 MASTER PLAN)
2 HOT SPOT (1996 MASTER PLAN)
HYDRAULIC ISSUE (1996 MASTER PLAN)
4 CCTV IDENTIFIED ISSUE
N
1600' 800' 0 1600' 3200'
SCALE IN FEET
PREPARED BY:
PHOENIX CIVIL ENGINEERING, INC.
CITY OF MONTEREY PARK
WASTEWATER MASTER PLAN UPDATE
PIPELINE CAPITAL IMPROVEMENT PROJECTS
FIGURE 4



PHOENIX CIVIL ENGINEERING, INC.
VENTURA, CA

CITY OF MONTEREY PARK
WASTEWATER MASTER PLAN UPDATE

CCTV WORK PERFORMED

FIGURE 5

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Imorovement Program Project Summary

Project No	Location	Description	Estimated Cost
1	Grandridge Ave: from Alley east of Isabella to Arlight Street	Pipeline Replacement	$333,600
2	Alley East of Isabella Ave: from Markland Dr. to Floral Dr.	Pipeline Replacement	$283,300
3	Fulton Ave: from Markland Dr. to Riggin St.	Pipeline Replacement	$157,000
4	Emerson Ave: from New Ave. to Elizabeth Ave. and from Orange Ave. to Alhambra Ave	Pipeline Replacement	$474,000
5	Chandler Ave: from Harding Ave. to 300 ft north	Pipeline Replacement	$115,600
6	Easement: from Cipriano Pl. to Alley west of El Mercado Ave. and Alley from easement to El Portal Ave	Pipeline Replacement	$247,900
7	Easement/Alley: from Harding Ave. to Ynez Ave.	Pipeline Replacement	$783,000
8	Gladys Ave: from Emerson Ave. to end of street	Pipeline Replacement	$228,400
9	Emerson Ave: from Nicholson Ave. to Lincoln Ave.	Pipeline Replacement	$176,800
10	Bradshawe Ave: from 1018 Bradshawe Ave. to Bradshawe Pl.	Pipeline Replacement	$84,400
11	Divina Vista Street: from Ynez Ave. to top of hill	Pipeline Replacement	$110,200
12	Fulton Ave: from Fernfield Dr to Gleason St.	Pipeline Replacement	$111,100
13	Sefton Avenue: from Newmark Ave. to 310 feet south	Pipeline Replacement	$112,700
14	Garvey Ave.: from Alhambra Ave. to Nicholson Ave.	Pipeline Replacement	$205,600
15	Floral Drive: from Atlantic Blvd. to Collegian Ave.	Pipeline Replacement	$78,800
16	Garvey Ave.: from Electric Ave. to Marguerita Ave.	Pipeline Replacement	$128,800
17	Harding Ave.: from Ynez Ave. to Chandler Ave.	Pipeline Replacement	$199,100
18	Easement north of El Portal Pl.: from Atlantic Blvd. to Alley west of Atlantic Blvd.	Pipeline Replacement	$73,800
19	Emerson Ave.: from Elizabeth Ave. to 200 feet west	Pipeline Replacement	$88,000
20	Annual CCTV Program	Annual CCTV Program (10 year rotation)	$191,200
		Annual CCTV Prog. (City Staff)	$221,800
21	Spot Repairs - Multiple Locations - Year 1	Spot Repairs (Various Locations)	$377,400
22	Spot Repairs - Multiple Locations - Year 2	Spot Repairs (Various Locations)	$365,000
23	Spot Repairs - Multiple Locations - Year 3	Spot Repairs (Various Locations)	$385,700
24	Spot Repairs - Multiple Locations - Year 4	Spot Repairs (Various Locations)	$373,300
25	Cured in Place Pipe Installations - Multiple Locations - Year 1	Cured in Place Pipe Installation	$569,300
26	Cured in Place Pipe Installations - Multiple Locations - Year 2	Cured in Place Pipe Installation	$570,400
27	Cured in Place Pipe Installations - Multiple Locations - Year 3	Cured in Place Pipe Installation	$567,700
28	Cured in Place Pipe Installations - Multiple Locations - Year 4	Cured in Place Pipe Installation	$794,600
29	Cured in Place Pipe Installations - Multiple Locations - Year 5	Cured in Place Pipe Installation	$732,400
30	Cured in Place Pipe Installations - Multiple Locations - Year 6	Cured in Place Pipe Installation	$706,400
31	Briarcliff Way	Pipeline Replacement	$67,200
32	Alpine Terrace	Pipeline Replacement	$96,700
33	Up to Date Sewer Atlas Map Book	SSMP Requirement	$115,000
34	Geographic Positioning Survey	SSMP Requirement	$115,000
35	Computerized Maintenance Management System	SSMP Requirement	$287,500
36	FOG Program Expansion	SSMP Requirement	$115,000
37	CCTV System Expansion	SSMP Requirement	$345,000
38	Asset Management Plan	SSMP Requirement	$575,000
39	Upgrade Field Equipment	SSMP Requirement	$57,500
40	Ongoing Training	SSMP Requirement	$11,500
41	Emergency Overflow Response Plan	SSMP Requirement	$17,300
42	Flow Monitoring	SSMP Requirement	$86,300
43	Implement Annual Grease and FOG Inspection Program	SSMP Requirement	$230,000
44	Annual Allowance for Pipeline Repairs from CCTV	Pipeline Replacement	$810,000
		Total	$12,776,300

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program 10-Year Implementation

Project No.	Location	Description of Improvement	Year 1	2	3	4	5	6	7	8	9	10
1	Grandridge Ave: from Alley east of Isabella to Arlight Street	Pipeline Replacement						$333,600				
2	Alley East of Isabella Ave: from Markland Dr. to Floral Dr.	Pipeline Replacement										$283,300
3	Fulton Ave: from Markland Dr. to Riggin St.	Pipeline Replacement										$157,000
4	Emerson Ave: from New Ave. to Elizabeth Ave. and from Orange Ave. to Alhambra Ave.	Pipeline Replacement								$474,000		
5	Chandler Ave: from Harding Ave. to 300 ft north	Pipeline Replacement							$115,600			
6	Easement: from Cipriano Pl. to Alley west of El Mercado Ave. and Alley from easement to El Portal Ave.	Pipeline Replacement								$247,900		
7	Easement/Alley: from Harding Ave. to Ynez Ave.	Pipeline Replacement									$783,000	
8	Gladys Ave: from Emerson Ave. to end of street	Pipeline Replacement					$228,400					
9	Emerson Ave: from Nicholson Ave. to Lincoln Ave.	Pipeline Replacement								$176,800		
10	Bradshawe Ave: from 1018 Bradshawe Ave. to Bradshawe Pl.	Pipeline Replacement								$84,400		
11	Oivina Vista Street: from Ynez Ave. to top of hill	Pipeline Replacement								$110,200		
12	Fulton Ave: from Fernfield Dr. to Gleason St.	Pipeline Replacement									$111,100	
13	Sefton Avenue: from Newmark Ave. to 310 feet south	Pipeline Replacement									$112,700	
14	Garvey Ave.: from Alhambra Ave. to Nicholson Ave.	Pipeline Replacement									$205,600	
15	Floral Drive: from Atlantic Blvd. to Collegian Ave.	Pipeline Replacement										$78,800
16	Garvey Ave.: from Electric Ave. to Marguerita Ave.	Pipeline Replacement										$128,800
17	Harding Ave.: from Ynez Ave. to Chandler Ave.	Pipeline Replacement										$199,100
18	Easement north of El Portal Pl.: from Atlantic Blvd. to Alley west of Atlantic Blvd.	Pipeline Replacement										$73,800
19	Emerson Ave.: from Elizabeth Ave. to 200 feet west	Pipeline Replacement										$88,000
20	Annual CCTV Program	Annual CCTV Prog. (City Staff)	$221,800	$221,800	$221,800	$221,800	$221,800	$221,800	$221,800	$221,800	$221,800	$221,800
21	Spot Repairs - Multiple Locations - Year 1	Spot Repairs (Various Locations)	$377,400									
22	Spot Repairs - Multiple Locations - Year 2	Spot Repairs (Various Locations)		$365,000								
23	Spot Repairs - Multiple Locations - Year 3	Spot Repairs (Various Locations)			$385,700							
24	Spot Repairs - Multiple Locations - Year 4	Spot Repairs (Various Locations)				$373,300						
25	Cured in Place Pipe Installations - Multiple Locations - Year 1	Cured in Place Pipe Installation	$569,300									
26	Cured in Place Pipe Installations - Multiple Locations - Year 2	Cured in Place Pipe Installation		$570,400								
27	Cured in Place Pipe Installations - Multiple Locations - Year 3	Cured in Place Pipe Installation			$567,700							
28	Cured in Place Pipe Installations - Multiple Locations - Year 4	Cured in Place Pipe Installation				$794,600						
29	Cured in Place Pipe Installations - Multiple Locations - Year 5	Cured in Place Pipe Installation					$732,400					

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program 10-Year Implementation

Project No.	Location	Description of Improvement	Year 1	2	3	4	5	6	7	8	9	10
30	Cured in Place Pipe Installations - Multiple Locations - Year 6	Cured in Place Pipe Installation						$706,400				
31	Briarcliff Way	Pipeline Replacement	$67,200									
32	Alpine Terrace	Pipeline Replacement	$96,700									
33	Up to Date Sewer Atlas Map Book	SSMP Requirement			$115,000							
34	Geographic Positioning Survey	SSMP Requirement					$115,000					
35	Computerized Maintenance Management System	SSMP Requirement							$287,500			
36	FOG Program Expansion	SSMP Requirement	$115,000									
37	CCTV System Expansion	SSMP Requirement	$345,000									
38	Asset Management Plan	SSMP Requirement							$575,000			
39	Upgrade Field Equipment	SSMP Requirement		$57,500								
40	Ongoing Training	SSMP Requirement		$11,500								
41	Emergency Overflow Response Plan	SSMP Requirement	$17,300									
42	Flow Monitoring	SSMP Requirement							$86,300			
43	Implement Annual Grease and FOG Inspection Program	SSMP Requirement	$230,000									
44	Annual Allowance for Pipeline Repairs from CCTV	Pipeline Replacement		$810,000	$810,000	$810,000	$810,000	$810,000	$810,000	$810,000	$810,000	$810,000
		Total By Year	**$2,039,700**	**$2,036,200**	**$2,100,200**	**$2,199,700**	**$2,107,600**	**$2,071,800**	**$2,096,200**	**$2,125,100**	**$2,244,200**	**$2,040,600**

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	1 – 1996 Master Plan
Schedule	Year 6
Description/Location	Grandridge Ave: from Alley east of Isabella to Arlight Street
Issue	Hydraulic Deficiency
Budget	$333,600
➢ Design	$55,600
➢ Construction	$278,000

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #1
Grandridge Ave: from Alley east of Isabella to Arlight Street

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$18,720.00	$18,720.00
2	Excavation	1050	LF	$25.00	$26,250.00
3	Manhole Installation	4	EA	$8,300.00	$33,200.00
4	Pipeline Installation	1050	LF	$69.00	$72,450.00
5	Backfill and Compaction	1050	LF	$51.00	$53,550.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$205,915.00
	Contingency	15%			$30,900.00
	Overhead/Profit/Bonds/Insurance	20%			$41,200.00
	Design and Construction Phase Services	20%			$55,600.00
	Total				**$333,615.00**
	Budget				**$333,600.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	2 – 1996 Master Plan
Schedule	Year 10
Description/Location	Alley East of Isabella Ave: from Markland Dr. to Floral Dr.
Issue	Hydraulic Deficiency
Budget	$283,300
➢ Design	$47,200
➢ Construction	$236,100

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #2
Alley East of Isabella Ave: from Markland Dr. to Floral Dr.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$15,900.00	$15,900.00
2	Excavation	802	LF	$25.00	$20,050.00
3	Manhole Installation	3	EA	$8,300.00	$24,900.00
4	Pipeline Installation	802	LF	$89.00	$71,378.00
5	Backfill and Compaction	802	LF	$51.00	$40,902.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$174,875.00
	Contingency	15%			$26,200.00
	Overhead/Profit/Bonds/Insurance	20%			$35,000.00
	Design and Construction Phase Services	20%			$47,200.00
	Total				**$283,275.00**
	Budget				**$283,300.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	3 – 1996 Master Plan
Schedule	Year 10
Description/Location	Fulton Ave: from Markland Dr. to Riggin St.
Issue	Hydraulic Deficiency
Budget	$157,000
➢ Design	$26,200
➢ Construction	$130,800

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #3
Fulton Ave: from Markland Dr. to Riggin St.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$8,810.00	$8,810.00
2	Excavation	481	LF	$25.00	$12,025.00
3	Manhole Installation	2	EA	$8,300.00	$16,600.00
4	Pipeline Installation	481	LF	$69.00	$33,189.00
5	Backfill and Compaction	481	LF	$51.00	$24,531.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$96,900.00
	Contingency	15%			$14,500.00
	Overhead/Profit/Bonds/Insurance	20%			$19,400.00
	Design and Construction Phase Services	20%			$26,200.00
	Total				**$157,000.00**
	Budget				**$157,000.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	4 – 1996 Master Plan
Schedule	Year 8
Description/Location	Emerson Ave: from New Ave. to Elizabeth Ave. and from Orange Ave. to Alhambra Ave.
Issue	Hydraulic Deficiency
Budget	$474,000
➢ Design	$79,000
➢ Construction	$395,000

City of Monterey Park

Wastewater System Master Plan Update

Opinion of Probable Construction Cost

Capital Improvement Program Project #4

Emerson Ave: from New Ave. to Elizabeth Ave. and from Orange Ave. to Alhambra Ave.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$26,600.00	$26,600.00
2	Excavation	1536	LF	$25.00	$38,400.00
3	Manhole Installation	5	EA	$8,300.00	$41,500.00
4	Pipeline Installation	1536	LF	$69.00	$105,984.00
5	Backfill and Compaction	1536	LF	$51.00	$78,336.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$292,565.00
	Contingency	15%			$43,900.00
	Overhead/Profit/Bonds/Insurance	20%			$58,500.00
	Design and Construction Phase Services	20%			$79,000.00
	Total				**$473,965.00**
	Budget				**$474,000.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	5 – 1996 Master Plan
Schedule	Year 7
Description/Location	Chandler Ave: from Harding Ave. to 300 ft north
Issue	Hydraulic Deficiency
Budget	$115,600
➢ Design	$19,300
➢ Construction	$96,300

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #5
Chandler Ave: from Harding Ave. to 300 ft north

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$6,480.00	$6,480.00
2	Excavation	300	LF	$25.00	$7,500.00
3	Manhole Installation	2	EA	$8,300.00	$16,600.00
4	Pipeline Installation	300	LF	$79.00	$23,700.00
5	Backfill and Compaction	300	LF	$51.00	$15,300.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$71,325.00
	Contingency	15%			$10,700.00
	Overhead/Profit/Bonds/Insurance	20%			$14,300.00
	Design and Construction Phase Services	20%			$19,300.00
	Total				**$115,625.00**
	Budget				**$115,600.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	6 – 1996 Master Plan
Schedule	Year 8
Description/Location	Easement: from Cipriano Pl. to Alley west of El Mercado Ave. and Alley from easement to El Portal Ave.
Issue	Hydraulic Deficiency
Budget	$247,900
➢ Design	$41,300
➢ Construction	$206,600

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #6
Easement: from Cipriano Pl. to Alley west of El Mercado Ave. and Alley from easement to El Portal Ave.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$13,910.00	$13,910.00
2	Excavation	770	LF	$25.00	$19,250.00
3	Manhole Installation	2	EA	$8,300.00	$16,600.00
4	Pipeline Installation (10-inch diameter)	630	LF	$79.00	$49,770.00
5	Pipeline Installation (12-inch diameter)	140	LF	$89.00	$12,460.00
6	Backfill and Compaction	770	LF	$51.00	$39,270.00
7	Pressure Testing	1	LS	$745.00	$745.00
8	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$153,005.00
	Contingency	15%			$23,000.00
	Overhead/Profit/Bonds/Insurance	20%			$30,600.00
	Design and Construction Phase Services	20%			$41,300.00
	Total				**$247,905.00**
	Budget				**$247,900.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 8.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	7 - 1996 Master Plan
Schedule	Year 9
Description/Location	Easement/Alley: from Harding Ave. to Ynez Ave.
Issue	Hydraulic Deficiency
Budget	$783,000
➢ Design	$130,500
➢ Construction	$652,500

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #7
Easement/Alley: from Harding Ave. to Ynez Ave.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$43,940.00	$43,940.00
2	Excavation	2250	LF	$25.00	$56,250.00
3	Manhole Installation	8	EA	$8,300.00	$66,400.00
4	Pipeline Installation	2250	LF	$89.00	$200,250.00
5	Backfill and Compaction	2250	LF	$51.00	$114,750.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$483,335.00
	Contingency	15%			$72,500.00
	Overhead/Profit/Bonds/Insurance	20%			$96,700.00
	Design and Construction Phase Services	20%			$130,500.00
	Total				**$783,035.00**
	Budget				**$783,000.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	8 – 1996 Master Plan
Schedule	Year 5
Description/Location	Gladys Ave: from Emerson Ave. to end of street
Issue	Hydraulic Deficiency
Budget	$228,400
➢ Design	$38,100
➢ Construction	$190,300

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #8
Gladys Ave: from Emerson Ave. to end of street

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$12,810.00	$12,810.00
2	Excavation	700	LF	$25.00	$17,500.00
3	Manhole Installation	3	EA	$8,300.00	$24,900.00
4	Pipeline Installation	700	LF	$69.00	$48,300.00
5	Backfill and Compaction	700	LF	$51.00	$35,700.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$140,955.00
	Contingency	15%			$21,100.00
	Overhead/Profit/Bonds/Insurance	20%			$28,200.00
	Design and Construction Phase Services	20%			$38,100.00
	Total				**$228,355.00**
	Budget				**$228,400.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	9 – 1996 Master Plan
Schedule	Year 8
Description/Location	Emerson Ave: from Nicholson Ave. to Lincoln Ave.
Issue	Hydraulic Deficiency
Budget	$176,800
➢ Design	$29,500
➢ Construction	$147,300

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #9
Emerson Ave: from Nicholson Ave. to Lincoln Ave.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$9,910.00	$9,910.00
2	Excavation	500	LF	$25.00	$12,500.00
3	Manhole Installation	3	EA	$8,300.00	$24,900.00
4	Pipeline Installation	500	LF	$69.00	$34,500.00
5	Backfill and Compaction	500	LF	$51.00	$25,500.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$109,055.00
	Contingency	15%			$16,400.00
	Overhead/Profit/Bonds/Insurance	20%			$21,800.00
	Design and Construction Phase Services	20%			$29,500.00
	Total				**$176,755.00**
	Budget				**$176,800.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	10 – 1996 Master Plan
Schedule	Year 8
Description/Location	Bradshawe Ave: from 1018 Bradshawe Ave. to Bradshawe Pl.
Issue	Hydraulic Deficiency
Budget	$84,400
➢ Design	$14,100
➢ Construction	$70,300

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #10
Bradshawe Ave: from 1018 Bradshawe Ave. to Bradshawe Pl.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$4,730.00	$4,730.00
2	Excavation	200	LF	$25.00	$5,000.00
3	Manhole Installation	2	EA	$8,300.00	$16,600.00
4	Pipeline Installation	200	LF	$69.00	$13,800.00
5	Backfill and Compaction	200	LF	$51.00	$10,200.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$52,075.00
	Contingency	15%			$7,800.00
	Overhead/Profit/Bonds/Insurance	20%			$10,400.00
	Design and Construction Phase Services	20%			$14,100.00
	Total				**$84,375.00**
	Budget				**$84,400.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	11 – 1996 Master Plan
Schedule	Year 8
Description/Location	Divina Vista Street: from Ynez Ave. to top of hill
Issue	Hydraulic Deficiency
Budget	$110,200
➢ Design	$18,400
➢ Construction	$91,800

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #11
Divina Vista Street: from Ynez Ave. to top of hill

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$6,180.00	$6,180.00
2	Excavation	300	LF	$25.00	$7,500.00
3	Manhole Installation	2	EA	$8,300.00	$16,600.00
4	Pipeline Installation	300	LF	$69.00	$20,700.00
5	Backfill and Compaction	300	LF	$51.00	$15,300.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$68,025.00
	Contingency	15%			$10,200.00
	Overhead/Profit/Bonds/Insurance	20%			$13,600.00
	Design and Construction Phase Services	20%			$18,400.00
	Total				**$110,225.00**
	Budget				**$110,200.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	12 – 1996 Master Plan
Schedule	Year 9
Description/Location	Fulton Ave: from Fernfield Dr. to Gleason St.
Issue	Hydraulic Deficiency
Budget	$111,100
➢ Design	$18,500
➢ Construction	$96,600

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #12
Fulton Ave: from Fernfield Dr. to Gleason St.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$6,240.00	$6,240.00
2	Excavation	284	LF	$25.00	$7,100.00
3	Manhole Installation	2	EA	$8,300.00	$16,600.00
4	Pipeline Installation	284	LF	$79.00	$22,436.00
5	Backfill and Compaction	284	LF	$51.00	$14,484.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$68,605.00
	Contingency	15%			$10,300.00
	Overhead/Profit/Bonds/Insurance	20%			$13,700.00
	Design and Construction Phase Services	20%			$18,500.00
	Total				**$111,105.00**
	Budget				**$111,100.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	13 – 1996 Master Plan
Schedule	Year 9
Description/Location	Sefton Avenue: from Newmark Ave. to 310 feet south
Issue	Hydraulic Deficiency
Budget	$112,700
➢ Design	$18,800
➢ Construction	$93,900

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #13
Sefton Avenue: from Newmark Ave. to 310 feet south

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$6,330.00	$6,330.00
2	Excavation	310	LF	$25.00	$7,750.00
3	Manhole Installation	2	EA	$8,300.00	$16,600.00
4	Pipeline Installation	310	LF	$69.00	$21,390.00
5	Backfill and Compaction	310	LF	$51.00	$15,810.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$69,625.00
	Contingency	15%			$10,400.00
	Overhead/Profit/Bonds/Insurance	20%			$13,900.00
	Design and Construction Phase Services	20%			$18,800.00
	Total				**$112,725.00**
	Budget				**$112,700.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	14 – 1996 Master Plan
Schedule	Year 9
Description/Location	Garvey Ave.: from Alhambra Ave. to Nicholson Ave.
Issue	Hydraulic Deficiency
Budget	$205,600
➢ Design	$34,300
➢ Construction	$171,300

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #14
Garvey Ave.: from Alhambra Ave. to Nicholson Ave.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$11,540.00	$11,540.00
2	Excavation	612	LF	$25.00	$15,300.00
3	Manhole Installation	3	EA	$8,300.00	$24,900.00
4	Pipeline Installation	612	LF	$69.00	$42,228.00
5	Backfill and Compaction	612	LF	$51.00	$31,212.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$126,925.00
	Contingency	15%			$19,000.00
	Overhead/Profit/Bonds/Insurance	20%			$25,400.00
	Design and Construction Phase Services	20%			$34,300.00
	Total				**$205,625.00**
	Budget				**$205,600.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	15 – 1996 Master Plan
Schedule	Year 10
Description/Location	Floral Drive: from Atlantic Blvd. to Collegian Ave.
Issue	Hydraulic Deficiency
Budget	$78,800
➢ Design	$13,100
➢ Construction	$65,700

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #15
Floral Drive: from Atlantic Blvd. to Collegian Ave.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$4,430.00	$4,430.00
2	Excavation	179	LF	$25.00	$4,475.00
3	Manhole Installation	2	EA	$8,300.00	$16,600.00
4	Pipeline Installation	179	LF	$69.00	$12,351.00
5	Backfill and Compaction	179	LF	$51.00	$9,129.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$48,730.00
	Contingency	15%			$7,300.00
	Overhead/Profit/Bonds/Insurance	20%			$9,700.00
	Design and Construction Phase Services	20%			$13,100.00
	Total				**$78,830.00**
	Budget				**$78,800.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	16 – 1996 Master Plan
Schedule	Year 10
Description/Location	Garvey Ave.: from Electric Ave. to Marguerita Ave.
Issue	Hydraulic Deficiency
Budget	$128,800
➢ Design	$21,500
➢ Construction	$107,300

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #16
Garvey Ave.: from Electric Ave. to Marguerita Ave.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$7,230.00	$7,230.00
2	Excavation	372	LF	$25.00	$9,300.00
3	Manhole Installation	2	EA	$8,300.00	$16,600.00
4	Pipeline Installation	372	LF	$69.00	$25,668.00
5	Backfill and Compaction	372	LF	$51.00	$18,972.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$79,515.00
	Contingency	15%			$11,900.00
	Overhead/Profit/Bonds/Insurance	20%			$15,900.00
	Design and Construction Phase Services	20%			$21,500.00
	Total				**$128,815.00**
	Budget				**$128,800.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	17 – 1996 Master Plan
Schedule	Year 10
Description/Location	Harding Ave.: from Ynez Ave. to Chandler Ave.
Issue	Hydraulic Deficiency
Budget	$199,100
➢ Design	$33,200
➢ Construction	$165,900

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #17
Harding Ave.: from Ynez Ave. to Chandler Ave.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$11,170.00	$11,170.00
2	Excavation	566	LF	$25.00	$14,150.00
3	Manhole Installation	2	EA	$8,300.00	$16,600.00
4	Pipeline Installation	566	LF	$89.00	$50,374.00
5	Backfill and Compaction	566	LF	$51.00	$28,866.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$122,905.00
	Contingency	15%			$18,400.00
	Overhead/Profit/Bonds/Insurance	20%			$24,600.00
	Design and Construction Phase Services	20%			$33,200.00
	Total				**$199,105.00**
	Budget				**$199,100.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	18 – 1996 Master Plan
Schedule	Year 10
Description/Location	Easement north of El Portal Pl.: from Atlantic Blvd. to Alley west of Atlantic Blvd.
Issue	Hydraulic Deficiency
Budget	$73,800
➢ Design	$12,300
➢ Construction	$61,500

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #18
Easement north of El Portal Pl.: from Atlantic Blvd. to Alley west of Atlantic Blvd.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$4,140.00	$4,140.00
2	Excavation	140	LF	$25.00	$3,500.00
3	Manhole Installation	2	EA	$8,300.00	$16,600.00
4	Pipeline Installation	140	LF	$89.00	$12,460.00
5	Backfill and Compaction	140	LF	$51.00	$7,140.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$45,585.00
	Contingency	15%			$6,800.00
	Overhead/Profit/Bonds/Insurance	20%			$9,100.00
	Design and Construction Phase Services	20%			$12,300.00
	Total				**$73,785.00**
	Budget				**$73,800.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	19 – 1996 Master Plan
Schedule	Year 10
Description/Location	Emerson Ave.: from Elizabeth Ave. to 200 feet west
Issue	Hydraulic Deficiency
Budget	$88,000
➤ Design	$14,700
➤ Construction	$73,300

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #19
Emerson Ave.: from Elizabeth Ave. to 200 feet west

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$4,930.00	$4,930.00
2	Excavation	200	LF	$25.00	$5,000.00
3	Manhole Installation	2	EA	$8,300.00	$16,600.00
4	Pipeline Installation	200	LF	$79.00	$15,800.00
5	Backfill and Compaction	200	LF	$51.00	$10,200.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$54,275.00
	Contingency	15%			$8,100.00
	Overhead/Profit/Bonds/Insurance	20%			$10,900.00
	Design and Construction Phase Services	20%			$14,700.00
	Total				**$87,975.00**
	Budget				**$88,000.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	20 – 2009 SSMP
Schedule	10% of System per Year
Description/Location	Annual CCTV Program
Issue	SSMP Requirement
Budget	$221,800
➢ Design	$0
➢ Construction	$221,800

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #20
Annual CCTV Program

Item	Description	Quantity	Unit	Unit Price	Total Price
1	CCTV Work Contract	66530	LF	$2.50	$166,325.00
	Subtotal				$166,325.00
	Contingency	15%			$24,900.00
	Total				**$191,225.00**
	Budget				**$191,200.00**
1	CCTV Work City Staff	66530	LF	$2.90	$192,937.00
	Subtotal				$192,937.00
	Contingency	15%			$28,900.00
	Total				**$221,837.00**
	Budget				**$221,800.00**

Contractor's overhead and profit estimated to be included in project cost for contract work.

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	21 – 2013 CCTV Review
Schedule	Year 1
Description/Location	Spot Repairs - Multiple Locations
Issue	Pipeline Structural Deficiency
Budget	$377,400
➢ Design	$62,900
➢ Construction	$314,500

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #21
Spot Repairs - Multiple Locations - Year 1

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Barranca Drive	6	EA	$2,560.00	$15,360.00
2	Crest Vista Drive	12	EA	$2,560.00	$30,720.00
3	Ridge Crest St.	27	EA	$2,560.00	$69,120.00
4	Highland Drive	10	EA	$2,560.00	$25,600.00
5	Rolling Hills Drive	4	EA	$2,560.00	$10,240.00
6	Lunar Drive	5	EA	$2,560.00	$12,800.00
7	Windover Way	5	EA	$2,560.00	$12,800.00
8	Grand Vista Way	3	EA	$2,560.00	$7,680.00
9	Ridgeside Drive	8	EA	$2,560.00	$20,480.00
10	East Crest Way	2	EA	$2,560.00	$5,120.00
11	Wandering Drive	3	EA	$2,560.00	$7,680.00
12	Dell Drive	3	EA	$2,560.00	$7,680.00
13	Moonbeam Drive	3	EA	$2,560.00	$7,680.00
	Subtotal				$232,960.00
	Contingency	15%			$34,900.00
	Overhead/Profit/Bonds/Insurance	20%			$46,600.00
	Design and Construction Phase Services	20%			$62,900.00
	Total				**$377,360.00**
	Budget				**$377,400.00**

Contractor's overhead and profit estimated to be included in project cost.

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	22 – 2013 CCTV Review
Schedule	Year 2
Description/Location	Spot Repairs - Multiple Locations
Issue	Pipeline Structural Deficiency
Budget	$365,000
➢ Design	$60,800
➢ Construction	$304,200

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #22
Spot Repairs - Multiple Locations - Year 2

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Sunrise Drive	10	EA	$2,560.00	$25,600.00
2	Branham St.	2	EA	$2,560.00	$5,120.00
3	Electric Ave.	1	EA	$2,560.00	$2,560.00
4	Newmark Ave.	7	EA	$2,560.00	$17,920.00
5	Mabel Ave.	2	EA	$2,560.00	$5,120.00
6	Kingsford St.	3	EA	$2,560.00	$7,680.00
7	De La Fuente	3	EA	$2,560.00	$7,680.00
8	Hermosa Vista	6	EA	$2,560.00	$15,360.00
9	Ridgecrest Way	1	EA	$2,560.00	$2,560.00
10	Hillside St.	6	EA	$2,560.00	$15,360.00
11	Longhill Dr.	8	EA	$2,560.00	$20,480.00
12	North Ridge Pl.	3	EA	$2,560.00	$7,680.00
13	Star Ridge Dr.	1	EA	$2,560.00	$2,560.00
14	Stone Gate St.	1	EA	$2,560.00	$2,560.00
15	Stonewell St.	5	EA	$2,560.00	$12,800.00
16	Pebbledon St.	7	EA	$2,560.00	$17,920.00
17	Pebble Hurst St.	1	EA	$2,560.00	$2,560.00
18	Solar Drive	2	EA	$2,560.00	$5,120.00
19	Valley Vista Dr.	1	EA	$2,560.00	$2,560.00
20	Brightwood St.	18	EA	$2,560.00	$46,080.00
	Subtotal				$225,280.00
	Contingency	15%			$33,800.00
	Overhead/Profit/Bonds/Insurance	20%			$45,100.00
	Design and Construction Phase Services	20%			$60,800.00
	Total				**$364,980.00**
	Budget				**$365,000.00**

Contractor's overhead and profit estimated to be included in project cost.

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	23 – 2013 CCTV Review
Schedule	Year 3
Description/Location	Spot Repairs - Multiple Locations
Issue	Pipeline Structural Deficiency
Budget	$385,700
➢ Design	$64,300
➢ Construction	$321,400

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #23
Spot Repairs - Multiple Locations - Year 3

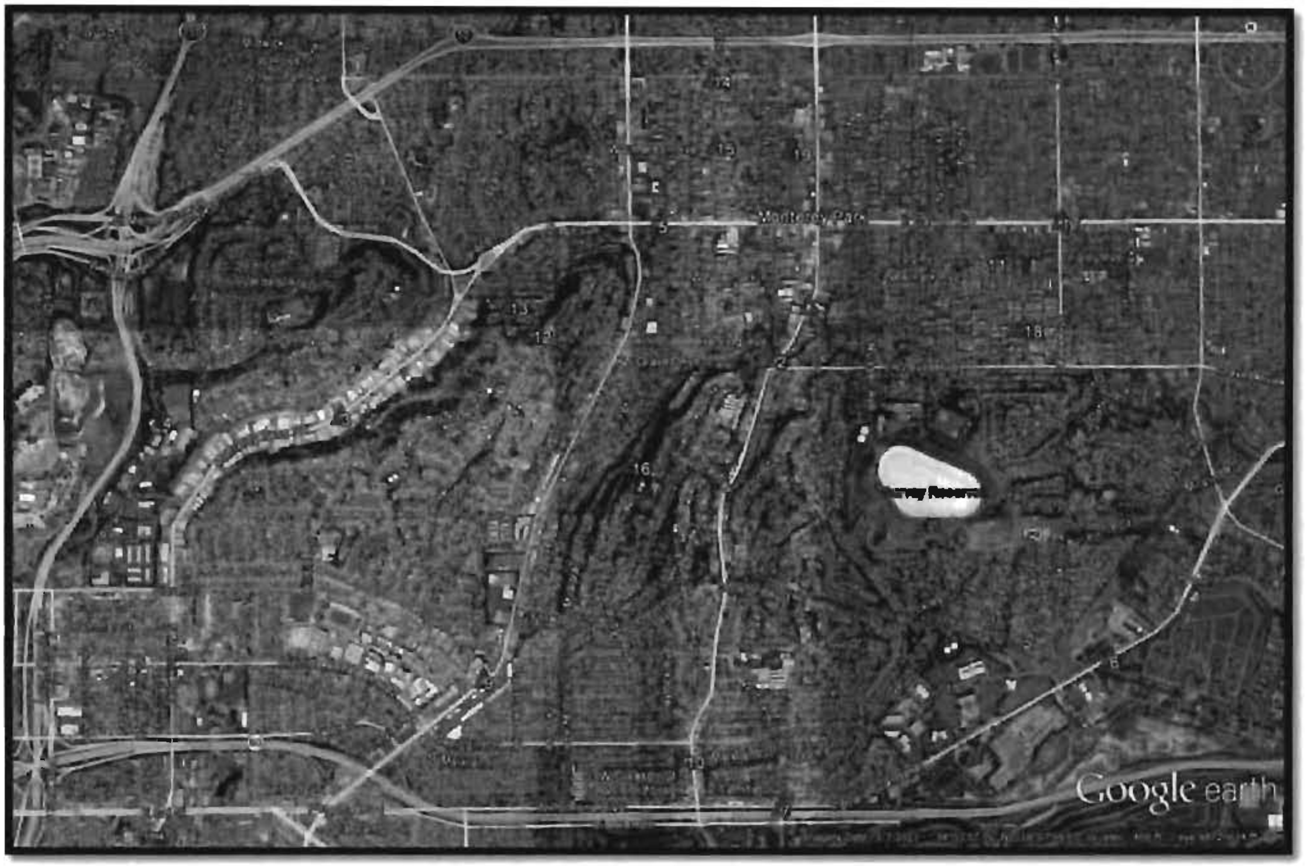
Item	Description	Quantity	Unit	Unit Price	Total Price
1	College View Dr.	18	EA	$2,560.00	$46,080.00
2	Lightview St.	4	EA	$2,560.00	$10,240.00
3	Rockview St.	3	EA	$2,560.00	$7,680.00
4	Bleakwood Ave	2	EA	$2,560.00	$5,120.00
5	S. Woods Ave.	3	EA	$2,560.00	$7,680.00
6	S. Vancouver Ave.	4	EA	$2,560.00	$10,240.00
7	Westcott Ave.	3	EA	$2,560.00	$7,680.00
8	Dorner Ave.	2	EA	$2,560.00	$5,120.00
9	Bluffhill Dr.	4	EA	$2,560.00	$10,240.00
10	First St.	1	EA	$2,560.00	$2,560.00
11	Floral Dr.	5	EA	$2,560.00	$12,800.00
12	Alley near College View Dr.	3	EA	$2,560.00	$7,680.00
13	Ease East of Greylock Ave.	1	EA	$2,560.00	$2,560.00
14	Sherbrook St.	1	EA	$2,560.00	$2,560.00
15	Casitas St.	5	EA	$2,560.00	$12,800.00
16	Arbolis St.	4	EA	$2,560.00	$10,240.00
17	Vagabond Rd.	5	EA	$2,560.00	$12,800.00
18	Barnum Way	8	EA	$2,560.00	$20,480.00
19	Abajo Dr.	1	EA	$2,560.00	$2,560.00
20	Arriba Dr.	1	EA	$2,560.00	$2,560.00
21	Verde Vista	1	EA	$2,560.00	$2,560.00
22	Bonita Terrace	1	EA	$2,560.00	$2,560.00
23	Sombrero Dr.	2	EA	$2,560.00	$5,120.00
24	Copa Way	4	EA	$2,560.00	$10,240.00
25	Ladera St.	2	EA	$2,560.00	$5,120.00
26	Grandeza St.	1	EA	$2,560.00	$2,560.00
27	Cerco Alta Dr.	2	EA	$2,560.00	$5,120.00
28	Sierra Alta Way	2	EA	$2,560.00	$5,120.00
	Subtotal				$238,080.00
	Contingency	15%			$35,700.00
	Overhead/Profit/Bonds/Insurance	20%			$47,600.00
	Design and Construction Phase Services	20%			$64,300.00
	Total				**$385,680.00**
	Budget				**$385,700.00**

Contractor's overhead and profit estimated to be included in project cost.

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets



Capital Improvement Project Number	24 – 2013 CCTV Review
Schedule	Year 4
Description/Location	Spot Repairs - Multiple Locations
Issue	Pipeline Structural Deficiency
Budget	$373,300
➢ Design	$62,200
➢ Construction	$311,100

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #24
Spot Repairs - Multiple Locations - Year 4

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Garfield Ave. ES	7	EA	$2,560.00	$17,920.00
2	Garfield Ave. WS	5	EA	$2,560.00	$12,800.00
3	Monterey Pass Rd.	13	EA	$2,560.00	$33,280.00
4	Corporate Center Dr.	5	EA	$2,560.00	$12,800.00
5	Garvey Ave.	7	EA	$2,560.00	$17,920.00
6	Potrero Grande Dr.	1	EA	$2,560.00	$2,560.00
7	Pomona Blvd.	2	EA	$2,560.00	$5,120.00
8	South St.	1	EA	$2,560.00	$2,560.00
9	Atlantic Blvd.	2	EA	$2,560.00	$5,120.00
10	Garfield Alley	2	EA	$2,560.00	$5,120.00
11	Mabel St.	1	EA	$2,560.00	$2,560.00
12	Whitney St.	4	EA	$2,560.00	$10,240.00
13	Branham St.	5	EA	$2,560.00	$12,800.00
14	Hellman St.	5	EA	$2,560.00	$12,800.00
15	Emerson St.	2	EA	$2,560.00	$5,120.00
16	Divina Vista St.	13	EA	$2,560.00	$33,280.00
17	New Ave.	7	EA	$2,560.00	$17,920.00
18	Pomelo	2	EA	$2,560.00	$5,120.00
19	Baltimore Ave.	6	EA	$2,560.00	$15,360.00
	Subtotal				$230,400.00
	Contingency	15%			$34,600.00
	Overhead/Profit/Bonds/Insurance	20%			$46,100.00
	Design and Construction Phase Services	20%			$62,200.00
	Total				**$373,300.00**
	Budget				**$373,300.00**

Contractor's overhead and profit estimated to be included in project cost.

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	25 – 2013 CCTV Review
Schedule	Year 1
Description/Location	Cured in Place Pipe Installations - Multiple Locations
Issue	Pipeline Structural Deficiency
Budget	$569,300
➢ Design	$94,900
➢ Construction	$474,400

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #25 - Year 1
Cured in Place Pipe Installations - Multiple Locations

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Barranca Drive	220	LF	$37.50	$8,250.00
2	Crest Vista Drive	930	LF	$37.50	$34,875.00
3	Highland Dr.	365	LF	$37.50	$13,687.50
4	Windover Way	85	LF	$37.50	$3,187.50
5	West Crest Way	745	LF	$37.50	$27,937.50
6	Crest Haven Way	920	LF	$37.50	$34,500.00
7	Briarcliff Way	725	LF	$37.50	$27,187.50
8	Chalet Terrace	180	LF	$37.50	$6,750.00
9	Whitney Pl.	260	LF	$37.50	$9,750.00
10	Sunrise Dr.	155	LF	$37.50	$5,812.50
11	Electric Ave.	145	LF	$37.50	$5,437.50
12	De La Fuente	1410	LF	$37.50	$52,875.00
13	Alley near De La Fuente	1325	LF	$37.50	$49,687.50
14	Hillside St.	1905	LF	$37.50	$71,437.50
	Total Footage	9370	LF		

Subtotal		$351,375.00
Contingency	15%	$52,700.00
Overhead/Profit/Bonds/Insurance	20%	$70,300.00
Design and Construction Phase Services	20%	$94,900.00
Total		**$569,275.00**
Budget		**$569,300.00**

Contractor's overhead and profit estimated to be included in project cost.

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	26 – 2013 CCTV Review
Schedule	Year 2
Description/Location	Cured in Place Pipe Installations - Multiple Locations
Issue	Pipeline Structural Deficiency
Budget	$570,400
➢ Design	$95,100
➢ Construction	$475,300

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #26 - Year 2
Cured in Place Pipe Installations - Multiple Locations

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Sunnyhill Drive	185	LF	$37.50	$6,937.50
2	Longhill Dr.	855	LF	$37.50	$32,062.50
3	Star Ridge Dr.	240	LF	$37.50	$9,000.00
4	Stone Gate St.	675	LF	$37.50	$25,312.50
5	Pebbledon St.	1010	LF	$37.50	$37,875.00
6	Bluffhill Dr.	665	LF	$37.50	$24,937.50
7	Pebble Ct.	510	LF	$37.50	$19,125.00
8	Pebble Hurst St.	310	LF	$37.50	$11,625.00
9	Brightwood St.	2835	LF	$37.50	$106,312.50
10	Rock View St.	750	LF	$37.50	$28,125.00
11	Rock Haven St.	745	LF	$37.50	$27,937.50
12	S. Woods Ave.	610	LF	$37.50	$22,875.00
	Total Footage	9390	LF		
	Subtotal				$352,125.00
	Contingency	15%			$52,800.00
	Overhead/Profit/Bonds/Insurance	20%			$70,400.00
	Design and Construction Phase Services	20%			$95,100.00
	Total				**$570,425.00**
	Budget				**$570,400.00**

Contractor's overhead and profit estimated to be included in project cost.

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	27 – 2013 CCTV Review
Schedule	Year 3
Description/Location	Cured in Place Pipe Installations - Multiple Locations
Issue	Pipeline Structural Deficiency
Budget	$567,700
➢ Design	$94,600
➢ Construction	$473,100

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #27 - Year 3
Cured in Place Pipe Installations - Multiple Locations

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Garfield Ave.	4355	LF	$37.50	$163,312.50
2	Pebble Vale St.	330	LF	$37.50	$12,375.00
3	College View Dr.	1855	LF	$37.50	$69,562.50
4	Lightview St.	390	LF	$37.50	$14,625.00
5	Bleakwood Ave.	335	LF	$37.50	$12,562.50
6	S. Vancouver Ave.	250	LF	$37.50	$9,375.00
7	Dorner Dr.	280	LF	$37.50	$10,500.00
8	Vagabond Rd. and Barnum Way	310	LF	$37.50	$11,625.00
9	Alley bet. Cadiz and Loma Verde	795	LF	$37.50	$29,812.50
10	Baltimore Ave.	445	LF	$37.50	$16,687.50
	Total Footage	9345	LF		
	Subtotal				$350,437.50
	Contingency	15%			$52,600.00
	Overhead/Profit/Bonds/Insurance	20%			$70,100.00
	Design and Construction Phase Services	20%			$94,600.00
	Total				**$567,737.50**
	Budget				**$567,700.00**

Contractor's overhead and profit estimated to be included in project cost.

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	28 – 2013 CCTV Review
Schedule	Year 4
Description/Location	Cured in Place Pipe Installations - Multiple Locations
Issue	Pipeline Structural Deficiency
Budget	$794,600
➢ Design	$132,400
➢ Construction	$662,200

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #28 - Year 4
Cured in Place Pipe Installations - Multiple Locations

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Garvey Ave. (12- and 15-inch diameter)	8530	LF	$57.50	$490,475.00
	Subtotal				$490,475.00
	Contingency	15%			$73,600.00
	Overhead/Profit/Bonds/Insurance	20%			$98,100.00
	Design and Construction Phase Services	20%			$132,400.00
	Total				**$794,575.00**
	Budget				**$794,600.00**

Contractor's overhead and profit estimated to be included in project cost.

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	29 – 2013 CCTV Review
Schedule	Year 5
Description/Location	Cured in Place Pipe Installations - Multiple Locations
Issue	Pipeline Structural Deficiency
Budget	$732,400
➢ Design	$122,100
➢ Construction	$610,300

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #29 - Year 5
Cured in Place Pipe Installations - Multiple Locations

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Abajo Dr.	220	LF	$37.50	$8,250.00
2	Sombrero Dr.	670	LF	$37.50	$25,125.00
3	Copa Way	120	LF	$37.50	$4,500.00
4	Ladera St.	1730	LF	$37.50	$64,875.00
5	Grandeza St.	1100	LF	$37.50	$41,250.00
6	Cerco Alta Dr.	725	LF	$37.50	$27,187.50
7	Barranca Dr.	1355	LF	$37.50	$50,812.50
8	Durango St.	185	LF	$37.50	$6,937.50
9	First St.	330	LF	$37.50	$12,375.00
10	Nicholson Ave.	300	LF	$37.50	$11,250.00
11	Atlantic Blvd.	1525	LF	$37.50	$57,187.50
12	Garfield Ave. ES	280	LF	$37.50	$10,500.00
13	Monterey Pass Rd. (8-inch diameter)	635	LF	$37.50	$23,812.50
14	Monterey Pass Rd. (10-inch diameter)	695	LF	$47.50	$33,012.50
15	Monterey Pass Rd. (12-inch diameter)	1305	LF	$57.50	$75,037.50
	Total Footage	11175	LF		
	Subtotal				$452,112.50
	Contingency	15%			$67,800.00
	Overhead/Profit/Bonds/Insurance	20%			$90,400.00
	Design and Construction Phase Services	20%			$122,100.00
	Total				**$732,412.50**
	Budget				**$732,400.00**

Contractor's overhead and profit estimated to be included in project cost.

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	30 – 2013 CCTV Review
Schedule	Year 6
Description/Location	Cured in Place Pipe Installations - Multiple Locations
Issue	Pipeline Structural Deficiency
Budget	$706,400
➢ Design	$117,700
➢ Construction	$588,700

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #30 - Year 6
Cured in Place Pipe Installations - Multiple Locations

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Corporate Center Dr.	305	LF	$37.50	$11,437.50
2	Garvey Ave. (8-inch diameter)	1475	LF	$37.50	$55,312.50
3	De La Fuente	2635	LF	$37.50	$98,812.50
4	Atlantic Blvd.	3520	LF	$37.50	$132,000.00
5	Garfield Alley	180	LF	$37.50	$6,750.00
6	Whitney Pl.	255	LF	$37.50	$9,562.50
7	El Mercado Alley	270	LF	$37.50	$10,125.00
8	De La Fuente Easement	1090	LF	$37.50	$40,875.00
9	Baltimore Ave.	1310	LF	$37.50	$49,125.00
10	Coral View St.	590	LF	$37.50	$22,125.00
	Total Footage	11630	LF		
	Subtotal				$436,125.00
	Contingency	15%			$65,400.00
	Overhead/Profit/Bonds/Insurance	20%			$87,200.00
	Design and Construction Phase Services	20%			$117,700.00
	Total				**$706,425.00**
	Budget				**$706,400.00**

Contractor's overhead and profit estimated to be included in project cost.

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	31 – 2013 CCTV Review
Schedule	Year 1
Description/Location	Briar Cliff Way
Issue	Pipeline Structural Deficiency
Budget	$67,200.00
➢ Design	$11,200
➢ Construction	$56,000

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #31
Briarcliff Way

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$3,770.00	$3,770.00
2	Excavation	125	LF	$25.00	$3,125.00
3	Manhole Installation	2	EA	$8,300.00	$16,600.00
4	Pipeline Installation	125	LF	$79.00	$9,875.00
5	Backfill and Compaction	125	LF	$51.00	$6,375.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$41,490.00
	Contingency	15%			$6,200.00
	Overhead/Profit/Bonds/Insurance	20%			$8,300.00
	Design and Construction Phase Services	20%			$11,200.00
	Total				**$67,190.00**
	Budget				**$67,200.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	32 – 2013 CCTV Review
Schedule	Year 1
Description/Location	Alpine Terrace
Issue	Pipeline Structural Deficiency
Budget	$96,700
➢ Design	$16,100
➢ Construction	$80,600

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #32
Alpine Terrace

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$5,430.00	$5,430.00
2	Excavation	232	LF	$25.00	$5,800.00
3	Manhole Installation	2	EA	$8,300.00	$16,600.00
4	Pipeline Installation	232	LF	$79.00	$18,328.00
5	Backfill and Compaction	232	LF	$51.00	$11,832.00
6	Pressure Testing	1	LS	$745.00	$745.00
7	Record Drawings	1	LS	$1,000.00	$1,000.00
	Subtotal				$59,735.00
	Contingency	15%			$9,000.00
	Overhead/Profit/Bonds/Insurance	20%			$11,900.00
	Design and Construction Phase Services	20%			$16,100.00
	Total				**$96,735.00**
	Budget				**$96,700.00**

Notes

Mobilization is calculated at 10% of bid items 2 through 7.

Contractor's overhead and profit estimated to be 20% of project construction cost. Costs associated with insurance, bonds, etc., are included in that value.

Design and Construction Phase services include preparation of plans, specifications and estimate. Construction phase services are estimated at 8% of construction cost (subtotal, contingency and overhead/profit/bonds/insurance).

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	33 – 2009 SSMP
Schedule	Year 3
Description/Location	GIS Based Sanitary Sewer Atlas
Issue	Atlas Does Not Exist
Budget	$115,000
➢ Design	$115,000
➢ Construction	$0

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #33
Up to Date Sewer Atlas Map Book

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Using GIS format, develop and maintain a complete sanitary sewer atlas with an inventory of the data components.	1	LS	$100,000.00	$100,000.00
	Subtotal				$100,000.00
	Contingency	15%			$15,000.00
	Total				**$115,000.00**
	Budget				**$115,000.00**

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	34 – 2009 SSMP
Schedule	Year 5
Description/Location	City-wide
Issue	Inventory All Wastewater Components
Budget	$115,000
➢ Design	$115,000
➢ Construction	$0

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #34
Geographic Positioning System of Collection System Components

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Use GPS technology to inventory all of the City's wastewater collection system components.	1	LS	$100,000.00	$100,000.00
	Subtotal				$100,000.00
	Contingency	15%			$15,000.00
	Total				**$115,000.00**
	Budget				**$115,000.00**

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	35 - 2009 SSMP
Schedule	Year 6
Description/Location	City-wide
Issue	Computerized Maintenance Management System
Budget	$287,500
➢ Design	$287,500
➢ Construction	$0

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #35
Computerized Maintenance Management System (CMMS)

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Purchase a CMMS for the wastewater collection system. Pursue integration with the City's maintenance management system.	1	LS	$250,000.00	$250,000.00
	Subtotal				$250,000.00
	Contingency	15%			$37,500.00
	Total				**$287,500.00**
	Budget				**$287,500.00**

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	36 – 2009 SSMP
Schedule	Year I
Description/Location	City-wide
Issue	Expand FOG Program
Budget	$115,000
➢ Design	$115,000
➢ Construction	$0

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #36
FOG Program Expansion

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Expand the City's FOG program to include public outreach and a formal FOG program managed by the City's collection system staff.	1	LS	$100,000.00	$100,000.00
	Subtotal				$100,000.00
	Contingency	15%			$15,000.00
	Total				**$115,000.00**
	Budget				**$115,000.00**

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	37 – 2009 SSMP
Schedule	Year 1
Description/Location	City-wide
Issue	Expand CCTV Operations Equipment
Budget	$345,000
➢ Design	$345,000
➢ Construction	$0

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #37
CCTV System Expansion

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Expand CCTV operations equipment and staffing to include one additional CCTV van and two additional staff members to properly perform CCTV inspections of new and existing lines	1	LS	$300,000.00	$300,000.00
	Subtotal				$300,000.00
	Contingency	15%			$45,000.00
	Total				**$345,000.00**
	Budget				**$345,000.00**

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	38 – 2009 SSMP
Schedule	Year 7
Description/Location	City-wide
Issue	Develop an Asset Management Plan
Budget	$575,000
➢ Design	$575,000
➢ Construction	$0

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #38
Implement Asset Management Plan

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Implement an asset management plan to actively develop rehabilitation and replacement programs for the collection system.	1	LS	$500,000.00	$500,000.00
	Subtotal				$500,000.00
	Contingency	15%			$75,000.00
	Total				**$575,000.00**
	Budget				**$575,000.00**

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	39 – 2009 SSMP
Schedule	Year 2
Description/Location	City-wide
Issue	Upgrade Field Equipment
Budget	$57,500
➢ Design	$57,500
➢ Construction	$0

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #39
Upgrade Field Equipment

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Upgrade field equipment to make CCTV software compatible with other office software. Move towards electronic maps on hard mounted lap tops in the field crew trucks.	1	LS	$50,000.00	$50,000.00
	Subtotal				$50,000.00
	Contingency	15%			$7,500.00
	Total				**$57,500.00**
	Budget				**$57,500.00**

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	40 – 2009 SSMP
Schedule	Year 2
Description/Location	City-wide
Issue	Ongoing Training
Budget	$11,500
➢ Design	$11,500
➢ Construction	$0

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #40
Ongoing Staff Training

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Provide ongoing training for the City's collection system staff to be proficient in the use of the CMMS and GIS for collection system maintenance activities	1	LS	$10,000.00	$10,000.00
	Subtotal				$10,000.00
	Contingency	15%			$1,500.00
	Total				**$11,500.00**
	Budget				**$11,500.00**

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	41 – 2009 SSMP
Schedule	Year 1
Description/Location	City-wide
Issue	Update Emergency Overflow Response Plan
Budget	$17,300
➢ Design	$17,300
➢ Construction	$0

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #41
Update Emergency Overflow Response Plan

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Update recently prepared Emergency Overflow Response Plan. Complete the plan and include systematic review annually of the plan in meeting the requirements of the SSMP.	1	LS	$15,000.00	$15,000.00
	Subtotal				$15,000.00
	Contingency	15%			$2,300.00
	Total				**$17,300.00**
	Budget				**$17,300.00**

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	42 – 2009 SSMP
Schedule	Year 6
Description/Location	City-wide
Issue	Flow Monitoring
Budget	$86,300
➢ Design	$86,300
➢ Construction	$0

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #42
Implement Flow Monitoring

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Implement flow monitoring at key locations (10 and 2 rain gauges) for a period of three months between December and March to collection information on the extent of the I/I during the wet and dry weather conditions.	1	LS	$75,000.00	$75,000.00
	Subtotal				$75,000.00
	Contingency	15%			$11,300.00
	Total				**$86,300.00**
	Budget				**$86,300.00**

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	43 – 2009 SSMP
Schedule	Annually
Description/Location	City-wide
Issue	Regular Maintenance of Hot Spots
Budget	$200,000
➢ Design	$0
➢ Construction	$200,000

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #43
Allowance for Regular Hot Spot Maintenance

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Allowance for regular maintenance at identified hot spot locations	1	LS	$200,000.00	$200,000.00
	Subtotal				$200,000.00
	Contingency	15%			$30,000.00
	Total				**$230,000.00**
	Budget				**$230,000.00**

City of Monterey Park

Wastewater Master Plan Update

Capital Improvement Project Budget Worksheets

Capital Improvement Project Number	44 – 2013 CCTV Review
Schedule	Annually
Description/Location	Annual CCTV Areas
Issue	Annual Pipeline Repairs from CCTV Work
Budget	$810,000
➢ Design	$135,000
➢ Construction	$675,000

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost
Capital Improvement Program Project #44
Annual Pipeline Repairs Discovered on CCTV

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Allowance for implementation of pipeline repairs for areas discovered on annual CCTV work (spot repairs/CIPP)	1	LS	$500,000.00	$500,000.00
	Subtotal				$500,000.00
	Contingency	15%			$75,000.00
	Overhead/Profit/Bonds/Insurance	20%			$100,000.00
	Design and Construction Phase Services	20%			$135,000.00
	Total				**$810,000.00**
	Budget				**$810,000.00**

City of Monterey Park
Wastewater System Master Plan Update
Opinion of Probable Construction Cost

Project Quantities Item	Quantity	Unit	Unit Cost
Excavation	1	LF	$25.00
Manhole Installation	1	LS	$8,300.00
Pipeline Installation (8-Inch)	1	LF	$69.00
Pipeline Installation (10-inch)	1	LF	$79.00
Pipeline Installation (12-inch)	1	LF	$89.00
Backfill and Compaction	1	LF	$51.00
Pressure Testing	1	LS	$745.00
Cured in Place Pipe Installation (8-inch)	1	LF	$35.00
Cured in Place Pipe Installation (10-inch)	1	LF	$45.00
Cured in Place Pipe Installation (12-inch)	1	LF	$55.00
CCTV Contract Work	1	LF	$2.50
CCTV City Employees	1	LF	$2.90
Spot Repair	1	EA	$2,560.00

General Notes

Labor rates are based on the California Department of Industrial Relations website www.dir.ca.gov/dslr.
Equipment rental rates are based on Caltrans Equipment Rental Rates website www.dot.ca.gov/hq/construc/eqrr.
Excavation activity includes two laborers, a backhoe operator, half time of the superintendent and work truck, dump truck, backhoe and shoring. It is assumed that a typical day of excavation will be 120 linear feet for an 8 hour period.
Pipe installation activity includes two laborers, a backhoe operator, backhoe, half time of the superintendent and work truck, traffic control, shoring, and air compressor and tools. It is assumed that 120 linear feet of pipe can be installed in 4 hours.
Manhole installation activity includes a laborer, crane operator, half time of the superintendent and work truck, backhoe and traffic control. A manhole installed can be performed in four hours.
Backfill and compaction activity includes two laborers, backhoe operator, half time of the superintendent and work truck, backhoe, dump truck, sweeper, compactor, equipment trailer and traffic control. It is estimated that a 120 foot long trench can be backfilled and compacted in one 4 hour period. Pavement installation assumes that the 3 foot wide trench can be repaved in one 4 hour period.
Pressure testing activity includes a laborer and the superintendent and work truck.
Tie in activity includes two laborers, a backhoe operator, superintendent, work truck, backhoe, generator, shoring and traffic control.
Excavation is assumed to take 12 hours. Manhole placement is calculated at 4 hours.
Pipeline installation is at a rate of 120 feet per 8 hour day to install and 2 hours to make the tie in connection. Pipeline depth is assumed to be 6 feet on average.
Pressure testing is assumed to be 6 hours. Backfilling and compaction is assumed to be 8 hours.
CCTV Contract Work includes performing the work at $2.50/lf.
CCTV City Employees assumes that the cost of the CCTV van and vactor truck as well as the salaries of the two employees is included. For purposes of this analysis, it is assumed that the crew can CCTV 1,500 feet of pipe in one work day. The cost of the equipment is spread over a 10 year period. The CCTV program repeats on a 10 year timeframe.
Spot Repair is estimated to be replacement of one segment of pipe 10 feet in length.
Cured in place pie cost could be lower depending on the quantity of the project. For purposes of this estimate, the project length was assumed to be 10,000 lf.

Item	Unit cost	Unit
Excavation	$21.00	cubic yard
Backfill	$20.00	cubic yard
60-inch diameter manhole	$8,000.00	each
Miscellaneous Concrete	$120.00	cubic yard
Crushed Miscellaneous Base	$30.00	cubic yard
Asphalt Concrete Pavement	$3.00	square foot
8-inch diameter PVC pipe	$35.00	linear foot
10-inch diameter PVC pipe	$45.00	linear foot
12-inch diameter PVC pipe	$55.00	linear foot
Cured in Place Pipe Installation (8-inch)	$35.00	linear foot
Cured in Place Pipe Installation (10-inch)	$45.00	linear foot
Cured in Place Pipe Installation (12-inch)	$55.00	linear foot
CCTV Work	$2.50	linear foot
City Sewer Crew Leader	$48.00	hour
City Senior Maintenance Worker	$36.00	hour
CCTV Van	$185,000.00	each
Vactor Truck	$350,000.00	each
Laborer	$47.33	hour
Backhoe Operator	$60.08	hour
Superintendent	$56.80	hour
Air Compressor/Tools	$19.35	hour
Compactor (hand operated)	$8.82	hour
Motorized sweeper	$27.88	hour
Shoring (8' deep, 15' wide, 10' long)	$32.48	hour
Traffic Control	$29.44	hour
Backhoe	$52.03	hour
Dump Truck	$33.12	hour
Crane	$40.61	hour
Work Truck	$19.98	hour
Equipment Trailer	$12.97	hour

Activity Duration Estimates	Length	Unit
Excavation	$368.07	hour
Pipeline installation	$326.42	hour
Manhole unloading and setting	$227.26	hour
Backfill operations	$357.38	hour
Pressure testing	$124.11	hour
Tie in to existing	$364.81	hour

APPENDIX

City of Monterey Park
Water Master Plan Update
CCTV Review Sheet

Date	Tape ID	Street Location	From MH	To MH	Length	Diameter	Pipe Material	Identified Issue	Notes
03/10/05	1A	Barranca Dr.	2	3	341.95	8	VCP	4	Minor crack at Sta. 74, 84, 117. Failed pipe at 93. Major infiltration at failed joints at 117 and at 202. Candidate for spot repairs.
03/10/05	1A	Barranca Dr.	1	2	218.98	8	VCP	5	Joint crack at Sta. 10, 131, 141, 151, 182. Failed joint at 84 and 106 - major infiltration. Failed pipe at 186. Candidate for CIPP.
06/06/05	1	Crest Vista Dr.	11+62.12	8+25	348.34	8	VCP	5	Major crack at joint for length of pipe (10 feet) at Sta 89.06. Pipe offset - Spot repair.
06/06/05	1	Crest Vista Dr.	8+25	5+12.04	323.45	8	VCP		
06/06/05	1	Crest Vista Dr.	5+12.04	2+34.01	286.1	8	VCP	5	Cracked joint at multiple stations. Candidate for CIPP.
06/06/05	1	Crest Vista Dr.	2+34.01	0+00	238.35	8	VCP		
06/06/05	1	Crest Vista Dr.	0+00	5+81.50	255.19	8	VCP	5	Cracked joint at Sta 146. Pipe crack at 228. Failed pipe section at 231. Spot repairs.
06/06/05	1	Crest Vista Dr.	5+81.50	2+88.50	303.96	8	VCP	5	Cracked joint at Sta. 50, 142, 153. Failed pipe at Sta 108 - four pipe sections. Candidate for CIPP.
06/06/05	1	Crest Vista Dr.	2+88.50	00+00	267.94	8	VCP	2, 4	Joint separation at Sta. 126, 146. Cracked joint at 261. Spot repair.
06/06/05	1	Crest Vista Dr.	00+00	2+88.50	10.51	8	VCP	2	Reverse of previous
06/06/05	2	Crest Vista Dr.	00+00	1+22.34	332.04	8	VCP	5,7	Cracked joint and roots at Sta. 5 Failed connection with void behind pipe at Sta 60. Failed main pipe at Sta. 60, 67, 253, 267. Cracked pipe at 86, 143, 165. Failed main pipe with voids at 158 at lateral. CIPP candidate.
06/06/05	2	Crest Vista Dr.	1+22.34	unknown	125.71	8	VCP		No issues
06/06/05	2	Crest Vista Dr.	unknown	20+35	131.52	8	VCP	4	Crack at Sta. 44, 99 - Spot repair candidate
06/06/05	2	Crest Vista Dr.	20+35	17+14.81	329.16	8	VCP	6	Minor offset
06/06/05	2	Crest Vista Dr.	17+14.81	14+68.18	251.92	8	VCP	4	Crack at Sta. 228 - Spot repair candidate
06/06/05	2	Crest Vista Dr.	14+68.18	12+23.77	251.82	8	VCP	6	Minor offset
06/06/05	2	Crest Vista Dr.	12+23.77	8+93.50	336	8	VCP		No issues
06/06/05	2	Crest Vista Dr.	8+93.50	6+16.55	284.88	8	VCP	4	Crack at Sta. 108 - Spot repair candidate
06/06/05	2	Crest Vista Dr.	6+16.55	3+60	262.74	8	VCP		No issues
06/06/05	2	Crest Vista Dr.	3+60	1+100	265.59	8	VCP		Stationing is suspect
06/06/05	3	Crest Vista Dr.	19+52.12	16+02.12	359.47	8	VCP		No issues
06/06/05	3	Crest Vista Dr.	16+02.12	12+75	336.1	8	VCP		No issues
06/06/05	3	Crest Vista Dr.	12+75	11+62.12	115.09	8	VCP		No issues

City of Monterey Park
Water Master Plan Update
CCTV Review Sheet

Date	Tape ID	Street Location	From MH	To MH	Length	Diameter	Pipe Material	Identified Issue	Notes
06/07/05	3	Ridge Crest St.	10+64.17	7+44.33	327.12	8	VCP	2, 5	Cracked joint at Sta. 101. Failed pipe at Sta. 204. Major roots at 208. - Candidate for spot repair.
06/07/05	3	Ridge Crest St.	7+44.33	6+48.62	96.01	8	VCP		No issues
06/07/05	3	Ridge Crest St.	6+48.62	5+05.56	146.21	8	VCP	2	Cracked joint at Sta. 30. Failed pipe and lateral connection at Sta. 75 and 165. Cracked pipe at 230 minor. Candidate for spot repair.
06/07/05	3	Ridge Crest St.	5+05.56	2+59.58	252.04	8	VCP	5	Cracked pipe at 17, major tap root at Sta. 25 and 43. Failed pipe and lateral connection at Sta 118 - Spot repair candidate
06/07/05	3	Ridge Crest St.	2+59.58	0+00	264.9	8	VCP	5	No CCTV found - Spot repair candidate
06/07/05	3	Ridge Crest St.	1+00	1+75	76.42	8	VCP		No issues
06/07/05	3	Ridge Crest St.	7+91.80	10+81.95	297.33	8	VCP	2	Heavy blockage
06/07/05	3	Donner Pl.	0+00	1+01.10	102.75	8	VCP		No issues
06/07/05	4	Ridge Crest St.	7+91.80	5+19.83	276.92	8	VCP	5	Cracked lateral connection at Sta. 140 Failed pipe and lateral connection at 204 - Spot repair candidate.
06/07/05	4	Ridge Crest St.	5+19.83	2+44.83	282.63	8	VCP		No issues
06/07/05	4	Ridge Crest St.	2+44.83	1+42.30	254.17	8	VCP		No issues
06/07/05	4	Ridge Crest St.	1+42.30	0+00	146.11	8	VCP	2	
06/07/05	4	Summit Pl.	0+89.91	0+00	91.22	8	VCP		No issues
06/07/05	4	Ridge Crest St.	10+64.17	13+20.09	262.23	8	VCP	2	
06/07/05	4	Ridge Crest St.	9+00	7+43.02	160.19	8	VCP		No issues
06/07/05	4	Ridge Crest St.	7+43.02	5+25	222.03	8	VCP	4	Cracked pipe at Sta 129 - Spot repair candidate
06/07/05	4	Ridge Crest St.	5+25	3+26.82	202.74	8	VCP		No issues
06/07/05	4	Ridge Crest St.	3+26.82	2+28.94	99.89	8	VCP		No issues
06/07/05	4	Ridge Crest St.	2+28.94	0+00	235.39	8	VCP		No issues
06/08/05	5	Highland Dr.	7+14.47	8+82.21	171.32	8	VCP	2	Heavy blockage roots at Sta 46, 86, 99, and 120.
06/08/05	5	Highland Dr.	7+14.47	3+63.03	368.34	8	VCP	2, 5	Roots at lateral Sta 111, 159. Cracked joint at 205, 209, 328, 350 - lateral connection and pipe failure at 289, 292 - Spot repair recommended.
06/08/05	5	Highland Dr.	3+63.03	0+15.49	361.3	8	VCP	5	Pipe failure at manhole 3+63 for first 10 feet, Sta 17 two segments, 29 (offset), 33 two segments, 54 multiple segments, major failure at 70, 343 - CIPP candidate
06/08/05	5	Highland Dr.	0+15.49	5+58.14	170.6	8	VCP	6	offset joint severe Sta 16

City of Monterey Park
Water Master Plan Update
CCTV Review Sheet

Date	Tape ID	Street Location	From MH	To MH	Length	Diameter	Pipe Material	Identified Issue	Notes
06/08/05	5	Highland Dr.	5+58.14	3+15.69	251.82	8	VCP	6	Lateral failed at Sta 16 - Spot repair candidate Offset at Sta 161
06/08/05	5	Highland Dr.	3+15.69	0+50	278.35	8	VCP	4	Cracked pipe at Sta 255 - Spot repair candidate
06/08/05	5	Rolling Hills Dr.	5+44.13	2+70.61	5.92	8	VCP	2	Blockage abandoned CCTV(major)
06/08/05	5	Rolling Hills Dr.	2+70.61	5+44.13	127.03	8	VCP	2	Reverse of previous
06/08/05	5	Rolling Hills Dr.	2+70.61	0+50	225.19	8	VCP	4	Cracked joint at Sta. 198 - Spot repair candidate
06/08/05	6	Lunar Dr.	2+86.92	0+00	298.55	8	VCP	6	Offset joint at Sta 281. Cracked joint at Sta 212, 240 - Spot repair candidate
06/08/05	6	Grand Vista Way	4+10.88	3+02.88	113.77	8	VCP	4	Cracked joint at Sta 5 - Spot repair candidate
06/08/05	6	Grand Vista Pl.	2+02	0+50	155.09	8	VCP		No issues
06/08/05	6	Windover	3+97.58	0+83.58	325.9	8	VCP	5	Pipe failure and lateral connection at Sta 12, 155, 299. Cracked joint at 274. Offset joint at 278 - Spot repair candidates.
06/08/05	6	Windover	0+83.58	0+00	83.97	8	VCP	5	Pipe failure at Sta 3, 41, 62. Cracked joint at 47. CIPP candidates.
06/08/05	6	Grand Vista Way	3+02.88	0+00	314.16	8	VCP	5	Pipe failure at Sta 113 (major). Cracked joint Sta 118. Spot repair candidates.
06/09/05	6	West Crest Way	7+23.11	4+23.11	294.98	8	VCP	2	Blockage abandoned CCTV Sta 294. Sta 5 Cracked pipe, heavy roots. Cracked pipe at Sta 10, 48. CIPP candidate.
06/09/05	6	West Crest Way	4+23.11	7+23.11	10.2	8	VCP	2	Reverse of previous
06/09/05	6	West Crest Way	4+23.11	2+51.4	297.33	8	VCP	2, 4	Heavy roots Sta 26 and 38. Cracked joint at Sta. 176, 213, 221, 270, 294. CIPP candidate.
06/09/05	6	West Crest Way	2+51.4	0+00	135.71	8	VCP	5, 7	Missing pipe at Sta 74. Pipe failure at lateral connection Sta 12, 69, 74 (two segments). Pipe crack at Sta 86, 102, 114, 123. - CIPP candidates
06/09/05	7	Dover Way	4+05.71	2+63.5	147.44	8	Lined VCP	2	Roots at Lateral
06/09/05	7	Dover Way	2+63.5	0+00	268.66	8	Lined VCP	2	
06/09/05	7	Crest Haven Way	6+80.87	4+77.74	207.95	8	VCP	5	Pipe failure at Sta 75 two segments, Sta 98, 104 (with lateral) two segments, 155, 179, 186 eight segments, - CIPP candidate
06/09/05	7	Crest Haven Way	4+77.74	2+67.21	214.27	8	VCP	S	Pipe failure at Sta 2 (two segments), 15 (three segments), 28 lateral connection, joint failure at 207 - CIPP candidate.

City of Monterey Park
Water Master Plan Update
CCTV Review Sheet

Date	Tape ID	Street Location	From MH	To MH	Length	Diameter	Pipe Material	Identified Issue	Notes
06/09/05	7	Crest Haven Way	2+67.21	0+00	219.17	8	VCP	5, 7	Inspection abandoned broken pipe - failed lateral connection at Sta 77. Failed pipe at 161, hole at 164, pipe failure at 170, 192, 209 (four segments). Pipe missing at 218 - CIPP candidates.
06/09/05	7	Crest Haven Way	0+00	2+67.21	52.45	8	VCP	5	Reverse of previous - pipe failure at manhole back for entire reach. CIPP candidate.
06/09/05	7	Briarcliff Way	8+08.66	6+11.66	204.07	8	VCP	4	Pipe crack at joint Sta 17, 40, 63, 78, 81, 113. CIPP candidate.
06/09/05	7	Briarcliff Way	6+11.66	4+52.29	162.74	8	VCP	5	Pipe failure at Sta 30 (three segments), joint crack at lateral Sta 57 (four segments) 125, failure at Sta 84 (three segments), Sta 131 (six segments) - Spot repair candidate/CIPP.
06/09/05	7	Briarcliff Way	4+52.29	1+21	342.53	8	VCP	4	Lateral failed at Sta 103, 334, crack at joint at Sta 262, pipe failure at 295, - CIPP candidate
06/09/05	8	Briarcliff Way	1+21	0+00	122.03	8	VCP	5, 7	Failed pipe at Sta 12 (six segments) pipe missing, failed pipe at lateral connection cracked Sta 54 (eight segments, missing pipe soffit Sta 83 (two segments) - Pipeline replacement candidate.
06/09/05	8	Alpine Terr.	2+27.25	0+00	231.52	8	VCP	5, 7	Cracked pipe at Sta 97, cracked joint at 139, pipe failure at Sta 142, lateral failure at 150 (missing pipe), failed lateral connection 171, pipe failure 172 to Sta 230) - pipe replacement candidate.
06/09/05	8	Chalet Terr.	1+76.84	0+00	179.38	8	VCP	5, 7	Failed lateral connection Sta 14, 48, pipe failure 5ta 100 to 5ta 118, 5ta 134 to 5ta 150 - CIPP candidate
06/13/05	8	Rodman Cir.	9+00	9+65	60.61	8	VCP		No issues
06/13/05	8	Rodman Cir.	9+00	5+79.92	331.61	8	VCP		No issues
06/13/05	8	Rodman Cir.	5+79.92	2+77.42	196.52	8	VCP	2	Abandoned inspection no reverse
06/13/05	8	Ridgeside Dr.	13+31.37	10+99.75	239.37	8	VCP		No issues
06/13/05	8	Ridgeside Dr.	10+99.75	9+38.44	165.19	8	VCP		No issues
06/13/05	8	Ridgeside Dr.	9+38.44	6+75	271.31	8	VCP	2, 5, 7	Pipe failure three segments missing pipe Sta 2, cracked joint at 27 - Spot repair candidate.
06/13/05	8	Ridgeside Dr.	6+75	3+46.94	341.3	8	VCP		No issues
06/13/05	9	Ridgeside Dr.	3+46.94	2+45.20	103.26	8	VCP	2	

City of Monterey Park
Water Master Plan Update
CCTV Review Sheet

Date	Tape ID	Street Location	From MH	To MH	Length	Diameter	Pipe Material	Identified Issue	Notes
06/13/05	9	Ridgeside Dr.	2+45.20	0+00	254.27	8	VCP		No issues
06/13/05	9	Ridgeside Circle	0+99.73	0+00	99.69	8	VCP		No issues
06/13/05	9	Ridgeside Dr.	11+38.10	7+90.21	339.47	8	VCP	2, 4	Cracked pipe at Sta 316 - Spot repair candidate
06/13/05	9	Ridgeside Dr.	7+90.21	4+96.5	307.22	8	VCP	2	
06/13/05	9	Ridgeside Dr.	4+96.5	1+95.71	315.69	8	VCP	2, 4	Cracked pipe at Sta 4 (MH) and 310 - Spot repair candidate
06/13/05	9	Ridgeside Dr.	1+95.71	0+00	202.84	8	VCP	4	Pipe failure at Sta 44, lateral cracked at Sta 47, 142 (one segment) - Spot Repair candidate.
06/13/05	9	Ridgeside Dr.	9+23.74	6+96.11	236.52	8	VCP		No issues
06/13/05	9	Ridgeside Dr.	6+96.11	3+44.66	365.89	8	VCP		No issues
06/13/05	9	Ridgeside Dr.	3+44.66	0+00	251	8	VCP		No issues
06/15/05	10	East Crest Way	5+54.41	4+22.41	134.58	8	VCP	4	Pipe failure at lateral connection Sta 14 - Spot repair candidate
06/15/05	10	East Crest Way	4+22.41	2+38.61	186.72	8	VCP	4	Pipe failure at Sta 2 (two segments) - Spot repair candidate
06/15/05	10	East Crest Way	2+38.61	0+00	243.96	8	VCP		No issues
06/15/05	10	Wandering Dr.	10+47.53	7+50.41	307.73	8	VCP	2, 4	Cracked pipe at Sta 127 - Spot repair candidate
06/15/05	10	Wandering Dr.	7+50.41	3+98.91	363.14	8	VCP	2	Roots at Lateral
06/15/05	10	Wandering Dr.	3+98.91	2+60.57	143.26	8	VCP		No issues
06/15/05	10	Wandering Dr.	2+60.57	1+00.47	162.23	8	VCP	5, 7	Hole in pipe at Sta 108 segment failed, cracked pipe at 145 - Spot repair candidate.
06/15/05	10	Wandering Dr.	10+47.53	12+15.63	174.48	8	VCP		No issues
06/15/05	10	Dell Dr.	12+54.04	9+25	277.33	8	VCP	2	Blockage abandoned CCTV
06/15/05	10	Dell Dr.	9+25	12+54.04	60.51	8	VCP	2	Reverse of previous
06/15/05	10	Dell Dr.	9+25	5+70.94	364.16	8	VCP	2	
06/15/05	10	Dell Dr.	5+70.94	2+69.67	308.45	8	VCP	2, 4	Cracked pipe at Sta 135 - Spot repair candidate
06/15/05	11	Dell Dr.	2+69.67	1+00	172.34	8	VCP	4	Pipe failure at Sta 1, failed lateral connection Sta 62 - Spot repair candidate.
06/15/05	11	Glenview Terr.	6+58.89	3+47.31	320.08	8	VCP		No issues
06/15/05	11	Glenview Terr.	3+47.31	1+15	237.94	8	VCP		No issues
06/15/05	11	Moonbeam Dr.	5+92.97	3+53	145.5	8	VCP	2	
06/15/05	11	Moonbeam Dr.	3+53	1+00	359.36	8	VCP	2, 4	Cracked pipe section at Sta 101 - Spot repair candidate
06/15/05	11	Moonbeam Dr.	3+51.33	1+00	257.53	8	VCP	2, 4	Failed lateral connection Sta 101, cracked joint at 178 - Spot repair candidates
06/16/05	11	Sunrise Dr.	8+00	9+55.53	157.64	8	VCP		No issues

City of Monterey Park
Water Master Plan Update
CCTV Review Sheet

Date	Tape ID	Street Location	From MH	To MH	Length	Diameter	Pipe Material	Identified Issue	Notes
06/16/05	11	Sunrise Dr.	8+00	5+45.50	258.86	8	VCP	4	Failed pipe segment Sta 86 - Spot repair candidate
06/16/05	11	Sunrise Dr.	5+45.50	2+97.50	258.86	8	VCP	2, 4	Cracked pipe at Sta 240 - Spot repair candidate
06/16/05	11	Sunrise Dr.	2+97.50	0+00	306.41	8	VCP	4	Cracked pipe at Sta 152 - Spot repair candidate
06/16/05	11	Sunrise Dr.	1+41.13	0+00	142.44	8	VCP		No issues
06/16/05	11	Sunrise Dr.	9+40.96	12+04.57	269.78	8	VCP		No issues
06/16/05	12	Sunrise Dr.	9+40.96	7+00.54	245.09	8	VCP	4	Failed pipe at Sta 99, 135 - Spot repair candidates.
06/16/05	12	Sunrise Dr.	7+00.54	3+50	359.67	8	VCP		No issues
06/16/05	12	Sunrise Dr.	3+50	2+51.72	99.48	8	VCP	5	Cracked joint at Sta 15, Pipe failure at Sta 43, 71, 75 (major missing pipe in flowline) two segments, 88 - Spot repair candidate.
06/16/05	12	Sunrise Dr.	2+51.72	1+00	152.44	8	VCP	5	Cracked pipe at Sta 7. Failed pipe at Sta 15 (three segments), 68, 76 (seven segments), 110 (three segments) - CIPP candidate.
06/16/05	12	Sunrise Pl.	2+50	1+00	152.95	8	VCP		No issues
06/16/05	12	Newmark Ave.	13+98.5	11+80	224.17	8	VCP		No issues
06/16/05	12	Newmark Ave.	11+80	9+10	278.86	8	VCP	2	Roots at Lateral
06/16/05	12	Newmark Ave.	9+10	6+40	183.76	8	VCP	2	Blockage abandoned CCTV
06/16/05	12	Newmark Ave.	6+40	9+10	72.04	8	VCP	2	Reverse of previous
06/16/05	12	Newmark Ave.	6+40	unknown	238.66	8	VCP		No issues
06/16/05	12	Newmark Ave.	unknown	4+10	45.61	8	VCP		No issues
06/20/05	13	Newmark Ave.	1+29.5	4+10	240.09	8	VCP		No issues
06/20/05	13	Newmark Ave.	1+29.5	0+01	54.49	8	VCP	7	Protruding lateral abandoned CCTV
06/20/05	13	Newmark Ave.	0+01	1+29.5	77.24	8	VCP	7	Reverse of previous
06/20/05	13	Mabel Ave.	12+25	9+06	90.91	8	VCP	2	Blockage abandoned CCTV
06/20/05	13	Mabel Ave.	9+06	12+25	235.9	8	VCP	2	Reverse of previous
06/20/05	13	Mabel Ave.	9+06	7+03.50	208.66	8	VCP		No issues
06/20/05	13	Mabel Ave.	7+03.50	5+17.60	191.31	8	VCP		No issues
06/20/05	13	Mabel Ave.	5+17.60	2+60	265.7	8	VCP		No issues
06/20/05	13	Mabel Ave.	2+60	0+04.50	256.31	8	VCP		No issues
06/21/05	13	Branham St.	12+28.70	9+23.13	313.65	8	VCP	2	
06/21/05	13	Branham St.	9+23.13	6+46.82	284.88	8	VCP	4	Cracked pipe at Sta 7 - Spot repair candidate
06/21/05	13	Branham St.	6+46.82	3+70	284.06	8	VCP		No issues
06/21/05	13	Branham St.	3+70	2+49.78	120.81	8	VCP	2, 4	Cracked pipe at Sta 10 - Spot repair candidate
06/21/05	14	Branham St.	2+49.78	0+38.3	216.82	8	VCP		No issues
06/21/05	14	Williams St.	3+70.49	2+12.09	162.13	8	VCP		No issues

City of Monterey Park
Water Master Plan Update
CCTV Review Sheet

Date	Tape ID	Street Location	From MH	To MH	Length	Diameter	Pipe Material	Identified Issue	Notes
06/21/05	14	Williams St.	2+12.09	0+00	217.74	8	VCP		No issues
06/21/05	14	Williams St.	3+03.10	2+00.84	103.77	8	VCP		No issues
06/21/05	14	Williams St.	2+00.84	0+00	204.78	8	VCP		No issues
06/21/05	14	Whitney Pl.	9+78.81	7+29.59	257.02	8	VCP	2, 5	Cracked lateral connection at Sta. 58, 67, 138, 151 cracked joint at 135, 144, cracked pipe and lateral connection at Sta 224, failed pipe at 248 (two segments) - CIPP candidate.
06/21/05	14	Tedford Way	5+25.48	2+63.95	263.66	8	VCP	2	Roots at Lateral
06/21/05	14	Tedford Way	2+63.95	0+00	273.04	8	VCP		No issues
06/22/05	14	Electric Ave.	7+29.59	5+81.05	139.17	8	VCP	4	Cracked pipe joint at Sta 14, 90, 131, 134 - CIPP candidate
06/22/05	14	Electric Ave.	5+81.05	4+71.54	112.95	8	VCP	2, 4	Roots at Lateral, failed pipe at Sta 108. Spot repair candidate.
06/22/05	15	Electric Ave.	4+71.54	2+40.58	234.98	8	VCP	2	Roots at Lateral
06/22/05	15	Electric Ave.	2+40.58	unknown	109.48	8	VCP		No issues
06/22/05	15	Electric Ave.	unknown	0+00	1.22	8	VCP	7	Protruding lateral abandoned CCTV
06/22/05	15	Electric Ave.	8+35	10+75.50	248.05	8	VCP		No issues
06/22/05	15	Electric Ave.	0+00	unknown	167.03	8	VCP		Reverse of previous
06/22/05	15	Electric Ave.	8+35	5+47	296.41	8	VCP		No issues
06/22/05	15	Electric Ave.	5+47	3+99	151.62	8	VCP		No issues
06/22/05	15	Electric Ave.	3+99	2+62	141.52	8	VCP		No issues
06/22/05	15	Electric Ave.	2+62	1+36	128.77	8	VCP		No issues
06/22/05	15	Electric Ave.	1+36	0+00	134.89	8	VCP		No issues
06/22/05	15	Marguerita Ave.	7+19.5	5+28	173.56	8	VCP		No issues
06/22/05	15	Marguerita Ave.	5+28	1+80	123.36	8	VCP	1	Rock in the pipe
06/22/05	15	Marguerita Ave.	1+80	5+28	6.73	8	VCP		Reverse of previous
06/23/05	16	Marguerita Ave.	1+80	0+00	3.37	8	VCP	1	Blockage abandoned CCTV
06/23/05	16	Marguerita Ave.	0+00	1+80	82.75	8	VCP	1	Reverse of previous unable to finish due to rock in pipe.
06/23/05	16	Newmark Ave.	3+00	0+00	305.9	8	VCP	4	Failed pipe segment at Sta 0 - Spot repair candidate.
06/23/05	16	Marguerita Ave.	8+56	7+19.5	163.25	8	VCP	2	Roots at Lateral
06/23/05	16	Newlee Ave.	4+00	1+74.60	230.9	8	VCP		No issues
06/23/05	16	Newlee Ave.	1+74.60	0+00	178.15	8	VCP		No issues
06/23/05	16	Knoll Ave.	2+86	1+70	119.79	8	VCP	2	Roots at Lateral
06/23/05	16	Knoll Ave.	1+70	0+00	172.74	8	VCP		No issues
06/23/05	16	Mabel Ave.	9+75	7+03.50	0	8	VCP	2	Blockage abandoned CCTV

City of Monterey Park
Water Master Plan Update
CCTV Review Sheet

Date	Tape ID	Street Location	From MH	To MH	Length	Diameter	Pipe Material	Identified Issue	Notes
06/23/05	16	Mabel Ave.	7+03.50	9+75	129.28	8	VCP	2	Reverse of previous
06/27/05	16	Mabel Ave.	7+03.50	4+32	281.92	8	VCP		No issues
06/27/05	16	Mabel Ave.	4+32	2+12	225.19	8	VCP		No issues
06/27/05	16	Mabel Ave.	2+12	0+00	214.27	8	VCP	6	offset joint severe - Sta 84, 88 Spot repair candidate.
06/27/05	17	Newmark Ave.	5+70	4+60	112.14	8	VCP		No issues
06/27/05	17	Newmark Ave.	4+60	0+45	28.26	8	VCP	2	Blockage abandoned CCTV
06/27/05	17	Newmark Ave.	0+45	4+60	292.43	8	VCP	2	Reverse of previous
06/27/05	17	Newmark Ave.	0+45	0+00	44.28	8	VCP		No issues
06/27/05	17	Newmark Ave.	14+10	12+73	142.85	8	VCP		No issues
06/27/05	17	Kingsford St.	12+73	11+03.5	171.62	8	VCP		No issues
06/27/05	17	Kingsford St.	11+03.5	8+00	312.73	8	VCP	2	Roots at Lateral
06/27/05	17	Kingsford St.	8+00	6+01	204.88	8	VCP		No issues
06/27/05	17	Kingsford St.	6+01	2+86	325.18	8	VCP	2	Roots at Lateral
06/27/05	17	Kingsford St.	2+86	0+00	294.98	8	VCP	2	Roots at Lateral
06/27/05	17	Kingsford St.	9+24	7+00	118.56	8	VCP	2	Blockage abandoned CCTV
06/27/05	17	Kingsford St.	7+00	9+24	107.85	8	VCP	2, 6	Reverse of previous, offset at Sta 83 - Spot repair candidate.
06/27/05	18	Kingsford St.	7+00	3+50	243.86	8	VCP	2	Blockage abandoned CCTV
06/28/05	18	Kingsford St.	3+50	7+00	92.34	8	VCP	2	Reverse of previous
06/28/05	18	Kingsford St.	3+50	0+00	356.1	8	VCP	2	Roots at Lateral
06/28/05	18	Jade Tree St.	109+03.7	111+51.6	253.96	8	VCP		No issues
06/28/05	18	Jade Tree St.	109+03.7	106+55.3	253.25	8	VCP		No issues
06/28/05	18	Jade Tree St.	106+55.3	104+25.2	236.11	8	VCP		No issues
06/28/05	18	Jade Tree St.	104+25.2	101+00	331.61	8	VCP		No issues
06/28/05	18	Montichico Ave.	101+00	100+05	94.48	8	VCP	1	
06/28/05	18	Montechico Dr.	0+00	2+70	5.41	8	VCP	7	Protruding lateral abandoned CCTV
06/28/05	18	De La Fuente	12+00	9+00	17.86	8	VCP	2, 7	Blockage abandoned CCTV
06/28/05	18	De La Fuente	9+00	12+00	250.9	8	VCP	2	Reverse of previous
06/28/05	18	De La Fuente	9+00	6+00	309.06	8	VCP	2, 4	Cracked pipe at Sta 93 - Spot repair candidate
06/28/05	19	De La Fuente	11+43	10+12	131	8	VCP	2	
06/28/05	19	De La Fuente	10+12	7+26	290	8	VCP	2	
06/28/05	19	De La Fuente	5+21	3+22	200.19	8	VCP		No issues
06/28/05	19	De La Fuente	3+22	1+21	200.69	8	VCP		No issues
06/28/05	19	De La Fuente	1+21	0+00	120.13	8	VCP		No issues
06/28/05	20	De La Fuente	6+00	3+00	309.98	8	VCP	1	grease at lateral
06/29/05	20	De La Fuente	0+00	3+00	308.14	8	VCP		No issues

City of Monterey Park
Water Master Plan Update
CCTV Review Sheet

Date	Tape ID	Street Location	From MH	To MH	Length	Diameter	Pipe Material	Identified Issue	Notes
06/29/05	20	Cadiz St.	2+01.22	0+00	204.37	8	VCP		No issues
06/29/05	20	De La Fuente	10+75	13+55	288.25	8	Concrete Pipe	5	CIPP candidate
06/29/05	20	De La Fuente	10+75	7+82.35	301.82	8	Concrete Pipe	5, 7	Holes in pipe - CIPP Candidate
06/29/05	20	De La Fuente	7+82.35	3+50	447.32	8	Concrete Pipe	5	CIPP candidate
06/29/05	21	De La Fuente	0-02	3+50	101.12	8	Concrete Pipe	7	Protruding lateral abandoned CCTV - CIPP candidate.
06/29/05	21	De La Fuente	3+50	0-02	257.43	8	Concrete Pipe	5	Reverse of previous. CIPP candidate.
06/30/05	21	Alley	6+73.55	4+50	228.25	8	Concrete Pipe	5, 7	CIPP candidate
06/30/05	21	Alley	4+50	0+00	465.17	8	Concrete Pipe	1	CIPP candidate
06/30/05	21	Alley	5+15	unknown	304.37	8	Concrete Pipe	1	CIPP candidate
06/30/05	21	Alley	unknown	unknown	310.29	8	Concrete Pipe	1, 5	CIPP candidate
06/30/05	22	Alley	2+11	3+78	330.28	8	VCP		No issues
06/30/05	22	Alley	2+11	3+78	330.28	8	VCP	2	Roots at Lateral
06/30/05	22	El Portal	1+23.80	0+00	132.85	8	VCP	2	
06/30/05	22	Harding Ave.	1+60	0+00	163.56	8	VCP		No issues
06/30/05	22	Hermosa Vista	4+72.28	6+91.44	227.03	8	VCP	4	Cracked lateral connection at Sta 219- Spot repair candidate.
06/30/05	22	Hermosa Vista	4+72.28	3+49.62	126.83	8	VCP	4	Cracked pipe joint at Sta 90 - Spot repair candidate
06/30/05	22	Hermosa Vista	3+49.62	1+00	259.27	8	VCP	4	Cracked pipe section at Sta 64 - Spot repair candidate
06/30/05	22	Hermosa Vista	8+33.29	4+73.28	372.32	8	VCP		No issues
07/01/05	22	Hermosa Vista	4+73.28	1+23.28	364.06	8	VCP	2, 5	Roots at several joints severe, failed pipe at Sta. 340. Spot repair candidate.
07/01/05	22	Hermosa Vista	1+23.28	0+00	126.73	8	VCP	2	
07/01/05	22	Cadiz St.	141+00	140+11.0	90.2	8	VCP		No issues
07/01/05	22	Nachi Way	132+46.4	130+00	254.17	8	VCP		No issues
07/01/05	22	Crest Vista Dr.	122+36.2	124+46.3	216.01	8	VCP		No issues
			Total Length (ft)		**48525.66**		**9.19**	**Miles**	
					2006				
05/08/06	1	Ridgecrest Wy	1540	1580	119.61	8	VCP	2	
05/08/06	1	Ridge Crest Way	1540	970	214.29	8	VCP	2, 4	Failed pipe at Sta 0 (MH) - Spot repair candidate
05/08/06	1	Ridge Crest St.	940	970	340.82	8	VCP	1, 5	Failed lateral connection Sta 2, 101, failed pipe at Sta. 111 (four segments holes visible), - Spot repair candidate.
05/08/06	1	Ridge Crest St.	970	979	137.91	8	VCP		No issues
05/08/06	1	Ridge Crest St.	979	1001	174.43	8	VCP		No issues

City of Monterey Park
Water Master Plan Update
CCTV Review Sheet

Date	Tape ID	Street Location	From MH	To MH	Length	Diameter	Pipe Material	Identified Issue	Notes
05/08/06	1	Ridge Crest St.	1024	1001	356.17	8	VCP		No issues
05/08/06	1	Ridge Crest St.	1028	1037	228.74	8	VCP		No issues
05/08/06	1	Ridge Crest St.	1037	1071	348.24	8	VCP		No issues
05/08/06	1	Ridge Crest St.	1071	1087	326.78	8	VCP		No issues
05/08/06	1	Ridge Crest St.	1087	1137	206.46	8	VCP	1,2	Blockage abandoned CCTV
05/08/06	1	Ridge Crest St.	1137	1087	60.31	8	VCP	2	Reverse of previous
05/08/06	1	Ridge Crest St.	1137	1175	167.61	8	VCP	2, 4	Cracked pipe joint at Sta 110 - Spot repair candidate
05/08/06	1	Ridge Crest St.	1175	1225	359.94	8	VCP	2, 4	Failed pipe section at Sta 233 - Spot repair candidate
05/08/06	1	Ridge Crest St.	1225	1293	72.21	8	VCP	2	Blockage abandoned CCTV
05/08/06	1	Ridge Crest St.	1293	1225	230.47	8	VCP	2, 4	Reverse of previous - cracked pipe joint at Sta 130 - Spot repair candidate
05/08/06	1	Ridge Crest St.	1293	1345	335.02	8	VCP		No issues
05/08/06	1	Ridge Crest St.	1345	1445	313.05	8	VCP	4	Cracked pipe joints at Sta 36, 274 - Spot repair candidate
05/09/06	2	Ridgecrest St.	1445	1501	358.18	8	VCP	4	Failed pipe at Sta 15 - Spot repair candidate
05/09/06	2	Ridge Crest St.	1501	1541	264.29	8	VCP		No issues
05/09/06	2	Ridge Crest St.	1541	1571	139.41	8	VCP	1, 4	Blockage abandoned CCTV no reverse - Cracks throughout reach - CIPP candidate
05/09/06	2	Hillside St.	1001	1128	348.59	8	VCP	1, 5	Cracked lateral connection at Sta. 149, failed lateral connection at Sta. 208, 226, cracked pipe joint at 216, failed pipe at Sta 226 (five segments) - Spot repair candidate.
05/09/06	2	Hillside St.	1128	1200	290.54	8	VCP	4	Cracked pipe joints at Sta 79, 96, 285 and throughout - CIPP candidate
05/09/06	2	Hillside St.	1200	1265	376.85	8	VCP	1, 2, 4	Cracked pipe joints at Sta 43, 203, 229, throughout - CIPP candidate
05/09/06	2	Hillside St.	1265	1295	204.12	8	VCP	4	Cracks throughout reach - CIPP candidate
05/09/06	2	Hillside St.	1295	1323	197.97	8	VCP	4	Cracks throughout reach - CIPP candidate
05/09/06	2	Hillside St.	1323	1389	265.81	8	VCP	4	Cracks throughout reach - CIPP candidate
05/09/06	2	Hillside St.	1389	1467	238.04	8	VCP	4	Cracks throughout reach - CIPP candidate
05/09/06	2	Hillside St.	1467	1800	230.67	8	VCP		No issues
05/09/06	2	Hillside St.	1800	1800A	297.1	8	VCP	2, 4	Cracks throughout reach - CIPP candidate
05/10/06	3	Sunnyhill Drive	1481	1581	272.27	8	VCP	2	
05/10/06	3	Sunnyhill Drive	1581	1641	307.15	8	VCP	2	

City of Monterey Park
Water Master Plan Update
CCTV Review Sheet

Date	Tape ID	Street Location	From MH	To MH	Length	Diameter	Pipe Material	Identified Issue	Notes
05/10/06	3	Sunnyhill Drive	1641	1323	179.51	8	VCP	5, 6, 7	Cracked pipe joint at Sta 26, failed pipe at Sta 67 (five segments holes visible), 115 (two segments), 140 (two segments), 156, 174, failed lateral connection at Sta 73, offset at 163 - CIPP candidate.
05/10/06	3	Longhill Dr.	1414	1481	245.42	8	VCP	5	Cracked pipe at Sta 24, failed pipe and lateral connection Sta 41 (three segments), 61 (two segments), Spot repair candidate.
05/10/06	3	Longhill Dr.	1481	1556	256.4	8	VCP	2	
05/10/06	3	Longhill Dr.	1556	1622	275.62	8	VCP	1	
05/10/06	3	Longhill Dr.	1622	1265	178.49	8	VCP	5	Failed lateral connection at Sta. 42 (two segments), failed pipe segment at 54 (three segments holes visible), 72 (two segments), 90 (six segments), cracked joint at Sta. 80, 87 - CIPP candidate.
05/10/06	3	North Ridge Pl.	1100	1480	309.9	8	VCP	5	Cracked pipe at Sta 1, failed lateral connection and pipe joint at Sta. 7 (two segments), 45 - Spot repair candidate.
05/10/06	3	Star Ridge Dr.	1418	1480	194.56	8	VCP	4	Cracked pipe at Sta 4 (MH) - Spot repair candidate
05/10/06	3	Star Ridge Dr.	1480	1580	234.43	8	VCP	4	Cracks throughout reach - CIPP candidate
05/10/06	3	Star Ridge Dr.	1580	1200	155.81	8	VCP		No issues
05/10/06	3	Sunnyslope Pl.	1379	1380	175.75	8	VCP		No issues
05/10/06	3	Sunnyslope Dr.	1366	1380	141.47	8	VCP		No issues
05/10/06	3	Sunnyslope Dr.	1380	1391	101.6	8	VCP	2	Blockage abandoned CCTV
05/10/06	3	Sunnyslope Dr.	1391	1380	61.33	8	VCP	2	Reverse of previous
05/11/06	4	Stone Ct.	1320	2267	252.54	8	VCP	2	
05/11/06	4	Stone Gate St.	1363	1460	316.71	8	VCP	4	Cracked pipe at Sta 228 - Spot repair candidate
05/11/06	4	Stone Gate St.	1460	2200	282.44	8	VCP	4	Cracks throughout reach - CIPP candidate
05/11/06	4	Stonewell St.	2267	1433	385.57	8	VCP	2, 4	Cracks throughout reach - CIPP candidate
05/11/06	4	Stonewell St.	1433	2280	390.75	8	VCP	2, 5	Failed lateral connection at Sta. 6, cracked pipe joint at 67, 160, failed pipe segment at 84 (three segments holes visible) - Spot repair candidate.
05/11/06	4	Longhill Dr.	1845	1801	178.49	8	VCP	1	

City of Monterey Park
Water Master Plan Update
CCTV Review Sheet

Date	Tape ID	Street Location	From MH	To MH	Length	Diameter	Pipe Material	Identified Issue	Notes
05/11/06	4	Longhill Dr.	1801	1750	357.8	8	VCP	1, 5, 7	Cracked pipe joint at Sta. 120, failed pipe at 148 (two segments), failed pipe and lateral connection at Sta. 167 (six segments), 186 (seven segments holes visible), 272 (three segments) - CIPP candidate
05/11/06	4	Longhill Dr.	1750	1265	308.07	8	VCP	4	Cracks throughout reach - CIPP candidate
05/11/06	4	Longhill Dr.	1845	1175	358.21	8	VCP	5, 7	Failed pipe at Sta. 82, failed pipe and lateral connection Sta. 165 - Spot repair candidate.
05/11/06	4	Longhill Dr.	1175	2047	283.76	8	VCP	2	
05/11/06	4	Longhill Dr.	2047	1189	159.07	8	VCP	2	Blockage abandoned CCTV
05/11/06	4	Longhill Dr.	1189	2047	70.79	8	VCP	2	Reverse of previous
05/11/06	4	Pebbledon St.	1189	1245	261.89	8	VCP	4	Cracks throughout reach - CIPP candidate
05/11/06	4	Pebbledon St.	1245	1323	356.48	8	VCP	5	Cracked pipe joint at Sta. 4, failed pipe at 132 (two segments), 156 (two segments), 172, 178 (two segments), 187 (two segments), 225 (two segments), 320, failed pipe and lateral connection 198 (two segments), CIPP candidate.
05/12/06	5	Bluffhill Dr.	1601	1679	258.03	8	VCP	4	Cracks throughout reach - CIPP candidate
05/12/06	5	Bluffhill Dr.	1679	1750	217.55	8	VCP	4	Cracks throughout reach - CIPP candidate
05/12/06	5	Long Hill Way	1190	1175	123.27	8	VCP	2	
05/12/06	5	Pebbledon St.	1323	1433	381.3	8	VCP	5	Cracked pipe joint at Sta 1, 140, 106 (two segments), 119 (two segments), 152, cracked pipe and lateral connection Sta 173, lateral blocked/failed cap Sta 284 - Spot repair candidate.
05/12/06	5	Pebbledon St.	1433	2140	383.43	8	VCP	4	Cracks throughout reach - CIPP candidate
05/12/06	5	Pebble Ct.	2001	2061	247.04	8	VCP	1, 4	Cracks throughout reach - CIPP candidate
05/12/06	5	Pebble Ct.	2061	1323	255.18	8	VCP	1, 2, 4	Cracks throughout reach - CIPP candidate
05/12/06	5	Pebble Hurst St.	1340	1460	345.5	8	VCP	4	Cracked pipe at Sta 191 - Spot repair candidate
05/12/06	5	Pebble Hurst St.	1460	1990	308.07	8	VCP	2, 5	Failed lateral connection at Sta. 7 (holes visible), failed pipe and lateral connection at 9 (holes visible), failed pipe at 57 (three segments), 233 (two segments), 254 (three segments) - CIPP candidate.
05/12/06	6	Solar Dr.	1411	1461	353.8	8	VCP	2, 4	Cracked pipe at Sta 155 - Spot repair candidate
05/12/06	6	Solar Dr.	1461	1501	220.4	8	VCP	2, 4	Cracked pipe at Sta 15 - Spot repair candidate

City of Monterey Park
Water Master Plan Update
CCTV Review Sheet

Date	Tape ID	Street Location	From MH	To MH	Length	Diameter	Pipe Material	Identified Issue	Notes
05/12/06	6	Solar Dr.	1501	intersection	352.2	8	VCP	2	
05/12/06	6	Valley Vista Dr.	1580	1490	257	8	VCP	2	
05/12/06	6	Valley Vista Dr.	1580	intersection	304.4	8	VCP	2, 6	Offset joint at Sta 275 - Spot repair candidate
05/12/06	6	Rolling Hill Dr.	1501	1591	332.7	8	VCP	2, 4	Cracked pipe at Sta 148 - Spot repair candidate
05/12/06	6	Rolling Hill Dr.	1591	intersection	279.7	8	VCP	4	Cracked pipe at Sta 85, 226 - Spot repair candidate
05/12/06	6	Lunar Dr.	1531	1561	98.4	8	VCP	2	
05/12/06	6	Lunar Dr.	1561	1531	51.2	8	VCP	2	
05/12/06	6	Lunar Dr.	1561	intersection	352.2	8	VCP	4	Cracked pipe at Sta 183, 262 - Spot repair candidate
05/12/06	7	Sunnyslope Dr.	1391	1440	226.8	8	VCP	2	
05/12/06	7	Sunnyslope Dr.	1440	1500	265.86	8	VCP		No issues
05/12/06	7	Sunnyslope Dr.	1500	1590	359.33	8	VCP		No issues
05/12/06	8	Wandering Dr.	1601	intersection	145.8	8	VCP	2	
05/12/06	8	Wandering Dr.	intersection	1601	88.2	8	VCP	2	Roots at Lateral
05/12/06	8	Shady Crest Dr.	1621	1651	160.1	8	VCP	2	Roots at Lateral
05/12/06	8	Shady Crest Dr.	1651	intersection	242.1	8	VCP	2	Roots at Lateral
05/15/06	9	Brightwood St.	1880	1920	248.24	8	VCP	5	Cracked pipe and lateral connection at Sta. 26, 156 (two segments), - Spot repair candidate.
05/15/06	9	Brightwood St.	1920	1990	247.84	8	VCP	5	Cracked pipe and lateral connection at Sta. 19, 101, cracked pipe joint at 56, 77 (two segments), 156, 183 - Spot repair candidate.
05/15/06	9	Brightwood St.	1990	2080	248.04	8	VCP	5	Cracked pipe joint at Sta 18 (two segments), 28, 63, cracked pipe and lateral connection at 91 (seven segments), 146, 148, 217 (three segements) - CIPP candidate.
05/15/06	9	Brightwood St.	2080	2140	247.43	8	VCP	4	Cracked pipe joints at Sta 148, throughout - CIPP candidate
05/15/06	9	Brightwood St.	2140	2200	248.24	8	VCP	4	Cracked pipe joint at Sta 18, throughout - CIPP candidate
05/15/06	9	Brightwood St.	2200	2280	249.15	8	VCP	4	Cracked pipe joint at Sta 42, throughout - CIPP candidate
05/15/06	9	Brightwood St.	2280	1501	251.07	8	VCP	4	Cracked pipe joint at Sta 46, throughout - CIPP candidate
05/15/06	9	Brightwood St.	1880	1800	376.15	8	VCP		No issues
05/15/06	9	Brightwood St.	1590	1690	364.64	8	VCP	4	Cracked pipe joint at Sta 298, throughout - CIPP candidate

City of Monterey Park
Water Master Plan Update
CCTV Review Sheet

Date	Tape ID	Street Location	From MH	To MH	Length	Diameter	Pipe Material	Identified Issue	Notes
05/15/06	10	College View Dr.	1690	1600	325.39	10	VCP		No issues
05/15/06	10	College View Dr.	1600	1501	339.16	10	VCP	4	Cracked pipe throughout - CIPP candidate
05/15/06	10	College View Dr.	1501	1441	244.78	10	VCP	4	Cracked pipe segment at Sta 8 and 12 - Spot repair candidate
05/15/06	10	College View Dr.	1401	1291	342.83	10	VCP		No issues
05/15/06	10	College View Dr.	1291	1174	337.73	10	VCP	5, 7	Failed pipe and lateral connection at Sta. 5, 290, cracked pipe joint at 206, 247, 317, failed pipe at 325, hole in pipe at Sta. 222 - Spot repair candidate.
05/15/06	10	College View Dr.	1129	1080	274.37	10	VCP		No issues
05/15/06	10	College View Dr.	1080	1020	336.71	10	VCP	5	Failed pipe at Sta. 185, 204, cracked joint at 268 - Spot repair candidate
05/15/06	11	College View Dr.	1020	1000	134.38	10	VCP	4	Cracked pipe throughout - CIPP candidate
05/15/06	11	College View Dr.	1895	1801	341.3	10	VCP		No issues
05/15/06	11	College View Dr.	1895	1983	347.83	10	VCP	4	Cracked pipe throughout - CIPP candidate
05/15/06	11	College View Dr.	1983	2081	346.41	10	VCP	4	Cracked pipe throughout - CIPP candidate
05/15/06	12	Brightwood St.	1690	1800	362.72	8	VCP	4, 7	Cracked pipe at Sta 227, throughout - CIPP candidate
05/15/06	12	Brightwood St.	1590	1520	63.5	8	VCP	1, 2	Blockage abandoned CCTV
05/15/06	12	Brightwood St.	1520	1590	171.52	8	VCP	1,2	Reverse of previous
05/15/06	12	Brightwood St.	1520	1480	248.24	8	VCP		No issues
05/16/06	13	Brightwood St.	1480	1420	247.03	8	VCP	5	Failed pipe at Sta. 7 (five segments) - Spot repair candidate.
05/16/06	13	Brightwood St.	1420	1360	248.44	8	VCP	2, 4	Cracked pipe at Sta 47, throughout - CIPP candidate
05/16/06	13	Brightwood St.	1360	1300	252.98	8	VCP	4	Cracked pipe joint at Sta 9 - Spot repair candidate
05/16/06	13	Brightwood St.	1300	1244	232.09	8	VCP	4	Cracked pipe throughout - CIPP candidate
05/16/06	13	Brightwood St.	1244	1190	259.14	8	VCP	5, 7	Failed pipe joint at 232 (two segments) - Spot repair candidate.
05/16/06	13	Brightwood St.	1110	1190	328.8	8	VCP	1	
05/16/06	13	Brightwood St.	1081	1021	200.19	8	VCP	1	
05/16/06	13	Brightwood St.	1021	1800	352.42	8	VCP	4	Cracked pipe at Sta 64, 66, 241, throughout - CIPP candidate
05/16/06	14	Lightview St.	1300	1380	270.55	8	VCP	5	Cracked lateral connection at Sta. 8, pipe joint cracked at Sta. 144 (two segments), 175 (three segments), - Spot repair candidate.

City of Monterey Park
Water Master Plan Update
CCTV Review Sheet

Date	Tape ID	Street Location	From MH	To MH	Length	Diameter	Pipe Material	Identified Issue	Notes
05/16/06	14	Lightview St.	1380	1423	221.39	8	VCP	4	Cracked pipe at Sta 17, throughout - CIPP candidate
05/16/06	14	Lightview St.	1423	1467	161.52	8	VCP	4	Cracked pipe at Sta 16, throughout - CIPP candidate
05/17/06	15	Rock View St.	1305	1323	134.27	8	VCP	5	Cracked lateral connection and pipe joint at Sta. 69, cracked pipe at 72, 97 - Spot repair candidate
05/17/06	15	Rock View St.	1323	1437	372.51	8	VCP	2, 5	Cracked pipe at Sta. 5, cracked pipe joint at 11, 14, 35, 110 (four segments), cracked pipe at 39, (two segments), cracked pipe at 57 (two segments), 156 (five segments), 180 (five segments), 235 (three segments), 269 (two segments), cracked lateral and pipe at 64, 78 (two segments), 145 (two segments), 228 (two segments), 294 (two segments) - CIPP candidate
05/17/06	15	Rock View St.	1437	1920	371.4	8	VCP	4	Cracked pipe and lateral connection at Sta. 77, 150, 304, cracked pipe at 249 (two segments), 318 (three segments), 340 (three segments) - CIPP candidate
05/17/06	15	Rock Haven St.	1320	1433	368.37	8	VCP	2, 5	Cracked pipe joint at Sta 28 (four segments), 96, 156, cracked pipe and lateral connection 69, 110 (two segments), 199 (two segments) - CIPP candidate
05/17/06	16	Rock Haven St.	1433	1880	362.21	8	VCP	2, 5	Roots at Lateral, cracked pipe at Sta 4 (two segments), 195, 240, 260 (two segments), cracked pipe and lateral connection 53, 82, 212 - CIPP candidate
05/17/06	16	S.Bleakwood Ave	2001	2025	276.71	8	VCP	1, 4	Cracked pipe at Sta 271 - Spot repair candidate
05/17/06	16	S.Bleakwood Ave	2025	2049	274.29	8	VCP		No issues
05/17/06	16	S.Bleakwood Ave	2049	2069	329.2	8	VCP	2, 4	Crack at Sta 12, throughout - CIPP candidate
05/17/06	16	S.Bleakwood Ave	2069	2093	328.7	8	VCP	2	Roots at Lateral
05/17/06	16	S.Bleakwood Ave	2093	2313	71.88	8	VCP	1	Blockage abandoned CCTV
05/17/06	16	S.Bleakwood Ave	2313	2093	57.04	8	VCP		Reverse of previous
05/18/06	17	S. Bleakwood Ave.	2313	2325	310.12	8	VCP		No issues
05/18/06	17	S.Bleakwood Ave	2357	2325	321.53	8	VCP	1, 4	Cracked pipe at Sta 82 - Spot repair candidate
05/18/06	17	S.Bleakwood Ave	2361	2331	264.59	8	VCP		No issues

City of Monterey Park
Water Master Plan Update
CCTV Review Sheet

Date	Tape ID	Street Location	From MH	To MH	Length	Diameter	Pipe Material	Identified Issue	Notes
05/18/06	17	S.Bleakwood Ave	2331	2392	269.64	8	VCP		No issues
05/18/06	17	S.Woods Ave.	2358	1929	401.28	8	VCP	2	Buried manhole
05/18/06	17	S.Woods Ave.	2365	2385	265.7	8	VCP		No issues
05/18/06	17	S.Woods Ave.	2385	2399	273.48	8	VCP		No issues
05/18/06	18	S. Woods Ave.	2002	2026	302.35	8	VCP	5	Cracked pipe and lateral connection at Sta 4, 7, 59, 108, 255, 258, 282 - CIPP Candidate
05/18/06	18	S.Woods Ave.	2026	2050	302.35	8	VCP	1, 5	Cracked pipe joint at Sta. 66, 138, cracked pipe and lateral connection at 160 - Monitor cracks, spot repair candidate.
05/18/06	18	S.Woods Ave.	2050	2074	302.25	8	VCP	2, 4	Cracked pipe at Sta 14, 111 and throughout - CIPP candidate
05/19/06	19	S. Woods Ave.	2074	2094	300.33	8	VCP		No issues
05/19/06	19	S.Vancouver Ave.	2001	2021	248.44	8	VCP	1, 2, 4	Cracked pipe at Sta 141 - CIPP candidate due to roots
05/19/06	19	S.Vancouver Ave.	2021	2041	248.14	8	VCP	2	
05/19/06	19	S.Vancouver Ave.	2041	2069	357.97	8	VCP	4	Cracked pipe at Sta 274 and 328 - Spot repair candidate
05/19/06	19	S.Vancouver Ave.	2069	2093	355.95	8	VCP		No issues
05/19/06	19	S.Vancouver Ave.	2312	2323	136.79	8	VCP	2	
05/19/06	20	S. Vancouver Ave.	2323	2327	85.61	8	VCP	2	
05/19/06	20	S.Vancouver Ave.	2362	2338	300.53	8	VCP	2	Roots at Lateral
05/19/06	20	S.Vancouver Ave.	2338	2327	164.65	8	VCP	4	Cracked pipe at Sta 85 - Spot repair candidate
05/19/06	20	S.Vancouver Ave.	2366	2382	172.73	8	VCP	1	Substantial grease
05/19/06	20	S.Vancouver Ave.	2382	2390	140.32	8	VCP		No issues
05/19/06	20	S.Vancouver Ave.	2390	2398	122.15	8	VCP	2	Blockage abandoned CCTV
05/22/06	21	S. Roscommon Ave.	2355	2374	266.21	8	VCP		No issues
05/22/06	21	S.Roscommon Ave.	2374	2390	272.06	8	VCP		No issues
05/22/06	21	S.Roscommon Ave.	2350	2334	247.13	8	VCP		No issues
05/22/06	21	S.Roscommon Ave.	2311	2334	323.65	8	VCP		No issues
05/22/06	21	S.Westcott Ave.	2309	2329	266.21	8	VCP	2, 4	Cracked pipe at Sta 138 - Spot repair candidate
05/22/06	21	Westcott Ave.	2329	2337	168.79	8	VCP	4	Cracked pipe at Sta 57 - Spot repair candidate
05/22/06	21	Westcott Ave.	2388	2356	355.75	8	VCP		No issues
05/22/06	21	Westcott Ave.	2356	2340	162.53	8	VCP		No issues
05/22/06	21	Westcott Ave.	2340	2337	123.97	8	VCP	4	Cracked pipe at Sta 23 - Spot repair candidate
05/22/06	21	Dorner Dr.	2327	1929	275.5	8	VCP	2, 4	Cracked pipe throughout - CIPP candidate
05/23/06	22	Dorner Dr.	1929	2328	271.56	8	VCP	2	
05/23/06	22	Dorner Dr.	2328	2334	274.59	8	VCP	2	

MID YEAR REVIEW REPORT
City of Monterey Park

Fiscal Year 2013 - 2014

City of Monterey Park
Five Year Financial Projection
Refuse Fund

	Estimated Actual 2013-14	Long-Term Projection 2014-15	2015-16	2016-17	2017-18	2018-19	Notes
Beginning Unrestricted Net Assets	$2,203,919	$1,413,112	$481,612	$2,300	($429,100)	($808,400)	
Revenues:							
Refuse Fees	5,500,000	5,500,000	6,093,288	6,276,000	6,464,000	6,658,000	(1)
Waste Management Fees	330,000	330,000	340,000	350,000	361,000	372,000	
Total Revenues	5,830,000	5,830,000	6,433,288	6,626,000	6,825,000	7,030,000	
Expenditures:							
Salaries & Benefits	779,562	840,000	861,000	883,000	905,000	928,000	(2)
Maintenance & Operation	41,335	42,000	43,000	44,000	45,000	46,000	(3)
Waste Reduction-AB 939	2,000	2,000	2,000	2,000	2,000	2,000	(4)
Refuse Pick-Up Contract	5,000,000	5,100,000	5,202,000	5,306,000	5,412,000	5,520,000	(4)
Other Contracted Services	156,088	160,700	166,000	171,000	176,000	181,000	(5)
Utilities	13,800	14,200	14,600	15,000	15,500	16,000	(6)
Allocated Costs	270,000	278,000	286,000	295,000	304,000	313,000	(7)
Vehicle Operating	7,262	7,600	8,000	8,400	8,800	9,200	(8)
NPDES	104,000	107,000	110,000	113,000	116,000	119,000	(9)
Small Capital	20,000	10,000	20,000	20,000	20,000	20,000	(10)
Capital Projects - Carryover	26,760						
OPEB Set Aside	200,000	200,000	200,000	200,000	200,000	200,000	
Total Expenditures	6,620,807	6,761,500	6,912,600	7,057,400	7,204,300	7,354,200	
Ending Unrestricted Net Assets	$1,413,112	$481,612	$2,300	($429,100)	($808,400)	($1,132,600)	

Future Capital Projects: (10)

City of Monterey Park
Five Year Financial Projection
Refuse Fund
Notes

(1) Estimated 3% CPI increase for refuse rates (does not include commercial refuse fees, which are collected by refuse contractor). The rates have not been increased for over 4 years. The City anticipates a 218 rate increase to offset deficits, starting 2015-16.

(2) 2.5% increase in salaries & benefits.

(3) 2% increase in maintenance, supplies and other operating costs.

(4) 2% increase in contracted services for waste reduction and monitoring, and refuse pick-up (does not include commercial refuse service pick-up contract).

(5) 3% increase in other contracted services, including legal fees, accounting and auditing, and data processing services.

(6) 3% increase in utilities.

(7) Administrative support provided by the City.

(8) 5% increase in vehicle operating costs.

(9) Federally Mandated National Pollutant Discharge Elimination System, estimated increase 3%.

(10) Source: Preliminary Five-Year Capital Improvement Program. Amounts shown for future capital projects have not been included in fund balance calculation.

City Council Staff Report

DATE: March 19, 2014

AGENDA ITEM NO: **New Business**
Agenda Item 6-B.

TO: Honorable Mayor and Members of the City Council

FROM: Michael A. Huntley, Director of Community and Economic Development

SUBJECT: Scheduled Matter: An Ordinance amending Chapters 9.74 in its entirety and repealing Chapter 9.75 of the Monterey Park Municipal Code related to Shopping Cart Containment and Retrieval Plans and Abatement of Shopping Cart Nuisance

RECOMMENDATION:

It is recommended that the City Council consider:

1) Introducing and waiving the first reading of an ordinance amending Chapter 9.74 in its entirety and repealing Chapter 9.75 of the Monterey Park Municipal Code; and

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

EXECUTIVE SUMMARY:

In November 2013, the City Council and Executive Staff conducted a Strategic Planning workshop. The workshop was intended to identify and prioritize community wide issues. One of the issues identified was abandoned shopping carts. The Council directed staff to look into ways to better address the issue city-wide. Since that workshop, staff has taken actions to better address abandon shopping carts including meeting with all markets and stores that have five or more shopping carts, meeting with the two shopping cart retrieval companies that provide service in the community, established a depository for shopping carts at the City Yard and conducting a city-wide sweep of the City. In addition to those efforts, staff surveyed other cities to identify other performance provisions that could be incorporated into the City's existing Shopping Cart Ordinance to better address abandon shopping carts. Staff is requesting that the City Council consider those amendments identified in the attached draft ordinance and the consolidation of the two existing chapters (9.74 and 9.75) into one comprehensive ordinance addressing regulations for the use, retrieval and abandonment of shopping carts.

BACKGROUND:

On June 21, 2006, the City Council adopted the Shopping Cart Ordinance, adding Chapter 9.74 to the Monterey Park Municipal Code requiring businesses with five (5) or more shopping carts used by customers to submit either a Cart Containment or Retrieval Plan for City review and approval.

The Ordinance was established to ensure reasonable measures by owners and operators of businesses providing shopping carts to prevent removal of shopping carts from the premises and prompt retrieval of carts to complement and supplement provision of State law. The State Legislature preempted the area of retrieval and impoundment of shopping carts by local governments. The Business and Professions Code § 22435.8 authorized local governments to adopt regulations not in conflict with the State's preempted provisions.

Since 2006, all markets with five (5) or more carts complied with the requirement of either providing a containment policy or obtaining the services of a retrieval company. Several stores placed poles on the cart prohibiting customers from taking the cart outside the structure. Most markets have obtained the services of a Shopping Cart Retrieval Service Company.

MPMC Chapter 9.74 authorizes owners of shopping carts to provide personnel or obtain a contract service company to retrieve lost, stolen or abandoned shopping carts. A few markets chose to provide store personnel to retrieve carts, rather than obtain the services of a professional retrieval company. In addition, the store owner provides retrieval personnel in sufficient number to ensure that all public streets within a minimum of two miles of the premises are patrolled not less than every twelve (12) hours.

In November 2013, the City Council and Executive Staff conducted a Strategic Planning workshop. The workshop was intended to identify and prioritize community wide issues that need to be addressed. One of the items identified was abandoned shopping carts. The Council directed staff to look into better addressing the issue city wide.

On December 3, 2013, Code Enforcement staff contacted markets and/or stores with five (5) or more shopping carts and spoke with store managers and/or owners regarding their containment or retrieval plan. A subsequent meeting at City Hall was held on December 11, 2013 with representatives, managers or owners of 15 local markets and/or stores. Representatives from the California Shopping Cart Retrieval Corporation and the West Coast Shopping Cart Retrieval Service were also present. Staff included the City Manager, Director of Public Works, Director of Community and Economic Development Director and the Code Enforcement Supervisor. Several issues were discussed including amendments to the Monterey Park Municipal Code to better serve the public and control abandon shopping carts.

The retrieval companies volunteered their services to the City of Monterey Park for a one-day sweep of the City, collecting all abandoned, lost, or stolen carts, and delivering them to a centralized location at the City Yard. Only identified carts of retrieval member stores would be disseminated back to the various markets. It was hoped that the "City Sweep" would help rid the City of abandoned shopping carts.

Before the "City Sweep," the Public Work Department constructed a cart depository/corral outside the gate to the City Yard to house all collected shopping carts. A new policy was established where retrieval companies would pick up all carts and deliver either their competitors carts or unidentified and non-contract carts to the cart depository/corral on weekends and holidays. Locks were provided for security and keys given to retrieval companies for weekend and holiday storage. Since the cart retrieval companies were picking up all shopping carts and not just their clients, it created a more effective system for freeing the City of abandon shopping carts.

On January 28, 2014, the City-Wide Shopping Cart Sweep took place. Five trucks swept for carts for over two hours. The retrieval companies reported a total of 35 carts were located and returned to stores. Seven unidentified or non-contract carts were left in the corral. Between the two companies, they normally pick up around 200 shopping carts over the course of an entire day.

ANALYSIS:

As illustrated above, staff has taken a proactive approach to addressing the abandon shopping cart issue within the City. To further identify if there are other approaches that cities have taken to address this issue, the City conducted a study of shopping cart ordinances from other cities to see if there are other performance standards that could be incorporated into the City of Monterey Park's existing ordinance. The City surveyed 11 cities including Alhambra, Arcadia, Garden Grove, Monrovia, Montebello, Pasadena, Rosemead, San Gabriel, Santa Monica, West Hollywood and Westminster.

On February 13, 2014, a meeting was held with the City Manager, Director of Community and Economic Development and the Code Enforcement Supervisor. After reviewing information from the survey of other cities and discussing the City's existing ordinance, there are five additional provisions that were considered necessary including:

1. Adding three languages (English, Chinese, and Spanish) for cart identification and locating such identification in the most visible location on the cart;
2. Changing the frequency of retrieval from two times a day to four times a day;
3. Requiring all retailers to obtain a contract with a cart retrieval service company, no longer allowing in-house or non-professional retrieval company to pick up carts; and

4. Adding a Nuisance Abatement Fee for those carts picked up and stored by the City for those retailers that do not have a City approved Cart Retrieval Plan.

5. Adding a fine for those individuals in possession of a shopping cart off the premises of a retail establishment without the expressed prior written approval of its owner.

Other additions provisions that staff determined were necessary include:

1. A uniform color or "corporate color" to easily identify the retail establishment;
2. Maintained as originally designed with plastic bar grips securely attached and/or plastic seats securely attached and not have missing parts;
3. Maintained free of rust, excessive damage, protruding metal or sharp ends; and
4. Identified with only one retail establishment listed on the cart as identified in MPMC § 9.75.100.

Attached to this staff report is a draft ordinance which includes the above recommended changes and that consolidates MPMC § 9.74 and 9.75 into one comprehensive ordinance addressing regulations for the use, retrieval and abandonment of shopping carts.

FISCAL IMPACT:

No fiscal impacts are anticipated based on the amendment to the existing shopping cart ordinance.

CEQA:

This ordinance 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 establishes rules and procedures to permit operation of existing facilities; minor temporary use of land; and ensure maintenance, restoration and protection of the environment. This Ordinance, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. Title 14, §§ 15301, 15304(e), and 15308.

Respectfully submitted,

By:

Michael Huntley
Director of Community and
Economic Development

Prepared by:

William Stecyk
Code Enforcement Supervisor

Approved by:

Paul L. Talbot
City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachment(s)

Draft Ordinance

ORDINANCE NO. ____

AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTER 9.74 IN ITS ENTIRETY AND REPEALING CHAPTER 9.75, TO ESTABLISH REGULATIONS FOR USE, RETRIEVAL, AND ABANDONMENT OF SHOPPING CARTS.

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

<u>SECTION 1:</u> The City Council finds and declares as follows:

A. During the course of the City's recent Strategic Planning Workshop, the City Council directed City staff to review the existing code provisions for shopping cart abatement and consider amendments to the existing regulations;

B. Shopping carts abandoned on public and private property are not only an eyesore and public nuisance, but also constitute a safety hazard to pedestrian and vehicle traffic;

C. Persons that utilize shopping carts as part of their commercial activities are responsible for ensuring that their shopping carts not be removed from their place of businesses and abandoned in nearby neighborhoods;

D. Based upon the volume of shopping carts found throughout the City, it is apparent that retailers still need to do more to contain shopping carts on their property and employ retrieval efforts to recapture shopping carts;

E. While California law (Business and Professions Code § 22435.2) prohibits persons from removing identified shopping carts from a business premises; possessing such a cart; or abandoning a cart with the intent to temporarily or permanently depriving the owner of possession, it has not prevented abandoned shopping carts from littering our City's neighborhoods;

F. It appears that more effective preventative measures must be implemented to ensure that shopping carts are contained on the retail establishment premises of their owners;

G. Although California law limits the City's ability to retrieve abandoned shopping carts, it does not preempt local regulation that "regulates or prohibits the removal of shopping carts or laundry carts from the premises or parking areas of a retail establishment" (Business & Professions Code § 22435.8);

H. The City's ability to abate public nuisances through its police powers is well-established (*see, e.g.*, Civil Code §§ 3479, 3480; *People ex rel. Gallo v. Acuna* (1997) 14 Cal.4th 1090; *People v. Greene* (1968) 264 Cal.App.2d 774);

I. In addition, the City's ability to recover its nuisance abatement costs through local regulations including, without limitation, reasonable attorney's fees, is also recognized (*see City of Santa Paula v. Narula* (2003) 114 Cal.App.4th 485, *reh'g. den.* 2004; *County of San Luis Obispo v. Abalone Alliance* (1986) 178 Cal.App.3d 848; *City of Flagstaff v. Atchison, Topeka and Santa Fe Railway Co.* (9th Cir. 1983) 719 F.2d 322); and

J. It is in the public interest for the City Council to adopt this Ordinance to, in part, recover costs associated with enforcing MPMC Chapter 9.74 against persons unwilling to voluntarily comply with lawful compliance orders; preserve public health, safety, and welfare; and ensure that the public can recover costs associated with abating all public nuisances.

<u>SECTION 2</u>: Chapter 9.75 of the Monterey Park Municipal Code ("MPMC"), entitled "Abatement of Shopping Cart Nuisance," is repealed.

<u>SECTION 3</u>: MPMC Chapter 9.74 is amended in its entirety to read as follows:

"Chapter 9.74

Shopping Carts

9.74.10 **PURPOSE**.

This chapter is adopted pursuant to Business and Professions Code § 22435.8 and the City's police powers for the purpose of regulating and prohibiting the removal of shopping carts from the premises of retail establishments. Abandoned shopping carts are a public nuisance because they constitute an eyesore; interfere with pedestrian and vehicle traffic; and contribute to blight. Accordingly, they detrimentally affect public health, safety and welfare.

9.74.20 **DEFINITIONS**.

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this chapter:

A. "Abandoned shopping cart" means a shopping cart which is either: (i) removed from the premises by any person without the written permission or consent of the owner; or (ii) a shopping cart left unattended, discarded or abandoned upon any public or private property other than the premises from which the shopping cart was removed, regardless of whether such shopping cart was removed from the premises with the permission of the owner. For purposes of this chapter, shopping carts located on any public or private property other than the premises of the retail establishment from which such shopping cart was removed is presumed abandoned, even if in the possession of any person, unless the person possessing the shopping cart is (i) the owner, or an employee or authorized agent of the owner, entitled to possession of such shopping cart; (ii) is an officer, employee or agent of a cart retrieval service hired by the owner to retrieve such carts; (iii) is enforcing this Chapter upon the Director's authority; or (iv) has written permission to possess such shopping cart from the owner entitled to possession of such shopping cart.

B. "Director" means the Community and Economic Development Director, or designee.

C. "Laundry cart" means a basket mounted on wheels and used in a coin-operated laundry or dry-cleaning retail establishment by customers or attendants for the purpose of transporting fabrics and the supplies necessary to process them.

D. "Owner" means the person owning, or exercising possession and control over, shopping carts for the use of the owner's customers in connection with the management and operation of the owner's business enterprise. "Owner" includes, without limitation, officer, employees, and agents of an owner.

E. "Premises" means the entire area owned and utilized by a retail establishment that provides shopping carts for use by customers, including any parking lot or other off-street area provided by or for an owner for use by a customer for parking an automobile or other vehicle.

F. "Public property" includes the outdoor common area of any building, business premises, apartment building or complex, or other premises or portion thereof which is adjacent to public property, open to the public, and which contains a shopping cart or shopping carts visible at street or ground level from the adjacent public property.

G. "Retail establishment" means any business located in the city of Monterey

Park which offers or provides shopping carts for the use of the customers of such business regardless of whether such business is advertised or operated as a retail or wholesale business, and regardless of whether such business is open to the general public, or is a private club or business, or is a membership store.

H. "Shopping cart" means a basket mounted on wheels or a similar device generally used in a retail establishment by a customer for the purpose of transporting goods of any kind, including a laundry cart.

9.74.30 **INAPPLICABILITY.**

This chapter does not apply to:

A. Shopping carts removed from an owner's premises for purposes of repair or maintenance that are in the possession or custody of the party to whom they have been released;

B. Shopping carts located on private property owned or occupied by the person who has been granted written permission by the shopping cart owner to posses the shopping cart for not more than seventy-two (72) consecutive hours when the shopping cart is not visible at street or ground level from the public property adjacent to such private property.

9.74.40 **ADMINISTRATION.**

The director is authorized to administer this chapter which includes, without limitation, the ability to promulgate administrative policies and procedures to implement and enforce this chapter.

9.74.50 **REQUIRED SIGNS ON SHOPPING CARTS.**

A. Every owner must affix to each shopping cart owned or provided by the owner a sign that includes the following information:

1. Identification of the owner of the shopping cart or the retail establishment to which it pertains, or both.

2. Notification that the unauthorized removal of the shopping cart from the premises of the retail establishment, or the unauthorized possession of the shopping cart, is a violation of law.

3. Notification of the procedure for authorized removal of the shopping cart from the premises.

4. A telephone number or address for returning the shopping cart to its owner or to the retail establishment identified thereon. Although not required, the city urges owners to place current telephone numbers on each sign for effective implementation of this chapter.

B. In addition to signs on the shopping carts, owners must also provide written notice to customers that removal of shopping carts from the premises is prohibited by state law. Such notice may be provided in the form of flyers distributed on the premises, warnings printed on shopping bags, direct mail, internet website notices or any other means demonstrated to be effective. Conspicuous signs must be placed and maintained on the premises near all customer entrances and exits and throughout the premises warning customers that removal of shopping carts from the premises is prohibited.

C. Every sign and notice required by this section must be written in English, Chinese and Spanish.

D. Violation of this section constitutes an infraction.

9.74.60 **SHOPPING CART APPEARANCE**.

All shopping carts furnished to customers by retail establishments must be:

A. A uniform color or "corporate color" to easily identify the retail establishment.

B. Maintained as originally designed with plastic bar grips securely attached and/or plastic seats securely attached and not have missing parts.

C. Maintained free of rust, excessive damage, protruding metal or sharp ends.

D. Identified with only one retail establishment listed on the cart.

9.74.70 **PROHIBITION ON REMOVING OR POSSESSING SHOPPING CARTS OFF PREMISES**.

It is unlawful to possess a shopping cart off the premises of a retail establishment without the express prior written approval of its owner, unless the person is in the process of immediately returning the shopping cart to the owner. Written permission to remove a shopping cart is valid for not more than seventy-two (72) consecutive hours.

9.74.80 **ABANDONMENT PROHIBITED**.

It is unlawful for any person to leave, or cause to be left, a shopping cart that was in his or her possession or custody on any public property or upon private property such that it becomes an abandoned shopping cart.

9.74.90 **MANDATORY PLAN.**

A. Every owner must prepare, implement, and submit a specific written Plan to prevent customers from removing shopping carts from the owner's premises and to retrieve shopping carts that were removed from the premises. Owners with existing retail establishments that do not have a plan meeting the requirements of this chapter must prepare, implement, and submit a written plan by July 1, 2014; owners with approved plans meeting the requirements of this chapter need not submit a new plan.

B. Every plan submitted pursuant to this section must be accompanied with a processing fee established by city council resolution.

C. New owners, new retail establishments, and existing retail establishments that relocate must all meet the requirements of this chapter.

D. Plans must include the following elements and are subject to the specified approvals below:

1. Notification. The means by which the requirements for signs and notifications in this chapter will be met.

2. Physical Measures. Specific physical measures implemented and maintained by the owner to prevent, deter or impede the removal of shopping carts from the premises. Such physical measures must be specifically identified and may include, without limitation, the following: disabling devices installed and maintained on carts; maintaining one or more security guards assigned the responsibility to deter or stop customers from removing shopping carts from the premises; preventing any shopping carts to be taken outside the confines of building exits unless accompanied by an employee of the business; bollards and chains in locations between the business exits and the parking area which effectively prevent transporting shopping carts into the parking area or off the premises; requiring security deposits by customers for cart use; or rental or sale of carts to customers.

3. Daily Cart Confinement. All shopping carts located on the premises of the retail establishment (other than an establishment open for business twenty-four hours per day) must be collected at the end of

each business day by employees or contractors of the retail establishment and be collectively confined in a secure manner at a cart confinement area on the premises as designated in the cart containment plan until the commencement of the next business day. All shopping carts located on the premises of any retail establishment open for business twenty-four hours per day, other than carts then currently in use by a customer, must be collected by employees of the retail establishment and returned to the cart confinement area on the premises as designated in the cart containment plan at least twice-per calendar day between the hours of twelve p.m. and twelve a.m. on each day the retail establishment is open for business. This section does not apply to shopping carts located within an enclosed building.

4. Retrieval. A retrieval plan as described by this chapter.

5. Employee Training. The owner of the retail establishment must implement and maintain a periodic training program for its new and existing employees designed to educate such employees concerning the requirements of the plan and the applicable law prohibiting the unauthorized removal of shopping carts from the premises of the retail establishment. The cart containment plan must expressly describe the employee training program.

6. Collaboration with Other Businesses. Two or more retail establishments located within the same shopping center or retail center or sharing common parking area may collaborate and submit a single plan.

E. Exemptions. This section does not apply to any retail establishment which provides a total of five or less shopping carts for use by its customers.

F. Every Plan submitted is subject for the director's reasonable approval. In the event a Plan demonstrates problems for implementation or is otherwise flawed, the director will notify the owner to submit a revised Plan to the director within thirty (30) days. The city manager may also require an evaluation report detailing the measures used during the prior year to prevent shopping carts from being removed from the owner's premises and measures used to retrieve the shopping carts. The Report may also include an inventory of shopping carts owned or used by the owner, the number of shopping carts which were retrieved after removal from the owner's premises during the previous twelve (12) months, and the number of shopping carts replaced due to loss, theft or abandonment during the previous twelve (12) months.

G. Whenever an owner makes revisions to a Plan, the revised Plan must be submitted to the city manager for approval.

9.74.100 **RETRIEVAL PLAN.**

A. Except as otherwise provided, every owner of a retail establishment must develop, implement and comply with the provisions of a written plan to retrieve lost, stolen or abandoned shopping carts. At a minimum, the retrieval plan must include the following:

1. Retrieval Personnel. The owner must retain independent contractors to provide shopping cart retrieval services. The cart retrieval plan must include a copy of each contract with a cart retrieval service (other than confidential financial information which may be redacted from the contract). Persons retained for shopping cart retrieval services must carry written authorization from the owner to be presented upon request by the director. Vehicles used by retrieval services must bear conspicuous signs identifying the name of the cart retrieval service.

2. Prompt Retrieval of Carts. The retrieval services retained by an owner must ensure that all public streets within a minimum two-mile radius of a retail establishment premises are patrolled not less than every six hours. Each abandoned shopping cart that is found must be immediately retrieved. The cart retrieval plan must identify all streets that will be patrolled; the manner, frequency and times of such patrols; and means of retrieving abandoned shopping carts. The cart retrieval plan must identify the number of trucks, hours of operation of the retrieval service, and such other information as reasonably required by the city to ensure that the owner is devoting sufficient resources to shopping cart retrieval operations to comply with the provisions of this section.

3. Monthly Reports. The owner must provide, or cause to be provided by each cart retrieval service under contract with the owner, on or before the tenth day of each month, a written report to the director specifying the number of abandoned shopping carts retrieved by the retrieval personnel during the preceding calendar month period.

4. Daily Cart Confinement. All shopping carts located on the premises of the retail establishment (other than an establishment open for business twenty-four hours per day) must be collected at the end of each business day by employees of the retail establishment and be collectively confined in a secured manner at the cart confinement area on the premises as designated in the cart retrieval plan until

the commencement of the next business day. All shopping carts located on the premises of any retail establishment open for business twenty-four hours per day, other than carts then currently in use by a customer, must be collected by employees of the retail establishment and returned to the cart confinement area on the premises as designated in the cart retrieval plan at least twice per calendar day between the hours of twelve p.m. and twelve a.m. on each day the retail establishment is open for business. This section does not apply to any shopping carts located within an enclosed building.

9.74.110 **INCENTIVES FOR PLAN COMPLIANCE.**

A. Except as otherwise provided, any retail establishment with a cart containment plan approved pursuant to this chapter, which establishment is operating in compliance with the provisions of such plan, is exempt from the payment of any fees otherwise due to the city pursuant to state law for the retrieval of any shopping carts impounded by the city.

B. For purposes of this section, a retail establishment is "operating in compliance with the provisions of such containment plan" if and only if:

1. A cart containment plan for such establishment was approved by the director in accordance with the provisions of this chapter;

2. Such plan has not previously been revoked by the city; and

3. Such establishment is not then currently the subject of any proceeding involving a written order to show cause as to why the approved plan should not be revoked.

C. Except as otherwise provided, any existing retail establishment which (i) provides a total of more than five shopping carts for use by customers of such business; and (ii) submits and obtains the approval of a cart containment plan within the time specified by this chapter, is exempt from the payment of any permit or inspection fees otherwise required by this chapter to implement such plan.

9.74.120 **PLAN AMENDMENTS.**

An owner of any retail establishment which has an approved plan conforming to the requirements of this chapter may, at any time, submit a proposed amendment to the approved plan. The amendment will be processed as if it were a new plan including, without limitation, the requirement that a fee be paid.

9.74.130 **REVOCATION BY CITY—GROUNDS**.

A. An approved plan may be revoked by the city upon any of the following grounds:

1. The owner of any retail establishment is operating, or is permitting operation of, the retail establishment in violation of this code including, without limitation, the plan and failed to correct such violation(s) for a period of at least fifteen calendar days following the date of receipt of written notice of such violation(s) from the city; or

2. The cart containment plan, as approved, is inadequate to reasonably prevent the removal of shopping carts from the premises of the retail establishment or retrieval of abandoned shopping carts;

B. Order and Notice to Show Cause. If at any time following the approval of a plan, the director obtains information or evidence that any of the grounds set forth in the grounds above may exist, the director will issue a written order to show cause as to why the approved plan should not be revoked and schedule an administrative hearing not less than fifteen calendar days nor more than thirty calendar days following the date such order to show cause. The order will state the grounds upon which it is proposed to revoke the approved plan and include the information and evidence, or a summary thereof, upon which such order was issued.

C. Conduct of Hearing. The administrative hearing will be conducted informally and the legal rules of evidence do not apply. Parties may each be represented by legal counsel or other representatives of their choice. The director, in the director' sole discretion and as an alternative to revocation, may consider amending the plan if the grounds of the order to show cause are solely the inadequacy of the approved plan.

D. Decision of the Director. Within fifteen calendar days following conclusion of the hearing, the director must render a written decision regarding the plan. If the plan is revoked or amended, the decision must specify the findings of fact and the reasons for such action. If the plan is amended, the decision must also specify the amendment(s) to the plan.

E. Use of Shopping Carts Following Revocation Prohibited. It is unlawful for an owner to use shopping carts at the owner's retail establishment after a plan is revoked.

F. Persons aggrieved by the director's decision may appeal the decision to the City Manager, or designee, for a final decision. Such appeal must be in writing, specify the reasons for the appeal, be filed with the City Clerk within fifteen days after the director's decision, and be accompanied by a fee established by city council resolution. There is no right to further administrative appeal.

9.74.140 **IMPOUNDMENT – THREE (3)-DAY BUSINESS NOTICE.**

The director may retrieve and impound any abandoned shopping cart pursuant to Business and Professions Code § 22435.7. Three (3) business days after notifying the owner, the director may also retrieve and impound shopping carts observed in a location outside the owner's premises when the owner has not retrieved it.

9.74.150 **IMMEDIATE IMPOUNDMENT.**

A. The director may retrieve and impound any abandoned shopping cart without providing the three (3)-day notice provided the city manager gives actual notice to the owner of the impounded shopping cart within twenty-four (24) hours following the impound. The notice must inform the owner of the location where the shopping cart may be claimed. Any shopping cart reclaimed by the owner within three (3) business days after the date of such notice must be released and surrendered to the owner at no charge, including waiver of any impound and storage fees or fines which otherwise would be applicable, provided the retailer has an approved cart retrieval plan in place with the city.

B. The owner of any shopping cart not reclaimed within three (3) business days after the date of actual notice is subject to prosecution or the imposition of any administrative costs, fees, fines, interest and other penalties applicable under this chapter commencing four (4) business days after the date of notice.

C. Any shopping cart not reclaimed by the owner within thirty (30) days after receiving actual notice may be sold or disposed of pursuant to this chapter.

9.74.160 **RETRIEVAL BY THE CITY.**

A. Pursuant to Business and Professions Code § 22435.7(f), any owner failing to retrieve the owner's shopping carts within three (3) business days after being notified regarding such shopping cart being off the owner's premises, is guilty of a violation of the Business and Professions Code and this chapter and may be punished with an administrative fine of fifty dollars ($50) for each occurrence in excess of three (3) during the six (6) month periods ending on June 30 and December 31 of each calendar year.

B. Pursuant to Business and Professions Code § 22435.7(i), any owner failing to reclaim the shopping carts impounded by the City within three (3) business days from the date of actual notice of impoundment is guilty of a violation of the Business and Professions Code and this chapter and may be punished with an administrative fine of fifty dollars ($50) for each occurrence in excess of three (3) during the six (6) month periods ending on June 30 and December 31 of each calendar year.

C. For purposes of this section, an occurrence includes the retrieval of all shopping carts of an owner in a one (1) day period.

D. In addition to the fines imposed above, the owner is required to pay the City's actual costs for retrieving and storing the owner's shopping carts except when reclaimed by the owner within three (3) business days.

9.74.170 **DISPOSAL OF ABANDONED SHOPPING CARTS.**

Pursuant to Business and Professions Code § 22435.7, the city manager may sell or otherwise dispose of any shopping cart impounded by the city manager that has not been reclaimed by its owner within thirty (30) days after the owner receives notice.

9.74.180 **EMERGENCY SERVICES.**

Pursuant to Business and Professions Code § 22435.7(c), the city manager or any City officer, employee, or agent may immediately retrieve any shopping cart from public or private property if its location impedes emergency services.

9.74.190 **ENFORCEMENT PROVISIONS.**

In addition to any other enforcement provision of this Code, the city manager may obtain compliance with this chapter by issuing administrative orders which are enforceable in a court or by direct court action. Without limitation, the city manager is authorized to require installation of disabling devices on all shopping carts which prevent their removal from an owner's premises with respect to any owner who fails to prepare and implement a written Plan.

9.74.200 **VIOLATION—PENALTY**.

A. In addition to the remedies set forth in this chapter, violations of this chapter may be enforced as follows:

1. Prosecution as infractions or misdemeanors at the city attorney's discretion.

2. Abated as a public nuisances.

3. Enjoined as unfair business practices that are presumed to nominally damage each and every resident of the community in which the permittee operates.

B. The remedies provided by this chapter are cumulative and in addition to any other criminal or civil remedies.

C. As part of any enforcement action, the city may recover its enforcement costs including:

1. Actual cost of preparing notices, correspondence, specifications, and contracts;

2. Personnel costs incurred for property inspections. Such costs will be calculated at an hourly rate based on a schedule established by City Council resolution;

3. The cost of printing and mailing;

4. Costs related to inspection warrants;

5. Costs related to office hearings and administrative adjudications;

6. Attorney's fees expended in enforcement actions including, without limitation, any action to recover enforcement costs pursuant to this chapter;

7. All costs or expenses for which the City may be liable under state law arising from or related to an enforcement action; and

8. All costs or expenses to which the City may be entitled pursuant to California law."

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

SECTION 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 _________, 2014.

____
Anthony Wong, Mayor

ATTEST:

____
Vincent D. Chang, City Clerk

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

By: ______________________________
Karl H. Berger,
Assistant City Attorney